



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE PRINTING DEVICES AND MANAGED PRINT SERVICES

Date: February 23, 2016

Contract #: VA-130405-XERX

Authorized User: All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Xerox Corporation
45 Glover Ave
Norwalk, CT 06856

FIN: 16-0468020

Contact Person: Gerald Britt
Voice: 804-364-3459
Fax: 804-364-3965
Email: gerald.britt@xerox.com

Term: April 5, 2016 – April 4, 2017

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Greg Searce
Strategic Sourcing Specialist
Phone: 804-416-6166
E-Mail: gregory.searce@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

February 22, 2016

Gerald Britt
Xerox Corporation
200 Westgate Parkway
Suite 104
Richmond Virginia 23233

Mr. Britt,

Per Section 3.A. ("Term and Termination") of contract VA-130405-XERX, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from April 5, 2016 through April 4, 2017. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

February 18, 2015

Gerald Britt
Xerox Corporation

Per Section 3.A. ("Contract Term") of contract VA-130405-XERX, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from April 5, 2015 through April 4, 2016. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION NO. 2
TO
CONTRACT NUMBER VA-130405-XERX
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
XEROX CORPORATION**

This MODIFICATION No. 2 is hereby incorporated into and made an integral part of Contract VA-130405-XERX.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 1.
"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspx>
2. Add to the definition of "Reimbursement of Expenses" in Section 5 Subsection B on Contract Page 7.
"If the authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
3. Add to the definition of "Indemnification" in Section 12 Subsection A on Contract Page 13.
"In the event of settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
4. Add to the definition of "Hardware-related (System and Third-Party) Software License" in Section 17 Subsection J on Contract Pages 26-27.
"If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution, the license shall be held by that private institution."
5. Add to the definition of "SOFTWARE LICENSE (NON-HARDWARE RELATED)" in Section 18 on Contract Page 28.
"If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution, the license shall be held by that private institution."

6. Add to the definition of "Dispute Resolution" in Section 20 Subsection E on Contract Page 38.
"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-130405-XERX by this Modification No. 2.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

NAME OF SUPPLIER

BY: Gerald Britt
NAME: Gerald Britt
TITLE: Account General Manager
DATE: September 9, 2014

COMMONWEALTH OF VIRGINIA

BY: Joy Cauder
NAME: Toy Cauder
TITLE: VITA Source mgr
DATE: 9/10/14

**MODIFICATION #1
TO
CONTRACT NUMBER VA-130405-XERX
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
XEROX CORPORATION**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Xerox Corporation, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-130405-XERX (the Agreement), as modified.

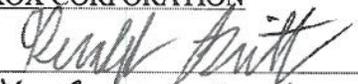
Modification #1 allows for the following option to the above referenced contract
Xerox has the ability to offer an option for Authorized Users that are under a lease/rental or maintenance contract called Pooling Option. Xerox's Pooling Agreement is attached with this modification.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-130405-XERX and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

XEROX CORPORATION

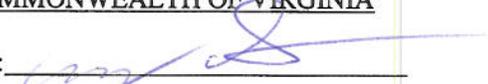
BY: 

NAME: Gerald Britt

TITLE: Account General Manager

DATE: November 7, 2013

COMMONWEALTH OF VIRGINIA

BY: 

NAME: GREGORY SCARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 11.7.13

POOL PLAN AGREEMENT



Pool Invoice Summary Bill to Address

Full Legal Name _____

Customer's Name (Bill To) _____

DBA/Name Overflow (if req'd) _____

Street Address _____

Box#/Routing _____

City, State _____

Zip Code _____

Pool ID # _____

Supplies Included Yes No

Fixed Pricing Yes No

Modification to existing Pool

Modification eff. date _____

Customer Purchase Order # (if required - attach copy)

P.O. # _____ (one P.O. # per Pool)

Equipment Included

As of the date of this Agreement, there are _____ units of equipment which constitute the Pool as shown on the attached Pool Plan Pricing Exhibit. These units are currently physically installed or pending delivery to one or more of your locations.

Pool Price Information

Pool Monthly Charge	\$
Pool Prints Included	
Excess Rate per Print	\$

Meter Reconciliation

- Monthly
- Quarterly

Pool Invoicing Options

- Standard Invoice
- Standard Plus (Template 3)
- Spreadsheet Format (Template 2)

Agreement Presented By:

Xerox Name: _____ Phone: _____

FOR AUTHORIZED HQ INTERNAL USE ONLY:

Accepted: _____ Xerox Corporation

By: _____
(Signature of Authorized Signer)

Title: _____ Date: _____

Worksheet: _____ Unit: _____

www.xerox.com

AGREEMENT CONSISTS OF THIS FACE AND TERMS ON ADDITIONAL ATTACHED PAGES

Auth. Signer Name: _____
(Please Print Name of Authorized Signer)

Signature: X _____ Date: _____
(Signature of Authorized Signer)

Auth. Signer Title: _____ Phone: _____

E-Mail: _____

1. This Pool Plan Agreement (including the Exhibits hereto) (collectively, "Agreement") modifies the billing for certain prior agreements (the "Underlying Agreements") entered into between you and Xerox for the rental, lease or maintenance of that equipment indicated on the attached Pool Plan Pricing Exhibit (the "Pooled Equipment").

2. **POOL CREATION.** The Pool Plan is a pricing arrangement covering the Pooled Equipment, each unit of which has been assigned a specified monthly Unit Portion Charge, a designated number of prints included within the Unit Portion Charge (the "Prints Included"), and an excess usage charge for each print made beyond the Prints Included (the "Excess Rate per Print"), all of which is set out in the Pool Plan Pricing Exhibit. The individual Unit Portion Charges and Prints Included are added together to create respectively the Pool Monthly Charge and the Pool Prints Included.

3. **AMENDMENT OF UNDERLYING AGREEMENTS.** In addition to the pricing changes for the Pooled Equipment set out in the Pool Plan Pricing Exhibit, you agree that by entering into this Agreement you have amended the Underlying Agreements in the following manner:

A. **SUPPLIES INCLUDED.** All Pooled Equipment shall have supplies included as part of the amounts you pay under the Pool Plan. Supplies shall be provided to you by Xerox pursuant to VITA contract VA-130405-XERX (the "VITA Contract"), which governs the Underlying Agreements.

B. **FIXED PRICING.** As per the VITA Contract that governs the Underlying Agreements, all Pooled Equipment has fixed pricing for the rental or maintenance of that equipment.

C. **BILLING.** Xerox shall have the right to send all bills related to the Pooled Equipment to the Address indicated on this Agreement and to send such bills in accordance with the terms established hereunder.

4. **COMMENCEMENT DATE.** The Pool Plan Commencement Date shall be the later of (a) the date of this Agreement, or (b) the install date of the first unit(s) of Pooled Equipment.

5. **BILLING OF POOL PLAN CHARGES.** The Pool Monthly Charge is to be billed in arrears, in accordance with the VITA Contract. Charges for any prints made beyond the Pool Prints Included shall be made at the Excess Rate per Print and billed in arrears at intervals consistent with the Meter Reconciliation Period established under this Agreement. Invoicing will commence upon the Pool Plan Commencement Date (regardless of whether additional installations of Pooled Equipment are anticipated). The Pool Monthly Charge and Pool Impressions Included (a) will be prorated during any given month based upon Pooled Equipment not yet installed, and (b) will be adjusted for any units of Pooled Equipment subject to a K-16 Billing Suspension arrangement. All payments are due within thirty (30) days of receipt of the invoice.

6. **ADDITIONAL CHARGES FOR POOLED EQUIPMENT.** In addition to those payments due under this Agreement, you are responsible for the following additional payments required under the Underlying Agreements: (a) any payments stemming from the Cash Sale or Installment Sale of Pooled Equipment; (b) any premiums agreed to in exchange for Extended or Enhanced service coverage; (c) any payments stemming from charges captured on the second Meter (i.e., Meter 2) of any Pooled Equipment; (d) any Supplies and Application Software charges; and, (e) any Use Charges due on leased Pooled Equipment (unless these charges are billed exclusively through the price you pay per print in the Underlying Agreement). For purposes of this Agreement, Use Charges shall be defined as those amounts you pay Xerox for the use of any leased Pooled Equipment (as opposed to its maintenance).

7. **PRICING CHANGES.** As per the VITA Contract, all pricing represented herein is fixed.

8. **MODIFICATION OF PRIOR XEROX AGREEMENT.** If this option has been selected, this Agreement will modify a prior Pool Plan Agreement between you and Xerox covering the Pooled Equipment such that the prior agreement shall remain as written except for any new terms presented in this modification agreement (e.g., changes regarding Fixed Pricing).

9. **ADDITIONS, DELETIONS, AND CHANGES.** You may add Equipment to and/or delete Equipment from the Pool at any time, provided that the billing for the Underlying Agreements covering any Equipment added to the Pool shall be amended in accordance with the terms of this Agreement. Once an addition or deletion takes place (or an Underlying Agreement is terminated,

renewed, or modified), Xerox shall have the right to equitably adjust the Pool Monthly Charge, Pool Prints Included, and Excess Rate per Print amounts. Note that any such adjustments (as well as any other Pool Plan pricing adjustments made pursuant to this Agreement) shall allow for specific adjustments to the Unit Portion Charge, Prints Included, and Excess Rate per Print of each unit of Pooled Equipment.

10. **TERMINATION.** Either party may terminate this Agreement for its own business reasons upon 30 days written notice. In this event, and with regard to individual units of Pooled Equipment removed from the Pool Plan pursuant to Section 9 above, the Underlying Agreements and the pricing and billing for the equipment covered by the Underlying Agreement shall be in full force and effect, as written prior to their being amended by this Agreement.

11. **MISCELLANEOUS.** This Agreement constitutes the entire agreement as to the Pool Plan pricing arrangement, and supersedes all prior and contemporaneous oral and written agreements regarding that subject matter. Except as set forth in this Agreement, the Underlying Agreements shall remain as stated. In the event of a conflict between the terms of the Underlying Agreements and this Agreement, this Agreement shall control. Both parties may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement, but only the Agreement held by Xerox will be considered an original for purposes of perfecting a security interest in chattel paper. Xerox may accept this Agreement either by its signature or commencing performance. Other than changes regarding equipment covered and pricing, which Xerox may adjust as per your instructions and/or its rights under this Agreement, all changes to this Agreement must be made in a writing signed by both parties; accordingly.



