



Office Imaging and Document Solutions Contract GS-03F-137DA

Xerox Corporation
1800 M Street N. W.
Washington, DC 20036
<http://www.office.xerox.com/federal-government/enus.html>

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Information and Instructions for Ordering Activities

- Xerox Corporation, Employer Identification Number: 16-046-8020
- DUNS: 039860122
- C.A.G.E. Code: 3DCG0 (Washington, D.C., VA)
- DUNS: 074880527
- C.A.G.E. Code: 4SLH1 (Lewisville, TX)
- S.I.C. Code: 3861
- Primary N.A.I.C.S Code : 333316C
- Xerox is registered in the System for Award Management (SAM)

For locations requiring personnel with [Security Clearances](#) please use C.A.G.E. Code 26921, DUNS_829340897

To obtain the most recent copy of our W9 please visit our website:

www.Xerox.com/accountmanagement

1. Table of Award

Special Item Numbers awarded are:

Old SIN New SIN	Description	NAICS Code
51 100 333316C	Purchase	333316
51 101 2 339940	Supplies	339940

51 500 541611MPS	Managed Print Services	532420
51 501 5416110	Needs Assessment	541611
51 503 611710	Customer Education	611519
51 505 561439	Document Production On-site and Off-site Services	611519
51 509 561499N	Network Connectivity Support Services	561499
51 55 532420C	Rental (Xerox' Short Term)	532420
51 57 811212SA	Maintenance Service Agreement For Copiers	811212
51 58 532420LTOP	Lease to Ownership Plans (LTOP) Copiers	532420
51 58A 532420LC	Operating Lease Plan For Copiers	532420
51 B36 2A 3333160S	International - All Equipment under this Schedule	333244
OLM	Order Level Materials	

Note: Additional information for all the above Special Item Numbers is available at the GSA eLibrary web site <http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

2. Delivery Order Information

2.1 Minimum order: \$50.00

3. Geographic Coverage

The contract delivery area is the 48 contiguous states, D.C., Alaska, Hawaii, Puerto Rico and Guam.

4. Points of Production

All items in this Price List are of domestic origin or from an eligible product from a designated country under the Trade Agreement Act of 1979.

5. Buy American Act

For Agencies covered by the Trade Agreement Act of 1979, the Buy American Act evaluation procedures **are not applicable to the purchase equipment or accessories in this Price List.**

6. Discounts, Quantity Discounts, Prompt Payment Terms

Payments will be made in accordance with the current Federal Acquisition Regulation 32.9.

6.1 Payment Terms for all items are Net 30 days

6.2 All prices shown herein are net (discount deducted)

6.3 All quantity discounts are as stated in this price list

7. Foreign Items

See paragraph 5, Buy American Act.

8. Time of Delivery

The time for delivery of equipment is 1 to 30 days, except when the installation is to be made beyond a 60 mile radius of a Xerox office, in which case the delivery times 1 to 60 days.

9. F.O.B. Points

All items are F.O.B. destination within geographic scope.

10. Ordering Addresses

Send to nearest Xerox Sales/Agent office. For location refer to Appendix.

11. Payment Addresses

All payments are to be made to Xerox at the "remit to" address shown on invoice. Xerox invoices will contain one of the following 'remit to' addresses:

Xerox Corporation
P.O. Box 802555
Chicago, IL 60680-2555

Xerox Corporation
P.O. Box 827598
Philadelphia, PA 19182-7598

Xerox Corporation
P.O. Box 7405
Pasadena, CA 91109-7405

Invoice contains a detachable stub, which should accompany payment. If payment does not agree exactly with invoice amount, an explanation of the difference should be noted on the detachable stub or by attaching substantiation.

If for any reason remittance stub cannot accompany payment, remittance information should include: Customer Number (a 9 digit number); Invoice Number, Date and Amount; and full explanation if payment does not agree with invoice amount.

Effective 1 May 2002, Xerox Capital Services, LLC, a joint venture between Xerox Corporation and GE Capital, acting as agent of XEROX CORPORATION provides our customers in the United States with administrative and financing support for Xerox equipment and services.

12. Electronic Ordering, Invoicing and Payment

Electronic ordering, invoicing and payment (each or all) are available for orders placed under this contract. The industry standard communication format (ANSI X12) is utilized for orders, invoices and remittances. Automated Clearing House banking standard communication formats are employed for payments and related invoice information. Xerox Financial Institution:

PNC Bank, 500 First Ave., Pittsburgh, PA 15219;

ACH Coordinator is Ms. Donna Haber, tel (732) 220-3258; Account Title: Xerox EFT/EDI Collections;

Nine Digit Routing Transit Number: 043000096; Depositor Account Number: 01415275.

Before using these methods, it is necessary to contact the Xerox EDI Program Office (585) 423-2541 and exchange appropriate start-up information, or write to Xerox Corporation, Attn: EDI Program Office, Xerox Square X2-05 (RBO), Rochester, NY 14644.

13. Warranty Provisions

Unless specified, equipment is delivered and installed without warranty. The following is applicable to all items and services herein.

Other than the obligation of Xerox expressly set forth herein, Xerox disclaims all warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Xerox shall not be responsible for any direct, incidental or consequential damages resulting from the use or performance of the equipment or supplies, or for the loss of use of the equipment.

The term above does not affect the Government's rights under the 'Inspection' and 'Disputes' clauses.

14. Export Packing Charges

Not available. Refer to Paragraph 30, Overseas Installations.

15. Terms and Conditions of Maintenance

Refer to Terms of Rental and Maintenance.

16. Terms and Conditions of Installation

Refer to Terms Applicable to Rental, OL, LTOP and Purchase.

17. Terms and Conditions of Repair Parts

Not included but available as an Open Market Item.

18. List of Service and Distribution Points

Refer to Table of Contents.

19. Participating Agents

Call 1-800-Ask-Xerox/ 1-800-275-9376 or Refer to Appendix.

20. Blanket Purchase Agreements

Xerox agrees to enter into Blanket Purchase Agreements (BPA) with ordering activity for items covered by this contract.

21. Acceptance of Orders

Xerox reserves right to return maintenance orders (including Priority Rated Orders) calling for performance in areas not serviced by Xerox.

22. Scope of Contract

This contract may be used on a non-mandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for delivery within 48 contiguous states and Washington, D.C., AK, HI.

22.1 All Federal agencies and activities in the executive, legislative, and judicial branches,

22.2 Government contractors authorized in writing by a Federal Agency pursuant to 48 CFR 51.1,

22.3 Mixed ownership Government corporations (as defined in the Government Corporation Control Act),

22.4 The Government of the District of Columbia.

22.5 Other activities and organizations authorized by statute or regulation to use GSA as a source of supply. (Questions regarding activities authorized to use this schedule should be direct to the GSA Contracting Officer.)

Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Minimum Order and Maximum Order Limitation (MOL) thresholds specified. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

23. Purchase Orders

All purchase orders should state the GSA CONTRACT NUMBER and include the item reorder number.

24. Purchases Using the U.S. Government Credit Card

The Government Credit Card (Visa/MC/Amex) is accepted for transactions in the amount not exceeding the limit prescribed by the Government.

For all Government credit card transactions, the users card number, expiration date, name, and telephone number must be provided at the time of use.

25. Rental, Lease To Ownership Plan, Operating Lease Plan and Full Service Maintenance Renewal Orders

These must include serial numbers of equipment and should be written for the following periods:

25.1 New installations from date of installation to end of the current fiscal year.

25.2 Renewal Orders for the entire fiscal year.

26. Supply Orders

Reference the Table of Contents, Xerox Consumable Supplies.

27. UL Approval

All equipment contained herein carries the UL approval.

28. Electromagnetic Interference

Machines contained in this contract comply with F.C.C. Class A (Part 15) Commercial requirements.

29. Certification of Federal Cost Reimbursement Type Government Contractors

29.1 All orders and renewals, authorized by U.S. Government Agencies in accordance with Federal Acquisition Regulation 333316C concerning the 'Use of GSA Supply Sources by Contractors' and placed by Federal Government prime (only) cost reimbursement type contractors under this GSA Contract, **shall be accompanied by a copy of the Government authorization**. Every purchase order shall contain a statement as follows: "This order is placed pursuant to written authorization from (Name of Government Agency) Dated, a copy of which is attached."

29.2 Prime cost **reimbursement type contractors (and cost reimbursement type subcontractors)** certified and using this contract as a source of supply will use items ordered only in the performance of the cost type Federal Contract and shall notify Xerox promptly in writing in the event that the authorization furnished hereunder is terminated. When authorization is terminated, Xerox shall commence billing under commercial prices.

29.3 Contractors placing orders with Xerox not containing the required certification will be billed at the appropriate commercial (non GSA contract) prices.

29.4 Fixed price contractors and Federal grantees are not permitted to use this contract as a source of supply.

29.5 Title to equipment purchased by authorized Prime Contractors will pass to the Contractor. Transfer of title to the Government will be the responsibility of the Contractor placing the order.

29.6 **SIN 53242LTOP and 53242LOC are available to any authorized user of this contract excluding Federal contractors other than those responsible for the total operation, on behalf of the Government, of an entire Government owned contractor operated (GOCO) site.**

30. Copier Equipment for Overseas Installation

30.1 Purchase of Copiers: Purchase for overseas shipment by the Government is **not** recommended unless, prior to ordering, it is determined through Xerox that (1) The equipment available under the Contract is also available at the overseas location in the exact configuration, (2) will perform satisfactorily on foreign electrical current, (3) interchangeable repair parts are available in the foreign location and (4) technicians in the foreign location are trained on the particular model. Generally, copiers purchased under this Contract will not meet all of these requirements.

Additionally, copiers purchased under this contract are not packed for export, nor are they equipped with language capabilities/ manuals necessary for many foreign countries. These services/ features would require separate, open market purchase.

To insure satisfactory performance, it is recommended that copier purchases (Open Market) be made directly from a Xerox affiliated organization located in the overseas destination country. To obtain information on copiers available from overseas Xerox affiliates, contact your Xerox Sales Representative or Agent who will obtain the information from the appropriate Xerox International Coordinator.

For overseas purchase installations funded by the U.S. Agency for International Development, contact the Xerox Manager for U.S.A.I.D.

30.2 Equipment Warranty: The Equipment Warranty for purchased, BVL or LTOP Equipment used at overseas locations is voided.

30.3 Rental, Lease or Maintenance for Overseas Installation: Orders for these services will not be accepted under this Contract. For information concerning these services available from Xerox affiliated organizations, contact your Xerox Sales Representative or Agent.

31. Diagnostic Software

Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox' licensors.

The Customer agrees that (1) their acquisition of the Equipment does not grant them a license or right to use the Diagnostic Software in any manner and (2) that unless separately licensed by Xerox to do so, the Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so).

The Customer agrees at all times (including subsequent to the expiration of this Contract) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

32. State and Local Taxes

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Taxes so excluded from the contract price pursuant to the preceding sentence shall be separately stated on the Contractor's invoices and the Government agrees either to pay the Contractor amounts covering such taxes or to provide evidence necessary to sustain an exemption there from.

33. Order of Precedence

Orders placed under this Contract shall be governed by the prices and terms of this Contract only, irrespective of any prices or terms appearing on order documents.

34. Non Assignment

This contract is not assignable in whole or in part by either Xerox or the Government.

35. Supply Returns

Updated on Modification 50. RETURNS – Xerox Corporation will accept for exchange or credit any Xerox supply product purchased directly from Xerox based upon the reason for the supply return and/or the time elapsed from date of supply invoice as outlined below. Xerox is responsible for return arrangements, pick up, and freight charges for all types of supply returns.

- a) Supply returns resulting from a Xerox error will be accepted for exchange or credit within 90 days from the date of the supply invoice.
- b) Supply returns resulting from non-Xerox errors will be accepted for exchange or credit within 90 days from the date of supply invoice.
- c) Supply products damaged when the customer receives them will be accepted for return within 90 days from date of supply invoice.
- d) Supply product materials or workmanship that Xerox identifies as defective will be accepted for credit/replacement at any time. Supply products, which fail under warranty, will be accepted according to the terms of the specific product warranty.
- e) Supply products that become incompatible when a customer trades to other Xerox equipment will be accepted for return within 60 days of the new equipment install.
- f) Supply products that become incompatible when customer outright cancels rental equipment will be accepted for return within 60 days from the date of the equipment cancellation.
- g) Supply products that become incompatible, as the result of an equipment sale return will be accepted for return/credit within 60 days from the date of the sale return.
- h) Supply products that become incompatible due to an equipment term lease expiration will be accepted within 60 days from the date of the equipment lease expiration.
- i) Discontinued supply products will be accepted for credit in machine exchange situations only.
- j) Xerox may elect not to pick up defective, discontinued or obsolete supply products.
- k) Customers must call XEROX CORPORATION to obtain a RETURN AUTHORIZATION NUMBER before returning supply products to Xerox. The number to call varies by account type and can be found on any customer invoice. Government accounts call 1-888-435-6333, Major and Named accounts call 1-888-771-5225, and all other accounts call 1-888-339-7887. Xerox will not accept any supply products returned without a RETURN AUTHORIZATION NUMBER or any supply products sent freight collect. All return supply products must be in complete unopened cartons and in good resalable condition.

36. Health and Safety Information

For information concerning any aspect of health and safety connected with the use of Xerox products, call Xerox toll free at 1-800-828-6571.

37. Typographical Errors

While every effort has been made avoid typographical errors if they occur the price on the official award or modification shall take precedence.

38. Advance Billing

Pursuant to 31 USC § 3324, except as stated in paragraph 4.1.1 Equipment Warranty, Xerox cannot bill in advance of the equipment being delivered or service provided. The relevant portion states:

- (a) Except as provided in this section, a payment under a contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered.

Terms Applicable to Equipment, Accessory Purchase and Option to Purchase, SIN 333316C

1. Purchase Price

Purchase price includes delivery and installation (excluding rigging, where necessary), one photoreceptor or copy cartridge and initial prepackaged supplies. CUSTOMER EDUCATION AND OPERATOR TRAINING: Refer to information on Start-up Training Allocation.

2. Delivery Terms

Rigging: Any inside delivery or removal from or to the point of installation where adequate access (elevators) is not available, requiring movement of equipment up stairways, through windows, etc. If rigging is required, this will be quoted and billed by Xerox as an Open Market Item.

3. Xerox Total Satisfaction Guarantee

If the Customer is not satisfied with purchased Xerox equipment, at the Customer's request, Xerox will replace it without charge to the Customer with an identical model or a machine with comparable features and capabilities.

The term of the Xerox Total Satisfaction Guarantee is three years from equipment delivery. If the newly delivered equipment is installed by Xerox under the Lease to Ownership Plan (LTOP) (SIN 53242LTOP), a Managed Service installation (SIN 561439) or Xerox Operating Lease Plan (OL) (SIN 53242LOC) for a term of more than three years, the Guarantee will apply during the entire LTOP/OL/ Managed Service term.

This Xerox Total Satisfaction Guarantee applies to Xerox equipment acquired by the Customer from Xerox including Sales Agents and continuously maintained by Xerox or its authorized representatives under Equipment Purchase Warranty or a Xerox Full Service Maintenance agreement. This guarantee applies to all equipment acquired on or after September 5, 1990, and is not applicable to equipment damaged or destroyed due to an Act of God. Excluded from this guarantee are non-Xerox equipment items attached to or associated with Xerox installation, custom designed equipment, software, fonts, and all consumable supplies.

4. Equipment Purchase Warranty

4.1 Applicable to All Equipment and Accessories Except as Stated Under Paragraphs 4.2 and 4.3 below:

4.1.1 Unless specified, equipment is delivered and installed without a warranty. If an express warranty period for Purchased Equipment, other than In-Place, is specified in the applicable Price List or elsewhere in this Agreement, it will apply only to you and will commence upon the Installation Date. During the specified warranty period and/or when Extended Warranty is purchased by the Customer, the following terms apply: Xerox will keep purchased machines (newly manufactured, factory produced new equipment and remanufactured) in good working order, and will make all necessary adjustments, repairs, and parts replacement (including photoreceptors and brushes) without charge, during normal working hours on an exchange basis, upon Government's request, for a specific period of days from the date of installation provided that such adjustment, repair or parts replacement is not required because of purchaser's negligence, misuse, or alteration by other than Xerox personnel. Customers are encouraged to include on the Equipment Purchase Order the charges for Full Service Maintenance to become effective at the conclusion of the warranty period.

4.1.2 **Additional Warranty** (not applicable to equipment on Xerox' Full Service Maintenance): Xerox warrants the parts in newly manufactured and remanufactured equipment to be free from defects in material and workmanship for one year from the date the equipment was first installed. Other than those parts excluded below, Xerox will replace and install (on an exchange basis) parts which have been promptly reported defective, and are so verified by Xerox upon inspection. The following parts are **specifically excluded** from this 'additional warranty': lamps, flexible belts, photoreceptors (belts and drums), cleaning brushes, paper transport rollers (pressure, fuser and retard), and filters. This warranty also shall not cover adjustment or repair not connected with any defective part or repair required because of purchaser's negligence, misuse, or machine alteration by other than Xerox personnel.

4.2 Equipment Installed or Used Outside the 48 Contiguous States, D.C., Alaska, Hawaii and Puerto Rico: The above warranties are not applicable.

5. Newly Manufactured, Factory Produced New Model and Remanufactured Equipment

Equipment will be either newly manufactured, factory produced new model or remanufactured, at the option of Xerox.

Newly Manufactured Equipment means newly assembled equipment, which may contain components that have been reprocessed to assure machine compliance with product performance and reliability specifications.

Factory Produced New Model Equipment is newly serialized equipment with new features and/or functions. It is disassembled to a Xerox predetermined standard and contains new, reprocessed and/or recovered parts that meet product specifications. The customer is the first user of the Factory Produced New Model Equipment.

Remanufactured Equipment means equipment which has been subject to the following factory processes at a Xerox plant: (1) Disassembly to predetermined standards established by Xerox Corporation for each model, (2) cleaning, (3) refinishing, (4) inspection and testing to new machine test standards, (5) replacement of defective components with new, remanufactured, or used components, and (6) installation of all retrofits designated by Xerox as field mandatory as of the date of machine installation. Components which are not new are those which in Xerox' technical experience will not affect machine performance. The purchase warranty for Xerox remanufactured equipment is identical to Xerox' new equipment purchase warranty. In addition, Xerox remanufactured equipment is eligible for the same Full Service Maintenance terms and conditions as newly manufactured equipment.

6. Option to Purchase (OTP), SIN 333316C

Title will pass to the Government (and rental will terminate) on the date of an official purchase order which must contain the final rental meter reading as of that date. The rental accrual is not transferable from one machine to another except for machines that were replaced at the initiation of Xerox for mechanical reasons. When so replaced, the rental accrual is transferable to the replacement machine.

The option to purchase terms are applicable only to machines currently rented under GSA contract and are applicable regardless of the rental plan used.

All equipment rented under the contract may be converted to purchase. Upon presentation by the Government of a currently installed rental product Serial Number, an Option to Purchase allowance will be quoted by its local Xerox Sales Representative.

7. Attachment of Non-Xerox Accessories to Government Owned Xerox Equipment

Xerox Personnel will not install or connect non-Xerox attachments and will not be responsible for obtaining UL listing for such attachments. Full Service Maintenance or hourly repair service will be provided for Government owned Xerox equipment with non-Xerox accessories attached when such accessories comply with the 'Xerox Attachment Policy', which requires a Xerox interface harness. The Government may purchase from Xerox, on an open market basis, an interface harness for equipment for which a harness is available. The charge for the interface harness, and its installation, will be quoted at the established commercial price in effect at the time. Upon installation the interface wiring harness will become the property of the Government.

8. Equipment Trade-In: F.P.M.R.

102-39.5 (Rev: July 6, 2006) authorizes the trade-in of Government owned equipment with the proceeds of that trade-in applicable to the purchase, lease or rental of replacement equipment. However, provision for trade-in allowances are not included in this contract. Consult your Xerox representative for the applicable open market trade-in allowance. This allowance must be shown on the Customer's purchase order as an Open Market Item.

9. GSA Additional Items

Purchase prices displayed herein provide GSA Price." The following items may be included on a Delivery/Task Order:

- 9.1 Payment towards unpaid balance of a Xerox model currently installed which the customer wishes to trade in towards the acquisition of another Xerox model (the trade-in allowance is an Open Market, off-contract item),
- 9.2 Purchase of extended warranties at the rates shown (extended warranties are available in whole months only; no fractional months are available),
- 9.3 Purchase of Xerox Supplies that are part of this contract,
- 9.4 Purchase of additional Xerox equipment available from this GSA Multiple Award Schedule Contract. If the customer elects to use the purchase discount in this fashion when ordering a copier under a lease, the copier installed under LTOP/OL must be returned to Xerox should the lease installation be cancelled or terminated prior to Lease term conclusion.
- 9.5 Purchase of Professional Document Support Programs (includes Systems Support and Customer Education and Training) available under SINS 541610 and 611710 and approved by GSA under this contract.

10. Software Terms

The following additional terms apply only to transactions covering Application Software and/or Xerox-brand Equipment:

- 10.1 SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox-brand Equipment acquired hereunder ("Base Software") as well as software specifically set out as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software or to any software / documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it

shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you are notified of a default under any term of this Agreement; or, (c) your license is terminated or expires.

B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it, or (2) upon the termination of any agreement under which you have rented or leased the Equipment.

C. If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.

D. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

10.2 SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Basic Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to this Agreement, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees).

A. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available to you by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems as specified by Xerox.

D. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if you have modified the Base or Application Software.

E. For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. (For state and local-government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)

10.3 DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (a) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner, and (b) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

A. SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox-brand Equipment acquired hereunder ("Base Software"), as well as software specifically set out as "Application Software" on the face of an IA. This license does not apply to any Diagnostic Software or to any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

(i) Xerox grants Customer a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants Customer a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as Customer is current in the payment of any indicated software license fees (including any Annual Renewal Fees). Customer has no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) Customer has defaulted under an IA hereunder; or, (c) such license is terminated or expires.

(ii) Xerox may terminate Customer's license for any Base Software (1) immediately if Customer no longer uses or possesses the Equipment or are a lessor of the Equipment and Customer's first lessee no longer uses or possesses it, or (2) upon the termination of any IA under which Customer has rented, installment-purchased or leased the Equipment.

(iii) If Customer transfers possession of the Equipment after Customer obtains title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.

(iv) Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

(v) Notwithstanding anything to the contrary set forth in this Agreement, if Customer enters a Maintenance IA for Equipment, such Maintenance IA does not include a license for Base Software. If Customer does not have a license for Base Software for Equipment, Customer may enter a separate license agreement with Xerox for such Base Software.

B. SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Basic Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to this Agreement, Xerox will provide software support under the following terms provided Customer is current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):

(i) Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.

(ii) Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, Customer must procure, at its expense, additional hardware and/or software from Xerox or any other entity. Customer agrees to return or destroy all prior releases.

(iii) Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided Customer reports problems as specified by Xerox.

(iv) Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release, or (2) to remedy coding errors if Customer has modified the Base or Application Software.

(v) For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed ten percent (10%). For State and Local Government Customers, this adjustment shall take place at the commencement of each of Customer's annual contract cycles.

C. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. Customer agrees that (1) Customer's

acquisition of the Equipment does not grant Customer a license or right to use the Diagnostic Software in any manner, and, (2) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer agrees at all times (including subsequent to the termination or expiration of this Agreement or an IA hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

Operating Lease Plan, SIN 53242LOC

Lease to Ownership Plan (LTOP) Terms, SIN 53242LTOP

Restated from GSA Solicitation, FCGE-C1-00-001-B

1. Statement of Government Intent

For the purpose of this solicitation, Lease Term is defined as the duration of the lease in months (not to exceed 60 months) as shown on the Ordering Agency's initial delivery order. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government anticipates fulfilling the leasing agreement subject to the availability of appropriated funds and the continued needs of the Ordering Agency. The Ordering Agency, upon issuance of any delivery order pursuant to Special Item Numbers (SIN's) 53242LTOP, 53242LOC, intends to use the equipment for the lease term specified in the initial delivery order so long as the needs of the Ordering Agency for the equipment or functionally similar equipment continues to exist and adequate funds are appropriated. **Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required in other sections of SIN's 53242LTOP, 53242LOC.** The lease commencement is the date of acceptance as defined by FAR Subpart 12.4

The first period or initial term of the leasing agreement will be through September 30th of the fiscal year in which the order is placed, or as extended by act of Congress, unless the ordering office has multi-year funding.

Ordering Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and to review the lease terms and conditions prior to ordering and obligating funding for a lease. Ordering Agencies are responsible for the obligation of the funding consistent with fiscal law when entering into any lease arrangement.

2. Ordering Procedures

- (1) Ordering Agencies are strongly encouraged to conduct a needs assessment prior to the procurement of copiers.
- (2) When the Ordering Agency expresses an interest in leasing a product(s), the Ordering Agency will provide the following information to the prospective vendors:
 - (i) Which product(s) is (are) required.
 - (ii) The required delivery date.
 - (iii) The proposed term of the lease.
 - (iv) Where the equipment will be located.

- (v) Description of the intended use of the equipment.
- (3) The contractor will respond with:
 - (i) Whether the contractor can provide the required equipment.
 - (ii) The monthly payment based on the rate and the initial and residual values of the equipment.
 - (iii) The estimated cost, if any, of applicable State or local taxes.
 - (iv) A confirmation of the availability of the equipment on the required delivery date.
 - (v) Extent of warranty coverage, if any, of the leased products.
 - (vi) Cite the cost of any mandatory maintenance as applicable.
 - (vii) The Termination Ceiling Charges, as applicable. (See Section 13, Early Termination Charges).
- (4) The ordering agency and contractor shall agree upon a termination ceiling charge which is established in accordance with the appropriate formula in Section 13. Early Termination Charges (See FAR Subpart 17.1)
- (5) **The Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds.**

3. Orders And Period Of Leasing Arrangements

A. Lease Options: At a minimum, Ordering Agencies placing orders for equipment under a leasing arrangement must specify on the delivery order the applicable leasing SIN under which the equipment is being leased.

53242LTOP Lease to Ownership Plan (LTOP) (Lease/Purchase)(Copier)

53242LOC Lease with Option to Own (Operating Lease) (Copier)

B. Annual Year Funding. When using annually appropriated funds when placing an order for leasing, the following applies:

- (1) Any lease executed by the Ordering Agency shall be on the basis that the known requirements exceed the remainder of the fiscal year. Due to funding constraints, however, the Ordering Agency cannot normally commit to a term longer than one fiscal year at the commencement of the lease. To facilitate the exercise of renewal options for future fiscal years, the lease term will be specified in the delivery order. All orders for leasing shall remain in effect through the Government fiscal year (or as extended by Act of Congress), or the planned expiration date of the lease, whichever is earlier, unless the Ordering Agency exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Despite the fact that the delivery order will specify the total lease term, orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Ordering Agency to a renewal.
- (2) All orders for leasing automatically terminate at the end of the Government fiscal year (or as extended by Act of Congress) or the contract term, whichever is earlier. However, Ordering Agencies should notify the contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Ordering Agencies are instructed to follow the guidelines set forth in Paragraph 14 of this section with regard to termination of lease terms for non-appropriation or agency decisions not to renew. Should Ordering Agencies decide to terminate the lease prior to the expiration of the lease term under any other condition other than those set forth in Paragraph 14, early termination charges shall apply, (See Section 13, Early Termination).

C. Multi-Year Funding Within contract Period: Where an Ordering Agency's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the Ordering Agency may place a schedule contract order for leasing for a period up to the expiration of its period of appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.

D. In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

E. Assignment of Claims: In accordance with GSAR 552.232-23 Assignment of Claims under this contract, the Ordering Agency Contracting Officer may approve the assignment of claim for an order under these leasing Special Item Numbers (SINs) in accordance with FAR 32.803. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.

F. Government Rights under Lease: The Government does NOT waive any performance requirements, warranty rights nor other contract or statutory rights, such as the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contract provisions..

4. Maintenance and Installation

A. Maintenance and installation, when applicable, are not included in the lease payments. The Ordering Agency will obtain installation and/or maintenance from the contractor or a designated authorized service provider.

B. When installation and/or maintenance are to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.

5. Monthly Payments

A. Prior to the placement of an order under this SIN, the Ordering Agency and the contractor must agree on a “base value” for the products to be leased. The base value will be the contract purchase price (less any discounts). For operating leases the residual value is independent of the purchase option price. The residual value will be used in the calculation of the original lease payment.

B. To determine the initial lease term payment, the contractor agrees to apply the negotiated lease factor to the agreed upon base value:

Monthly Payment Computation Operating Lease (OL Program)

OL Monthly Payment Factor – Number Of Months			
#Months	Factor*	#Months	Factor*
36	0.028347	49	0.021728
37	0.027672	50	0.021362
38	0.027033	51	0.021011
39	0.026426	52	0.020673
40	0.025850	53	0.020348
41	0.025302	54	0.020035
42	0.024781	55	0.020818
43	0.024283	56	0.020505
44	0.023809	57	0.020203
45	0.023356	58	0.019911
46	0.022922	59	0.019630
47	0.022507	60	0.018784
48	0.022109		

Months 36 – 47 months @ 6.95 % ,

Months 48 – 59 months @ 6.95 % ,

Month 60 months @ 5.75

All effective 01 October 2020 Mod 063. **Lease payments are not prorated.**

LTOP Monthly Payment Factor

#Months	Factor*	#Months	Factor*
12	0.086572	37	0.030104
13	0.080146	38	0.029393
14	0.074638	39	0.028719
15	0.069865	40	0.028079
16	0.065689	41	0.027470
17	0.062005	42	0.026891
18	0.058730	43	0.026338
19	0.055800	44	0.025811
20	0.053164	45	0.025307
21	0.050779	46	0.024825
22	0.048611	47	0.024364
23	0.046631	48	0.023923
24	0.044817	49	0.023499
25	0.043149	50	0.023092
26	0.041609	51	0.022702
27	0.040183	52	0.022326
28	0.038859	53	0.021965
29	0.037627	54	0.021618
30	0.036477	55	0.021283
31	0.035401	56	0.020960
32	0.034393	57	0.020649
33	0.033446	58	0.020348
34	0.032555	59	0.020058
35	0.031715	60	0.019216
36	0.030854		

Months 12 - 35@ 7.10 %,

Months 36 – 47 months @ 6.95 %,

Months 48 – 59 months @ 6.95 %,

Month 60 months @ 5.75 %,

All effective 01 October 2020 Mod 063. Lease payments are not prorated.

C. **Examples:** Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

or

The Contractor’s most favored finance rate factor as agreed to during contract negotiations.

The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

D. The purchase option price will be based upon the unamortized principle of the product. The payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership. In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment.

6. Expiration of Lease Term

A. Upon the expiration of the Lease Term, the Ordering Agency will:

- (i) Upon 30 day written notice, return the Equipment to the Contractor or -
- (ii) Purchase the equipment at the fair market value of the equipment or;
- (iii) Obtain requirements in accordance with FAR 8.4 (Ordering Procedures) by issuing a new request for quote.

Note: Customers are advised to see paragraph 15-18 for additional lease expiration provisions.

7. Additions

For the purpose of this solicitation, the definition of an addition is defined as follows:

Additions: The addition of accessories features or other enhancements available for lease under this contract to an existing model (base unit) already installed. Additions shall not change the functionality of the installed equipment.

A. The ordering agency may require the contractor to modify existing leased equipment through order modifications, provided the modifications are customarily offered by the contractor for the equipment leased. The price of the modification will be mutually agreed upon by the ordering agency and the contractor. The ordering agency may pay for the modification at full price upon acceptance, or the modification price may be leased coterminous with the initial lease term. The contract lease interest rate in effect at the time of order of the modification will be used to calculate the monthly payment applicable to the modification. For Operating leases a residual value should be negotiated for the modification.

For example:

Lease to ownership

Price of the modification – \$1,000

Months remaining on the equipment lease – 19

Current contract lease factor at the time of the modification – 0.045 for 24 month lease, the term closest to remainder of lease.

Interest equivalent (i) for lease factor is 0.625 % per month
[rate(N,-pmt,Price)/rate(24,-0.045,1)]

Modification Payment \$55.98
[PMT(i,N,P)/PMT(.625%,19,1000)]

B. The Ordering Agency may affix or install any accessory, addition, equipment or device on the equipment ("additions") provided that such additions:

- (1) can be removed without causing material damage to the equipment;
- (2) do not reduce the value of the equipment; and
- (3) are obtained from or approved by the contractor, and are not subject to the interest of any third party other than the contractor.

C. Any other additions may not be installed without the contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:

- (1) were not leased from the contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.

D. Any additions, which are not removable, will become the contractor's property (lien free).

E. Payment may be modified based on the schedule price adjusted to reflect the actual period until the end of the lease term.

F. Should the Ordering Agency elect to replace equipment under the lease, a new FAR 8.4 competition is required. This does not preclude substitution for failure to perform. Ordering Agencies are advised that when making the decision to conduct a new competition, consideration must be given to the early termination of existing equipment and/or the financial considerations involved with the rollover of existing equipment should the current contractor prevail. Ordering Agencies are strongly advised to perform a cost benefit analysis in accordance with their agency procedures and policies with regard to rollovers.

8. Risk of Loss or Damage

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. Warranty

In accordance with Clause 552.246-73 under this contract, the contractor's warranty, as stated in the contractor's GSA Authorized Price List, is applicable to the lease.

10. Equipment Performance

A. The equipment supplied must be in operational or repairable condition throughout the term of the lease.

- (1) Operational condition means the equipment is producing clear and clean copies, all mechanical accessories are operating as intended and in all respects the equipment is performing up to the standards in the manufacturer's specifications.
- (2) Repairable condition means that the equipment can be repaired by a qualified technician within the terms of the maintenance agreement. Additionally, all required replacement parts are available and the equipment down time does not exceed that specified in the maintenance agreement.

B. After a thirty (30) day notice and cure period, if the equipment continues to fail to be operational or repairable as defined above, the Ordering Agency may take those remedies available to it under either the contractor warranty provisions or default clause set forth in FAR 52.212-4(m). Such recourse will not be the basis for increasing the monthly payment or extending the term of the lease.

C. Maintenance and Support:

Preventive Maintenance: The contractor shall provide preventive maintenance at least equal to the commercial practice. Intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same model of copier.

Response to Service Calls: At minimum, during normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the copier within either nine (9) working hours or sixteen (16) working hours (as specified by the User Activity) after the verbal or written request for the service call. However, for copiers identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the copier within four (4) working hours. Copiers designated critical will be identified by the ordering activity in the order and shall not exceed 5% of the total number of copiers on the order. The contractor's response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Contractors are required to submit a contingency plan to maintain full and proper operation of copiers and to avoid extended delays for repair or replacement of copiers.

Repair and Maintenance Service: Offerors shall submit and include in their pricelist's, a list of Names, addresses, and phone number(s) of authorized representatives, responsible to the contractor, who may be contacted by ordering activities for repair and maintenance of equipment. Only those authorized representatives listed may render maintenance service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or terminate authorized representatives

11. Title

During the Lease Term, the equipment shall always remain the property of the contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the contractor.

12. State and Local Taxes (52-229-1)

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption.

See FAR clauses 52.229-1 State and Local Taxes; 52.229-3 Federal, State, and Local Taxes, which are incorporated by, reference.

13. Early Termination Charges

Equipment leased under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (l) *Termination for the Government's Convenience*.

The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on **the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term** for reasons other than those set forth in section 14, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term (See FAR 17.1). The Ordering Agency and contractor shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

Formula 1: FOR Lease To Own (LTOP) SIN 53242LTOP

Termination Fee = $\text{pmt}(i,n,P) * n - \text{sum of PMT} - \text{FMV}$

"P" = Schedule Price of equipment at time of order, inclusive of Ordering Agency negotiated price reductions should be considered.

"PMT" = Actual Monthly Payment paid on order to termination

"i" = Monthly Interest Rate applicable to the order

"n" = number of months from order to termination

"pmt" = Monthly payment corrected to actual lease term"

"FMV" = Fair Market Value of equipment if returned at termination. Unit price adjustments, residual or FMV values used to calculate operating leases, should not be considered

Formula 2: For Operating leases SIN 53242LOC

Termination Fee = $\text{PV}(i, n, -\text{PMT})$

"PV"= Present Value

"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order

"n"= Number of months remaining from termination date to the end of the lease term

"PMT" = Current monthly payment amount of the original payments through end of the lease

14. Termination For Non-Appropriation

The Ordering Agency reasonably believes that the bona fide need will exist for the entire lease term and corresponding funds in an amount sufficient to make all payment for the lease term will be available to the Ordering Agency. Therefore, it is unlikely that leases entered into under the SINS 53242LTOP/Lease to Own (Copiers), 51 53242LOC/Operating Lease (Copier)all other equipment will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. The determination of the availability of funds is made solely by the Government.

15. Lease Extensions

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4, FSS Ordering Procedures.

16. Lease Expirations – SIN 53242LTOP/Lease To Own Plan

Title to equipment installed under SIN 53242LTOP automatically transfers to the Government upon conclusion of the Lease Term Agreement.

17. Lease Expirations – SIN 53242LOC/Operating Lease and All Other Equipment

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4 covering Ordering Procedures.

Unless notified by the Ordering Agency that the Government intends to exercise its option to purchase the equipment, the equipment, upon the expiration of the lease term, will be removed by the contractor at the earliest practicable time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

In the event the Ordering Agency desires, at any time, to acquire title to equipment leased hereunder, the price will be mutually agreed upon by the parties.

18. Return of Equipment

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.

No Risk Option, SIN 532420C

1. The No Risk period applies only to models shown and commences on the first day after the equipment installation date and terminates 30 days thereafter. For example during a 30 day No Risk period, an installation commencing on the 12th day of the month will terminate on the 11th day of the following month. Charges during the full month of installation will not be prorated.
2. The No Risk flat rate fees for the entire 30 day period as shown. These dollar amounts allow equipment installation and unlimited use of copiers and all accessories. They will be invoiced at the time of installation and are payable at the conclusion of the Period.
3. Should the customer require a longer period to evaluate the equipment, Xerox may offer customers an additional 30 or 60 day No Risk period. In these instances, the charge for each 30 period will be the same as that charged for the initial 30 day period. The maximum duration of any No Risk period is 90 days. The Customer's purchase order must display the period selected.
4. During the No Risk period, Xerox will provide service coverage during normal business hours, Monday through Friday, except for holidays observed by the Government.
5. At the conclusion of the No Risk period, the equipment will be removed unless the Customer notifies Xerox in writing not later than the 10 days prior to the end of the period to convert the installation to i) If available, purchase (SIN 333316C or SIN 51-103), ii) Lease to Ownership Plan (SIN 51-58), or iii) Federal Operating Lease Plan (SIN 532420C). This selection may be made at the time the customer orders the equipment or during the No Risk period.
6. When the Customer elects to purchase the equipment, or convert the equipment to Lease To Ownership Plan (LTOP), any temporary price reduction in effect at the time of conversion to purchase or LTOP applies. The No Risk rates invoiced do not apply towards the purchase price of the installed equipment.
7. Equipment purchased outright during the No Risk periods described herein will receive the applicable warranty period described. The warranty period does not apply to Lease To Ownership Plan (LTOP) orders. The Period of Assured Availability of Full Service Maintenance will be the same as that provided for Outright Purchase and LTOP installations.

Bill Codes: 30 days, 1B30/0
 60 days, 1B60/0
 90 days, 1B90/0

Full Service Maintenance (FSM) Xerox Copiers and Accessories, SIN 81121SA

Base FSM price plans for all Models currently available can be found on www.xerox.com

1. Description of FSM

- 1.1 Xerox will maintain the Equipment in good working order.
- 1.2 Unscheduled repair service necessitated by ordinary use will be provided as required by and at the request of the Government (no call limit) during Xerox' normal eight working hours Monday through Friday, except holidays observed by the Government.
- 1.3 Xerox shall have full and free access to the machines to per-form service thereon. Xerox shall not be responsible for failure to render service due to causes beyond its control.
- 1.4 Replacement parts will be furnished on an exchange basis and will be new or equal to new in performance. All parts removed due to replacement become the property of Xerox Corporation.
- 1.5 The rates include the furnishing and installation of photoreceptors (belts, drums) or brushes where applicable.
- 1.6 Xerox will install on-site engineering improvements bearing the internal Xerox designation "mandatory retrofit".
- 1.7 Xerox reserves the right not to accept orders for FSM in remote areas or in areas not adequately serviced by Xerox.
- 1.8 Xerox will grant Customer one copy credit for each copy presented which in Xerox' judgment is unusable OR, which was produced by Xerox when servicing the machine. Invoices will reflect copy credits deducted from the total volume. For FSM plans based on the number of copies generated from each original, the per copy credit amount will be in accordance with the then current rates.
- 1.9 Xerox has the sole right to install developer purchased by the Government. Xerox will dispose of used developer unless other-wise requested by the Government

2. FSM Does Not Include

- 2.1 Services not described herein, including, but not limited to services where free access is not available, service on machines not having a valid serial number or U.L. certification, additional retro-fits, services connected with relocation of equipment, adding or removing of accessories, attachments or other devices, exterior painting or refinishing the unit, the performance of normal operator functions as described in Xerox Operation Manual(s) or repair of damage or increase in service time resulting from operator neglect or applications for which the unit was not designed.
- 2.2 The furnishing of developer, fuser oil and webs, or other supply items, except photoreceptors.
- 2.3 If the Government requests service outside the terms herein, it will be furnished if available as an Open Market Item.
- 2.4 Key operator functions. The Government shall provide Equipment key operators for each shift of operation and Government shall present operators to Xerox at Xerox' training location nearest Government's Service Address for instruction in the use of the Equipment.