Statewide Printing Devices and Managed Print Services Information Technology Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

XEROX CORPORATION

**STATEWIDE PRINTING DEVICES AND MANAGED PRINT SERVICES
INFORMATION TECHNOLOGY CONTRACT
TABLE OF CONTENTS**

1. PURPOSE	1
2. DEFINITIONS	1
A. Acceptance	1
B. Agent	1
C. Authorized Users	1
D. Computer Virus	1
E. Confidential Information	1
F. Consumables	1
G. Deliverable(s)	1
H. Documentation	2
I. Electronic Self-Help	2
J. Lease Agreement	2
K. Lease Term	2
L. Maintenance Level	2
M. Maintenance Period; Maintenance Coverage Period (MCP)	2
N. Maintenance Services (or Maintenance)	2
O. Managed Print Services	2
P. Multifunction Device (MFD)	2
Q. Operating Condition	2
R. Party	2
S. Preventive Maintenance	2
T. Product(s)	3
U. Receipt	3
V. Rental Agreement	3
W. Rental Services	3
X. Rental Term	3
Y. Requirements	3
Z. Response Time	3
AA. Service (s)	3
BB. Software	3
CC. Software Publisher	3
DD. Software Update	3
EE. Statement of Work	3
FF. Supplier	4
GG. System Software	4
3. TERM AND TERMINATION	4
A. Contract Term	4
B. Termination for Convenience	4
C. Termination for Breach or Default	4
D. Termination for Non-Appropriation of Funds	5
E. Effect of Termination	5
F. Transition of Services	5
G. Contract Kick-Off Meeting	5
H. Contract Closeout	6
4. SUPPLIER PERSONNEL	6
A. Selection and Management of Supplier Personnel	6
B. Supplier Personnel Supervision	6
C. Subcontractors	6
5. FEES, ORDERING AND PAYMENT PROCEDURE	6

A. Fees and Charges	6
B. Reimbursement of Expenses	7
C. Statement of Work (SOW)	7
D. Ordering	7
E. Orders for Lease/Rental Products or MPS	8
F. Orders for Lease-Purchase Products	8
G. Orders that Include Trade-In Products	8
H. Purchase Price and Price Protection	8
I. Supplier Quote and Request for Quote	9
J. Change Orders	9
K. Invoice Procedures	9
L. Purchase Payment Terms	10
M. Payment for Lease or Rental Products or MPS	10
N. Additional Leasing Terms for Wide Format Printers	10
6. REPORTING	11
7. STEERING COMMITTEE	11
8. AUTHORIZED USER SELF-SUFFICIENCY	11
9. ESCROW AGREEMENT	12
10. COMPETITIVE PRICING	12
11. CONFIDENTIALITY	12
A. Treatment and Protection	12
B. Exclusions	12
C. Return or Destruction	12
D. Confidentiality Statement	13
12. INDEMNIFICATION AND LIABILITY	13
A. Indemnification	13
B. Liability	14
13. INSURANCE	14
14. SECURITY COMPLIANCE	14
15. IMPORT/EXPORT	15
16. BANKRUPTCY	15
17. HARDWARE-SPECIFIC PROVISIONS	15
A. Trial Period for MFD's	15
B. Delivery, Installation and Acceptance	16
C. Training for Non-MFDs	18
D. Performance Levels and Remedies	18
E. Removal of Lease or Rental Product	18
F. Return of Product	19
G. Product Support and Additional Services	19
H. Warranty and Remedy	21
I. Scope of Use	26
J. Hardware-related (System and Third-Party) Software License	26
K. Supplier-Sponsored Product Promotions	28
18. SOFTWARE LICENSE (NON-HARDWARE RELATED)	28
A. License Grant	28
B. Third-party Software Licensed by Software Publisher	29
C. License Type	29
D. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")	29
E. Delivery and Installation	29
F. Acceptance and Cure Period	30
G. Warranty Services	31
H. Maintenance Services	31
I. General Warranty	33
J. Training and Documentation	34
K. Reproduction Rights	35
L. Evaluation Copy of Software	35

19. SERVICES (NON-MAINTENANCE)-SPECIFIC PROVISIONS	35
A. Services	35
B. General Warranty	35
C. Training and Documentation	37
D. INTELLECTUAL PROPERTY	37
20. GENERAL PROVISIONS	37
A. Relationship Between VITA and Authorized User and Supplier	37
B. Incorporated Contractual Provisions	37
C. Compliance with the Federal Lobbying Act	38
D. Governing Law	38
E. Dispute Resolution	38
F. Advertising and Use of Proprietary Marks	38
G. Notices	39
H. No Waiver	39
I. Assignment	39
J. Captions	39
K. Severability	39
L. Survival	39
M. Force Majeure	39
N. Remedies	40
O. Right to Audit	40
P. Contract Administration	40
Q. Entire Contract	40

STATEWIDE PRINTING DEVICES AND MANAGED PRINT SERVICES INFORMATION TECHNOLOGY CONTRACT

THIS STATEWIDE PRINTING DEVICES AND MANAGED PRINT SERVICES INFORMATION TECHNOLOGY CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Xerox Corporation ("Supplier"), a corporation headquartered at 45 Glover Ave Norwalk CT 06856, to be effective as of April 5, 2013 ("Effective Date").

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide purchase/rental/lease of Multifunction Devices, Wide Format and Low-End Devices, High Speed Production Devices, Software and related accessories/supplies, Services and Maintenance for devices and Managed Print Services to Authorized Users of this Contract.

2. DEFINITIONS

A. Acceptance

Successful delivery and performance of all Services and Deliverables at the location(s) designated and, if applicable, successful Acceptance testing in conformance with the Requirements, as set forth in this Contract and by an Authorized User in the applicable order or Statement of Work.

B. Agent

Any third Party independent Agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such Software in any manner.

E. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or Statement of Work issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

F. Consumables

Toner, drums, fuser agent, developer, ink cartridges, maintenance kits, feeder rollers, transfer kits, waste toner boxes and cleaning kits, needed for the operation of the Products provided by Supplier on behalf of the Authorized User in order to fulfill the Services.

G. Deliverable(s)

The tangible embodiment of the Products, Software, and/or Services including the development or creation of Work Product and provision of required management, administrative and technical reports, documents, Documentation, plans, drawings, schematics, and media, provided by Supplier as identified in this Contract and/or any applicable order or Statement of Work issued under this Contract.

H. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Deliverables, and to implement and develop self-sufficiency with regard to the Deliverables obligated under this Contract and as may be specified in an order or Statement of Work issued under this Contract.

I. Electronic Self-Help

Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order or Statement of Work placed hereunder.

J. Lease Agreement

The executed agreement for the lease of wide format and high speed production devices between an Authorized User and the Supplier, pursuant to the terms and conditions of this Contract.

K. Lease Term

The fixed non-cancelable term, plus all periods covered by bargain renewal options, plus all periods for which failure to renew the lease would impose a penalty sufficient to make the renewal reasonably assured, plus all periods covered by ordinary renewal options during which the lessee guarantees the lessor's debt with respect to the leased property, plus all periods covered by ordinary renewal portions up to the date a bargain purchase option becomes exercisable, plus all renewals or extensions of the lease, which are at the lessor's option.

L. Maintenance Level

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in the Contract. The actual Maintenance Level for a unit of Product or Software shall be set forth in the executed order or SOW for Maintenance of that Product or Software referencing this Contract.

M. Maintenance Period; Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Product or Software.

N. Maintenance Services (or Maintenance)

Those preventive, remedial and support Services and Software Updates, provided by Supplier at Authorized User's request in order to ensure continued operation of the Product, or Software.

O. Managed Print Services

Services offered by Supplier to optimize or manage an Authorized User's document output which could include items such as but not limited to office printing needs, furnishing supplies, service and overall management of the printer fleet.

P. Multifunction Device (MFD)

A device which includes various capabilities, including by not limited to, copying, printing, faxing and scanning as determined by the applicable original equipment manufacturers specifications.

Q. Operating Condition

That condition which allows a Product or Software to function in a normal, acceptable working manner, as designed by the Product manufacturer or Software Publisher.

R. Party

Supplier, VITA, or any Authorized User.

S. Preventive Maintenance

Maintenance that can be performed in advance of an actual problem or malfunction through the monitoring of internal diagnostic reports generated automatically by the Products, including print output devices.

T. Product(s)

Hardware, including printing devices, peripherals, and any other equipment, including the hardware's system Software, all upgrades, all applicable user Documentation and related accessories as set forth in this Contract.

U. Receipt

An Authorized User or its Agent has physically received any Deliverable at the correct "ship-to" location.

V. Rental Agreement

The executed agreement for rental of MFD Product, Software and related accessories between an Authorized User and the Supplier, pursuant to the terms and conditions of this Contract.

W. Rental Services

Those Services, preventive and remedial, performed by Supplier at Authorized User's request in order to ensure continued operation of the rented Product. Rental Services shall include support services.

X. Rental Term

The time period beginning at Acceptance, and any extension(s) thereto allowable pursuant to this Contract, and except as cancelled or terminated in accordance with this Contract, during which Supplier rents a unit of Product to an Authorized User.

Y. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Products, Software, Services, and/or other Deliverables as set forth in Exhibit C and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order or Statement of Work issued hereunder. [In case of conflict, see the Entire Contract clause for order of precedence.]

Z. Response Time

The time between Supplier's receipt of Authorized User's request for Maintenance support and the time Supplier commences repair or remediation.

AA. Service (s)

Any work performed or Services provided by the Supplier to VITA or any Authorized User under this Contract including but not limited to, configuration design, installation, testing, support, maintenance, and training. This Contract shall not provide for consulting or professional services or services that might result in the creation of Work Product.

BB. Software

The programs and code, and any subsequent modifications or releases of such programs and code, excluding Work Product, provided by Supplier under this Contract.

CC. Software Publisher

The licensor of any Software, or the hardware Product's System Software, provided by Supplier under this Contract.

DD. Software Update

Any Software patch, fix, upgrade, update, enhancement, new release, or access mode, including, without limitation, modifications to the Software which can increase the speed, efficiency, or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software, which are to be provided by Supplier under this Contract as set forth in the Contract and any Authorized User's order or SOW. Excluding any Software Update provided for general release, and unless otherwise stated in the Contract, any Software Update developed by Supplier or any other third Party, using Commonwealth funds, shall be deemed Work Product.

EE. Statement of Work

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing Products, Software and/or Services to an

Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract.

FF. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

GG. System Software

The operating system code, including Software, firmware and microcode, (object code version) for each hardware Product, including any subsequent revisions, as well as any applicable Documentation.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, in its sole discretion, may extend this Contract for up to four (4) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or Statement of Work (SOW) issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Services and Deliverables pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User and Supplier has received formal Acceptance from the Authorized User. Supplier shall not include any automatic renewal provisions in any maintenance agreement, lease agreement, rental agreement, or software license as part of any order or SOW between an Authorized User and the Supplier or Supplier's OEM, if the Supplier is a reseller of the Product(s) or Software.

B. Termination for Convenience

VITA may terminate this Contract, in whole or an Authorized User may terminate any open / undelivered equipment order or pending SOW issued hereunder, in whole or in part. Except for orders or SOWs placed in conjunction with a Lease Agreement, Rental Agreement, or Services Agreement an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice, without incurring penalties..

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default for lease, purchase or rental orders, and sixty (60) days for any SOW, or other period as agreed to by the parties in writing. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or the affected lease, purchase or rental order, or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier thirty (30) days to cure the breach and/or default for lease, purchase or rental orders, and sixty (60) days for any SOW, or other period as agreed to by the parties in writing. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate the affected equipment lease, purchase or rental order, or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a Party excluded from Federal Procurement and Non-procurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written

notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Early Termination – Lease, Rental, and Service Equipment. If authorized user terminates an equipment placement for reasons other than fiscal-year funds non-appropriation or an uncured performance failure, the authorized User will be responsible for the remaining equipment payments through the equipment’s scheduled expiration date.

Early Termination – Amortized Services and Third Party Equipment. The cost of certain devices, such as consulting and training, may be amortized over the term of the an order (amortized services); or supplier may provide funds to acquire third party hardware or license third party software, or retire debt on existing third party hardware, and are included in the monthly minimum charge. If an order is terminated prior to its scheduled expiration for any reason, or if a unit of third party hardware or software is removed or replaced prior to its scheduled expiration date, the Authorized User will be responsible for all amounts due through the termination date and the remaining payments through the order’s scheduled expiration date.

Early Termination – Maintenance on Authorized User Purchased Equipment. Authorized User can terminate the Maintenance Agreement for Authorized User equipment, without penalty, with 30-days prior written notice.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services and Deliverables rendered by Supplier and Accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier. Termination by Supplier will not be considered.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Services to the Authorized User, its Agent(s) or any follow-on Supplier(s). This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting Requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in the Contract and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out Documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This Documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout Documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the Documentation is returned.

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, Agents, and subcontractors, including all acts and omissions of such employees, Agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or Agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its Agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

C. Subcontractors

Supplier shall not use subcontractors to perform any portion of this Contract or any order or SOW issued under this Contract unless specifically authorized in writing to do so by VITA or the Authorized User, respectively. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any portion of the work pursuant to such order or SOW to any subcontractor that is a Party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any portion of the work to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

5. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Products, Software, Services and Deliverables provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit C, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term.

Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any

such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter.

B. Reimbursement of Expenses

If allowable pursuant to an Authorized User's SOW, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)).

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

C. Statement of Work (SOW)

An SOW shall be required, when appropriate for any Products, Software, Services or Deliverables ordered by an Authorized User pursuant to this Contract. All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit C herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type, but may with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. For time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

D. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's Products, Software or Services under this Contract, an Authorized User is under no obligation to license or purchase from Supplier any of Supplier's Products, Software or Services. This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products, software and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

Purchase Order (PO): An official PO form issued by an Authorized User.

Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products, Software and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

E. Orders for Lease/Rental Products or MPS

In addition to the foregoing, if an Authorized User places an order or SOW to lease or rent Product(s) provided by the Supplier, the Authorized User must comply with the Virginia Department of Accounts (DOA) CAPP Manual and the Treasury Board's Master Equipment Leasing Program (MELP), as applicable. The Supplier agrees to provide relevant information and completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance. Title to any lease or rental Products shall remain with Supplier during the Lease Term or Rental Term, including any renewals.

Commonwealth localities are exempt from DOA CAPP Manual and the Treasury Board's MELP requirements referenced in this section; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

Supplier may not assign such purchase order(s) and Lease(s) to a third party, but may assign them to an internal subsidiary.

Authorized Users are not allowed to sign any leasing or rental documents supplied by Supplier or any third party representing Supplier. For MPS agreements, the terms of this contract take precedence over any such MPS agreement.

F. Orders for Lease-Purchase Products

In addition to the foregoing, if an Authorized User places an order or SOW to Lease-Purchase Product(s) provided by the Supplier, the Authorized User must comply with the Virginia Department of Accounts (DOA) CAPP Manual and the Treasury Board's Master Equipment Leasing Program (MELP), as applicable. The Supplier agrees to provide relevant information and completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance.

Suppliers will be required to fill in their Fixed Spread Rate (in decimal format) in each category that they wish to offer leasing. The Fixed Spread Rate amount entered will be added to current US Treasury Interest Rate Swap rate when leasing arrangements are made.

Lease pricing will be based on the Supplier's Fixed Spread Rate as specified in the appropriate category in Exhibit C, Pricing Schedule, of this Contract, and added to the appropriate last business day of the most recent quarter current US Treasury Interest Rate Swap rate located at:

<http://www.federalreserve.gov/releases/h15/current/>.

In a Lease-Purchase transaction, the purchase price offered to the Authorized User shall be based on a fair market value for buyout as defined in and in accordance with the rules and regulations found at:

http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/31205.pdf at the end of the Lease Term.

Further, if a financing arrangement is involved, the financing term for the Product(s) shall be determined by the Product(s)' useful life, as defined in the CAPP link in the paragraph above.

Commonwealth localities are exempt from DOA CAPP Manual and the Treasury Board's MELP requirements referenced in this section; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

G. Orders that Include Trade-In Products

In addition to the foregoing, if an Authorized User places an order or SOW for Products, where a trade-in of old products is included, the Authorized User must comply with the Virginia DOA CAPP Manual and must adhere to the rules and regulations in the Agency Procurement and Surplus Property Manual, published by the Division of Purchases and Supply (DPS), Department of General Services (DGS). The Supplier agrees to provide relevant information and completion of related documentation in a timely manner as required by the Authorized User to satisfy compliance. Commonwealth localities are exempt from the requirements of this provision; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

H. Purchase Price and Price Protection

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof), for Software, warranty services and Maintenance Services, and for

non-Warranty and non-Maintenance Services offered by the Supplier and the appropriate Commonwealth discounts. Percentage off list for Products, Software and Services shall not decrease during the life of the contract.

I. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain Product, Software and Services identical or similar to that provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products, Software and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

In cases where the RFQ process is invoked, the Authorized User will issue an RFQ describing its requirements to potential suppliers, and suppliers will provide, at their discretion, within the timeframe specified in the RFQ, a detailed Statement of Work (SOW)-based quote. Any quote submitted to the Authorized User as a result of this process shall include (a) a detailed description of each item proposed, at the Exhibit C line item level, (b) the quantity of each such item, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended/total price.

Generally, the Authorized User will select the supplier offering the lowest total cost proposal. However, non-price factors may be included in the evaluation criteria for a given RFQ. Any purchase from Supplier that is a result of the RFQ process shall be subject to the terms and conditions specified and outlined in this Contract and any subsequent modifications.

Additional terms and conditions may be requested or mandated within the RFQ document. To the extent that any terms and conditions of the Authorized User are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract shall supersede.

J. Change Orders

All changes to the Products, Software Services and Deliverables to be provided pursuant to any given order or SOW must be described in a written change request, which includes any appropriate adjustments to the order or SOW. Either Party to an order or SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any order or SOW or any modification thereto require the Supplier to perform any work beyond the scope of this Contract.

K. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Products, Software, Services, and Deliverables, have been accepted and in accordance with the payment schedule in the applicable order. Payment for support Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit C. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such excess rigging/delivery charges are identified in Exhibit C, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

Itemization and description of Product, Software, Services Type, Deliverables, and, if applicable, project milestone

Quantity, charge and extended pricing for each Product, Software, and/or Services item or milestone

Product serial number, if any

Applicable order date

Ship or delivery date

Ship-to or delivered-to contact name

This Contract number and the applicable order number

Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

L. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Products, Software, Deliverables or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

In the event any Deliverable is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with Documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

M. Payment for Lease or Rental Products or MPS

The ordering Authorized User shall pay the applicable monthly or annual payment for the Product(s) as specified in the executed Lease Agreement, Rental Agreement or MPS agreement. Payment shall be made by the ordering Authorized User unless the purchase order is terminated by the Authorized User pursuant to the Term and Termination provisions in Section 3 of this Contract.

N. Additional Leasing Terms for Wide Format Printers

1. General

Pursuant to these Leasing Terms and Conditions ("Terms and Conditions") the Supplier shall lease Product(s) covered by the Contract in Exhibit C. Authorized Users shall, in addition to the outright purchase of Product, have the option to lease and/or finance Product from the Supplier. The ordering Authorized User shall indicate its election to lease Product (each such lease transaction hereinafter called a "Lease") on the applicable purchase order issued to the Supplier. Such Lease may also include financed Product that is financed (in either case "Financed Items").

The Supplier may not assign such purchase order and Lease to a third party.

Authorized Users are not allowed to sign any leasing documents supplied by Supplier or any third party representing Supplier.

2. Lease Pricing Plans

Supplier agrees to provide the Product and Financed Items covered in Exhibit C of the Contract, as specified in Authorized User's purchase order, through at least one of the pricing plans below. The leasing plan selected by the Authorized User is identified on the purchase order.

Thirty-six (36) month Lease with Fair Market Value Option

Forty-eight (48) month Lease with Fair Market Value Option

Sixty (60) month Lease with Fair Market Value Option

Seventy-two (72) month Lease with Fair Market Value Option

Eighty-Four (84) month Lease with Fair Market Value Option

3. Commencement of Lease Term

The term of each lease shall commence on the date the Product and/or Financed Items are accepted under the section "Acceptance and Cure Period".

4. Title

Title in or to the Product shall not pass to the Authorized User but shall remain with the Supplier. The Product shall remain personal property and shall not become a fixture or affixed to real property. The Authorized User will keep the Product free and clear of all encumbrances except the Supplier's security interest.

5. Risk of Loss

Authorized User shall assume and bear the risk of loss, damage, or theft to the Product and all component parts thereof while same is in the Authorized User's possession, unless it could have been prevented by the Authorized User's exercise of reasonable care or diligence in the use, protection, or care of the Product. No loss or damage to the Product shall impair any obligation of the Supplier or of the Authorized User, except as hereinafter expressly provided. Unless the damage could have been prevented by the Authorized User's exercise of reasonable care or diligence in the use, protection, or care of the equipment, the Supplier shall repair or cause to be repaired all damages to the Product, if the Supplier determines the equipment can be economically repaired. .

6. Purchase Option

If the Authorized User is not in default, it shall have the right to buy the equipment "as is with no additional warranty" at the expiration of the Lease term by tendering the purchase option amount. For Lease with Fair Market Value option, the Fair Market Value of the equipment shall be as established by the Supplier which shall not exceed the then purchase price of the equipment as established. Upon the Authorized User's exercise of this purchase option, all right, title and interest in the equipment shall pass to the Authorized User upon payment.

7. Extension

If the Authorized User has not elected to purchase the equipment at the expiration of a lease term, and as long as the Authorized User is not in default under the Lease, the Lease (other than Leases that expire five years or greater from date of installation) may be extended for one additional year upon written notice from the Authorized User. The extension will be under the same terms and conditions then in effect.

6. REPORTING

Supplier is required to submit to VITA the following monthly reports:
Report of Sales; and Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:
<http://www.vita.virginia.gov/scm/default.aspx?id=97>

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

7. STEERING COMMITTEE

[Reserved]

8. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier's performance of an order issued, or which may be issued, pursuant to this Contract, an Authorized User may require that Supplier provide to

Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management to Authorized User or its Agent, which Agent may be VITA or an Agent of VITA or a third Party provider under contract with Authorized User. At Authorized User's request and pursuant to an order for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency. During and/or after the transition period, Authorized User may, if applicable and at its sole discretion, elect to order or continue Maintenance Services from Supplier for any Software or hardware components provided by Supplier under this Contract.

9. ESCROW AGREEMENT

[Reserved]

10. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or Product, Software and Services terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier.

11. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-Party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or Agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or Confidential Information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-Party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, Agents, and subcontractors performing pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

12. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "**Claim**" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Product or Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services, except for any infringement arising from the use or sale of equipment in combination with any device or equipment not provided by Supplier, or to any infringement caused by modification of the equipment by someone other than Supplier. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Products, Software, Deliverables or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Products, Software, Deliverables or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Products, Software, Deliverables or Services, or any component thereof; or (b) replace or modify such infringing Products, Software, Deliverables or Services, or any component thereof, with non-infringing products, software, deliverables or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative products, software, deliverables or services in the event such Authorized User cannot use the affected Products, Software, Deliverables or Services. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Products, Software, Deliverables or Services, along with any other components rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, and (v) Supplier's confidentiality obligations, Supplier's liability shall be limited to twice the aggregate value of Products, Software Deliverables and Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct, excluding any negligent or willful act on the part of **the Authorized User**, its officers, employees, or agents.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

13. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$1,000,000 per occurrence.

14. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

15. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

16. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, and has an uncured performance failure, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

17. HARDWARE-SPECIFIC PROVISIONS

Supplier shall offer all Product types identified in Exhibit C and shall offer Maintenance Services for all Product purchased hereunder. No Authorized User is obligated to continue Maintenance Services on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

During any MCP, Lease Term or Rental Term, Supplier shall provide all Services required to maintain the Product in Operating Condition and to ensure Authorized User has sufficient supplies available at all times. Such Services include, but are not limited to, performing preventive and remedial maintenance, providing replacement parts, maintaining sufficient inventory of spare parts to support the Authorized User's installed base, and correcting any malfunctions or defects in any unit of Product.

A. Trial Period for MFD's

At an Authorized User's request, Supplier shall provide Authorized User a unit of Product for up to a thirty (30) day trial period. If a unit of Product is offered for a trial period the Authorized User shall issue an order for the monthly rental rate of that unit of Product and state that such order is for a thirty (30) day trial. The trial period shall start when the Supplier has completed installation and has made the unit of Product ready for normal use. If during such trial period the unit is deemed to be unacceptable by the Authorized User, the Authorized User may cancel the order and Supplier shall remove such unit at no cost to such Authorized User.

Following the trial period, Authorized User may, at its option, continue or discontinue use of Supplier's Product. Should Authorized User elect to purchase or rent Supplier's Product, Authorized User shall issue an order for purchase or rental of the Product, and Supplier shall credit the trial period price charged to the Authorized User toward the purchase or rental of the unit. If the trial unit provided to such Authorized User was a new unit, the Authorized User shall retain such unit at its location; however, if the trial unit provided to such Authorized User was a demonstration unit (i.e., one which had made any number of copies prior to installation), Supplier shall remove the demonstration unit and deliver a new unit upon receipt of Authorized User's order for purchase or rental of Supplier's Product. Should Authorized User elect to discontinue use of Supplier's Product, Authorized User shall so notify Supplier and Supplier shall de-install and remove the trial unit from the Authorized User's premises at no additional cost to the Authorized User.