3. Accessories

- 3.1 When an accessory is purchased from Xerox for which FSM pricing is available herein, and the accessory is placed on a machine which is under FSM, that accessory must be included in the FSM effective upon the expiration of the purchase warranty of the accessory. The period of availability of FSM for the accessory will be concurrent with the copier.
- 3.2 Any accessory purchased from Xerox for which no FSM pricing is available herein, and which is attached to the copier will be serviced as part of the normal service of the copier without additional charge.

4. Replacement of Machines and Accessories

- 4.1 If Xerox, in its sole discretion, cannot maintain the Equipment in good working order during the Initial Period of Assured Availability (shown in paragraph 16), Xerox shall replace such Equipment with the same model or a different model with comparable capabilities. If the unit is replaced with a different model, the FSM rates will be those applicable to the replacement model.
- 4.2 If Xerox cannot maintain an Accessory (for which FSM pricing is available) in good working order, it shall replace that Accessory in accordance with paragraph 4.a, but shall have no obligation to replace the Mainframe and/or any accessory which Xerox determines to be in good working order.
- 4.3 All placement, removal and transportation (except rigging charges) shall be borne by Xerox.
- 4.4 If the Equipment is replaced, the replacement unit is allowed the balance of the initial period of assured availability remaining on the unit replaced. No warranty period will apply.

5. Meter Readings

Meter readings will be mailed to Xerox by the Government on forms provided by Xerox as follows:

- 5.1 Monthly Billed Plans - on the last day of each month.
- 5.2 Post Quarterly Billed Plans (with Semi Annual Copy Allowance) - on the last day of March and September of each Federal Fiscal Year.

Meter readings may also be provided Xerox electronically by:

- 5.3 Touch tone phone through a Xerox toll free number,
- 5.4 Personal computer (with MS-DOS compatible software and modem) which dials a Xerox toll free number, or
- 5.5 Remote Interactive Communications (RIC) available on certain Xerox models. For the detailed procedure, contact your Sales Representative.

6. Proration of Billing for Partial Months or Partial Quarters

The following terms are applicable to the partial months or quarters of initiation and/or cancellation:

- 6.1 Monthly Billed Plans - The monthly minimum charge, the monthly copy allowance included in the monthly minimum charge and the accessory charge (if any) will be prorated on the basis of 30 days in a month.
- 6.2 Post Quarterly Billed Plans - The post quarterly billed minimum charge and the accessory charge (if any) will be prorated on the basis of 90 days in a quarter. The semiannual copy allowance included in the post quarterly charge will be prorated on the basis of 180 days in a semiannual period.

7. Irregular Submission of Meter Readings, Billing Procedure

- 7.1 When the meter readings cover a period of less than 25 days or more than 35 days for monthly billed plans or, less than 175 days or more than 185 days for quarterly billed plans (which have a semiannual allowance), the monthly or quarterly (whichever is applicable) minimum charge and the charge for accessories will be billed without proration.

The copy allowance will be prorated as follows:

Monthly Billed Plans: Prorated on the basis of 30 days in a month.

Quarterly Billed Plans with Semi Annual Copy Allowance: Prorated on the basis of 180 days in a semiannual period.

- 7.2 If the Government does not submit a meter reading, Xerox may estimate the billing based on previous usage. If insufficient data is available for estimating usage, Xerox will bill only the minimum charge and the charge for accessories, if any.
- 7.3 When a meter reading is received for the lapsed period, Xerox will bill for the total period since the last meter reading (or estimated reading) less a credit for any minimum or accessory charges previously billed.

8. Service Response Time

Applicable to units installed in the 48 contiguous states and the District of Columbia:

If service is not provided within 9 consecutive regular working hours of Xerox, after notice is given by the Government, a credit for inoperative equipment time exceeding such 9 hours may be allowed at the request of the Government if the equipment is within the 48 contiguous states and D.C. and within 30 miles of a Xerox service facility (for equipment located within 30 to 60 miles, the time exceeding 18 hours will be used). Any credit allowed under this provision will be in the form of a credit memo. Credit shall be computed as follows:

Equipment on a meter basis: 1/30 of the monthly minimum (or 1/90 for quarterly billed plans) for each day (or pro rata share for a partial day based on 8 hours) in excess of the nine hours provided that the minimum monthly copy allowance was not attained because of the lack of service.

Equipment and accessories on a flat monthly rate: 1/30 of the monthly FSM charge for each day (or pro rata share based on 8 hours) in excess of the nine hours.

9. Downtime Credit

Applicable to units installed in the 48 contiguous states and the District of Columbia

Xerox shall grant a credit to the Government for any machine which fails to perform at an effectiveness level of 90 % during any month. The effectiveness level for a machine is computed by dividing the total productive time of 240 hours by that time plus machine failure downtime during regular working hours, excluding the causes of downtime stated below. The credit shall be a percentage amount of the minimum monthly FSM charge (or 1/3 of quarterly charge for quarterly billed plans), which is determined by subtracting the actual percentage of effectiveness level attained during the month from 100. Credit will be issued in the form of a credit memo.

The following causes are not allowable in computing down-time; non-compliance with operator manual, use of unsuitable operating supplies, units located more than 30 miles from a Xerox service facility, equipment operated at any time other than 8:00 am to 5:00 pm and downtime for which credit was requested under the 'Guaranteed Response Time' herein.

The Government will be responsible for initiating any of the actions above and maintaining the records to support the request.

10. Equipment Relocation

Relocation of equipment should be made by Xerox to prevent equipment damage except for relocations which Xerox determines prior to the move do not require trained moving or technical personnel. If the relocation is made without Xerox and damage to the equipment occurs, the Government will bear the repair expense (open market item). When relocation (either internal or external) is necessary, the Government will request a price quotation from the local Xerox office. Xerox will submit a quotation of an amount which will not be exceeded, and the Government will issue a purchase order in that amount. If after the move the actual charges are less, Xerox will invoice the lesser amount. The cost of a move will vary depending on equipment type, distance, etc.

Xerox quotation will include the costs of transportation (if any), rigging (if any) plus the hourly labor rate charges for the necessary Xerox Technical Representative at the old and new site. All charges will be an open market item.

11. Period of FSM Renewal

The required period of all FSM plans herein is for the entire Federal Fiscal year from October 1 (or new equipment installation initiation date if later) through September 30. FSM renewals issued by the Government on a Quarterly basis are not acceptable. The FSM renewal term must remain throughout the twelve-month period unless a 30-day written notice of cancellation is received by Xerox. All leases and Managed Services require FSM for the full term of the lease and Managed Services Agreement.

12. Late Renewal of FSM

Except for new installations occurring after the start of Fiscal Year, Xerox will not accept any partial Fiscal Year FSM renewals for equipment which was installed in a previous fiscal Year. Late FSM renewals must obligate funds for the full twelve (12) month period (10/1/XXXX thru 9/30/XXXX). Customers who submit partial Fiscal Year renewals during any part of fiscal year may only renew service coverage on an open market, Time and Material basis.

13. Cancellation of FSM by the Government

Prior written notice is required if the Customer elects not to renew FSM for the upcoming fiscal year. If equipment is cancelled any other time, 30 days written notice is required. Open Market Time and Materials invoice(s) will be submitted to the Government if the customer has chosen not to provide renewal notification under the Contract per the following circumstances: (a) When service is requested by the customer and performed by Xerox prior to receipt of customer's Fiscal Year renewal document; or (b) service is performed by Xerox at the customer's request after customer submits the 30 day written notice of cancellation. Upon receipt of the required 12 month renewal Purchase Order, Xerox shall credit out any previously submitted Open Market Time and Materials invoices.

14. Price Plan Conversions

Conversion from one plan to another may be made at any time with prior written notice and effective at the earliest mutually agreeable date except that the following conversions are not permitted:

Conversions effective on or after September 1, 20XX and before October 1, 20XX (conversions in the month of September not permitted).

Retroactive conversions during the course of the contract period.

15. Obligation of Funds

Xerox is not obligated to monitor the use of machines to ensure that billings do not exceed amounts shown on purchase orders. The Government will be responsible for ensuring that adequate funds have been allocated for excess meter usage. Consequently, the amount of funding shown on any purchase order shall not be binding on Xerox.

16. Period of Assured Availability of FSM for Equipment that has been under Xerox FSM continuously since Purchase

- 16.1 Initial Period: Xerox will honor FSM orders which become effective on the date of purchase (or the expiration of the purchase warranty, if applicable) for the initial period as specified below. Orders will be honored during the initial period at rates in effect at the time the service is provided.
- 16.2 Extended Period of Availability: Upon expiration of the Initial Period of Assured Availability, and at the beginning of each sub-sequent fiscal year, Xerox, subject to its evaluation and/or inspection of the Equipment, may accept or reject the renewal of FSM.

17. Availability of FSM for Xerox Equipment that has not been under Xerox FSM continuously since the Date of Purchase

- 17.1 Full-Service Maintenance is only available for equipment having a valid Xerox serial number and UL listing.
- 17.2 Equipment purchased from Xerox and/or serviced on other than a Xerox Full Service Maintenance (FSM) basis which has been installed for less than five years from the Warranty Expiration Date, the Option to Purchase Date or the Equipment Installation Date, whichever is appropriate, is eligible for FSM subject to inspection of the Equipment and repairs and parts replacement necessary to bring the Equipment to Xerox standards. Customer shall pay a charge for inspection and repair based on the hourly rate and the Xerox Parts Price List, both an open market item. Parts replacement shall include replacement of the photoreceptor if required to meet Xerox standards. In the event Equipment is not placed on FSM after an inspection requested by the Government, all charges attributed to such inspection shall be paid by the Government.
- 17.3 Equipment will not be accepted for FSM if five years have elapsed from the Warranty Expiration Date or the Equipment Installation Date or if the Equipment cannot be brought to Xerox standards.

18. Availability of FSM in Alaska: Full-Service Maintenance for machines installed in Alaska is available under this Contract at the rates shown herein

19. Reserved

20. Customized FSM, all plans and prices shown herein can be customized to meet the specific needs of the customer

Customization will be based on the prices, allowances and meter rates shown herein and can include one or more of the following:

- 20.1 Consumable supplies within the FSM charge, see Appendix D
- 20.2 Customized copy allowance plans, including plans based on flat rate pricing, actual customer usage, or specific monthly allowances with additional charges for excess copies.
- 20.3 Standardization of the excess meter charges for all of the customer's Xerox equipment
- 20.4 Establishment of firm, fixed FSM prices over future Fiscal Years in accordance with I-FSS-969-Escalation Rates not to exceed 2.35 %.
- 20.5 Quarterly (versus monthly) reconciliation of excess meter charges
- 20.6 Creation of "pools" where the customer receives a consolidated invoice for all equipment lease payments, FSM and consumable supplies

Software License and Support, SIN 81121SA

1. Licensed Software

The term "Licensed Software" shall mean any or all of object code, support documentation, and other related material for the Xerox Software Products described herein.

2. License Grant

- 2.1 Subject to the payment of the license and mandatory Licensed Software support fees and subject to paragraphs 5A, 6 and 7 below, Xerox grants to the Customer a non-transferable, non-assignable (by operation of law or otherwise), non-exclusive perpetual license to use the Licensed Software only with the Xerox products (in which the Licensed Software was initially loaded) in connection with the purchased, rented or Leased Equipment (as applicable) furnished by Xerox ("Designated System"). Customer may assign and/or transfer Licensed Software ONLY WITH THE PRIOR WRITTEN CONSENT OF XEROX. At all times title to the Licensed Software and any copies made thereof shall reside exclusively with Xerox. This License commences on the date the Licensed Software is initially installed in the Designated System which shall be deemed to be the Designated System's Installation Date.
- 2.2 If Customer elects to use Licensed Software on multiple Systems at one time, separate license agreements must be executed by Customer for each such System

and additional license and support fees shall be payable. Customer may, with the written consent of Xerox (which consent shall not be unreasonably withheld) redesignate the System in which the Licensed Software may be used.

3. Copying Restrictions

Customer may copy the Licensed Software, in whole or in part, consistent with the License Grant in paragraph 2 for backup or archive purposes provided no more than two (2) copies are in existence at any one time. Each copy shall include in readable format any and all confidential, proprietary, and copyright notices or markings contained on the original provided by Xerox.

4. Unauthorized Use and Customer Compliance

Customer agrees to use all reasonable efforts to ensure that persons employed by Customer or under Customer's direction and control (including consultants) abide by the terms and conditions consistent with the License Grant in paragraph 2 including, without limitation, not knowingly permitting anyone to use any portion of the Licensed Software for the purpose of deriving its source code. In the event the Customer becomes aware that the Licensed Software is being used by such persons in a manner not authorized by this Agreement, Customer shall immediately use all reasonable efforts to have such unauthorized use of such Licensed Software immediately cease. Customer agrees to notify Xerox in writing of the unauthorized use in the event that such unauthorized use continues for an unreasonable period after Customer becomes aware thereof.

5. Software Support

5.1 Subject to payment by Customer of the applicable mandatory Licensed Software support fee and performance by Customer of all of its obligations under this Agreement, Xerox shall provide support for the Licensed Software for the period of seven (7) years commencing on the date the Licensed Software is initially installed in the Designated System which shall be deemed to be the Designated System's Installation Date or until the end of the Designated System's period of assured availability whichever comes first. Xerox will give Customer reasonable prior written notice of the effective date of discontinuance of Software support. For purposes of this Agreement, Licensed Software support shall consist of the following for the then current release and, subject to timely compliance by Customer with its obligations under paragraph 5C below, the immediately preceding release of the Licensed Software:

5.1.1. Xerox will provide to Customer from time to time as Xerox deems appropriate Licensed Software releases which incorporate coding error fixes (a "maintenance release") or, at least in part, incorporates an enhancement or addition to the features and/or capabilities of the Licensed Software or is a new feature/capability (a "functional release"). Xerox reserves the right to charge Customer a separate license and/or support fee for a functional release. A maintenance release will be provided at no charge to the Customer.

5.2 Xerox will use reasonable efforts to attempt to resolve Licensed Software coding errors provided that Customer submits to Xerox a request to fix a coding error via a Software Problem Actions Request (SPAR) form.

5.3 Xerox technical support personnel will perform installation of Licensed Software release(s).

5.4 The provision by Xerox of a Customer Telephone Support Center for the resolution of user problems and questions relating to the Licensed Software.

5.4.1 Xerox shall not be deemed in breach of its Licensed Software support obligations if in order to implement, in whole or in part, a new Licensed Software release (either a maintenance or functional release), Customer must procure, at additional cost, additional hardware and/or software from Xerox or any other person.

5.4.2 Xerox Licensed Software support is contingent upon Customer implementing the then current Licensed Software maintenance release within six (6) months from the date such release was made available to Customer. If Customer fails to timely implement such Licensed Software maintenance release, Xerox may immediately discontinue providing support for Licensed Software upon notice to Customer. If a failure to implement the most current Licensed Software release (whether a maintenance or functional release) causes an increase in the cost to Xerox of providing Equipment maintenance for the Designated System, Xerox may immediately discontinue maintenance for the Designated System upon notice to Customer. In addition, while Customer is under no obligation to implement a Licensed Software functional release, if the Licensed Software release then implemented by Customer is neither the most current release nor the immediately preceding release (whether a maintenance or functional release), Xerox shall have no obligation to support the release implemented by Customer.

6. Termination of License

This License shall terminate immediately: (i) if, upon expiration of thirty (30) days from the date of written notice by Xerox of a material default under this license is sent to Customer, and such default has not been cured; (ii) if Xerox elects to accept return of the Licensed Software under paragraphs 7A or 8 of this License; (iii) if Customer sells or otherwise ceases to use the Designated System on which Licensed Software is being used; or (iv) if Designated System is traded-in for another Xerox product.

Following termination Customer shall (i) promptly discontinue use of Licensed Software and shall either deliver to Xerox and/or destroy all Licensed Software and related materials furnished by Xerox, together with all copies of the Licensed Software (including erasing Licensed Software from memory or data storage apparatus under the control of Customer) and (ii) warrant in writing to Xerox within thirty (30) days of termination that the Licensed Software, related materials and all copies thereof have been either returned to Xerox and/or destroyed and erased from such memory and/or data storage apparatus.

7. Warranty and Disclaimer

7.1 Xerox warrants that for a period of ninety (90) days from the date of delivery to Customer of the Licensed Software that (a) the Licensed Software shall be free from material coding errors and (b) the physical media on which the Licensed Software is resident shall be free from defects in materials and workmanship. The Customer must notify Xerox in writing of a material coding error or a media defect within the 90 day warranty period. Xerox, at its option, may either provide Customer with Licensed Software/media, as the case may be, which is free from, or a workaround which avoids the material coding error/media defect and if Xerox cannot do so, as its sole obligation and as Customer's sole remedy, Xerox will accept the return of the Licensed Software and Designated System, refund any applicable Licensed Software fees (and Customer shall promptly destroy all copies of the Software), and terminate/rescind the Agreement pertaining to the Designated System without

further obligation on Customer's part except to pay all Maintenance or Term Lease charges (if applicable) for the Designated System accruing during the period such System was available for use by Customer. If the Designated System was purchased, Xerox will refund the purchase price paid to Xerox less a sum equal to the reasonable rental value of such System during the period the Designated System was available for use by Customer. All other payments made by Customer pertaining to the Designated System will be retained by Xerox. Xerox shall provide the replacement Licensed Software/media, workaround, or refund the appropriate fees within a reasonable time after receiving the notice of a material coding error from customer.

Xerox does not warrant that the operation of the licensed software will be uninterrupted or error free.

- 7.2 The express warranties set forth above are in lieu of any other express or implied warranties. Xerox disclaims the implied warranties of merchantability or fitness for a particular purpose. Xerox disclaims any and all warranties and representations made by persons other than Xerox including, but not limited to, distributors of any Xerox software.
- 7.3 The express warranties set forth above shall be void if customer fails to properly use the licensed software in the appropriate environment as specified in the appropriate environment as specified in the release documentation and/or User Guide.

8. Patent and Copyright Indemnification

Xerox will defend Customer from, and pay any ultimate judgment for, infringement in the United States by the Licensed Software of any patent, trade secret, or copyright, if Customer promptly notifies Xerox in writing of any alleged infringement, allows Xerox to defend, and cooperates with Xerox. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox agrees to them in writing. To avoid infringement, even if not alleged, Xerox may, at its option, and at no charge to Customer, obtain a license, or modify, or substitute an equivalent of, or remove the Licensed Software. If Licensed Software is removed by Xerox for this reason, the software license fees paid by Customer will be fully refunded. Xerox is not liable for any infringement due to the Licensed Software being made or modified (by Xerox or others, including Customer) to Customer specifications, or being used or sold in combination with equipment, software, or supplies not provided by Xerox.

Xerox has no other express or implied warranty of non-infringement or liability for infringement or any damages therefrom.

9. Limitation of Liability

The parties agree that, to the extent permitted by applicable law, Xerox limits or disclaims liability related to the manufacture, delivery, or use of the licensed software as follows:

- 9.1 For direct damages, Xerox' liability is limited to the greater of the amounts paid by customer or 10 % of the amount required to be paid by customer for the software giving rise to, or which is the subject of, the claim, whether the claim alleges breach of contract, tortious conduct, including but not limited to negligence, or any other theory;
- 9.2 Xerox disclaims liability for indirect, incidental, special or consequential damages (including but not limited to loss of use, revenue, or profit) whether the claim alleges breach of contract, tortious conduct, including but not limited to negligence, or any other theory.

10. Miscellaneous

- 10.1 No delay or failure of Xerox to exercise any right or remedy will operate as a waiver of such right or remedy.
- 10.2 This License shall be construed in accordance with and be governed by the laws of the state in which the Designated System is initially installed or services rendered.

Xerox Document Management Services (XDMS) SIN 561439

1. Description of Document Management Services

Xerox Document Management Services (DMS) offers complete and comprehensive management approach to outsourcing Document Management and Document Production. DMS represents fully bundled Service offerings designed to meet total document production requirements. Xerox products offered in GSA Multiple Award Schedules may be bundled under DMS for new installations of equipment (Plan A) and conversion of existing installations (Plan B).