B. Delivery, Installation and Acceptance

1. Delivery Procedure

Supplier shall deliver all Product(s) F.O.B. Destination with such destination being the "ship to" address specified in the applicable order and will include any unique delivery or rigging charges. Supplier shall bear all risk of loss or damage to Product(s) until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product(s) while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product(s) shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product(s) contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title to Product(s) purchased by Authorized User, excluding System Software, shall pass upon Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product(s) delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

2. Late Delivery

Equipment deliveries can normally be expected within two to three weeks following the receipt of the Authorized Users equipment/purchase order, except during times of product constraint. Supplier will inform Authorized User if a constraint condition exists and will provide a revised delivery date.

In addition, in the event the Supplier fails for any reason to deliver within thirty-five days (35) of the date set forth in the Authorized User's order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items or items similar thereto, from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

3. Product Trade-in and Upgrade

(To be quoted by Supplier on individual quote provided in response to an Authorized User's Request for Quote (RFQ).

4. Product Transfer between Authorized Users

In the event of a transfer of Product to another location, the Authorized User receiving the transferred Product(s) will pay Supplier removal and installation charges. The Supplier is responsible for preparation and is reimbursed per the order or SOW authorized charges as approved in advance by the Authorized User receiving the transferred Product(s). All purchase option credits, present and future on such Product(s) will remain in effect for use by the Authorized User receiving the transferred Product(s) and that Authorized User is responsible for tracking the Product(s) for compliance with the DOA CAPP Manual and the DGS Surplus Property Manual rules and regulations. Commonwealth localities are exempt from the requirements of this provision; however, may have specific requirements that must be included in their order or SOW to ensure Supplier compliance.

5. Product Installation

The Authorized User's purchase order shall include any requirement for Supplier to install the Product. If so authorized, Supplier shall provide the initial installation of all Product(s) at no additional charge. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, and related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

6. Product Acceptance

Product(s) shall be deemed accepted upon installation of the equipment by the technician, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to **the Authorized User** for use in accordance with the Requirements. The equipment can also be initially installed under a Trial Order if the Authorized User requires that the equipment be tested and accepted prior to leasing, renting, or purchasing the equipment. The Authorized User shall commence the Trial / Acceptance testing within five (5) days, or within such other period as set forth in the applicable Trial Order, after receipt/installation of the Product(s). Acceptance testing will be no longer than ten (10) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during the Trial/Acceptance testing period, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

7. Cure Period

Supplier shall correct at Supplier's expense any non-conformities identified during the Trial Acceptance testing period and re-submit such previously non-conforming Product(s) for re-testing within seven (7) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Product(s) which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product(s) in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product(s) with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product(s) while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product(s) to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Product(s) and any Services to be provided thereunder by Supplier.

8. Product Discontinuation

During the term of this Contract, if any Product(s) listed on Exhibit C of this Contract is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product(s), continue to meet such Authorized User's needs for the discontinued Product(s) for not less than twelve (12) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product(s) for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

C. Training for Non-MFDs

Only if Authorized User's order or SOW includes Supplier's training services, Supplier is not responsible for initial training. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C of this Contract.

D. Performance Levels and Remedies

1. Purchased Product

During the first five (5) years of use by the Authorized User, Product purchased by such Authorized User, and covered continuously by Maintenance or Rental Services, as applicable, shall be required to operate satisfactorily and produce acceptable printed quality at a ninety-five percent (95%) effectiveness level during any month of the five (5) year period beginning at Product Acceptance.

The effectiveness level for a unit of Product shall be computed by dividing the total productive time by the sum of that time plus the Product failure downtime.

Product failure downtime shall not include malfunction due to operator error or preventive maintenance calls.

In addition, the Product failure rate shall not, during any three (3) month period, average more than two (2) malfunctions (breakdowns) per month requiring Supplier correction. No unit of Product shall require six (6) or more service calls in any three (3) month period.

The Product failure rate calculation shall not include service calls for malfunction due to operator error or preventive maintenance.

In the event that the Product does not meet the performance requirements of this section, (a) during the first year of Maintenance, Supplier shall, at no additional cost to the Authorized User, replace the non-compliant unit of Product with a new unit of Product matching all requirements of the original unit of Product, and (b) during subsequent years of Maintenance, Supplier shall replace the non-compliant unit of Product with a unit of Product having equal or greater features.

2. Leased or Rented Product

Products rented or leased by an Authorized User shall be required to operate satisfactorily and produce acceptable printed quality at a ninety-five percent (95%) effectiveness level during any month during the Lease or Rental Term.

The effectiveness level for a unit of Product shall be computed by dividing the total productive time by the sum of that time plus the Product failure downtime.

Product failure downtime shall not include malfunction due to operator error or preventive maintenance calls.

In addition, the Product failure rate shall not, during any three (3) month period, average more than two (2) malfunctions (breakdowns) per month requiring Supplier correction. No unit of Product shall require six (6) or more service calls in any three (3) month period.

The Product failure rate calculation shall not include service calls for malfunction due to operator error or preventive maintenance.

In the event that the Product does not meet the performance requirements of this section, the Supplier shall replace the non-complaint unit of Product with a new unit of Product matching all requirements of the original unit of Product. Should Supplier fail to replace the unit of Product in accordance with this section, the Authorized User may immediately terminate the applicable order without penalty, and Supplier shall, at its own expense, immediately remove the unit of Product from the Authorized User's premises.

E. Removal of Lease or Rental Product

If following the expiration of the Lease Term or Rental Term, Supplier fails to remove off-lease Product within 30 days following the Rent Term or Lease Term expiration, the Authorized User shall send written notice (as provided in the notice provisions of this

Contract) to the Supplier requesting removal of the Product within 30 days of its receipt of the notice. If after a second such notice by Authorized User and subsequent 30 day period, the Product has not been removed by the Supplier, the Authorized User may deem the Product to have been abandoned by the Supplier and Authorized User may dispose of the Product at its sole discretion without further liability to the Supplier.

F. Return of Product

At the expiration or termination of a Lease Agreement or Rental Agreement or for the return or removal of any Product to Supplier, the Authorized User will cooperate with Supplier in arranging pickup of the Product. If the leased or rented Product contains a hard drive, the Authorized User and Supplier will ensure compliance with Commonwealth Data Removal standard before the equipment is removed from the Authorized User's location. The requirements for compliance are located at the following URL:

http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf). If the Supplier performs the cleaning of the hard drive, the Supplier will provide written certification to the Authorized User that the hard drive has been cleaned in full compliance with the Commonwealth Data Removal standard.

G. Product Support and Additional Services

1. Authorized User or Third Party Support

a) Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product(s) itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit C of this Contract, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product(s).

b) Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within fifteen (15) days following receipt of a written request, and at a price set forth in Exhibit C of this Contract, such price not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier. In addition, Supplier agrees to sell Product(s), as set forth in Exhibit C of this Contract, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit C of this Contract, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

2. Engineering Changes and Product Modification

For each Authorized User that purchased Product(s), Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product(s) ninety (90) days prior to incorporation. All engineering changes which affect the safety of the Product(s) ("Safety Changes") or the ability of the Product(s) to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install all Safety Changes and Performance Changes within thirty (30) days after issuance of the engineering change order by the Product's manufacturer. If such engineering changes affect Product processing or operating capability, they shall be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User shall have the option to waive all other engineering changes planned by Supplier on the Product(s) delivered or planned for delivery to the Authorized User.

3. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit C of this Contract hereto for each Product type ordered by an Authorized User, for five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to such Authorized User. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or to replace the unsupported Product with a supported Product at a cost to the Authorized User of no more than the cost delta between the supported Product and the unsupported Product.

4. Inventory Record

Supplier shall maintain, at no additional cost, a record of all units of Product covered under warranty/maintenance by type, quantity and location, including the end date for each unit's Warranty Period or maintenance term ("Inventory Record"). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon such notification, Supplier shall amend the Inventory Record to reflect such relocation, addition, or deletion of Product(s). Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

5. Product Service Record

Supplier shall maintain, at no additional cost, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record shall record the following for such unit of Product: (i) installation/ relocation/ removal/ modifications; (ii) remedial actions; (iii) preventive actions; (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

6. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of a Statement of Work (SOW) issued in accordance with the ordering provisions of this Contract, provide additional Services which may include: configuration, installation/repair, training, service on multifunction devices not covered by this Contract; service outside the applicable hours of service; relocation of previously installed hardware; assistance to Authorized User's IT department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and other services related to the Product as published by the Product manufacturer or the Supplier. Software programming/engineering services and the development of Work Product are not authorized as Services under this Contract.

By operation of this Contract, any SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

The charge for such Services shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses.

H. Warranty and Remedy

1. Supplier

Supplier shall perform its obligations hereunder in accordance with the highest professional duty of care.

2. Ownership

Supplier warrants that it has the right to provide the Services, including Deliverables, and is the owner of the Product(s) or otherwise has the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product(s) provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the purchased Product(s), excluding the System Software, and Deliverables, free and clear of all liens, claims, security interests and encumbrances.

3. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract, that no legal proceedings have been threatened or brought against Supplier that could materially adversely affect performance of this Contract, and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

4. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than ten (10) years.

5. Product(s)

Supplier warrants the following with respect to the Product(s):

- i). Product(s) pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ) shall be those specified and shall satisfactorily function as specified in the applicable documentation for the Product for its manufacturer;
- ii). The Product(s) shall be free of defects in material, design and workmanship;
- iii). Upon delivery, the Product(s) shall be defined as Newly Manufactured or Factory Produced New Model equipment, and in Operating Condition and shall have all released engineering changes released to date already installed. Newly manufactured equipment may contain some recycled components that are reconditioned. Factory produced new model equipment 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. ;
- iv). Each Product delivered hereunder shall function in conformance with the Requirements;
- v). No engineering change made to the Product(s) or System Software revisions shall degrade the performance of the Product(s) to a level below that defined in the applicable Request for Proposal, and in the Product manufacturer's published specifications;
- vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
- vii). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a database or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

6. Warranty Services

During the warranty periods described in Exhibit C or as specified in the applicable order, Supplier warrants that the Product, Deliverables and Services shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product, Deliverables or Services to meet the Requirements.

For Products under either the manufacturer's warranty or extended warranty, Supplier agrees to a maximum of two (2) business days repair time. If the Product cannot be repaired in the two (2) business days time period, Supplier agrees to either replace the defective Product or provide the Authorized User a loaner at no additional cost until the original Product can be repaired.

For Products that are replaced during either the warranty, the warranty period does not restart once the replacement product has been accepted by Authorized User.

Exhibit B of this Contract provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit B of this Contract defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

a) Products Covered

Exhibit C of this Contract lists all Product types covered under warranty.

b) Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

c) Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

d) Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

e) Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

f) Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

g) Depot Warranty

Supplier's depot warranty offerings and responsibilities are described in Exhibit B of this Contract.

h) On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in Exhibit B of this Contract.

i) System Software Warranty

As part of the standard warranty offering, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

i). New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit B of this Contract.

ii). Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit B of this Contract.

iii). Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in Exhibit B of this Contract.

iv). Software Evolution

Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

j) Escalation Procedures

To be provided by Supplier.

k) Remedies

In addition to any remedies described in Exhibit B of this Contract, if Supplier is unable to make a Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Notwithstanding anything to the contrary in this Contract, VITA and any Authorized User retain all rights and remedies available at law or in equity.

l) Product Maintenance Services and Renewal Options

At least sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance for a period of one (1) year (Maintenance Coverage Period) and for the annual fee identified in Exhibit C of this Contract. Supplier warrants that it shall make Maintenance Services available for all the Products,

including System Software, listed in Exhibit C of this Contract, or which are components of Products listed in Exhibit C of this Contract, for a period of at least five (5) years from the expiration of the initial Warranty Period of any Product provided to an Authorized User pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. Maintenance Services

Supplier shall perform preventive maintenance during regular business hours unless preventive maintenance affects the hardware processing, in which case preventive maintenance shall be performed as mutually agreed and at no additional cost to an Authorized User

Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit C of this Contract without additional charge to maintain the Product in accordance with the Requirements.

Exhibit B of this Contract provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit B of this Contract defines coverage periods, response times, and restore times.

Authorized User's designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

Maintenance Services shall be as follows:

a) Product Covered

Exhibit C of this Contract lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on any Product that has been removed from service, provided Supplier has been notified in writing of such removal.

b) Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

c) Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

d) Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

e) Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

f) Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

g) Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit B of this Contract.

h) On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit B of this Contract.

i) System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit B of this Contract.

Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit B of this Contract.

Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit B of this Contract.

Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

Escalation Procedures

To be proposed by Supplier.

Remedies

In addition to any remedies described in Exhibit B of this Contract, if Supplier is unable to make a Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

8. Ordering

An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

Product and, if applicable, serial number, for which Maintenance Services shall be provided, Maintenance Level to be provided, and MCP for the Product Maintenance.

Authorized User may elect, at any time, an alternative Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order for Maintenance on such Product.

9. Renewal of Purchased Product

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

10. Renewal of Lease or Rental Product

At least sixty (60) days prior to the expiration of the Lease Term or Rental Term for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to extend the Lease Term or Rental Term in accordance with the following provisions.

An Authorized User may elect to renew a twelve (12), thirty-six (36), forty-eight (48) or sixty (60) month Lease Agreement or Rental Agreement for one (1) year beyond the initial Lease Term or Rental Term. In order to enter into a one-year renewal agreement for the existing unit of Product, the Supplier shall reduce the rental rate charged to the Authorized User not less than five percent (5%). No more than one (1) renewal term is allowable pursuant to this Contract for a thirty-six (36), forty-eight (48) or sixty (60) month initial Lease Term Rental Term. Following the one renewal term, an Authorized User must enter into a new Lease Agreement or Rental Agreement using a current contract.

I. Scope of Use

Any Authorized User may use the Product(s), and any software licensed in connection with such Product(s), in the U.S. for the benefit of itself and its agents. Supplier further authorizes use of the Product(s) by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User. For Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, under the terms of this Contract, there are no restrictions on subsequent resale or distribution thereof by the Commonwealth or such Authorized User.

J. Hardware-related (System and Third-Party) Software License

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality,

school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

VITA will consider Supplier-provided language ONLY when Supplier is a reseller of the Software and the software publisher requires and End User License Agreement (EULA). In such case, Supplier is advised that VITA will require the execution of a License Agreement Addendum (LAA) to such EULA to address terms and conditions in such EULA with which VITA, as a government entity, by law or by policy, cannot agree.

1. License Grant

Supplier hereby grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use, and to permit any agent of the Commonwealth or such Authorized User to use, System Software for each Product. Each license granted under this Contract authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use Supplier-licensed programs in machine readable form on any system without limitation. It is expressly understood that “perpetual” license rights shall commence upon delivery of the System Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User.

2. Limitations on Copying and Disclosure

The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product(s) to which the Commonwealth or such Authorized User has taken title.

3. Business Continuity and Recovery

Authorized User or its Agent may run the System Software concurrently at a back-up site. In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

4. Authorized User Compliance

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

5. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”)

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery (“shrink wrap”), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

K. Supplier-Sponsored Product Promotions

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User's discretion.

18. SOFTWARE LICENSE (NON-HARDWARE RELATED)

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

A. License Grant

Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, transmit, and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The Software is the property of Supplier and/or its licensors, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.

The Commonwealth and all Authorized Users shall have the right to use, copy, transmit, and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third party information processing.

The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized User or its Agents.

The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.

In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.

An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development and may run the Software concurrently at a back-up site for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark, and other proprietary notices included therein by Supplier.

Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.

Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

B. Third-party Software Licensed by Software Publisher

If Supplier provides Software which is licensed directly from the Software Publisher through an end user licensing agreement (EULA) or similar license document, Supplier may be required by VITA to obtain the Software Publisher's consent to the License Agreement Addendum (LAA) before accepting orders for the Third-party Software. If the EULA provides for a "perpetual" license, it is expressly understood that "perpetual" license rights shall commence upon delivery of the Software and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract.

Nothing contained herein shall be construed to restrict or limit an Authorized User's rights to use any technical data which such Authorized User may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

C. License Type

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibit C and identified on any order issued pursuant to this Contract.

D. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services provided under this Contract.

E. Delivery and Installation

1. Scheduling

Supplier shall deliver Software and perform the Services according to the delivery dates set forth on the appropriate order.

2. Installation of Software

a) Supplier Installation of Software

Unless otherwise agreed, the Software license fee includes initial installation. Supplier is required to install the Software in accordance with the installation schedule set forth on the order. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Software is properly installed and fully ready for productive use, and shall supply the Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to two percent (2%) of the

total license fee, for each day of undelivered or delivered but non-operational Software for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order and collect the damages for that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-delivery.

b) **Authorized User Installation of Software**

If an Authorized User elects to install the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

3. Documentation of Software Configuration

If the Services include configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

F. Acceptance and Cure Period

1. Acceptance

Software shall be deemed accepted upon delivery, unless Authorized User requires the software to be provided under a Trial Order to validate that such Software successfully operates in accordance with the Requirements. Such Authorized User agrees to commence the Trial / Acceptance testing within five (5) business days after receipt of the Software, or within such other period as set forth in the applicable order, after receipt of the Software. Trial / Acceptance testing period will be no longer than ten (10) business days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit C of this Contract. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than travel expenses pre-approved by the Authorized User which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Software shall be deemed Accepted.

2. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Software which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Software and Services to be provided thereunder by Supplier.

G. Warranty Services

At any time during the Warranty Period of twelve (12) months after Acceptance, if the Supplier is directly licensing the Software, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the Software in accordance with the Requirements:

1. Known Defects

Promptly notify all Authorized Users of any defects or malfunctions in the Software or Documentation of which it learns from any source other than an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a work around until a correction is available, within sixty (60) days of Supplier's knowledge of such defect or malfunction.

2. Coverage

Supplier will provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Software.

3. Service Levels

Respond to problems with the Software identified by an Authorized User in no more than one (1) hour after notification. Resolve all problems according to the following:

Priority 1 (Software inoperable) within six (6) hours

Priority 2 (certain processing interrupted or malfunctioning but Software able to process) within twenty four (24) hours

Priority 3 (minor intermittent malfunctioning, Software able to process data) within three (3) days.

The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized User

4. Remedies

If Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of such Software and Documentation, if applicable, rendered unusable, and return all monies paid by such Authorized User for the non-conforming Software and Documentation and such other related Service(s) rendered unusable.

Supplier agrees that failure to make the Software conform, in all material respects, to the Requirements within ten (10) days following notification by an Authorized User shall constitute a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to two percent (2%) of the total license fee, for each day that the Software is non-conforming, for a period of up to thirty (30) days. If after such thirty (30) day period Supplier is unable to make the Software conform, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of the Software and Documentation, if applicable, and return all monies paid for the non-conforming Software and Documentation. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days.

H. Maintenance Services

Where the Supplier is licensing Software, the following shall apply:

Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit C of this Contract without additional charge to maintain the Software in accordance with the Requirements and to provide upgrades, updates, and new releases as they are made generally available.

The prices identified in Exhibit C of this Contract are inclusive of all necessary labor and, unless otherwise provided therein, all necessary travel. Should travel not be included in the prices identified in Exhibit C of this Contract, any travel expense must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem rates

established by the Virginia Department of Accounts at (<http://www.doa.virginia.gov/> or a successor URL(s)).

In addition to the minimum Maintenance Services described in this Section, Exhibit B of this Contract provides detailed descriptions of Supplier's additional maintenance offerings, if any, and Supplier's associated responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its maintenance obligations. Any monetary remedies shall be paid to the Authorized User on a quarterly basis. Exhibit B of this Contract defines coverage periods, response times, and restore times.

1. Ordering

An Authorized User may order Maintenance Services for any Software at any time during the term of this Contract, irrespective of whether such Software is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

Software product and number of units for which Maintenance Services shall be provided, Maintenance Level to be provided, and

Maintenance Period for Software Maintenance.

Authorized User may elect, at any time, an alternate Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Unless otherwise agreed by the Authorized User and Supplier, the Maintenance Period for a unit of Software shall be one (1) year from the effective date of any executed order for Maintenance on such Software product. Co-termination of Maintenance Periods, TBD based on Supplier proposal.]

2. Renewal

Not less than sixty (60) days prior to the expiration of the Maintenance Period for each unit of Software, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license.

3. Services

At a minimum, Maintenance Services shall include the following:

a) Known Defects

Supplier's offerings and responsibilities related to known defects in the Software are described in Exhibit B of this Contract.

b) New Releases

Supplier's offerings and responsibilities related to new releases of the Software are described in Exhibit B of this Contract.

c) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the Software are described in Exhibit B of this Contract.

d) Service Levels

Supplier's offerings and responsibilities related to response and restore times for any problems with the Software identified by an Authorized User, and any associated remedies are described in Exhibit B of this Contract.

e) Additional Maintenance Services

Supplier's additional Maintenance Service offerings are described in Exhibit B of this Contract.

4. Software Evolution

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

5. Maintenance Services Remedies

In addition to any remedies described elsewhere in this Contract, if Supplier is unable to make the Software conform, in all material respects, to the published Software documentation within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept cancellation of the license to such non-conforming software and (i) return all monies paid by such Authorized User for the cancelled license, pro-rated using the straight-line method for an estimated software life cycle of five (5) years, or, if a term license, shall return the prorated license fee for the remainder of the license term; and (ii) return the prorated maintenance charge for the remainder of the maintenance term. The prorated amount due an Authorized User shall be calculated from the date on which the Software ceased operating in accordance with the Requirements.

I. General Warranty

Supplier warrants and represents to VITA the Software described in Exhibit C of this Contract as follows:

1. Ownership

Supplier is the owner of the Software or otherwise has the right to grant the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

2. Software and Documentation

Supplier warrants the following with respect to the Software:

If the RFP specified or Exhibit C of this Contract specifies the hardware equipment an Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of ten (10) years of the Effective Date.

If an order issued by an Authorized User pursuant to this Contract specified the hardware equipment such Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of five (5) years of the date of such order. However, Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by such Authorized User.

The Software provided hereunder is at the current release level unless an Authorized User specifies an older version in its order, in which case item (iii) shall not apply and the older version of the Software, and any subsequent release, is compatible with and shall perform as stated with any hardware specified in the applicable order for a period of five (5) years of the date of such order;

No corrections, workarounds or future Software releases provided by Supplier under the warranty provisions or under maintenance or support services shall degrade the Software,

cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;

Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow an Authorized User to operate the Software without reference to any other materials or information.

3. Limited Warranty

During the warranty period of twelve (12) months, or as specified in the applicable order, Supplier warrants that the Software shall meet or exceed the published Software documentation. Supplier shall either replace the software at no additional cost to the Authorized User or refund the original purchase amount to the Authorized User.

4. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User. Supplier warrants that the Software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

5. Open Source

Supplier will notify all Authorized Users if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

6. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

7. Supplier's Past Experience

Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Software or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

J. Training and Documentation

The license fee includes all costs for the training of one Authorized User trainer per order or SOW at such Authorized User's designated location on the use and operation of the Software, including instruction in any necessary conversion of Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

Supplier shall deliver to the Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Authorized User shall have the right, as part of the license granted

herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in an Authorized User document or platform. Authorized User shall continue to include Supplier's copyright notice.

K. Reproduction Rights

At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making copies and distributing the Software as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

L. Evaluation Copy of Software

Supplier shall make available to any Authorized User Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

19. SERVICES (NON-MAINTENANCE)-SPECIFIC PROVISIONS

A. Services

1. Nature of Services and Engagement

This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier.

By operation of this Contract, any order or SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period can be terminated by VITA, in its sole discretion. If the individual employee or sub-contractor of Supplier is terminated the SOW will be revised to reflect the employee(s) termination and the SOW will be revised to reflect the terminated Services. .