Prices quoted by Xerox Representatives are based on this GSA Multiple Award Schedule and consists of the equipment price (SIN 333316C), finance factors (SIN 53242LOC), full service maintenance and supply price (SIN 81121SA) all found in this price list. These components are uniquely configured to meet the customer's requirements. Pricing consists of a Monthly Minimum Fee (DMS-A-MMF or DMS-B-MMF), a Monthly Impression Allowance, and a charge for each impression made over the Monthly Impression Allowance (referenced hereafter as "Overage") or a Flat Rate plan based upon their historical volume and specific requirements.

DMS provides Xerox personnel to enhance productivity of document management products and services. Xerox personnel will ensure that the customer's document management requirements are satisfied in accordance with the Operational Standards of Performance agreed upon between the customer and Xerox. Senior Consultants, Consultants, Administrative staff, Electronic Systems Operators and Copier/Duplicator Operators may be assigned to either Plan. **In addition to the standard Delivery Order content an order for XDMS shall contain the GSA Contract Number, GS-03F-137DA, SIN 561439 and Xerox Document Management Services.**

DMS Service Offerings

- **Document Management Services**
Services include managing the migration from analog to digital office environments including e-mail, network operating systems, desktop operating systems and desktop application software, assistance in technology and document workflow optimization, asset utilization and volume trend analysis. Xerox will offer end-user assistance and training.
- **Document Management Operation**
Xerox personnel will perform functions relating to document management, systems management and print shop operation. These activities include performance troubleshooting, third party equipment management, production support, tasks related to the operation and use of document management equipment and skilled personnel to promote optimized utilization of assets through user awareness and volume redirection.

- **Data Center Services**
Document Solutions Administration, Document Consulting, Document Solutions Management, **Personalized Color Document Services**
- **Document Repository Services**
Engineering Document Management, Records Management, Xerox Learning Bridge, Forms and Administrative Document Management, DocuShare
- **General Office Services**
Document Solutions Administration, Document Solution Support, Document Solutions Management, Desktop Services, Network Services Design and Implementation.
- **Print Shop Services**
Production Document Assessment, Document Solutions Administration, Document Solutions Management – Print Shop, Large Format color Services, Pre-press Services.
- **DocuCare**
DocuCare is an innovative service designed to have an immediate impact on productivity and efficiency by maximizing the performance levels of the technology. DocuCare certified account associates are trained to perform regular maintenance checks to identify potential problems and proactively make the necessary replacements or minor repairs. DocuCare training also enables Xerox personnel to keep systems fine-tuned for optimum document quality.

DMS Plan A – Bundled Services with new Xerox equipment

Consists of the following components:

- any combination of customized DMS Service Offerings
- new installations of Xerox supplied equipment/software
- equipment maintenance
- consumable supplies excluding paper (toner, developer, fuser oil, staples and binder tapes)
- site management

DMS Plan B – Bundled Services with Government owned Xerox equipment

Consists of the following components:

- any combination of customized DMS Service Offerings
- maintenance of existing government-owned Xerox equipment consumable
- supplies (toner, developer, fuser oil, staples and binder tapes) excluding paper
- site management

Total Satisfaction Guarantee

Plans A and B carry the Xerox Total Satisfaction Guarantee. Please refer to SIN 333316C, the Contract Price List for terms.

Full-Service Maintenance

On-going Full-Service Maintenance activities for DMS Plans A and B shall be performed per the terms and conditions of “Full Service Maintenance (FSM) for Government Owned Xerox Copiers and Accessories” SIN 81121SA and the “Supplementary Terms Applicable to Xerox Systems Services Agreement”.

Billing

DMS Monthly Minimum Fees are fixed for the contract term. Invoices are billed post monthly. Customized billing is available at the customer's request and may include quarterly reconciliation of Overage charges if any.

Special Terms, Xerox Document Management Services (XDMS)

1. Contract Term

1.1 Plan A installations will be a minimum of a 36 months to a maximum of 60 months. Some products may be eligible for a maximum term of 60 months. Consult your Xerox Representative for details.

1.2 Plan B installations will be a minimum or 12 months to a maximum of 60 months

2. Title

Title to equipment/software provided under a DMS Plan A will remain with Xerox. Title to equipment managed under Plan B remains governed by the original transaction terms and conditions.

3. Operational Standards of Performance

Xerox will perform DMS in accordance with Operational Performance Standards, (“Standards”), as mutually agreed upon by the Government and Xerox. Standards will define the document services and activities to be performed under the DMS Plan. These standards will, at a minimum, include such items as job turnaround time parameters, maximum number of impressions per day, copy quality expectations, time performance and accuracy ratings and the management of consumable supplies inventories included within the Plans.

If the Government feels that Xerox is not performing in compliance with the Standards, Xerox, upon written notice from the Government, will meet to discuss the issue(s). Xerox will then correct any such non-performance issue(s) within 30 days of notification from the Government. Should Xerox fail to correct the specified non-performance issue(s) within 60 days of the written notice, the Government may terminate the DMS Plan without the payment of Premature Discontinuance Fees.

4. Services

4.1 Shift Periods for Equipment Operators

4.1.1 The Government and Xerox, under the Operational Performance Standards, will agree to DMS shift periods. All shifts will include holidays observed by the Government. First-shift is normally provided within eight regular daytime working hours, Monday through Friday. Second and third shift hours will follow the 1st shift in eight-hour segments, on a Monday through Friday basis.

4.1.2 DMS shift periods requested by the Government which extend beyond shift hours defined in the above item, shall be provided on an "if available" basis only, at the then-current Xerox over time service rates (Open Market).

4.2 Personnel

4.2.1 Xerox will provide sufficient personnel to perform the Services as set forth in the Operational Performance Standards.

4.2.2 Xerox personnel performing the Services will perform in a professional manner and will comply with all of the Government's applicable security and safety regulations. The Government will provide copies of these regulations, and any applicable updates, to Xerox for communication to Xerox' personnel.

4.2.3 If the Government is dissatisfied with the performance of any Xerox personnel, the Government will notify Xerox of the specific deficiencies in writing, and Xerox will address these non-performance issues within 5 working days. If the Government remains dissatisfied with the performance of Xerox personnel after Xerox has taken remedial action, Xerox will replace such personnel. If the Government believes that the actions of such personnel warrants immediate action, the Government will contact Xerox and provide the grounds for the request and Xerox will act immediately.

5. Equipment/Software

Xerox equipment and software provided under Plan A are the property of Xerox. During the DMS term, Xerox will assume all responsibility for loss or damage to the equipment and software installed under Plan A, unless caused by the negligence or willful act of the Government.

6. Copyright

Xerox and Xerox shall have and maintain ownership of copyrightable works and other intellectual property produced while performing Services for the Government with the exception that the Government will maintain ownership of any copyrightable works prepared by the Government, or derivatives prepared therefrom by Xerox in performing the Services.

7. Confidential Information

- 7.1 Government Confidential Information. While performing DMS services, except as may be required by law, Xerox personnel will not disclose the Government's confidential information which may become known to Xerox while performing Services ("Government Confidential Information"). Xerox personnel will be instructed that they shall not remove any of the Government's documents or other materials and that they shall not disclose any Government Confidential Information to any persons other than the Government's personnel, unless the Government authorizes Xerox in writing. Xerox' obligations hereunder do not apply to any Government Confidential Information which (i) is in the public domain prior to, at the time of, or subsequent to the date of disclosure to Xerox through no fault of Xerox, (ii) was rightfully in our possession free of any obligation of confidentiality, (iii) was communicated by the Government to a third party free of any obligation of confidence, or (iv) was developed by Xerox employees or agents independently of and without reference to any of Government Confidential Information.
- 7.2 Xerox Confidential Information: While performing under DMS, Xerox will disclose to the Government certain confidential business information ("Xerox Confidential Information") including but not limited to the Procedures Manual. The parties agree that the Procedures Manual shall be considered Xerox Confidential Information. In addition, any documents marked confidential, "Doculock" restricted, proprietary or a similar designation shall be considered Xerox Confidential Information. The Government will not disclose such information to any third party, except as may be required by law, unless such Xerox Confidential Information (i) is in the public domain prior to, at the time of, or subsequent to the date of disclosure to the Government through no fault of the Government, (ii) was rightfully in the Government's possession free of any obligation of confidentiality, (iii) was communicated by Xerox or Xerox to a third party free of any obligation of confidence, or (iv) was developed by the Government's employees or agents independently of and without reference to any of Xerox Confidential Information
- 7.3 The obligations of Confidential Information set forth above shall terminate one year after expiration or termination of DMS.

8. Indemnification/ Limitation of Liability

- 8.1 In the event, and to the extent, any negligent act or act of omission of Xerox or the Government, or their respective employees, agents or representatives causes (i) damage to or destruction of property of the other party or third parties, and/or (ii) death or injury to any person, then such party shall indemnify, defend and hold the other party harmless from and against any and all claims, including reasonable attorneys' fees and expenses, which are brought as a result, provided that the party to be indemnified gives the indemnifying party reasonable notice and the opportunity to defend.
- 8.2 The Government agrees that it will not direct Xerox to perform services under DMS that would constitute an infringement of copyright or other intellectual property rights. If a third party brings a claim against Xerox for copy-right infringement or other intellectual property rights infringement arising from our performance of Services at the customer's direction under this Agreement, you agree to indemnify, defend at your expense, and hold Xerox harmless, provided Xerox gives the customer timely notice and cooperates with the customer in the defense.

8.3 Except as set forth in sections 8(i) and 8(ii), neither party will be liable to the other for consequential, punitive, special, indirect or incidental damages, including but not limited to loss of use, revenue or profit, arising in contract or in tort (including without limitation negligence) even if such party has been advised of the possibility of such damages and notwithstanding the failure of any remedy provided herein.

9. Premature Discontinuance Provisions

DMS Plan A

If the Government terminates this contract prior to its expiration or requires that a unit of equipment be removed, the Government shall pay all amounts due Xerox as of that date and a Premature Discontinuance Fee (PDF). The PDF is the monthly equipment component, for each unit/accessory being terminated, times the number of months remaining in the contract. In addition, the Government agrees to return the equipment in the same condition as when delivered with reasonable wear and tear excepted. The PDF is calculated as follows:

Example:

$$x - \frac{x}{(1.008333)^n} \div .008333$$

x = The then current monthly principal and interest portion (buy unit)

n = The number of payments remaining in the specified term

I = Interest Rate.

Interest rate factor may vary and is based upon the interest rate used at time of initiation

DMS Plan B PDF's. Plan B PDF's are in accordance with FAR 12.403(d)(1)(2) Termination for the Government's Convenience.

PDF's are waived only when the Agency has been abolished or disestablished either by Agency mandate or by Act of Congress, and Xerox receives at least 90 days prior written notice from the contracting officer responsible for the installation attesting to the closure or when Xerox receives written notice signed by the contracting officer responsible for the installation that sufficient funds have not or will not be appropriated to renew the XDMS and/or to initiate a replacement model installation for the subsequent fiscal year(s).

10. Equipment/ Accessory Trades and Upgrades

The rates shown apply to the base configuration of the Xerox models shown. Should the customer elect to include any accessory or other feature otherwise available under this Contract, Xerox will provide a quotation for the incremental charge to cover the accessory/feature. This incremental charge will be covered by the terms of this contract.

11. Meter Readings

Meter Readings shall be submitted by the Government to Xerox at the close of each calendar month for all equipment under these Plans on meter cards provided by Xerox. Invoicing will be rendered post monthly. If the Government fails to submit a meter card, Xerox will estimate the DMS charges for that month. Meter reads may also be submitted to Xerox electronically by:

- i) touch tone phone through a Xerox toll-free number,
- ii) personal computer (with MS-DOS compatible software and modem) which dials a Xerox toll-free number or,

Remote Interactive Communications (RIC) available on select Xerox models. For the detailed procedure, contact your Xerox Representative.

12. Eligible Users of DMS

DMS is available to any authorized user of the contract. Excluded are Federal contractors other than those responsible for the total operation, on behalf of the Government, of an entire Government Owned Contractor Operated (GOCO) site.

13. Termination Ceiling Charge (TCC)

Equipment acquired under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (l) **Termination for the Government's Convenience**.

The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term (See FAR 17.1). The Ordering Agency and contractor shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

SIN 54161MPS

Managed Print Services

Managed Print Services (MPS) includes equipment and services required to manage imaging output that may include printing, scanning, copying, and fax devices in a system that monitors and reports status, needs and usage trends on regular basis. The MPS plan may be based on a needs analysis completed under SIN 541610. Services may include but are not limited to creating a business plan solution that incorporates recommendations for each existing piece of equipment (including removing/retirement/recycling/disposal). The plan may be phased to allow for an orderly progression to the new output environment. The plan should take into account the usage and floor plan of the equipment.

Xerox' MPS offers a comprehensive approach to managing the print/imaging needs of the agency. The entire array of Xerox products offered under GS-03F-137DA may be bundled under MPS, and Xerox also has the capability to support non-Xerox customer-owned products. Prices quoted by Xerox are based on GS-03F-137DA and are calculated using the following components:

For MPS involving the lease of only Xerox-brand devices:

- equipment prices from SIN 333316C to calculate the equipment component
- finance factors in SIN 53242LOC to calculate the monthly payment and Termination Ceiling Charge amounts,
- full service maintenance from SIN 81121SA and
- supplies (consumables) prices from SIN 339940

may include the support of non-Xerox, customer-owned products, a service whose features and pricing methodology are described more fully in the section entitled "Xerox Print Services. The above components are uniquely configured to meet the customer's print requirements and presented in pricing that consists of a Monthly Minimum Charge, a Monthly Print Allowance, and a charge for each impression made over the Monthly Print Allowance (referenced hereafter as "Overage"), except in cases where the customer has elected a Flat Rate plan based upon their historical volume and specific requirements.

unlimited Monthly Print Allowance.

In addition to the standard Delivery Order content, an order for MPS shall contain this GSA Contract Number, GS-03F-137DA, SIN 54161MPS and the phrase "Xerox Managed Print Services." All Task Order must include a Statement of Work, a list of equipment in each Order.

Terms Applicable to the Managed Print Services Agreement

SCOPE AND STRUCTURE.

This SSA sets forth the terms and conditions under which Customer may establish one or more Services Contracts for the acquisition in the U.S. of Services, Maintenance Services and Deliverables from Xerox. Each Services Contract under this SSA constitutes a separate contract/Task Order and will be assigned its own Services Contract Number consisting of the above SSA number followed by a three digit extension, this is an internal Xerox reference number. Each Services Contract/Task Order will be established when Customer submits and Xerox accepts the first Order with a new Services Contract Number. Customer may add Services, Maintenance Services or Deliverables to an existing Services Contract by issuing additional Orders referencing the applicable Services Contract Number. Each Services Contract will consist of the applicable terms and conditions of this SSA, the first Order and each additional Order with the same Services Contract Number. Xerox may provide Services and/or Products through its U.S. affiliates. Capitalized terms are defined in Section 25 unless defined where first used.

SERVICES.

Xerox will provide the Services set forth in each Order and, if the Services do not comply with the service levels set forth in a Statement of work (“SOW”) during its term, Customer agrees to notify Xerox in writing detailing its concerns regarding the same and provide Xerox a cure period of not less than ten (10) business days or more.

1. ORDERS.

- a. Services and Deliverables provided by Xerox will be set forth in one or more Purchase Orders (“PO”) which will be mutually agreed upon and signed by the Customer and which will specify Customer’s requested shipment date, installation site, quantities, price, bill-to address, services description and term, and applicable Trade-In Equipment. (Any Trade-In Equipment must be specifically identified as an Open Market Item.) Such Purchase Orders shall incorporate and be subject solely to the terms and conditions of this Special Item Number 54161MPS, notwithstanding anything contained in any such Purchase Order at variance with or in addition to the terms of SIN 54161MPS. Any Customer-issued Purchase Order shall be an individual order (“Order”) hereunder and, irrespective of its form, must reference the **Xerox GSA Schedule contract number, Managed Print Services, and Special Item Number 54161MPS.**

- b. During the term of an Order, Customer shall permit Xerox and its agents to use or access, and shall grant or transfer sufficient rights to enable Xerox and its agents to use or access, all hardware, software and/or work space owned, leased, rented, licensed and/or controlled by Customer, and any services utilized by Customer that Xerox needs to enable Xerox to perform the Services (collectively "Customer Assets").
- c. Orders may be submitted via hard copy or electronic means and those submitted electronically by Customer shall be considered for all purposes to (i) be a "writing" or "in writing"; (ii) be "signed"; (iii) constitute an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) be valid and enforceable.

4. TERM.

- a) The term of each Order hereunder shall be set forth in the Order, and shall continue for the term stated; however, if the Government elects to terminate at any time prior to the expiration of the stated term, 30 days prior written notice is required. Termination of the equipment portion of an Order shall be subject to the provisions of Paragraph 14 Termination.
- b) Upon the expiration of the Lease Term, the Ordering Agency will:
 - i. Upon 30 day written notice, return the Equipment to the Contractor or
 - ii. Purchase the equipment at the fair market value of the equipment or;
 - iii. Obtain requirements in accordance with FAR 8.4 (Ordering Procedures) by issuing a new request for quote.

5. PERSONNEL.

Xerox agrees to comply with internal policies provided to Xerox in writing for security and safety that are reasonable and customary under the circumstances, . You will provide Xerox with reasonable prior written notice of such policies and any changes thereto. Except as may be required per FAR 52.222-17, neither party shall, directly or indirectly, actively solicit the employment of the other party's staff providing Services hereunder, which includes Xerox's agents, and their supervisors during the term of this SSA and for a period of one (1) year thereafter. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment shall not be considered active solicitation. Xerox is an independent contractor hereunder.

6. MAINTENANCE SERVICES UNDER MPS.

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order. Except for Equipment identified as "No Svc," Maintenance Services will be provided for the Equipment during Xerox's standard working hours in areas open for repair service. Maintenance Services excludes repairs due to: (v) misuse, neglect or abuse; (w) failure of the

installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (x) use of options, accessories or products not serviced by Xerox; (y) non-Xerox alterations, relocation, service or supplies; or (z) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. Notwithstanding anything to the contrary herein, Xerox will have no obligation to replace Equipment beyond its end of service date. There will be no additional charge for the replacement Equipment during the initial Term. Unless the applicable Order requires Xerox to provide meter readings, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading for Equipment not capable of Remote Data Access, or for which Remote Data Access is interrupted, Xerox may reasonably estimate the reading and bill Customer accordingly.

Unless otherwise stated, Xerox (or a designated servicer) will provide the following Maintenance Services (a/k/a "Break / Fix") for Equipment.

- a. **REPAIRS & PARTS.** Xerox will make repairs necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
- b. **HOURS & EXCLUSIONS.** Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).
- c. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must at all times conform to Xerox's published requirements. Unless meter read Services are provided by Xerox hereunder, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate volume using historical data and bill you accordingly.
- d. **EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. Notwithstanding anything to the contrary herein, Xerox shall have no obligation to replace Equipment beyond its end of service ("EOS") date. An EOS date equipment list is available upon request.
- e. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly

manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.

f. PC/WORKSTATION REQUIREMENTS. For Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.

7. PRICING.

Pricing shall be as set forth in an MPS Order. The monthly charge ("Monthly Minimum Charge" or "MMC"), along with any Additional Impression Charges, covers Customer's monthly cost for the Services, Products and Maintenance Services hereunder and such MMC will change with each Order. The MMC may also include, but not be limited to analyst services and/or customer training services. One-time items ("One-Time Items") are billed separately from the MMC.

8. PAYMENT, CREDIT AND TAXES.

a. PRICING, PAYMENT AND CREDIT. Invoices shall be paid in accordance with the Prompt Payment Act. If Services begin partially and/or early, Xerox will bill you on a pro rata basis, based on a 30-day billing month, and the terms and conditions of this SSA will apply. Services requested and performed outside your standard working hours will be at Xerox's then-current overtime rate. Xerox is responsible for all standard delivery and removal charges for Equipment and Third Party Hardware and you are responsible for any non-standard delivery and removal charges.

b. TAXES.

FAR 52.229-1 ("State and Local Taxes") and FAR 52.229-3 ("Federal, State, and Local Taxes") shall apply to Orders under this SIN.

9. CONSUMABLE SUPPLIES INCLUDED.

For Equipment, if specified in an Order, Xerox (or a designated servicer) will provide black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent and staples ("Consumable Supplies"), required to make impressions. For full-color Equipment, Consumable Supplies also includes color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you and you will (i) use them only with the Equipment hereunder, (ii) return all Cartridges to Xerox as provided herein, and (iii) return any other Consumable Supplies to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, at the end of the term of the applicable Equipment or destroy them in a manner permitted by applicable law

10. REMOTE SERVICES.

Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox.

11. CONFIDENTIAL INFORMATION.

Each party will disclose to the other certain business information identified as confidential ("Confidential Information"). Customer Content consists of documents, materials and data provided in hard copy or electronic format by you to Xerox containing information about you and/or your clients and is considered Confidential Information. Any Developments and Pre-Existing Work (collectively "Xerox Work"), Xerox Tools as defined in Paragraph 12, and information specifically identified as Confidential and/or Proprietary in Orders and SOWs shall be considered Xerox's Confidential Information. "Developments" are items created by Xerox employees, agents and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship, and "Pre-existing Work" are items used or incorporated into a Deliverable or developed or acquired by Xerox independent of performing the Services. "Output of Services" constitute electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable SOW, and Assessments, but shall not include software. "Assessments" are assessment and recommendation reports created as a result of a SOW for assessment services paid for by the Customer. "Documentation" means all manuals, brochures, specifications, information and software descriptions in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Services. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth above shall terminate one (1) year after expiration or termination of this SSA or the last effective Order hereunder, whichever is later; provided however, for Xerox Work and Xerox Tools, confidentiality obligations with respect thereto shall not terminate unless (i), (ii) or (iii) in the preceding sentence of this Section becomes applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, which includes, but is not limited to, computer programs, source code, and algorithms, and Customer will only disclose the same under the auspices of a separate agreement. Upon expiration or termination of this SSA, each party shall return to the other or, if so requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SSA.

12. INTELLECTUAL PROPERTY.

Xerox, its employees, agents and/or licensors shall at all times retain all rights to Xerox Work and Xerox Tools (with “Xerox Tools” being proprietary tools used by Xerox to provide the Services, and any modifications, enhancements, improvements and derivative works thereof), and except as expressly set forth herein, no rights to Xerox Work and Xerox Tools are granted to you. Further, Xerox Tools constitute a Trade Secret per 18 U.S.C. §1905. You shall have no rights to use, access or operate the Xerox Tools, which will be installed and operated only by Xerox; the Xerox Tools are neither data nor computer software as defined in FAR 52.227-14 and will not be provided to you. You will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW, all of such data and reports will be Output of Services and provide to you with unlimited rights as defined in FAR 52.227-14. All Xerox Tools may be removed at Xerox’s sole discretion. To the extent any Xerox software is installed on your system, such software is restricted computer software as defined in FAR 52.227-14. Xerox does not license the Xerox Tools. You agree not to decompile or reverse engineer any Xerox Work or Xerox Tools. You will have limited rights as defined in FAR 52.227-14 in any Xerox Work and Documentation provided to you for use of the Services and Deliverables. Assessments and Output of Services (except to the extent they include any Xerox Work) are provided to you with unlimited rights as defined in FAR 52.227-14.

13. REPORTS.

In accordance with the Statement of Work Xerox will issue mutually agreed upon reports reflecting information that is accurate at the time the report is issued, including estimates of information based on pending Orders.

14. TERMINATION.

a. For Convenience: Orders hereunder, may be terminated at any time during a Government fiscal year by the Ordering Agency’s Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (l) Termination for the Government’s Convenience. In the event of termination for convenience, with respect to Equipment, Termination Ceiling Charges (“TCC”) shall apply.

The TCC is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than those set forth in this section 14, subparagraph b (“Termination for Non-Appropriation”). TCCs will apply for each year of the term, (See FAR 17.1). The Ordering Agency and contractor shall establish a TCC amount prior to the issuance of an Order using the formula set forth below. The Contracting Officer shall insert this TCC amount for the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at

cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the complete lease term.

Termination Ceiling Charge Formula:

Termination Fee = $PV(i, n, -PMT)$

"PV"= Present Value

"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order

"n"= Number of months remaining from termination date to the end of the lease term

"PMT" = Current monthly payment amount of the original payments through end of the lease

b. Termination For Non-Appropriation

The Ordering Agency reasonably believes that the agency's bona fide need for Equipment will exist for the entire lease term and corresponding funds in an amount sufficient to make all payment for the lease term will be available to the Ordering Agency. Therefore, it is unlikely that Equipment leases entered into under the SIN 54161MPS MPS, will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor, the Equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated, and the Termination Ceiling Charge shall not apply.. The determination of the availability of funds is made solely by the Government.

15. TERMINATION – SERVICES AND PERSONNEL.

Except as otherwise set forth in a SOW, upon thirty (30) days prior written notice, you may terminate or reduce any Services or personnel without incurring early termination charges.

16. RESERVED

17. INDEMNIFICATION/LIMITATION OF LIABILITY.

- a. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- b. The Government agrees that it will not direct Xerox to perform services that would constitute an infringement of copyright or other intellectual property rights. If a third party brings a claim against Xerox for copy-right infringement or other intellectual property rights infringement arising from our

performance of Services at the customer's direction under an Order, FAR 52.227-3 ("Patent Indemnity") shall apply.

- c. Except with regard to early termination and as otherwise agreed to herein, neither party will be liable to the other for consequential, punitive, special, indirect or incidental damages, including but not limited to loss of use, revenue or profit, arising in contract or in tort (including without limitation negligence) even if such party has been advised of the possibility of such damages and notwithstanding the failure of any remedy provided herein.

18. DEFINITIONS.

- a. "Application Software" means software and accompanying documentation identified in an Order as "Application Software."
- b. "Assessments" means assessment and recommendation reports created by Xerox in the performance of assessment Services.
- c. "Base Software" means software and accompanying documentation provided with Equipment.
- d. "Cartridges" means Equipment components designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules.
- e. "Confidential Information" means this SSA, Orders and certain business information identified as confidential that each party may disclose to the other. Customer Content is considered Customer Confidential Information. Xerox Work, Xerox Tools and Xerox Client Tools are considered Xerox Confidential Information.
- f. "Consumable Supplies" means black toner (excluding highlight color toner), black developer, Cartridges and, if applicable, fuser agent. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies also includes, as applicable, color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits.
- g. Reserved
- h. "Customer Content" means documents, materials and data provided in hard copy or electronic format by Customer to Xerox containing information about Customer and/or Customer's clients.
- i. "Deliverables" means Products, Output of Services, Assessments and Documentation.
- j. "Developments" means items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing Services.
- k. "Diagnostic Software" means software used by Xerox to evaluate or maintain the Equipment.
- l. "Documentation" means all manuals, brochures, specifications, information and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for Customer's use as part of the Services.
- m. Reserved

- n. "Equipment" means Xerox-brand equipment.
- o. "ETCs" means early termination charges paid by Customer in the event of early termination, for loss of bargain and not as a penalty, as more fully defined in this SSA or the applicable Services Contract.
- p. "Feature Releases" means new releases of Software that include new content or functionality.
- q. "Maintenance Releases" or "Updates" means new releases of Software that primarily incorporate compliance updates and coding error fixes.
- r. "Maintenance Services" means the services provided by Xerox (or a designated servicer) to keep the Equipment in good working order; including Customer-implemented remedies identified at Xerox.com and telephone support provided by Xerox to Customer.
- t. "MMC" means the Monthly Minimum Charge identified in an Order which, along with any Additional Impression Charges, covers the cost for the Services, Products and Maintenance Services. The MMC may also include lease buyout funds, Third Party Funds, supplemental funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, amounts being financed or refinanced, and Amortized Services. One-time items are billed separately from the MMC.
- t. "Order" means any (i) SSO, (ii) SOW which references an applicable Services Contract Number and is signed by Customer and Xerox, or (iii) PO.
- u. "Output of Services" means electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but does not include software.
- v. "PO" means a Customer-issued purchase order accepted by Xerox that references an applicable Services Contract Number.
- w. "Pre-existing Work" means items used or incorporated into the Services or Deliverables, or developed or acquired by Xerox independent of performing the Services.
- x. "Products" means, collectively, Consumable Supplies, Equipment, Software and Third Party Products.
- y. "Releases" means, collectively, Maintenance Releases, Updates and Feature Releases.
- z. "Remote Data" means data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services and product improvement/development purposes.
- aa. "Remote Data Access" means electronic transmission of Remote Data to or from a secure offsite location.
- bb. "Services" means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, imaging and language translation services.
- cc. "Services Contract" means this SSA together with one or more Orders designated by the same Services Contract Number.

- dd. “Services Contract Number” means a 10 digit number assigned by Xerox to each Services Contract.
- ee. “Software” means Application Software and Base Software.
- ff. “Software Support” means the support and maintenance of software provided by Xerox (or a designated servicer).
- gg. “SSO” means a Services and Solutions Order issued by Xerox pursuant to this SSA.
- hh. “SOW” means a statement of work describing Services and Deliverables which (i) is incorporated by reference into an SSO, or (ii) references an applicable Services Contract Number and is signed by Customer and Xerox.
- ii. “Taxes” means all taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this SSA or any Order hereunder or the amounts payable to Xerox under this SSA or any Order. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, or taxes on Xerox’s income.
- jj. “Third Party Funds” is defined in Section 11.c.
- kk. “Third Party Hardware” means non-Xerox brand equipment.
- ll. “Third Party Products” means, collectively, Third Party Hardware and Third Party Software.
- mm. “Third Party Software” means non-Xerox brand software.
- nn. “U.S.” means the United States and its territories and possessions.
- oo. “Xerox Client Tools” means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) that are owned by Xerox and are licensed to Customer for its use under an accompanying click wrap license agreement.
- pp. “Xerox Tools” means certain Xerox proprietary tools (including any modifications, enhancements, improvements and derivative works) used by Xerox to provide certain Services.
- qq. “Xerox Work” means, collectively, Developments and Pre-Existing Work.

19. ORDER OF PRECEDENCE

All orders covered by this Services and Solutions Agreement (SSA) shall be subject to the Federal Acquisition Regulation (FAR), the terms and conditions of contract GS-03F-137DA and the corresponding Statement of Work (SOW). conflict arises, the following order of precedence shall apply but only to the extent of such conflict:

- 1.) Federal Acquisition Regulation (FAR)
- 2.) Solicitation for Schedule 36
- 3.) Contract GS-03F-137DA
- 4.) Order
- 5.) Statement of Work (SOW)
- 6.) Services and Solutions

20. FORCE MAJEURE

In the event a force majeure event occurs, the provisions of FAR 52.212-4(f) shall apply.

21. RESERVED

22. EQUIPMENT STATUS

Unless you are acquiring Previously Installed Equipment, Equipment will be either: (i) “Newly Manufactured”, which may contain some recycled components that are reconditioned; (ii) “Factory Produced New Model”, which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or, (iii) “Remanufactured”, which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and

23. TITLE, RISK OF LOSS AND PROTECTION OF XEROX’S RIGHTS

Title to Equipment and Third Party Hardware shall remain with Xerox until you purchase same. Risk of loss for the Products shall remain with Xerox except in the event of Government fault or negligence.

24. GOVERNMENT – FURNISHED PROPERTY

- a. If GFP is required for the performance of an Order, Customer shall permit Xerox to use such GFP in accordance with FAR Part 45 and the SOW.
- b. If GFP is required for performance and the Customer revises or removes the GFP, Xerox shall have no liability of any kind or type for its failure to provide the Services until Customer provides additional GFP or issues a new Order to provide the requisite GFP and such GFP are delivered, installed and made available for Xerox to use to provide the said Services.
- c. Any Equipment required to be returned to Xerox shall be in the same condition as when delivered, except for reasonable wear and tear.

25. SERVICES WARRANTY LIMITATIONS, AND WARRANTY DISCLAIMER/ WAIVER

- a. SERVICES WARRANTY. Xerox represents and warrants to Customer that the Services will be performed in a skillful and workmanlike manner; provided however, in no event will Xerox be responsible for any failure to perform Services if the failure is caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer’s agent or service provider to Xerox for use hereunder, (ii) Customer’s failure to

contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use, access and/or modify Customer Assets constituting hardware and software, including software owned or licensed by Customer, and/or Customer Content as necessary for the provision of Services.

b. WARRANTY DISCLAIMER AND

THIS SECTION FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THEREFOR AND XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

- c. THIRD PARTY PRODUCT WARRANTY. FOR THIRD PARTY PRODUCTS SELECTED SOLELY BY XEROX FOR AN ORDER, XEROX WARRANTS THEY WILL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH APPLICABLE SERVICE LEVELS IN THE SOW. IF, WITHIN A REASONABLE TIME AFTER PROVISION OF SUCH THIRD PARTY PRODUCTS, SUCH SERVICE LEVELS CANNOT BE BROUGHT INTO SUBSTANTIAL CONFORMANCE WITH THOSE IN THE SOW AND SUCH NON-CONFORMANCE IS A RESULT OF XEROX'S USE OF SUCH THIRD PARTY PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY FOR THE FOREGOING WARRANTY IS TO RECEIVE A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING THIRD PARTY PRODUCTS UPON THE RETURN THEREOF TO XEROX. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AS WELL AS FOR MAINTENANCE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS ANY OTHER WARRANTY PERTAINING OR RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY THEREOF WITH CUSTOMER'S SYSTEMS. XEROX WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO IT BY THE MANUFACTURER OR LICENSOR OF THIRD PARTY PRODUCTS TO THE EXTENT PERMISSIBLE. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FOR THIRD PARTY PRODUCTS NOT SELECTED SOLELY BY XEROX.
- d. THE WARRANTIES AND GUARANTEES SET FORTH IN THIS SECTION OF THE SSA ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSE IN THE SYSTEMS ENVIRONMENT FOR WHICH THEY WERE ORIGINALLY DESIGNED AND SHALL NOT APPLY TO SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX.)

26. SOFTWARE TERMS

- a. SOFTWARE LICENSE. The following terms apply to copyrighted Software and the accompanying documentation, including, but not limited to, operating system Software, provided with or within the Equipment acquired hereunder ("Base Software") as well as Software specifically set out as "Application Software". This license does not apply to any Diagnostic Software, any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made

subject to a separate license agreement including, but not limited to, any operating system software for Third Party Hardware. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of the SSA's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you have defaulted hereunder; or, (c) such license is terminated or expires. Xerox may terminate your Base Software license (1) immediately if you no longer use or possess the Equipment, or (2) upon termination of any amendment, order or separate agreement under which you acquired the Equipment. If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for ninety (90) days from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or its operation will be uninterrupted.

b. SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to the SSA, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees). For support: (i) Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions; (ii) Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software

Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases; (iii) Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems in the manner specified by Xerox; (iv) Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if you have modified said Software; and, (v) for Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. State and Local Government adjustments shall occur at the commencement of their annual contract cycles.

- c. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (1) your acquisition of the Equipment does not grant you a license or right to use Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of the SSA or a unit of Equipment hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of Diagnostic Software.
- d. **THIRD PARTY SOFTWARE.** Third Party Software is subject to license and support terms provided by the vendor therefor.

27. RESERVED

28. MISCELLANEOUS

This SSA, its Orders, SOWs, attachments, exhibits and amendments constitute the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under federal law. In the event of a conflict between the terms and conditions of this SSA and any SOW hereunder, the see Section 19 for the Order of Precedence. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that you provide to Xerox. If a court finds any term of this SSA or any Order hereunder to be unenforceable, the remaining terms of this SSA and any Order hereunder shall remain in effect. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this SSA or any Order, which shall be considered an equivalent to the original. Except for documentation for Equipment replaced by Xerox for reasons other than trade-in, all changes to this SSA or any Order or amendment hereunder must be made in a writing signed by both parties. Customer represents that, as of the date of this SSA, it has the lawful power and authority to enter into this SSA, the person signing this SSA or any Order on its behalf is duly authorized to do so and, by entering this SSA, it will not violate any law or other agreement to which it is a party. Xerox requires an Order under this SSA signed and executed by a Warranted Contracting Officer. Xerox agrees that it will promptly notify the Government in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business.

SIN 54161MPS MPS Xerox Print Services (XPS)

Designed for management of the client's networked printer fleet, regardless of manufacturer, this solution encompasses the following for devices determined to be eligible

- Pre-sales Assessment
- Supplies Replenishment Services
- Help Desk Services
- Break-fix Services
- Device Monitoring/Reporting
- MACD (Move, Add Change, Dispose) tracking

The solution requires the installation of Xerox Tools software on the client's network to facilitate meter reads, supplies replenishment, remote management of contracted devices and report generation.

An assessment either performed by Xerox or provided by the customer is necessary to identify the in-scope printer fleet including device location, model types and associated print volumes. A quote is generated based on this information. Eligible devices include most non-Xerox network printers and non-Xerox A4 MFP devices that are widely available in the market place.

The contracted price is in the form of a minimum monthly Base Charge per Device, plus a Charge Per Impression for Black and White Pages and a Charge Per Impression for Color Pages. The Base Charge and Charge Per Impression includes the provided services indicated above and toner-based cartridges. Contracted services are defined in a Description of Services or Statement of Work. The client will be billed separately for staples for non-Xerox equipment. Paper is excluded.

Mono Click Rate	Color Click Rate
.016	.14

A4 Non-Xerox Laser Locally Connected Devices		A4 Non-Xerox Ink Jet Devices	
Flat Rate	Per Mo./Device	Flat Rate	Per Mo./Device
Mono	\$25	Mono	\$35
Color	\$45	Color	\$55

Currently in place Xerox-Brand equipment, whether leased or customer owned, may be added to an XPS Order. To do so there is a flat \$10 per month charge per month in addition to any existing lease or FSMA), subject to the following conditions:

- Price Excludes Paper and Staples
- Price includes Maintenance Kits, Drums and shipping
- No Device count minimum required but must have a minimum of \$500 expected monthly revenue per order
- Meter Collection S/W Tools i.e. XDA Deployment & Assets in PSST required on all deals*
- Installation readiness review must be completed for all deals
- Meter Rate(s) will be Billed Monthly
- Xerox reserves right to an annual price increase, in accordance with 552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE

*If Tools (XDA) are not acceptable, Xerox will offer on-site labor utilizing existing negotiated 54161MPS Labor Components. This labor component will be Billed Monthly along with the minimum, if required by customers Xerox will provide a fixed price per unit/model quote based upon customer volumes and the base charge and meter rate.

All devices included in the service must be deemed eligible for the service by Xerox. Eligibility is based on device manufacturer, model, and ability to be remotely monitored by Xerox, location and age and condition of the device.