2. Acceptance

Service(s) shall be deemed accepted when the Authorized User signs the order or issues the purchase authorizing that the services are to be included in the Authorized Users Contract. Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall repair or replace the non-conforming Service and be responsible for all costs associated with such modification.

3. Cure Period

Supplier shall correct any non-conforming performance and repair or re-do the work at Supplier's expense as defined in the applicable SOW. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such unsatisfactory Services if timely correction is not forthcoming. Failure of a Service to meet, in all material respects, the Requirements after the cure period may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Services to be provided thereunder by Supplier.

B. General Warranty

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

1. Ownership

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

2. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

3. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

4. Performance

All Services shall be performed with care, skill, and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract. If the Services do not comply with the service levels in an applicable SOW, Authorized User will notify Supplier in writing detailing its concerns. Within 10 days following Supplier's receipt of such notice, Supplier and Authorized User will meet, clarify the Authorized User's concern, and begin to develop a corrective action plan ("Plan"). Supplier will either modify the Services to comply with the applicable service levels or re-do the work at no additional charge within 60 days of finalizing the Plan or another time period agreed to, in writing, by the parties.

Services pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;

The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables without reference to any other materials or information.

Supplier is not responsible for any failure to perform Services caused by: (i) Authorized User Assets, Authorized User Content, or services, maintenance, design implementation, supplies or data streams provided by Authorized User, Authorized User's agent or service provider to Supplier for use hereunder, (ii) Authorized User's failure to contract for the minimum types and quantities of Products required by Supplier to perform the Services, or (iii) Authorized User's failure to PROVIDE Supplier with products and access to Authorized User Records, data, and personnel to perform the required services.

5. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier has used the best available means to scan any media on which Deliverables are provided to the Authorized User.

6. Limited Warranty Period and Remedy

During the warranty period of twelve (12) months, or as specified in the applicable SOW, Supplier warrants that the Services shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Services to meet the Requirements. If Supplier is unable to make the Service/Deliverable conform, in all material respects, to the Requirements within ten (10) days following written notification by an Authorized User, Supplier shall, at such

Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Services and Deliverable and such other related Deliverable(s) rendered unusable.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

C. Training and Documentation

Any training or documentation necessary for an Authorized User to have full benefit of the Service shall be deemed included in the scope of the applicable SOW unless expressly excluded.

D. INTELLECTUAL PROPERTY

Authorized User acknowledges that Supplier does not undertake any obligation or duty whatsoever to determine whether Authorized User Content may be duplicated without violating a third party's copyright. Supplier, its employees, agents and/or licensors will at all times retain all rights to Supplier Work, Supplier Client Tools and Supplier Tools and, except as expressly set forth herein, no rights to Supplier Work, Supplier Client Tools or Supplier Tools are granted to Authorized User. If required for royalty reporting purposes, Supplier may disclose Authorized User's name and address to the third party licensor of certain Supplier Tools. Supplier Tools will be installed and operated only by Supplier. Authorized User will have access to data and reports generated by the Supplier Tools and stored in a provided database as set forth in the applicable SOW, but Authorized User will have no rights to use, access or operate the Supplier Tools. Supplier may remove Supplier Tools at any time, provided that the removal of Supplier Tools will not affect Supplier's obligations to perform Services. Except as expressly set forth in this Section, no other rights or licenses are granted to Authorized User. Any rights or licenses that are granted to Authorized User will immediately terminate if Authorized User defaults with respect to any of Authorized User's obligations related to such rights or licenses.

20. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an Agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference:

http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business Requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title.

Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit F hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days.

The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support Services hereunder.

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- v). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- vi). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity, except a Supplier subsidiary, without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. Survival

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. In addition, the provisions of this Contract necessary for the use and operation of the Maintenance provisions herein shall continue in effect through termination of the Maintenance Services ordered pursuant to the Maintenance provisions herein.

M. Force Majeure

Except for payment obligations, no Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

O. Right to Audit

Per Virginia law, VITA reserves the right to audit those Supplier records required to substantiate the services and accurate billings relating to any Deliverables or Services rendered, or the amounts due Supplier for such Deliverables or Services under this Contract. VITA's right to audit shall be limited as follows:

Three (3) years from Acceptance or Service performance date;

Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

Excludes access to Supplier cost information.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

Q. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A Request for Proposal

Exhibit B Warranty, Maintenance and Service Level Agreements (SLA's) provided by supplier)

Exhibit C Prices

Exhibit D Statement of Work (SOW)

Exhibit E Reserved

Exhibit F Certification Regarding Lobbying

Exhibit G Reserved

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit C, Exhibit A and any individual SOW (Exhibit D).

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the Award date set forth below by the undersigned authorized representative of VITA.

Supplier Name
By: Gerald Britt
(Signature)
Name: Gerald Britt
(Print)
Title: Account General Manager
Date: April 2, 2013

Address for Notice:

Attention: _____
Email: _____

VITA
By: [Signature]
(Signature)
Name: SAM NIXON
(Print)
Title: CIO
Date: 4/5/13

Address for Notice:
11751 MEADOWVILLE LN
CHESTER VA 23836
Attention: Contract Administrator

EXHIBIT A

Description of Solution (Appendix E)

MFD

Appendix E		
Requirement	Y/N/F	Description
General		
<p>Does your solution/application/product provide effective, interactive control and use with non-visual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf (refer to www.section508.gov and www.access-board.gov for further information) If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in Appendix C of the Accessibility Standard (Govt103-00)). If no, does your solution/application/product provide alternate accessibility functionality? Please describe.</p>	Y	<p>Most Xerox products are compliant with Section 508. Many of the 508 VPAT requirements are built into the standard product. For example:</p> <ul style="list-style-type: none"> • The Windows print drivers are designed to be compatible with Windows Screen reader software (for visually impaired) • The height of the front panel is accessible to users in a wheel chair • User interface communication use other visual cues for differentiation other than color (for color-blind individuals) • The screen refresh rate falls within the optimum range for visually impaired individuals • Hard buttons on the User Interface (tactile) that can be used by visually impaired for selecting copy counts, entering fax numbers, etc. <p>Additionally Xerox offers incremental optional features to improve the user experience for individuals with disabilities:</p> <ul style="list-style-type: none"> • Xerox Copier Assistant (XCA) provides a PC based interface that can sit on a tabletop and remotely control the copier function. The PC is much for accessible from wheel chairs and can use keyboard based accelerators to select features like number of copies and finishing. The XCA software also will confirm user selections audibly for those that are visually impaired. More information on the Copier Assistant can be found at http://www.office.xerox.com/software-solutions/xerox-copier-assistant/enus.html • Braille keys can be added over the hard buttons on the panels to further assist visually impaired individuals • Angled consoles can be added to

		<p>make the front panel even more visually accessible to wheel chair or vertically challenged individuals</p> <p>Please refer to our attachments VPAT_WorkCentre5765_5775_5790_CopierPrinterScanner.pdf and Section508_Brochure.pdf</p>
Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If no, please explain.	Y	All proposed products are Energy Star compliant.
Does your proposed solution require incorporating subcontractors or alliances to provide sales/service coverage for the entire Commonwealth of Virginia or will you provide all in-house sale/service personnel? If so, please explain.	N	<p>Xerox is uniquely qualified to provide service and sales coverage for the entire Commonwealth of VA. Xerox will be utilizing 163 full time technicians to deliver service from a resulting contract.</p> <p>Xerox will provide sales coverage in a multifaceted approach. This will include a combination of direct sales rep., sales agents, and Xerox subsidiary sales representatives, to include Electronic Systems Inc, TML Copiers and Capital Office Solutions.</p> <p>Xerox has a total of 150+ sales resources that will be responsible for selling and marketing this contract.</p> <p>See attached Appendix 1 Statewide Sales and Service Coverage for the Commonwealth of VA.</p>
Does your proposed solution include any additional power protection with each unit? If so, please explain.	Y	Surge protection is built –in for products 85 ppm and below.
Does your proposed solution include any devices that will not operate on a standard 120 volt outlet? If so, please explain.	N	
Do the devices being proposed work with multiple operating systems? If so, please describe.	Y	<p>Most proposed products will interface with the following operating systems:</p> <ul style="list-style-type: none"> • Microsoft® Windows®, XP, Vista, Windows 7, Windows Server 2003, Windows Server 2008 • Novell® NetWare 5.x, 6.x • Mac® OS 10.4, 10.5, 10.6 • Solaris 8, 9, 10 SPARC, Solaris 10x86 • HP-UX® 11iv2 • IBM® AIX 5 v5.3 • Linux Fedora Core 1-9 • Red Hat® Enterprise Linux® 4 • open SUSE® 10/11 <p>Small desktop products may have a more</p>

		limited subset.
<p>Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.</p>	<p>Y</p>	<p>Each Xerox Customer Service Engineer (CSE) and Sales Representative has a “learning path” in place. Learning paths are based on the job profile and roles and responsibilities. Learning paths contain both mandatory and suggested learning components. In addition, for every new service, solution and product launch, Xerox develops training strategies and programs that ensure our CSEs and Sales Representatives possess all the skills, knowledge, competencies and understanding of any new technologies needed to provide you with full support.</p> <p>Xerox CSEs and Sales Representatives receive training in a variety of ways:</p> <p>Xerox Services Education and Learning Organization, Xerox Learning Facilities. All Xerox employees have access to learning solutions from the Xerox Services Learning & Development Organization at the Xerox learning facilities in Webster, NY, El Segundo, CA and 23 other local sites around the country. Both new and tenured Xerox employees attend formal learning programs, which include the necessary and appropriate product, tools, processes, contract and skills training.</p> <p>Learning@Xerox website. CSEs and Sales Representatives use the internal Learning@Xerox website to find, register for, and take advantage of thousands of courses, including both e-learning and classroom instruction opportunities. Xerox tracks utilization, participation and effectiveness of the website and of the courses themselves through the Xerox Learning Management System (XLMS) and Learning@Xerox Reporting (XLAR).</p> <p>Local Learning Centers. Xerox further invests in training by utilizing our national training center in Leesburg, Va. Our training environment allows for individual learning styles and learning pace. Xerox training relies on a blended learning approach, which</p>

		includes formats such as instructor-led training, document conferences, computer-based training and mentoring.
Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.	Y	Xerox will have a total of 150+ sales resources available to market this contract. These sales resources will consist of direct sales reps, inside sales reps, authorized sales agents, and to include Electronic Systems Inc, TML Copiers and Capital Office Solutions.
Does your proposed solution include a restocking fee on returned equipment? Please provide details.	N	
Services		
Does your proposal solution include any user training on installed devices? If so, please explain.	Y	<p>We will provide your employees the training they need to realize the full power of your investment.</p> <p>Our professional instructors are dedicated to teaching your employees how to maximize your Xerox solution. Training programs will be designed to focus on the requirements of your people, specifically, how they can become more productive through enhanced skills and more effective work processes. For example, our training sessions will address:</p> <p>New Processes Your Environment. Device Uptime</p> <p>For our lower end printers and MFDs CDs will be provided since these are out of the box "plug and play".</p>
Does your proposed solution include any testing of the device once the installation is complete? If so, please explain.	Y	<p>Xerox can support the client's acceptance testing requirement by initially installing the equipment under a Trial arrangement. Equipment trials are normally available for one week to one month, depending on the complexity of the equipment and/or application. The equipment will be deemed accepted following the completion of the trial period, and the client's execution of a lease order or the issuance of a purchase order confirming the lease acquisition.</p> <p>Otherwise the equipment will be deemed accepted on the equipment's installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic</p>

		routines, and is available for the client's use.
Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.	Y	Xerox is able to respond to customer requests for service within 8 hours. Details of how this is accomplished are provided in Appendix 4.
Does your proposed solution provide a loaner if the proposed equipment will be out of operation for more than 48 hours? If so, please explain.	Y	Xerox will provide a loaner within 1 business day if equipment cannot be repaired within 8 hours after the technician has responded to the service call. If a loaner is not provided, Xerox will issue a credit that is equal to 1/30th for each day beyond 2 business days where the equipment is not available for customer use.
When rental agreements are established, does your solution include pre-defined service level agreements? If so, please provide those in Appendix A	Y	Please refer to Appendix A for service level agreements associated with the solution
Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. (http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm)	Y	Yes, Xerox can develop a punch-out catalog and interface with eVA utilizing CXML. We currently have set up a punch-out catalog that interfaces with eVA for our current VITA statewide contract. Please see Appendix 3 for examples and additional information to include screen shots
You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.	Y	Xerox will have a total of 150+ sales resources available to market this contract. These sales resources will consist of direct sales reps, inside sales reps, authorized sales agents, and to include Electronic Systems Inc, TML Copiers and Capital Office Solutions. See Appendix 1 Statewide Sales and Service Coverage for the Commonwealth of VA.
Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.	Y	You have access to dedicated Xerox customer service representatives, industry experts and technical support 365 days per year. <ul style="list-style-type: none"> - Online. Log on anytime for interactive technical and operational help via a dynamic database with the latest technical solutions and step-by-step operational tips. - On Call. Our Customer Support Center is available 24 hours a day. Our team of 600 call center experts typically resolves many customer problems remotely without dispatching a