Labor Categories and Prices

		GSA Rates			
		Zone 1	Zone 2	Zone 3	Zone 4
Client Associate - Office	1a	<p>Preform basic copying, faxing, printing and scanning functions. Preform basic device cleaning and replacement of operator accessible parts and consumables per equipment specifications. Pro-actively manage consumables and supplies using the DOS calculator. Maintain on-site operator replaceable supplies inventory. Collect equipment meter information and submit for billing purposes. Preform basic equipment problem diagnosis. Service as the primary customer contact for equipment support and service. Preform data entry for activity and asset tracking. Provide ongoing end user training on equipment. Coordinate Move/Add/Change process. Contact Xerox Service as required. Utilize Xerox web based applications as required.</p>			
		\$ 3,383	\$ 3,755	\$ 4,127	\$ 4,500
		<p>Operate production printers and copiers: configure settings, manage job queues, process files, print jobs, scan materials and select output formats. § Perform on-site document imaging/ scanning services including document organization, disassembly, scanning/imaging, and reassembly ensuring document integrity through completion. § Once trained, perform operator maintenance on equipment per manufacturer specifications Produce job proofs for customer review and approval Read a simple job ticket and understand steps required in the workflow Perform quality checks on equipment utilized, diagnose and correct performance and image quality problems per operator maintenance standards. Record meter reads Provide finishing services using appropriate equipment, e.g. folding, envelope/binder insertion, stapling, stitching, shrink wrap, drilling, cutting Deliver output Provide customer consultation with respect to output quality and print capability Color Duties Maintain color matching to account standards/requirements Perform color calibration using densitometers and perform CMYK color adjustments. Invoke spot colors on DFE.</p>			
		\$ 3,615	\$ 4,019	\$ 4,422	\$ 4,826

	2a	Tier 1 plus, download and install printer drivers on end user equipment. Preform printer mapping to PC as required. Escalate printer network issues to appropriate resource. Preform Advanced Customer Training (ACT) or DocuCare maintenance and diagnosis functions. Manage and maintain on-site parts inventory using PM4. Ensure SLAs are adhered to per the SOW. Physical device management and control. Device Configuration (Enter IP address, scanning templates. User access levels. Scan to File /Email, etc.	\$ 3,992	\$ 4,430	\$ 4,868	\$ 5,322
	2b	Includes Tier 1 plus: Production Duties Retrieve, re-purpose, and reprint archived documents§ Track and archive digital customer jobs, as required for re- printing. Operation equipment using imaging software and organize work flow of imaging projects. Perform closed-loop chain of custody for all Client boxes, folders and documents provided to Xerox§ Electronic documents are catalogued to media such as CDROM, disk, digital storage. Install, maintain and delete print queues. Use functions such as multi-up, booklets making. Validate or adjust the manufacturing layout & imposition of files.	\$ 4,300	\$ 4,787	\$ 5,274	\$ 5,744
Client Associate - Office	2c	Provide billing support to include:§ Data collection and consolidation Audit for accuracy and timeliness of billing metrics Analyze and provide recommendations for optimization Review invoices and reports with customer billing representative Develop field/client billing reports and presentations Focal point for billing issue resolution Provide billing process conformance training to field staff. Liaison between Xerox billing entities and client Process and follow up on adjustment packages Collects CA overtime reporting to ensure proper billing	Stop Order Taking (SOT)	SOT	SOT	SOT

Client Associate - Office	<p>3b Includes Tier 2 plus: § Prioritize, schedule and execute document workflow process activities (prepress to delivery) Set up, operate and maintain networked digital color production printing system and front-end color servers - configure job-processing settings, manage job queues, process files, and print jobs Convert digital files to formats such PDF, TIFF, PostScript, XML, etc. for import into document management systems. Set up DocuShare - upload files, establish permissions § Engage and procure special materials and/or external services from appropriate third party suppliers to support jobs requirements. Estimate and schedule complex jobs. Use scanning halftones, photographs, document image enhancement, subset finishing, in-line finishing. Preflight checking and error correction of files. Use of Pit Stop. Font Management. Trapping. Troubleshoot complex PDL, PDF, and VIPP workflow issues such as trapping, overprinting, and performance optimization. Set up variable information work flow and design Variable Information Jobs- repository and database</p>	\$ 4,960	\$ 5,513	\$ 6,065	\$ 6,618
Client Associate - Reporting & Analysis	<p>3c Provide billing support to include: Data collection and consolidation Audit for accuracy and timeliness of billing metrics Analyze and provide recommendations for optimization Review invoices and reports with customer billing representative Develop field/client billing reports and presentations Focal point for billing issue resolution Provide billing process conformance training to field staff Liaison between Xerox billing entities and client Process and follow up on adjustment packages Collects CA overtime reporting to ensure proper billing</p>	\$ 4,960	\$ 5,513	\$ 6,065	\$ 6,618
Client Site Coordinator	<p>3d Operations support: Responsible for the overall delivery of contracted services at client site Implements and supports Value Assurance Process at client site Ensures proper staffing levels to guarantee delivery of SOWs/SOPs Facilitates vended work Coordinates training of new employees, as required Coordinates administrative tasks performed by Client Associates Attend operations staff and/or/client meetings and act as an operations focal point for the account Implement and maintain an Asset Redeployment Depot (re-use, re-deploy, and disposition activities for office assets) Communications: Ensures day to day interface with account key contacts Works closely with immediate manager sharing information and following-up with account activity Coordinates and leads internal and external site team meetings Participates in internal and external account reviews Billing and expense management: Performs timely submission of billing requirements with all associated reporting (XONE / Falcon) Supply/Inventory management Coordinates and fair shares overtime requirements Tracks overtime to ensure proper</p>	\$ 4,960	\$ 5,513	\$ 6,065	\$ 6,618

billing

Client Associate	4b	<p>Includes Tier 3 plus: Perform back up/archive data process, resolve difficulties. § Provide customer with consultation and information on optimal document preparation, composition, and printing. Set customer's expectations about the feasibility and quality of a given business application. Provide output management services including print job management, routing, and tracking Able to generate specific PDL print files Manage client print servers for optimal performance Merge variable data into standard formats Perform Customer Standards Management per requirements</p>	\$ 5,631	\$ 6,263	\$ 6,896	\$ 7,513
Client Site Coordinator	4d	<p>Operations support: Responsible for the overall delivery of contracted services at client site Implements and supports Value Assurance Process at client site Ensures proper staffing levels to guarantee delivery of SOWs/SOPs Facilitates vended work Coordinates training of new employees, as required Coordinates administrative tasks performed by Client Associates Attend operations staff and/or/client meetings and act as an operations focal point for the account Implement and maintain an Asset Redeployment Depot (re-use, re-deploy, and disposition activities for office assets) Communications: Ensures day to day interface with account key contacts Works closely with immediate manager sharing information and following-up with account activity Coordinates and leads internal and external site team meetings Participates in internal and external account reviews Billing and expense management: Performs timely submission of billing requirements with all associated reporting (XONE / Falcon) Supply/Inventory management Coordinates and fair shares overtime requirements Tracks overtime to ensure proper billing</p>	\$ 5,631	\$ 6,263	\$ 6,896	\$ 7,513

Specialist	<p>Possess broad technical knowledge: production and office solutions, networking in both the centralized as well as: Design, consult, implement, and/or manage client-related hardware/software services, third party or unique software configurations, ebusiness systems administration, data/content/repository management, etc. Excel in the following software applications (at minimum) MS Office Suite, MS Project, page layout/design, web browser, anti-virus. Detailed understanding of workflow products, ability to create specific client workflows, integration of workflow engines with Xerox products/systems to provide automated services. Articulate and deliver technology and workflow training in a non-threatening, comfortable and inviting manner. Demonstrate a strong initiative to work successfully with different organizations within Xerox and various Third Party partners.</p>	\$ 7,383	\$ 8,029	\$ 8,675	\$ 9,321
Account Operations Manager	<p>The Account Operations Manager is responsible for planning, directing and coordinating the contracted operations of the account. Monitors daily operations to ensure contract requirements are met, keep abreast of major situations affecting service to the customer and ensure all aspects of customer satisfaction. Responsible for managing the budget and P&L for the assigned account(s). Assists 2nd level manager and sales team in generating revenue and seeking additional business opportunities.</p>	\$ 9,425	\$ 9,425	\$ 9,531	\$ 9,531

GSA Labor Zones

State	City	Zone
AK	Alaska	4
AL	Alabama	1
AR	Arkansas	1
AZ	Arizona (exclude Phoenix)	1
AZ	Arizona (Phoenix)	2
CA	California (exclude Sacramento)	4
CA	California (Sacramento)	3
CO	Colorado	2
CT	Connecticut (Other)	3
CT	Connecticut - Stamford / Norwalk	4
DC	Washington DC	4
DE	Delaware	3
FL	Florida (Other)	1
FL	Florida (Miami)	3
FL	Florida (Miami Lakes, Ft Lauderdale)	2
GA	Georgia (exclude Atlanta)	1
GA	Georgia (Atlanta)	2
GU	Guam	2
HI	Hawaii	4
IA	Iowa	1
ID	Idaho	1
IL	Illinois (Chicago, Schaumburg, DesPlaines)	3
IL	Illinois (Springfield, Rockford)	2
IN	Indiana	1
KS	Kansas	2
KY	Kentucky	1
LA	Louisiana (Other)	1
LA	Louisiana (New Orleans, Baton Rouge, Lafayette)	2
MA	Massachusetts (Boston)	4
MA	Massachusetts (Other)	3
MD	Maryland (Other)	2
MD	Maryland (Baltimore, Bethesda)	3
ME	Maine	2
MI	Michigan	3
MO	Missouri	2
MS	Mississippi	1
MT	Montana	1
NC	North Carolina	2

ND	North Dakota	1
NE	Nebraska	1
NH	New Hampshire	2
NJ	New Jersey	3
NM	New Mexico	1
NV	Nevada	2
NY	New York (Other incl. Rochester)	3
NY	New York (Albany, Buffalo, Binghamton)	2
NY	New York (New York, White Plains)	4
OH	Ohio	2
OK	Oklahoma	1
OR	Oregon	2
PA	Pennsylvania (Phila., King of Prussia)	3
PA	Pennsylvania (Pittsburgh, Other)	2
PR	Puerto Rico	1
RI	Rhode Island	2
SC	South Carolina	1
SD	South Dakota	1
TN	Tennessee	1
TX	Texas (Austin, Dallas, Houston)	2
TX	Texas (Other)	1
UT	Utah	1
VA	Virginia (Alexandria, Arlington, McLean)	4
VA	Virginia (Richmond)	2
VA	Virginia (Other)	1
VT	Vermont	2
WA	Washington (Other)	3
WA	Washington (Seattle, Redmond)	4
WI	Wisconsin (Other)	2
WI	Wisconsin (Green Bay)	1
WV	West Virginia	2
WY	Wyoming	2

SIN 561439

Managed Service Agreement

Under the Xerox Managed Services Agreement (MSA), agencies seeking ways to devote more time to the mission of their agency and less time on the day-to-day oversight of their document reproduction requirements, can arrange for the installation and on-going management of the right solution to do the job.

Xerox can provide equipment and staffing for a facility to include managing a fleet of Xerox equipment. Working with the agency, Xerox will agree to a Statement of Work that spells out the details of what's expected. Then Xerox will propose the proper balance of Xerox Brand machines ("Equipment"), technical service support ("Services"), consumable supplies and manpower ("Staffing and Management") required to keep everything running smoothly and efficiently.

All pricing components of the agency's MSA will be priced based on GSA pricing already established under Xerox' Contract GS-03F-137DA. Each individual order will be priced based on the individual agency requirements. The Operating Lease Plan will be the basis for computing the equipment component of the Monthly Minimum Charge. If the volume exceeds the allowance, Xerox will invoice for the extra impressions.

The MSA can apply to a single device or to all of the devices at the agency's site or at multiple sites. The term of the MSA can be as short as 36 months to a maximum of 60. In addition to the standard Delivery Order content an order for MSA shall contain the GSA Contract Number, GS-03F-137DA, SIN 561439 and Managed Services Agreement

Terms Applicable to the Managed Services Agreement

1. Eligibility

MSA is available to any authorized user of this contract excluding Federal contractors other than those responsible for the total operation, on behalf of the Government, of an entire Government owned contractor operated (GOCO) site

2. Order Documents

MSA delivery/purchase orders issued by the agency are referred to herein as "Managed Services Delivery Orders" (MSDO). Xerox requests that, at a minimum, the customer's MSDO include:

- a. A Statement of Work (SOW)
- b. The products to be delivered and installed
- c. The monthly charge for the order and the Monthly Impression (copies, prints, or facsimile output) Allowance per Xerox' proposal
- d. The charge per impression over the Monthly Impression Allowance
- e. The term (in months) of the order (terms ranging from 36 months to 60 months are available)

- f. Any item not included on Xerox' Multiple Award Schedule contract may be added to the customer's order only if the requirements of FAR 8.402(f) are met and noted on a MSDO as "Open Market."

3. Under the MSDO

Under the MSDO the customer may choose one or both of the following options. In lieu of Monthly Impression Reconciliation the customer may chose Quarterly Reconciliation, if selected the terms in paragraph 3.a apply. In addition the customer may chose to "Pool" the impressions in accordance with the terms in paragraphs 3.b through 3.j. If Pooling is not selected each unit shall have a minimum volume charge as agreed upon by both parties.

- a. **QUARTERLY BILLING RECONCILIATION.** Each month the Customer will be billed for the then-current Monthly Minimum Charge(s) under an MSDO. The number of "Impressions Included in Minimum" will count towards a Quarterly Minimum Volume (calculated as three (3) times the Impressions Included in Monthly Minimum). At the end of each quarter, January, April, July and October, Xerox will bill the Customer for impressions produced in excess of the Quarterly Minimum Volume at the rate established as the Charge Per Impression Above Minimum set forth in an MSDO. In the event that the total number of impressions produced in a quarter is less than the Quarterly Minimum Volume, the Customer agrees to pay the Quarterly Minimum Volume. Xerox will bill the Customer for partial quarters on a pro-rated basis.
- b. **EQUIPMENT POOL PLAN.** The customer may choose to have the impressions from each unit invoiced on a per unit basis or they can choose to pool the impressions, if they chose to pool the impressions the following terms apply. A Pool is a group of Xerox market-coded units in the same/like product group that are combined for the purposes of providing the customer a common excess meter rate, referred to as "Excess Impression Charge" (EIC) AND a single combined impression allowance. Billing for a Pool consists of a Total Unit Pool Minimum Charge, Pool Impressions Included, and an Excess Impression Charge.

Pool Plan Definitions.

- "MSDO EIC" means the Excess Impression Charge (copies, prints and or facsimiles over the allowance) established for the Equipment in the MSDO.
- "Period" means the Meter Reconciliation Period. Only one Period can be chosen for a Pool.
- "Pool" means a pricing arrangement of two (2) or more units of Equipment of like product groups.
- "Pool Excess Impression Charge" means the charge for impressions made in excess of the number of the total Pool Impressions Included in the Pool.
- "Pooled Equipment" means the Equipment included in a Pool.
- "Pool ID" means the identification number assigned to a Pool.
- "Pool Impressions Included" means the total of Impressions displayed in the Summary.
- "Impressions Included" means the impressions included in the Unit Pool Minimum Charge for the Equipment's primary meter.
- "Quarterly" means calendar quarters of three consecutive months beginning in January, April, July and October.
- "Summary" means the Pool Detail Summary that provides the detail for the Pooled Equipment, including the UPMC and Impressions Included for each unit of Pooled Equipment. A Summary will be issued with each modification to a Pool.
- "Total Unit Pool Minimum Charge" (or "TUPMC") means the total of the UPMCs set forth on the Summary.

- “UPMC” means the monthly Unit Pool Minimum Charge, which is the portion of the unit’s MSO Monthly Minimum Charge for maintenance and supplies (i.e., toner, developer, fuser agent).
 - “POOL PLAN” Each Pool will be identified by a Pool ID, and its Pooled Equipment will contribute solely to that Pool. Multiple Pools may exist under an MSDO. Addition or removal of non-metered Equipment or any accessories shall affect only the UPMC and total unit pool minimum charge.
- c. **PRICING.** The pricing for a Pool is based on Equipment that is physically installed under an Order. A Pool’s total unit pool minimum charge, Pool Impressions Included and Pool excess impression charge will be revised as Equipment is added or removed from that Pool. [Unless the Pool Pricing is fixed, Xerox may annually adjust the UPMCs and Pool excess impression charge, in accordance with 552.216-70 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I—SEP 1999).]
- d. **BILLING.** For each Pool, the total unit pool minimum charge, Pool Impressions Included and the Pool Excess Impression Charge (EIC) will be based on the Pooled Equipment that is physically installed. A unit of Pooled Equipment that has exceeded its Impressions Included will be billed its Pool excess impression charges on a pro-rated basis. Payment terms are net, 30 days. The parties agree that Xerox shall send all bills for the Pooled Equipment to the address indicated on the Customer’s delivery/purchase order.
- e. **QUARTERLY RECONCILIATION.** If the Period chosen is Quarterly, each month the Customer will be billed for the total unit pool minimum charge. The number of Pool Impressions Included will count towards a Quarterly Minimum Volume (calculated as three times the Pool Impressions Included). At the end of each Quarter, Xerox will bill the impressions by unit of Pooled Equipment produced in excess of its Quarterly Minimum Volume. Xerox will bill the Pool for partial quarters on a pro-rated basis, based on a 30-day billing month.
- f. **POOL PLAN CREATION AND MODIFICATIONS.** The Pool commencement date shall be (i) the date on which this MSDO is received by Xerox this MSDO should contain a mutually agreed upon Pool start date, or (ii) the installation date of newly placed unit(s) of Pooled Equipment at the inception of the Pool, whichever is later. Partial periods of install for the total unit pool minimum charge and Pool Impressions Included will be billed on a pro-rated basis. Each new Pool and any modifications to it requires execution of a modification. If a Pool is created or if Equipment is added to a Pool (i) on or before the middle of a Period, the Equipment will be invoiced using the Pool excess impression charge in effect at the end of that Period, or (ii) on or after the middle of a Period, the Equipment will be invoiced using the MSDO excess impression charge in effect at the end of that Period.
- g. **EQUIPMENT REMOVALS FROM POOL WHILE STILL REMAINING UNDER AN MSDO.** If Equipment is removed from a Pool (i) on or before the middle of a Period, the Equipment will be invoiced using the Pool excess impression charge in effect at the end of the previous Period, or (ii) on or after the middle of a Period, the Equipment will be invoiced based on the Pool excess impression charge in effect at the end of that Period. When a unit of Pooled Equipment is removed from a Pool and continues under its MSDO, it shall revert to its MSDO monthly charge and its excess impression charge beginning on the first day of the Period following its removal from the Pool.
- h. **TERMINATION OF A POOL.** The EIC only applies when the Pool Minimum/Allowance has been exceeded. Either party may terminate a Pool upon thirty (30) days prior written notice. A modification resulting in less than two (2) units in the Pool shall be a termination of the Pool. If a Pool is terminated (a) on or before the middle of a Period and the Equipment is removed, the Equipment will be invoiced using its Pool excess impression charge in effect at the end of the previous Period and if the Equipment continues under its MSDO it will be invoiced using its

MSDO excess impression charge in effect at the end of the previous period or (b) on or after the middle of a Period, the Equipment will be invoiced based on the Pool excess impression charge in effect at the time of termination. Equipment that continues under its MSDO shall revert to its MSDO monthly charge and its excess impression charge beginning on the first day of the Period following termination of a Pool.

- i. **TRANSFERING POOLED EQUIPMENT FROM ONE POOL TO ANOTHER POOL.** A unit bills the EIC or the maintenance plan rate based on where it “resided” the longest. The EIC only applies when the Pool Minimum/Allowance has been exceeded. If Pooled Equipment is transferred to a different Pool (i) on or before the middle of a Period, the Equipment will be invoiced for the entire Period using the receiving Pool excess impression charge in effect at the end of that Period, or (ii) on or after the middle of a Period, the Equipment will be invoiced for the entire Period using the originating Pool excess impression charge in effect at the end of the previous Period. Beginning the 1st day of the Period following the transfer, the Pooled Equipment will be invoiced using its new Pool excess impression charge.
- j. **EQUIPMENT TERMINATION.** If a unit of Pooled Equipment is terminated and removed from a Pool and terminated from the MSDO, the Customer will be responsible for any applicable charges as set forth in FAR 52.212-4

4. Term

- a. The term of the MSDO shall be as stated in each MSDO for a period not less than 36 months and not to exceed 60 months, unless terminated pursuant to paragraph 17. At all times the MSDO shall be governed by and be subject to the Terms and Conditions of the MSA.
- b. The specific term of each MSDO shall commence upon the installation date of the equipment or commencement of each Service or Staffing and Management Service, as applicable, and shall continue for the term stated. In the event of a partial termination, the term of the remaining content on that MSDO shall continue.

5. Total Satisfaction Guarantee

If the Customer is not satisfied with purchased Xerox equipment, at the Customer’s request, Xerox will replace it without charge to the Customer with an identical model or a machine with comparable features and capabilities. The term of the Xerox Total Satisfaction Guarantee is three years from equipment delivery. If the newly delivered equipment is installed by Xerox under a Managed Service installation (SIN 561439 for a term of more than three years, the Guarantee will apply during the entire Managed Service term.

6. Services Guarantee

Services shall be provided hereunder, as set forth in a Statement Of Work (“SOW”), in a skillful and professional manner.

7. Government-Furnished Property (GFP)

- a. If GFP is required for the performance of an MSDO, Customer shall permit Xerox to use such GFP in accordance with FAR Part 45 and the SOW.
- b. If GFP is required for performance and the Customer revises or removes the GFP, Xerox shall have no liability of any kind or type for its failure to provide the Services until Customer provides additional GFP or issues a new MSDO to provide the requisite GFP and such GFP are delivered, installed and made available for Xerox to use to provide the said Services.
- c. Any Equipment required to be returned to Xerox shall be in the same condition as when delivered, except for reasonable wear and tear.

8. Basic Services

Unless otherwise stated, Xerox (or a designated servicer) will provide the following Basic Services under an MSDO for Equipment (unless Customer is acquiring Equipment for which Xerox does not offer Basic Services; such Equipment to be designated as "No Svc.")

- a. **REPAIRS & PARTS.** Xerox will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
- b. **HOURS & EXCLUSIONS.** Basic Services will be provided during the Government's normal business hours or as agreed upon by both parties in areas within the geographic scope of this contract and open for repair service for the Equipment at issue. Customer agrees to give Xerox reasonable access to the Equipment. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables). Customer agrees to use Equipment in accordance with applicable manuals provided by Xerox and, unless otherwise agreed to by the parties, Customer will perform all operator maintenance procedures for Equipment set forth in the Xerox manual.

9. Installation Site & Meter Readings

The Equipment installation site must conform to Xerox's published site requirements (i.e. size, electrical etc.) which differ by product, throughout the term of an MSDO. If applicable, Customer agrees to provide meter readings in the manner agreed to by both parties. If the customer fails to submit a meter reading by the specified due date, then Xerox will bill only the minimum charge and the charge for accessories, if any, until an actual meter reading is received.

10. Equipment Replacement

If Xerox is unable to maintain the Equipment as described above, Xerox will replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox and it shall be subject to the terms and conditions of the MSA. Notwithstanding anything to the contrary set forth above, Xerox shall have no obligation to replace models that Xerox has announced as "End of Service" (EOS) equipment. An EOS Date Equipment List is available upon request.

11. Cartridge Products

If Xerox is providing Basic Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), the Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment.

12. PC/Workstation Requirements

In order to receive Basic Services and/or Software Support for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (1) has been provided by Xerox or (2) is capable of performing functions required for satisfactory performance of the services or support.

13. Cartridges

Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox' new Cartridge performance standards and contain new and/or reprocessed components. To enhance copy/print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Cartridges sold as Environmental Partnership ("EP") Cartridges remain the property of Xerox. Customer agrees that it shall return all EP Cartridges and may return other Cartridges to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, for remanufacturing once such Cartridges cease functioning.

14. Pricing

Pricing shall be as set forth in the MSDO. The Monthly Minimum Charge and any Impression Charges are invoiced in arrears. One time items are billed separately from the Monthly Minimum Charge.

If Xerox begins to provide Services partially and / or early, Xerox will bill Customer on a pro-rated basis, based on a thirty (30) day billing month and the terms and conditions of this Agreement will apply. A request for Services that is outside of Customer's standard working hours will be billed at Xerox' then prevailing overtime rate (Open market item).

15. Volume Review

At the Customer's request, the parties may meet annually to review Customer's volume of impressions for Equipment for the previous twelve (12) months under one or more MSDOs based on reporting provided by Xerox. Based on this review, the parties may mutually agree to revise the "Impressions Included in Minimum" and the associated Monthly Minimum Charge in said MSDOs.

16. Delivery And Removal

Xerox will be responsible for all standard delivery and removal charges. Customer will be responsible for any non-standard delivery and removal charges (Open Market Items).

17. Termination, Default, and Change in Staffing and Management Services

- a. For Offerings other than Staffing and Management Services, termination and default shall be governed by the MSDO. The monthly rate of all MSDOs is based upon the Government's intention to fulfill the entire term of an agreement. It is understood that MSDO orders are written through September 30th of each Fiscal Year because the Government cannot commit funds beyond the fiscal year. Prior to the completion of the MSDO term, if the Government terminates an MSDO or exercises its option to not renew the MSDO, or any portion thereof, the Government will provide Xerox with a Termination Ceiling charge. The Termination Ceiling for the MSDO is determined by the following formula:

$$\text{Termination Fee} = PV (i, n, \text{PMT})$$

"PV" = Present Value

"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order

"n" = Number of months remaining from termination date to the end of the lease term

"PMT" = Current monthly payment amount of the original payments through end of the lease

Interest rate factor may vary and is based upon the interest rate used at time of initiation. The above is an example only.

- b. If a unit of equipment has been replaced by Xerox under the "Equipment Replacement provision or the Basic Services section of this Agreement and Xerox is unable to maintain the Equipment to provide the Services as set forth in the applicable SOW under an Order, then the Customer may terminate said unit of Equipment and, other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment.
- c. Termination Ceiling Charges are waived only when Xerox receives written notice signed by the Contracting Officer responsible for the MSDO certifying that 1) sufficient funds have not or will not be appropriated to renew the MSDO and/or to initiate a replacement model(s) installation for the subsequent fiscal year or 2) that the organizational entity using the Equipment contained in the MSDO has been abolished or disestablished.

18. Proprietary Information

While Xerox is providing Services under the MSDO, each party may disclose to the other certain business information identified as Proprietary ("Proprietary Information"). The parties agree that Xerox' procedures or operations manuals or other documents/data marked as proprietary or confidential shall be considered Xerox Proprietary Information. Each party will make reasonable efforts not to disclose the other party's Proprietary Information to any third party, except as may be required by law, unless such Proprietary Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation to maintain the information as proprietary; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Proprietary Information. These obligations shall terminate one year after expiration or termination of the MSA or any MSDO under which such Proprietary Information was disclosed, whichever occurs later.

19. Rights In Data

Data, including software, provided under this Agreement shall be governed by FAR 52.227-14, Rights in Data –General (June 1987).

- a. **SOFTWARE SUPPORT.** During the period that Xerox (or a designated servicer) provides Basic Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software, licensed pursuant to this Agreement, Xerox will provide software support under the following:
 - (i) Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.
 - (ii) Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases." Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. Customer agrees to return or destroy all prior releases.
 - (iii) Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided Customer reports problems in the manner specified by Xerox.
 - (iv) Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if Customer has modified said Software.
 - (v) For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%.

- b. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively “Diagnostic Software”) is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. Customer agrees that (1) Customer's acquisition of the Equipment does not grant Customer a license or right to use the Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer agrees at all times (including subsequent to the expiration of the Agreement or an MSDO hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

20. Indemnification/Limitation of Liability

In accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items (Oct 2003) and H-FSS-FCGE-513, Hold Harmless and Indemnification Agreement (Mar 1999):

- a. **Patent Indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- b. **Limitation of Liability.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- c. **Hold Harmless and Indemnification Agreement.** The Contractor shall save and hold harmless and indemnify the Government against all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss of damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the use, service, occupancy or performance of work under the terms of this contract resulting in whole or in part from the acts or omissions to the Contractor or subcontractor, or any employee, agency or representative of the Contractor or subcontractor. **Government's Right of Recovery:** Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damages is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction or damage to Government property.

21. Order Of Precedence

In accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items (Oct 2003): Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.215-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

22. Termination Ceiling Charge (TCC)

Equipment acquired under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (l) Termination for the Government's Convenience.

The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term (See FAR 17.1). The Ordering Agency and contractor shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

Labor Categories and Prices

		GSA Rates			
		Zone 1	Zone 2	Zone 3	Zone 4
Client Associate - Office	1a	Preform basic copying, faxing, printing and scanning functions. Preform basic device cleaning and replacement of operator accessible parts and consumables per equipment specifications. Pro-actively manage consumables and supplies using the DOS calculator. Maintain on-site operator replaceable supplies inventory. Collect equipment meter information and submit for billing purposes. Preform basic equipment problem diagnosis. Service as the primary customer contact for equipment support and service. Preform data entry for activity and asset tracking. Provide ongoing end user training on equipment. Coordinate Move/Add/Change process. Contact Xerox Service as required. Utilize Xerox web based applications as required.			
		\$ 3,383	\$ 3,755	\$ 4,127	\$ 4,500

	Operate production printers and copiers: configure settings, manage job queues, process files, print jobs, scan materials and select output formats. § Perform on-site document imaging/ scanning services including document organization, disassembly, scanning/imaging, and reassembly ensuring document integrity through completion. § Once trained, perform operator maintenance on equipment per manufacturer specifications Produce job proofs for customer review and approval Read a simple job ticket and understand steps required in the workflow Perform quality checks on equipment utilized, diagnose and correct performance and image quality problems per operator maintenance standards. Record meter reads Provide finishing services using appropriate equipment, e.g. folding, envelope/binder insertion, stapling, stitching, shrink wrap, drilling, cutting Deliver output Provide customer consultation with respect to output quality and print capability Color Duties Maintain color matching to account standards/requirements Perform color calibration using densitometers and perform CMYK color adjustments. Invoke spot colors on DFE.	\$ 3,615	\$ 4,019	\$ 4,422	\$ 4,826
2a	Tier 1 plus, download and install printer drivers on end user equipment. Preform printer mapping to PC as required. Escalate printer network issues to appropriate resource. Preform Advanced Customer Training (ACT) or DocuCare maintenance and diagnosis functions. Manage and maintain on-site parts inventory using PM4. Ensure SLAs are adhered to per the SOW. Physical device management and control. Device Configuration (Enter IP address, scanning templates. User access levels. Scan to File /Email, etc.	\$ 3,992	\$ 4,430	\$ 4,868	\$ 5,322
2b	Includes Tier 1 plus: Production Duties Retrieve, re-purpose, and reprint archived documents § Track and archive digital customer jobs, as required for re- printing. Operation equipment using imaging software and organize work flow of imaging projects. Perform closed-loop chain of custody for all Client boxes, folders and documents provided to Xerox § Electronic documents are catalogued to media such as CDROM, disk, digital storage. Install, maintain and delete print queues. Use functions such as multi-up, booklets making. Validate or adjust the manufacturing layout & imposition of files.	\$ 4,300	\$ 4,787	\$ 5,274	\$ 5,744

Contract GS-03F-137DA

Client Associate - Office	2c	<p>Provide billing support to include: § Data collection and consolidation Audit for accuracy and timeliness of billing metrics Analyze and provide recommendations for optimization Review invoices and reports with customer billing representative Develop field/client billing reports and presentations Focal point for billing issue resolution Provide billing process conformance training to field staff. Liaison between Xerox billing entities and client Process and follow up on adjustment packages Collects CA overtime reporting to ensure proper billing</p>	Stop Order Taking (SOT)	SOT	SOT	SOT
Client Associate - Office	3b	<p>Includes Tier 2 plus: § Prioritize, schedule and execute document workflow process activities (prepress to delivery) Set up, operate and maintain networked digital color production printing system and front-end color servers - configure job-processing settings, manage job queues, process files, and print jobs Convert digital files to formats such PDF, TIFF, PostScript, XML, etc. for import into document management systems. Set up DocuShare - upload files, establish permissions § Engage and procure special materials and/or external services from appropriate third party suppliers to support jobs requirements. Estimate and schedule complex jobs. Use scanning halftones, photographs, document image enhancement, subset finishing, in-line finishing. Preflight checking and error correction of files. Use of Pit Stop. Font Management. Trapping. Troubleshoot complex PDL, PDF, and VIPP workflow issues such as trapping, overprinting, and performance optimization. Set up variable information work flow and design Variable Information Jobs- repository and database</p>	\$ 4,960	\$ 5,513	\$ 6,065	\$ 6,618
Client Associate - Reporting & Analysis	3c	<p>Provide billing support to include: Data collection and consolidation Audit for accuracy and timeliness of billing metrics Analyze and provide recommendations for optimization Review invoices and reports with customer billing representative Develop field/client billing reports and presentations Focal point for billing issue resolution Provide billing process conformance training to field staff Liaison between Xerox billing entities and client Process and follow up on adjustment packages Collects CA overtime reporting to ensure proper billing</p>	\$ 4,960	\$ 5,513	\$ 6,065	\$ 6,618

Client Site Coordinator	3d	<p>Operations support: Responsible for the overall delivery of contracted services at client site Implements and supports Value Assurance Process at client site Ensures proper staffing levels to guarantee delivery of SOWs/SOPs Facilitates vended work Coordinates training of new employees, as required Coordinates administrative tasks performed by Client Associates Attend operations staff and/or/client meetings and act as an operations focal point for the account Implement and maintain an Asset Redeployment Depot (re-use, re-deploy, and disposition activities for office assets)</p> <p>Communications: Ensures day to day interface with account key contacts Works closely with immediate manager sharing information and following-up with account activity Coordinates and leads internal and external site team meetings Participates in internal and external account reviews</p> <p>Billing and expense management: Performs timely submission of billing requirements with all associated reporting (XONE / Falcon) Supply/Inventory management Coordinates and fair shares overtime requirements Tracks overtime to ensure proper billing</p>	\$ 4,960	\$ 5,513	\$ 6,065	\$ 6,618
Client Associate	4b	<p>Includes Tier 3 plus: Perform back up/archive data process, resolve difficulties. § Provide customer with consultation and information on optimal document preparation, composition, and printing. Set customer's expectations about the feasibility and quality of a given business application. Provide output management services including print job management, routing, and tracking Able to generate specific PDL print files Manage client print servers for optimal performance Merge variable data into standard formats Perform Customer Standards Management per requirements</p>	\$ 5,631	\$ 6,263	\$ 6,896	\$ 7,513
Client Site Coordinator	4d	<p>Operations support: Responsible for the overall delivery of contracted services at client site Implements and supports Value Assurance Process at client site Ensures proper staffing levels to guarantee delivery of SOWs/SOPs Facilitates vended work Coordinates training of new employees, as required Coordinates administrative tasks performed by Client Associates Attend operations staff and/or/client meetings and act as an operations focal point for the account Implement and maintain an Asset Redeployment Depot (re-use, re-deploy, and disposition activities for office assets)</p> <p>Communications: Ensures day to day interface with account key contacts Works closely with immediate manager sharing information and following-up with account activity Coordinates and leads internal and external site team meetings Participates in internal and external account reviews</p> <p>Billing and expense management: Performs timely submission of billing requirements with all associated reporting (XONE / Falcon) Supply/Inventory management Coordinates and fair shares overtime</p>	\$ 5,631	\$ 6,263	\$ 6,896	\$ 7,513

requirements Tracks overtime to ensure proper billing

Specialist	<p>Possess broad technical knowledge: production and office solutions, networking in both the centralized as well as: Design, consult, implement, and/or manage client-related hardware/software services, third party or unique software configurations, ebusiness systems administration, data/content/repository management, etc. Excel in the following software applications (at minimum) MS Office Suite, MS Project, page layout/design, web browser, anti-virus. Detailed understanding of workflow products, ability to create specific client workflows, integration of workflow engines with Xerox products/systems to provide automated services. Articulate and deliver technology and workflow training in a non-threatening, comfortable and inviting manner. Demonstrate a strong initiative to work successfully with different organizations within Xerox and various Third Party partners.</p>	\$ 7,383	\$ 8,029	\$ 8,675	\$ 9,321
Account Operations Manager	<p>The Account Operations Manager is responsible for planning, directing and coordinating the contracted operations of the account. Monitors daily operations to ensure contract requirements are met, keep abreast of major situations affecting service to the customer and ensure all aspects of customer satisfaction. Responsible for managing the budget and P&L for the assigned account(s). Assists 2nd level manager and sales team in generating revenue and seeking additional business opportunities.</p>	\$ 9,425	\$ 9,425	\$ 9,531	\$ 9,531

GSA Labor Zones

State	City	Zone
AK	Alaska	4
AL	Alabama	1
AR	Arkansas	1
AZ	Arizona (exclude Phoenix)	1
AZ	Arizona (Phoenix)	2
CA	California (exclude Sacramento)	4
CA	California (Sacramento)	3
CO	Colorado	2
CT	Connecticut (Other)	3
CT	Connecticut - Stamford / Norwalk	4
DC	Washington DC	4
DE	Delaware	3
FL	Florida (Other)	1
FL	Florida (Miami)	3
FL	Florida (Miami Lakes, Ft Lauderdale)	2
GA	Georgia (exclude Atlanta)	1
GA	Georgia (Atlanta)	2
GU	Guam	2
HI	Hawaii	4
IA	Iowa	1
ID	Idaho	1
IL	Illinois (Chicago, Schaumburg, DesPlaines)	3
IL	Illinois (Springfield, Rockford)	2
IN	Indiana	1
KS	Kansas	2
KY	Kentucky	1
LA	Louisiana (Other)	1
LA	Louisiana (New Orleans, Baton Rouge, Lafayette)	2
MA	Massachusetts (Boston)	4
MA	Massachusetts (Other)	3
MD	Maryland (Other)	2
MD	Maryland (Baltimore, Bethesda)	3
ME	Maine	2
MI	Michigan	3
MO	Missouri	2
MS	Mississippi	1
MT	Montana	1
NC	North Carolina	2

ND	North Dakota	1
NE	Nebraska	1
NH	New Hampshire	2
NJ	New Jersey	3
NM	New Mexico	1
NV	Nevada	2
NY	New York (Other incl. Rochester)	3
NY	New York (Albany, Buffalo, Binghamton)	2
NY	New York (New York, White Plains)	4
OH	Ohio	2
OK	Oklahoma	1
OR	Oregon	2
PA	Pennsylvania (Phila., King of Prussia)	3
PA	Pennsylvania (Pittsburgh, Other)	2
PR	Puerto Rico	1
RI	Rhode Island	2
SC	South Carolina	1
SD	South Dakota	1
TN	Tennessee	1
TX	Texas (Austin, Dallas, Houston)	2
TX	Texas (Other)	1
UT	Utah	1
VA	Virginia (Alexandria, Arlington, McLean)	4
VA	Virginia (Richmond)	2
VA	Virginia (Other)	1
VT	Vermont	2
WA	Washington (Other)	3
WA	Washington (Seattle, Redmond)	4
WI	Wisconsin (Other)	2
WI	Wisconsin (Green Bay)	1
WV	West Virginia	2
WY	Wyoming	2

Professional Document Support Programs for Xerox Products, SIN 541610

Professional Document Support Programs for Xerox Products include Systems Support and Customer Education and Training

Systems Support / Professional Services

System Support programs provide Xerox analytical support to achieve the maximum productivity of Xerox products. Xerox analysts will ensure that the customer's document systems work at their peak performance level. Services included are:

Implementation Planning and Management

Xerox will provide a thorough analysis of the customer's current environment as it relates to their specific agency mission goals and identify requirements for improving resources, processes, and documents to achieve those goals. Analysis ranges from the content and design of documents to the way they are created, produced, used, stored, accessed, and delivered. A report is delivered that includes findings, recommendations, implementation plans, and cost/benefit analyses of solution options.

Application Design, Development, and Implementation

Xerox will provide an in-depth analysis of the customer's current document applications and recommendations for new or redesigned applications. Services include code and procedure development for printing systems, job ticket development for production network printing, effective use of color, and conversion of paper forms into highly efficient electronic documents. During implementation, Xerox will follow through with customized training and documentation to ensure the smooth transition of new applications into the customer's organization.

Interoperability Consulting

Xerox provides full analysis, testing, and optimizing of Xerox document systems solutions within the context of the customer's current systems elements - platforms, operating systems, user interfaces, and application software.

Operations Support

By engaging Xerox analysts to perform routine systems functions, agency personnel can concentrate on their core mission. Services include such elements as performance troubleshooting, third party equipment configuration, data backup tasks and procedures documentation.

Customized Training

A Xerox analyst will assess the customer's learning requirements and recommend training alternatives. Depending on the agency's document systems solution, Xerox analysts can develop and deliver unique training for the agency. The training will be structured to achieve skills and knowledge requirements, and performance objectives consistent with agency needs.

Technology Enablement and Marketing Support

Xerox resources are available to provide support in unique areas of technology. They can assist with the creation and coding of printing system's forms, and resolution of color printing problems and color application development. When required, these resources work directly with Xerox analysts to define systems solutions and evaluate application processing prior to customer hand-off.

Hourly Rate (Weekdays 8 a. m. - 5 p. m.; except holidays observed by the Government) includes a minimum charge of one hour. Each additional half-hour or fraction thereof after one or more full hours, per Systems Analyst, shall be billed at half-hour increments

Customer Education and Training SIN 611710

Education and Training experts provide focused product training that ensures the maximum competency of equipment operators, systems administrators, and programmers.

Customer Education Terms

1. General Information

Open Market Surface Travel Policy and Rates - Training services provided twenty-six (26) miles or more from the nearest Xerox Customer Education training location will be invoiced at an additional charge on an Open Market basis as set forth below:

Miles From The Location Nearest Xerox

26-50	51-75	76-100	101-125	126-150	151-175	176-200
\$10	\$20	\$30	\$40	\$50	\$60	\$70

On- Site Training: Tuition fee for on- site training at a customer's location is based on the individual tuition rate times the number of students attending the training, with a minimum of 3 students, plus Open Market instructor fee of \$200 per day/ per instructor. Where applicable, cost of instructor(s) round trip coach airfare will also be charged from the nearest Xerox training center where the course is normally offered to the customer's city. The cost of all course materials is included in the price. The maximum number of students allowed in an on- site training session varies, depending on the course. On- Site fees apply to all workshops delivered by Customer Education Training Consultants (CETCs).

Customer Business Unit On- Site Training: When Customer Education Training Consultants teach classes at Xerox Customer Business Unit locations, sites other than Xerox Training Centers, an additional Open Market charges of \$30 per student, per day will be invoiced for travel expenses.

2. Terms and Conditions

- 2.1 Agreement: The following terms and conditions apply to any order for classes or educational materials accepted by Xerox. The customer agrees that attendance at a class or acceptance of delivery of any educational materials from Xerox constitutes agreement that these terms and conditions govern such order.
- 2.2 Registration: Registration is based on space available and subject to written confirmation by Xerox Customer Education. The Xerox Customer Education Registrar must receive completed Registration Forms no later than fifteen (15) days prior to the class start date. Space reserved by telephone is subject to cancellation within fifteen days of the scheduled class if a registration form has not been received.