		<p>technician.</p> <ul style="list-style-type: none"> - On Site. Xerox employs more than 5,000 customer support personnel nationally. <p>Ongoing training ensures that your customer service representative knows your equipment and can support your needs.</p>
<p>Does your proposed solution include the development of a punch-out catalog website that interfaces with eVA? (details at http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm) If so, please explain.</p>	Y	<p>Yes, Xerox can develop a punch-out catalog and interface with eVA utilizing CXML. We currently have set up a punch-out catalog that interfaces with eVA for our current VITA statewide contract.</p> <p>Please see Appendix 3 for examples and additional information to include screen shots</p>
Reports		
<p>Does your proposed solution offer quarterly reports to Authorized Users detailing products that have been placed in any of their locations? If so, please provide details and examples.</p>	Y	<p>Xerox can provide quarterly reports to customers detailing products that have been placed in their locations. This report will be customized by agency or department and will include all activity from the VITA monthly report of sales and Industrial Funding requirements. Please see Appendix 5 for examples of reports that can be made available to customers.</p>
<p>Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.</p>	Y	<p>The Xerox proposed solution does maintain an electronic service log that is available to authorized users. As part of the Xerox commitment to meet the performance standards set forth in our response, Xerox can provide to the Commonwealth quarterly break fix reports and machine performance reports to ensure delivery of agreed upon service levels. Please see Appendix E for examples of reports that are available to customers. In addition to the electronic service logs, Xerox requires hard copies of service logs on site. These logs are available for viewing.</p>
<p>Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.</p>	Y	<p>Yes. Xerox can provide additional reports that would be an added value to the Commonwealth. CentreWare Web (available from Xerox at no cost) is a web-based asset management utility that can produce utilization reports in a variety of formats (HTML, CSV, XML). CentreWare Web can provide the Commonwealth of VA with usage reports, status and alert history reports, and historical data on</p>

		<p>print, copy and scan volumes.</p> <p>Please see Appendix 5 for examples of reports that can be made available to customers.</p>
<p>Security</p>		
<p>For units that have a hard drive, do you agree to follow the standards at the following link regarding erasing data from hard drives: http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf</p>	<p>Y</p>	<p>Xerox initiated the Office Product Security Program in February, 2000, and, with this program, has consistently advanced the security behaviors of our Office portfolio to meet the increasingly stringent needs of our customers. In April, 2002 we introduced a disk overwrite option for our Departmental devices, and have followed with disk overwrite options for all disk-full Office products since that time. Use of this overwrite function assures the customer that residual data from any copy, print, or scan will be overwritten using a U.S. Department of Defense recommended 3-pass process. Image Overwrite has been the recommended mechanism to protect customer data since its introduction.</p> <p>Disk encryption will effectively protect data at rest from unauthorized access. Image overwrite is effective at removing data from the hard drive once the data is no longer needed. Xerox recommends that the following features be enabled for products supporting Disk Encryption and the Image Overwrite feature.</p> <p>Disk Encryption – Uses state-of-the-art AES 128 or AES 256-bit encryption to secure data at rest.</p> <p>On Demand Image Overwrite – Executed prior to removal or as needed to remove all image data from disk or other non-volatile storage.</p> <p>Immediate Image Overwrite – Automatically executed immediately after jobs are completed to remove image data from disk or other non-volatile storage.</p> <p>Scheduled Image Overwrite – Automatic, daily overwrite of all image data from disk or other non-volatile storage including any pending jobs.</p> <p>Keep in mind that different devices represent different levels of risk. It's axiomatic that as functionality increases so does the potential risk. For those</p>

		<p>devices, countermeasures are built into the machine to reduce the risk.</p> <p>Not all copiers have hard disk drives. Those that do not are not at risk.</p> <p>Some copiers and multifunction devices have hard disk drives, but do not use the hard disk drive for the copying function. These are also not at risk.</p> <p>Those copiers and multifunction devices that do have hard disk drives for copying should have an "image overwrite" feature that destroys the copied image immediately. That function should be built in, (which Xerox does), or installable via a security kit. If neither solution exists for the product, it is at risk.</p> <p>Also, most copiers and multifunction devices that have hard disks include a disk encryption feature which encrypts all stored customer image data with the state-of-the art AES encryption algorithm.</p>
<p>Does your proposed solution include the ability for Authorized Users to purchase hard drives from MFD's after the rental period? If so, please provide pricing in Exhibit C in the optional pricing tab</p>	<p>Y</p>	<p>Xerox provides a Hard Drive Retention Offering to allow customers in the United States, for a fee, to retain the hard drive on leased Xerox products. This service may be required for customers with very sensitive data, perhaps classified, or with internal policies or regulatory standards that mandate specific disposition processes for hard drives.</p> <p>We have two options available for all MFDs included in this RFP as a means of complying with this requirement; Disk Image Overwrite and Hard Drive Removal. Cost varies by Printer.</p> <p>Please see pricing in Exhibit C for Disk/ Hard Drive</p>
<p>Xerox special note on category 18</p>		<p>Xerox is offering a BookCentre 7141S as a solution for the Commonwealth to consider for use in libraries. The 7141S is a beveled edge scanning solution that can then be used to print to any of the Xerox MFDs proposed in categories 7 to 17. Solution and pricing details can be found in "MFD Optional Pricing" tab in the pricing spreadsheet.</p>

Wide Format

Xerox response includes product pricing for the printers as specified in the VITA pricing spreadsheet, Xerox no longer manufactures wide format devices, and therefore we are not responding to the wide format categories listed in the RFP.

High Speed Production

Appendix E Requirement	Y/N/F	Description
General		
<p>Does your solution/application/product provide effective, interactive control and use with non-visual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: http://www.vita.virginia.gov/uploadedfiles/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf (refer to www.section508.gov and www.access-board.gov for further information) If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in Appendix C of the Accessibility Standard (Govt103-00)). If no, does your solution/application/product provide alternate accessibility functionality? Please describe.</p>	Y	<p>Most Xerox products are compliant with Section 508. Many of the 508 VPAT requirements are built into the standard product. For example:</p> <ul style="list-style-type: none"> • The Windows print drivers are designed to be compatible with Windows Screen reader software (for visually impaired) • The height of the front panel is accessible to users in a wheel chair • User interface communication use other visual cues for differentiation other than color (for color-blind individuals) • The screen refresh rate falls within the optimum range for visually impaired individuals • Hard buttons on the User Interface (tactile) that can be used by visually impaired for selecting copy counts, entering fax numbers, etc. <p>Additionally Xerox offers incremental optional features to improve the user experience for individuals with disabilities:</p> <ul style="list-style-type: none"> • Xerox Copier Assistant (XCA) provides a PC based interface that can sit on a tabletop and remotely control the copier function. The PC is much for accessible from wheel chairs and can use keyboard based accelerators to select features like number of copies and finishing. The XCA software also will confirm user selections audibly for those that are visually impaired. More information on the Copier Assistant can be found at http://www.office.xerox.com/software-solutions/xerox-copier-assistant/enus.html • Braille keys can be added over the hard buttons on the panels to further assist visually impaired individuals

		<ul style="list-style-type: none"> Angled consoles can be added to make the front panel even more visually accessible to wheel chair or vertically challenged individuals <p>Please refer to our attachments VPAT_WorkCentre5765_5775_5790_CopierPrinterScanner.pdf and Section508_Brochure.pdf</p>
Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If no, please explain.	Y	All proposed products are Energy Star compliant.
Does your proposed solution require incorporating subcontractors or alliances to provide sales/service coverage for the entire Commonwealth of Virginia or will you provide all in-house sale/service personnel? If so, please explain.	N	<p>Xerox is uniquely qualified to provide service and sales coverage for the entire Commonwealth of VA. Xerox will be utilizing 163 full time technicians to deliver service from a resulting contract.</p> <p>Xerox will provide sales coverage in a multifaceted approach. This will include a combination of direct sales rep., sales agents, and Xerox subsidiary sales representatives, to include Electronic Systems Inc, TML Copiers and Capital Office Solutions.</p> <p>Xerox has a total of 150+ sales resources that will be responsible for selling and marketing this contract.</p> <p>See attached Appendix 1 Statewide Sales and Service Coverage for the Commonwealth of VA.</p>
Does your proposed solution include any additional power protection with each unit? If so, please explain.	Y	Surge protection is built –in for Xerox products therefore the Commonwealth does not have to pay any added cost for additional power protection.
Does your proposed solution include any devices that will not operate on a standard 120 volt outlet? If so, please explain.	N	All Xerox Production Monochrome and Color products require a range of 110 to 220 volt outlets.
Does your proposed solution include the development of a punch-out catalog website that interfaces with eVA? (details at http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm) If so, please explain.	Y	<p>Xerox can develop a punch-out catalog and interface with eVA utilizing CXML. We currently have set up a punch-out catalog that interfaces with eVA for our current VITA statewide contract.</p> <p>Please see Appendix 3 for examples and additional information to include screen shots</p>
Do the devices being proposed work with multiple operating systems? If so, please describe.	Y	<p>Most proposed products will interface with the following operating systems:</p> <ul style="list-style-type: none"> Microsoft® Windows®, XP, Vista, Windows 7, Windows Server 2003, Windows Server 2008 Novell® NetWare 5.x, 6.x

		<ul style="list-style-type: none"> • MacR OSR 10.4, 10.5, 10.6 • Solaris 8, 9, 10 SPARC, Solaris 10x86 • HP-UXR 11iv2 • IBMR AIX 5 v5.3 • Linux Fedora Core 1-9 • Red HatR Enterprise LinuxR 4 • open SUSER 10/11 <p>Small desktop products may have a more limited subset.</p>
<p>Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.</p>	Y	<p>Xerox will have a total of 150+ sales resources available to market this contract. These sales resources will consist of direct sales reps, inside sales reps, authorized sales agents, and to include Electronic Systems Inc, TML Copiers and Capital Office Solutions.</p>
<p>Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.</p>	N	<p>Xerox does not require a re-stocking fee on the returned equipment.</p>
<p>Does your solution provide an inventory management system that tracks items such as beginning/end lease date, dates payments received, location of device, serial number, etc.? If so, please describe.</p>	Y	<p>Xerox systems include Equipment, Billing, Collections and Finance Systems that capture the data requested. Reporting can be generated to capture the variety of information outline. See System Matrix</p> <p>Ability to manage account via online tools including:</p> <ul style="list-style-type: none"> - Billing and Payment - Contact Xerox - Contracts and Purchase Orders - Equipment Address and Relocation - Meter Readings - Purchase and Order Tracking - Update your own Account Information
<p>Each Public Body may have multiple agreements for devices. When processing P-Cards or payments for invoices with multiple agreements, how do you manage the equipment fulfillment at the end of the lease agreement term, to include termination of invoicing and equipment pickup. Please describe.</p>	Y	<p>Xerox accepts payment via credit card for many transactions (any open invoice on the A/R file) including the following situations:</p> <p>New (un invoiced) orders: - Non-financed sales</p> <p>Generated open invoices (financed or non-financed)</p> <p>Payments on account: - Payments towards Promissory notes</p> <ul style="list-style-type: none"> - Advance payments - Buyouts - Payments towards write-offs