3. Cancellation

Registrants who have been confirmed for specific training sessions may reschedule or cancel reservations without penalty up to fourteen (14) calendar days before the scheduled class start date either by calling the Customer Education Registrar, or, with sufficient lead-time, by written notification. Individuals who cancel a confirmed enrollment within fourteen (14) calendar days of the class and fail to provide a qualified replacement to fill the enrollment or those who fail to appear for training as scheduled will be billed for 50 % of the tuition portion of the fees. Xerox Customer Education reserves the right to reschedule or cancel any scheduled class upon five working days' notice to confirmed registrants. In the event of cancellation by Xerox, any payment made for the canceled class will be refunded. The customer understands and agrees that Xerox shall not, in any way, be held responsible for any costs, including loss of airfare or other transportation costs, hotel expenses or other damages, which the customer may suffer in the event that Xerox cancels or reschedules a class.

4. Prices

Fees and courses are subject to change per the Contract Terms. Prices will be those in effect at the time that registration is confirmed,. Payment terms are Net, 30 Days. upon receipt of invoice. Prices do not include travel expenses for student. Living expenses are not included, except where explicitly stated in the Xerox Customer Education Catalog and confirmed by the Customer Education Registrar.

5. Pre-Class Reading Materials

Self- study and other required course preparation reading materials provided by Xerox to confirmed registrants prior to a training course are non- returnable and payment is non- refundable. In the event of Customer cancellation, registrants will be billed for any pre-class study materials provided.

6. Recordings

Voice or video recordings of classes by students are not permitted.

7. Disclaimer of Warranties and Limitation of Liability

Xerox makes no warranty, express or implied, as to the results to be attained by individuals attending any offered classes or from the use of any education materials supplied by Xerox under these terms. Xerox will provide instructors for scheduled classes. Should a Xerox instructor be unable to perform the instruction as scheduled, due to circumstances beyond Xerox' control, Xerox will attempt to replace such instructor within a reasonable time, but Xerox shall not be liable for failure to replace such employee within the original schedule, and rescheduling may, therefore, be necessary. Xerox' liability arising under this agreement, in tort, or under any other theory shall be limited to the amounts paid by the customer for the training from which the claim arose.

8. Education Materials Return Policy

Returns on packaged products will be accepted only under the following conditions: a) Materials damaged in shipment or shipped incorrectly will be accepted only if returned within 30 days of shipment in original shrink- wrap and; b) Audiovisual material that is found to be defective will be replaced if returned within thirty days of purchase.

9. On-Site Training

Special arrangements may be made to conduct most Customer Education courses at the customer's facility. Customers are responsible for providing the necessary equipment to allow hands-on training for all participants. The maximum number of students allowed in an on-site training session varies, depending on the course.

Production Publisher Training

These courses provide the network publishing skills operators need to continuously improve their productivity - key features training, Media Server training, document preparation and submission, communications workshops, Documents on Demand, and more.

Color Training

This includes courses that teach participants how to leverage the power of color in their documents - determining where to use color in their documents, how to use color to target specific audiences, how to build customized color palettes, and how to use color to communicate.

Many courses include:

- Interactive technology, including CD-ROM and video.
- Integrated training in software products that drive printers
- Material required for certification as an Electronic Document and Printing Professional (EDPP).

Pricing Footnotes

Production Publisher Training Courses are delivered by Customer Education Training Consultants at Xerox Training Centers

*Air Fare: (coach service) or Standard surface travel policy rates will be invoiced at the actual "ticket amount", see General Information section for additional Open Market pricing information.

1. All prices are on a per student per session basis, unless otherwise noted.
2. Delivery time may vary depending on student's prerequisite skills. If less than seven days is used to deliver full training, the price is not subject to partial refund.
3. One hour minimum.
4. Estimated completion time up to 40 hours (onsite only). Price includes MPEG board, software documentation, CTS support and one Operator Certification exam. Assistance from the CTS is limited to 16 hours (travel time inclusive) with a minimum of 4 hours per session. Part number for this offering is 701S90623.
5. Additional Operator Certification targeted at 4 hours, but not to exceed 8 hours of CTS time. This offering only includes the testing/ validation and does not include the set up and ongoing tutoring. Tutoring is available at \$110 per hour on an Open Market basis.
6. Server Series training applies to either the black/ white or ColorLink server.
7. Customer must have a Xerox Maintenance Agreement on the units for which the training is being provided. For CPW- I or eXcellerate Module I classes, additional students at same session \$410.00 per session/ person. CPW- I Service Kit is included with cost of first student

- only. 4135/ 4635 Customer Productivity Workshop is not offered at Training Centers. CPW- I is a prerequisite for CPW- II; eXcellerate Module I is a prerequisite for eXcellerate Module II.
8. eXcellerateSM Update Training is for customers who were previously certified by Xerox.
 9. Training for new DigiPath installations is chargeable. There is no bundled start- up allocation. Additional students from the same customer at the same session are \$1,025.00 per person for the 5- day workshop. DigiPath Production Software Workshop Package includes instruction in Document Scan and Makeready Training, Web Training and DocuTech Scan and Makeready. Training in component sections does not include training for workflow features from other sections.
 10. Retraining on products not listed may be delivered and charged at the standard half- hourly rate of \$35.00, at the discretion of the Xerox Customer Business Unit.
 11. Session may include up to four operators/ users. Maximum session length is two hours for Fiery ZX9/ ZX40 (8R12346), Fiery X2 (8R12455) and Fiery 2X6 (8R12454); and one hour for Splash 30/ 60 (8R12340).
 12. Session may include up to four operators/ users. If time allows, up to six casual users can be trained within the session.

Short-Term Rental

Reserved

Appendices

Appendix A: Section 508 and Xerox

Building on a 15-year history of engineering office products for use by people with disabilities, Xerox Corporation intends to lead the way in meeting the new Section 508 compliance regulations established by the federal government.



Section 508 legislation, which went into effect June 25, 2001, requires government entities to purchase information technology equipment that is most accessible to disabled government workers and citizens who wish to use it.

Xerox has established a new Web page at www.xerox.com/Section508 that will serve as an ongoing resource for federal contracting agents and the public. The site lists Xerox products and offers information about the current compliance status of each product.

Section 508 regulations cover software, telecommunications equipment and Web-based information, and office equipment, including copiers, facsimile machines and printers.

Customer Contact: For information on Xerox Section 508 compliance, visit <http://www.xerox.com/about-xerox/citizenship/section-508/enus.html>

Appendix B: Purchase Order Renewal

For Federal Purchase Orders not renewed Online, Xerox requests that renewals be sent to:

Fax: 1-888-708-6555
E-Mail: public.sector.po.renewal@xerox.com
US Mail: Xerox Corporation
Public Sector Customer Business Center
Attn: Federal Operations
PO Box 660502
Dallas, Texas 75266 8

Appendix C: Xerox Support Resources

Phone Numbers, Fax Numbers, Online Services

Xerox Corporation Website: www.xerox.com

(Web links to Xerox Products, Supplies, Industry Solutions, Consulting and Outsourcing, Customer Account Management and Product Support & Drivers)

Equipment Sales	800-ASK-XEROX or 800-275-9376 Tele Web Sales (for Equipment only) Fax: 866-405-6475
Consumable Supplies Sales (Open Marker)	800-822-2200 Fax: 800-338-7020
Consumable Supplies, Auto-Replenishment Hotline	800-599-2198
Xerox Parts Department	800-828-5881 Fax: 800-847-5666
Technical Service Support	800-821-2797
Customer Education Registration	800-445-5554
Xerox Manuals, Documentation and Software Services	800-327-9753
Environmental Health and Safety, Material Safety Data Sheets	800-828-6571
Customer Service, Billing	888-435-6333
Purchase Order Renewal Fax	888-708-6555 public.sector.po.renewal@usa.xerox.com
Meter Reads, submission	800-891-8405
Xerox Full Service Maintenance Agreements (FSMA)	800-828-9090
Equipment Moves and Relocation, Via Xerox (Open Market)	800-979-7356

Appendix D : CPC Supply Rates

Product	GSA CPC Supply Rate
Single Function Printers:	
Versalink B400	.0189
VersaLink C400 (Mtr 1 Black, Mtr 2 Color)	.0229 .1190
VersaLink C600 (Mtr 1 Black) (Mtr. 2 Color)	.0189 .109
VersaLink C9000 (Mtr 1 Black) (Mtr. 2 Color)	.0099 .0840
VersaLink B610	.0139
A4 Multifunction Printers	
MFP3635	0.0169
WC3655	0.0169
WC4250	0.0110
WC4260	0.0114
WC4265	0.0129
WC2424 8560 MFP B&W Rate (Meter 1),	0.0190
WC2424 8560 MFP Color Rate (Meter 2)	0.1090 0.0990
WC6515 (Mtr 1 Black, Mtr 2 Color)	0.0259 0.1390
WC6605 Mono Rate (Meter 1) Color Rate (Meter 2)	0.0229 0.1290
Versalink B405DNG	.01890
VersaLink C405DNG (Mtr 1 Black, Mtr 2 Color)	.0229 .1190
VersaLink C505SG (Mtr 1 Mono) (Mtr 2 Color)	.0209 .1090
VersaLink C605XLG (Mtr 1 Mono) (Mtr 2 Color)	.0189 .1090
VersaLink B605	.0149
VersaLink B615	.0139
WC6655 Mono Rate (Meter 1) Color Rate (Meter 2)	0.0189 0.1090
WC15, WC4118	0.0190
CC20/WCM20/WCM20i	0.0150
Office & Departmental Digital:	
WC5222 /P, WC5225 /P, WC5225AP	0.0039
WC5230 /P, WC5230AP	0.0039
WC5325 / P, WC5330 / P, WC5335 / P	0.0039

VersaLink B7025	0.0039
VersaLink B7030	0.0039
VersaLink B7035	0.0039
DC420/DC425/DC432/DC440, Digital BookMark, DC426/DC430	
DC535/545	0.0019
WC5050 /P, WC5150 /P WC5135 /P	0.0019
5632/5638/5645 /P,	0.0019
WC 5735/5740/5745/P/AP, 5845APT/2	0.0019
WCBK40/P,WCBK55/P	0.0019
5945APT/2,5945OCT/2	0.0019
AltaLink B8045, B8055	0.0019
AltaLink B8065, B8075, B8090, B8145, B8155, B8170	0.0019
WC 5655/5665/5675/5687 /P	0.0019
WC5755 P/PT/APT (SOT)	0.0019
W5755APT (FPNM)	0.0019
WC 5765/5775/5790 /P, 5855/65/75/90APT/2	0.0019
5955APT/2,5955OCT/2	0.0019
4590, 4590CP, 4595, 4595CP	0.0019
DCCS50 Color	0.0494
DCCS50 B&W	0.0040
Office Color Products	
WC7132P, WC7232P, WC7232PF, WC7242P, WC7242PF <i>(meter 1 mono, meter 2 color)</i>	0.0049 0.0440
WC24, CC32/40, WCP32/40, WCPS32/40 <i>(Meter 1 mono, Meter 2 color)</i>	0.0049 0.0440
CC2128, WCP2128, CC2636, WCP2636 <i>(Meter 1 mono, Meter 2 color)</i>	0.0049 0.0440
CC3545, WCP3545 <i>(Meter 1 mono, Meter 2 color)</i>	0.0049 0.0440
WC7328P, WC7328PF, WC7335P, WC7335PF, WC7345P, WC7345PF, WC7346PF, W7346P, W7346PCM <i>(Meter 1 mono, Meter 2 color)</i>	0.0049 0.0440
W7120P/PT, W7125P/PT <i>(Meter 1 mono, Meter 2 color)</i>	0.0049 0.0440
WC7425P, WC7428P, WC7435P, WC7425PCM, WC7428PCM, WC7435PCM <i>(Meter 1 mono, Meter 2 color)</i>	0.0049 0.0440
VersaLink C7020 all models <i>(Meter 1 mono, Meter 2 color)</i>	0.0049 0.0440
VersaLink C7025 all models <i>(Meter 1 mono, Meter 2 color)</i>	0.0049 0.0440
VersaLink C7030 all models <i>(Meter 1 mono, Meter 2 color)</i>	0.0049 0.0440
W7220P,P2,PT,PT2, W7225P,P2,PT,PT2	0.0049

(Meter 1 mono, Meter 2 color)	0.0440
W7535-3T, W7556-HCT (FPNM)	0.0019
(Meter 1 mono, Meter 2 color)	0.0440
EC7836H ,EC7856H (FPNM)	0.0019
(Meter 1 mono, Meter 2 color)	0.0440
W7545P, W7525P W7530P, W7535P	0.0019
(Meter 1 mono, Meter 2 color)	0.0440
W7525P/W7530P/W7535PW7545P, W755P	0.0019
(Meter 1 mono, Meter 2 color)	0.0440
W7655/P,W7665/P, W7675/P, W7655F/PF, W7665F/PF, W7675F/PF	0.0019
(Meter 1 mono, Meter 2 color)	0.0440
WC7755P, WC7765P, WC7775P	0.0019
(Meter 1 mono, Meter 2 color)	0.0440
AltaLink C8030T,C8030H, C8035T,C8035H, C8130, C8135	0.0019
(Meter 1 mono, Meter 2 color)	0.0440
AltaLink C8045H, C8055H, C8070H C8145, C8155 C8170	0.0019
(Meter 1 mono, Meter 2 color)	0.0440
W7830P/P2/PT/PT2, W7835P/P2/PT/PT2, W7845PT/PT2, W7855PT/PT2	0.0019
(Meter 1 mono, Meter 2 color)	0.0440
W7970P (Meter 1 mono,	0.0019
Meter 2 color)	0.0440
1CQ9201,1CQ9202,1CQ9203	0.0177
(Meters 1 & 2 have the same supply rate)	
CQ9201, CQ9202, CQ9203 (for 2 mtr plan)	0.0034
B&W+CLR LVL 1 Rate (Meter 1)	0.0262
Color LVL 2 Rate (Meter 2)	
CQ9301 (for 2 Tier plan)	0.0049
B&W+CLR LVL 1 Rate (Meter 1) Color	0.0262
LVL2 / LVL3 Rate (Meter 2 & 3)	
CQ9301 (3 Tier plan)	0.0049
B&W+CLR LVL 1 Rate (Meter 1)	0.0133
Color LVL 2 Rate (Meter 2)	0.0300
Color LVL 3 Rate (Meter 3)	
CQ9302, CQ9303 (for 2 Tier plan)	0.0038
B&W+CLR LVL 1 Rate (Meter 1) Color	0.0262
LVL 2/ LVL3 Rate (Meter 2 & 3)	
CQ9302, CQ9303 (3 Tier plan) B&W+CLR	0.0038
LVL 1 Rate (Meter 1)	0.0103
Color LVL 2 Rate (Meter 2)	0.0300
Color LVL 3 Rate (Meter 3)	
DocuColor 12 /LP Color (Mtr 1)	0.0440
DCOL12LP B/W (Mtr 2)	.0050
DocuColor 12 and DC3535 Color (Mtr 1)	0.0340
DocuColor 12 and DC3535 B/W (Mtr 2)	0.0049
D240 / D250 Color (Mtr 1)	0.034
D240 / D250 B/W (Mtr 2)	0.0049
X700 / D242 / 252 / 260 Color (Mtr 1)	0.029
X700 / D242 / 252 / 260 B/W (Mtr 2)	0.0049
XC60/70, XC550/560/570/C9065/C9070 Color (Mtr 1)	0.0240

XC60/70, XC550/560/570/C9065/C9070 B/W (Mtr 2)	0.0049
X770 Color (Mtr 1)	0.024
X770 Mono (Mtr 2)	0.0039
C75M2, J75M2, C75M3, J75M3 Color (Mtr 1)	.0200
C75M2, J75M2, C75M3, J75M3 B/W (Mtr 2)	.0039
C75M3, J75M3 Oversize Color (Mtr 3)	.0030
V180B, V180P, V80B, V80P, VA280 Color (Mtr 1)	.0200
V180B, V180P, V80B, V80P, V280 B/W (Mtr 2)	.0039
V180B, V180P, V80B, V80P, V280 Oversize Color (Mtr 3)	.0030
V180B, V180P V280 XL Mtr 4 (col and mono)	.0200
DC2045/DC2060/ DC5252 / DC6060 Color (Mtr 1)	0.0390
DC2045/DC2060/ DC5252/ DC6060 Mono (Mtr 2)	0.0049
DC8000 / DC7000 /)Color (Mtr 1)	0.0290
DC8000 / DC7000 / DC5000 Mono (Mtr 2)	.0049
DC8002LG/DC7002LG / DC5000AP post 9/1/09 Color (Mtr 1)	0.024
DC8002LG / DC7002LG/DC5000AP Mono (Mtr 2)	.0049
DC8080 Color (Mtr 1)	.0240
DC8080 Mono (Mtr 2)	.0039
V2100 Color (Mtr 1)	.024
V2100 Mono (Mtr 2)	.0039
V2100 O/S Color (Mtr 3)	.002
V3100 V4100Color (Mtr 1)	.022
V3100, V4100 Mono (Mtr 2)	.0039
V3100 O/S Color (Mtr 3)	.002
V3100, V4100 XL Mtr 4 (col and mono)	.022
XC800 / XC1000 Color (Mtr 1)	.024
XC800 / XC1000 Total Color Oversize (Mtr 3)	.034
XC800 / XC1000 Mono (Mtr 2)	.003
XC800P / XC1000P / XC1000i Color (Mtr 1)	.024
XC800P / XC1000P / XC1000i Total Color Oversize (Mtr 3)	.012
XC800P / XC1000P/ XC1000i Mono (Mtr 2)	.003
XC800P / XC1000P / XC1000i Total Oversize Mono (Mtr 4)	.003
Note: XC800 / 1000 meters shown as total amt billed for each to meter 1 (for example – meter 3 will show in VQ as .01 or the increment to .024 to deliver the total amt of	
XC1000i Color (Mtr 1)	.02
XC1000i Mono (Mtr 2)	.003
XC1000i O/S Color (Mtr 3)	.002
XC1000i O/S Mono (Mtr 4)	.003
IR120 Color (Mtr 1)	.02
IR120 Mono (Mtr 2)	.003
IR120 O/S Color (Mtr 3)	.002
IR120 XL Col or Mono (Mtr 4)	.02
iGen 220, 150, 120, 110 & 90 Color (Mtr 1)	0.025

iGen 220, 150, 120, 110 & 90 Total Oversize Color (Mtr 3)	0.041
iGen 220, 150, 120, 110 & 90 Total Super Size Color (XLC Mtr 4)	0.0469
iGen 220, 150, 120, 110 & 90 B/W (Mtr 2)	0.003
Note: iGen3, iGen4 & iGen5 meters shown as total amt billed as increments to meter 1 (for example – meter 3 will show in VQ as .016 or the increment to .025 to deliver the	
High Volume Repro:	
5090 / 5690 / 5090S2 / 5390	0.0010
5990 / 5995 / 5900	0.0012
5100/ 5885 / 5890 / 5895 /5800	0.0012
Docu Tech / Light Production:	
PP135 / NP135 - all mktcodes	0.0010
100CP, 120CP All mktcodes	0.0019
100MFF, 120MFF , MFF100, MFF120	0.0013
100PS / 120PS	0.0019

100/120DPS, DPS100/120 Non-MICR	0.0013
144PS	0.0019
144DPS, DPS144, DPS157	0.0013 0.0015
6100 / 6115 / 6135 / 6155 / 6180	0.0013
200DPS, DPS200 Meter 1: Total Prints	0.0013
Meter 2: Oversize	0.0005
288DPS, DPS288 / DPS314 Mtr 1: Total Prints	0.0013
Meter 2: Oversize	0.0005
	0.0005
4112 / 4127 /4110 / 4590 EPS, D95, D110, D125, D136CP, D136PRT, B9100,B9110, B9120, B9136	0.0019
Printing Systems:	
DP65/DT65, DP/DT75 (nonMICR), DP/DT90	0.0019
4050 LPS/NPS/IPS	0.0011
DP350HC, 4890 LPS/NPS/IPS	0.0013
DP390HC	0.0011
DP92C LPS/NPS/IPS	0.0013
DP96 LPS/NPS/IPS	0.0010
DP96 MICR LPS/NPS/IPS	0.0014
4135	0.0011
4635 LPS/NPS/IPS	0.0010
4635 MICR LPS/NPS/IPS	0.0014
DP180 LPS/NPS/IPS/EPS, DP155EPS	0.0010
DP180 MICR LPS/NPS/IPS	0.0014
DP2K100, DP2K115, DP2K135, DP2K155, DP2K180	0.0013
HLC128, HLC155, HLC180, HLCP128-180	0.0013

Appendix E Equipment Listing

Appendix F Supplies

Appendix G Customer Education and Analyst Prices