<p>Once a lease agreement has been completed and the Authorized User does not wish to keep the equipment, please describe the process on notification, scheduling of pickup, etc.</p>	<p>Y</p>	<p>This process is based on the Xerox account management process. In the Xerox account management process there is a component called the customer contact strategy. With the customer contact strategy Xerox sales reps are responsible for meeting with each of their customers at least once every 90 days. It is at these meetings Xerox makes the customer aware of the expiration dates of their agreements and also explains to them the different options available to the authorized user. The options could be as follows: 1) buyout of the machine 2) return of the machine 3) trade-in of the machine.</p>
<p>Does your solution provide the ability for Authorized Users to trade-in devices for credit against new purchase/lease agreements? If so, please describe.</p>	<p>Y</p>	<p>Xerox will allow VITA trade-in options with regards to new devices that are purchased under this contract. Documentation will need to be executed by the VITA with regards to what products are being submitted for trade-in value credit towards new equipment. Xerox will provide equipment (to include competitive units) trade in value quotes at the time of proposal.</p>
<p>Does your solution have the ability to use recycled paper? If so, please describe.</p>	<p>Y</p>	<p>Xerox has shown leadership in advancing responsibly use of paper. We invented two-sided printing and our digital document management tools leads to efficient use of paper. In 2010 we launched papers that are certified t the world's most recognized sustainable management certification program-the Forest Stewardship Council.</p>
<p>Business Capabilities</p>		
<p>Does your proposed solution outline the type of sales process you will be using to ensure that the right production product is being proposed to the Commonwealth of Virginia? If so, please describe</p>	<p>Y</p>	<p>Xerox will utilize a 4 Step Process to ensure the right production process is being proposed to the Commonwealth of Virginia. The 4 Steps are as follows: Step 1 - Identify / Analyze Customer Requirements Step 2 - Present Xerox Recommendation and Review Next Step 3 - Manage Implementation Plan Step 4 - Evaluate Implementation Plan and Customer Satisfaction</p>
<p>Has your company won any awards or recognition in the high speed production area? If so, please describe.</p>	<p>Y</p>	<p>Please refer to our attachment High Speed Production Awards and Recognition.</p>
<p>Does your proposed solution include how many service technicians are trained to support high speed devices for this contract?</p>	<p>Y</p>	<p>We have over 100 customer service engineers that will provide service to the Commonwealth of VA.</p>

<p>If so, please describe and furnish certifications as applicable</p>		<p>For our Customer Service Engineers, Xerox has set standards of for product training. Xerox administers a qualification exam to service technicians to ensure they possess the prerequisite skills in electrical, mechanical, laser safety and computer knowledge. A series of technician classes that include safety, customer skills and product training are then administered prior to any customer service delivery. Xerox product certification is required for all technicians. A customer service request will not be dispatched to a non-trained technician.</p> <p>The extensive process used to deliver Xerox product certification has achieved significant product reliability and customer satisfaction results; therefore, we do not require industry certifications (A+, N+, MCSE, CDIA+) for all positions. Specific job positions, such as Product Specialists and Systems Analysts, may be required to have a specific industry certification dependent on the product and customer environment they support. Approximately 20% of our overall workforce possesses an industry certification.</p>
<p>Has your company implemented any high speed production projects that meet or exceed the requirements of this RFP within the last six months</p>	<p>Y</p>	<p>We have successfully implemented several high speed productions solutions in local and state governments, further detail can be provided upon request. Xerox has several customer references for high speed production copier installations in the Commonwealth of VA to include TCC VDOT DMV.</p>
<p>In your proposed solution, does your company maintain a specific amount of supplies/parts at your locations? If so, please describe</p>	<p>Y</p>	<p>Xerox is committed to ensuring parts are available when you need them, an effort enabled by our robust parts infrastructure with auto-replenished trunk inventories. Xerox Services relies on a carefully monitored and well-supplied support system:</p> <p>To ensure we are able to meet your parts needs, the most commonly used parts are easily accessible. Either our CSEs will have the part on hand or it will be readily attainable from our Field Inventory Center. Xerox has 60 local parts distribution centers and two national warehouses. If needed, these centers will deliver the part or parts you need by courier, directly to your point of need.</p> <p>Xerox constantly monitors and quickly replenishes parts inventories. CSEs report</p>

		parts usage via wireless when a call is closed. Our systems automatically replace any parts used each evening to ensure consistent inventory levels are maintained.
Does your proposed solution have an in-house order tracking system that can be accessed 24x7 by a user? Please provide details.	Y	Xerox has an eSuite of tools which will provide an electronic order status. In addition to this option the Sales Representative can access the status of an order via an internal mainframe system.
Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.	Y	Xerox is willing to commit to service level agreements. Please see Appendix A. For proposed Xerox Service Level Agreement Xerox would be willing to further negotiate additional SLAs if deemed necessary by VITA and the Commonwealth.
Does your proposed solution include any marketing abilities and resources to promote this contract to schools, universities, local and non-Executive Branch state agencies? Please provide marketing plan and examples of marketing tools.	Y	Xerox will have a total of 150+ sales resources available to market this contract. These sales resources will consist of direct sales reps, inside sales reps, authorized sales agents, and also includes Electronic Systems Inc, TML Copiers and Capital Office Solutions.
Does your proposed solution provide an inventory management system that tracks items such as beginning/end lease date, dates payments received, location of device, serial number, etc.? If so, please describe.	Y	Xerox systems include Equipment, Billing, Collections and Finance Systems that capture the data requested. Reporting can be generated to capture the variety of information outline. Ability to manage account via online tools including: <ul style="list-style-type: none"> - Billing and Payment - Contact Xerox - Contracts and Purchase Orders - Equipment Address and Relocation - Meter Readings - Purchase and Order Tracking - Update your own Account Information Please see Appendix B9 Doing Business Online with Xerox.
Reports		
Does your proposed solution provide quarterly reports to customers detailing products that have been placed in any of their locations? (provide examples)	Y	Xerox can provide quarterly reports to customers detailing products that have been placed in their locations. This report will be customized by agency or department and will include all activity from the VITA monthly report of sales and Industrial Funding requirements. Please see Appendix 5 for examples of reports that can be made available to customers.
Does your proposed solution maintain an electronic service log that is available to customers on specific copiers/printers? (provide examples)	Y	The Xerox proposed solution does maintain an electronic service log that is available to authorized users. As part of the Xerox commitment to meet the performance standards set forth in our

		<p>response, Xerox can provide to the Commonwealth quarterly break fix reports and machine performance reports to ensure delivery of agreed upon service levels. Please see Appendix E for examples of reports that are available to customers. In addition to the electronic service logs, Xerox requires hard copies of service logs on site. These logs are available for viewing.</p>
<p>Does your proposed solution provide any additional reports that would be an added value to the Commonwealth? Please describe and provide examples.</p>	Y	<p>Yes. Xerox can provide additional reports that would be an added value to the Commonwealth. CentreWare Web (available from Xerox at no cost) is a web-based asset management utility that can produce utilization reports in a variety of formats (HTML, CSV, XML). CentreWare Web can provide the Commonwealth of VA with usage reports, status and alert history reports, and historical data on print, copy and scan volumes.</p> <p>Please see Appendix 5 for examples of reports that can be made available to customers.</p>
Security		
<p>For units that have a hard drive, do you agree to follow the standards at the following link regarding erasing data from hard drives: http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Data_Removal_Standard_514_03%2010_07_2008_r3.pdf</p>	Y	<p>We have two options available for all Production Products included in this RFP as a means of complying with this requirement; Disk Image Overwrite and Hard Drive Removal. Cost varies by Printer.</p> <p>Please see pricing for Disk/ Hard Drive Removal in the pricing section of this response</p>
<p>Does your proposed solution include the ability for Authorized Users to purchase hard drives from devices after the lease period? If so, please provide pricing in Exhibit C in the optional pricing tab</p>	Y	<p>Xerox provides a Hard Drive Retention Offering to allow customers in the United States, for a fee, to retain the hard drive on leased Xerox products. This service may be required for customers with very sensitive data, perhaps classified, or with internal policies or regulatory standards that mandate specific disposition processes for hard drives.</p> <p>Please see pricing in Exhibit C for Disk/ Hard Drive removal.</p>
Services		
<p>Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. (http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm)</p>	Y	<p>Yes, Xerox can develop a punch-out catalog and interface with eVA utilizing CXML. We currently have set up a punch-out catalog that interfaces with eVA for our current VITA statewide contract.</p> <p>Please see Appendix 3 for examples and</p>

		<p>additional information to include screen shots</p>
<p>You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.</p>	<p>Y</p>	<p>Xerox will have a total of 150+ sales resources available to market this contract. These sales resources will consist of direct sales reps, inside sales reps, authorized sales agents, and also includes Electronic Systems Inc, TML Copiers and Capital Office Solutions.</p> <p>See attached Appendix 1 Statewide Sales and Service Coverage for the Commonwealth of VA.</p>
<p>Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.</p>	<p>Y</p>	<p>Each Xerox Customer Service Engineer (CSE) and Sales Representative has a “learning path” in place. Learning paths are based on the job profile and roles and responsibilities. Learning paths contain both mandatory and suggested learning components. In addition, for every new service, solution and product launch, Xerox develops training strategies and programs that ensure our CSEs and Sales Representatives possess all the skills, knowledge, competencies and understanding of any new technologies needed to provide you with full support.</p> <p>Xerox CSEs and Sales Representatives receive training in a variety of ways:</p> <p>Xerox Services Education and Learning Organization, Xerox Learning Facilities. All Xerox employees have access to learning solutions from the Xerox Services Learning & Development Organization at the Xerox learning facilities in Webster, NY, El Segundo, CA and 23 other local sites around the country. Both new and tenured Xerox employees attend formal learning programs, which include the necessary and appropriate product, tools, processes, contract and skills training.</p> <p>Learning@Xerox website. CSEs and Sales Representatives use the internal Learning@Xerox website to find, register for, and take advantage of thousands of courses, including both e-learning and classroom instruction opportunities. Xerox tracks utilization, participation and effectiveness of the</p>

		<p>website and of the courses themselves through the Xerox Learning Management System (XLMS) and Learning@Xerox Reporting (XLAR).</p> <p>Local Learning Centers. Xerox further invests in training by utilizing our national training center in Leesburg, Va. Our training environment allows for individual learning styles and learning pace. Xerox training relies on a blended learning approach, which includes formats such as instructor-led training, document conferences, computer-based training and mentoring.</p>
<p>Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.</p>	Y	<p>You have access to dedicated Xerox customer service representatives, industry experts and technical support 365 days per year.</p> <ul style="list-style-type: none"> - Online. Log on anytime for interactive technical and operational help via a dynamic database with the latest technical solutions and step-by-step operational tips. - On Call. Our Customer Support Center is available 24 hours a day. Our team of 600 call center experts typically resolves many customer problems remotely without dispatching a technician. - On Site. Xerox employs more than 5,000 customer support personnel nationally. <p>Ongoing training ensures that your customer service representative knows your equipment and can support your needs.</p>
<p>When lease/maintenance agreements are established, does your solution include pre-defined service level agreements? If so, please provide those in Appendix A</p>	Y	<p>Please refer to Appendix A for service level agreements associated with the solution</p>

MPS

Appendix E		
Requirement	Y/N/F	Description
Managed Print Services (Assessment)		

<p>Does your solution include conducting an assessment of the Authorized Users current printing environment at no cost? If so, please describe.</p>	<p>Y</p>	<p>The business unit assessment approach is a structured Six Sigma methodology based on the DMAIC (Define, Measure, Analyze, Improve and Control) principles and consists of six components:</p> <ol style="list-style-type: none"> 1. Floor Mapping 2. Data Collection 3. Requirements Workshops 4. Business Process Performance Mapping 5. Customer Needs Analysis (Voice of the Customer/Voice of the Process) 6. Total Cost of Ownership/Business Case <p>The Assessment timeline is typically as follows:</p> <p>Week 1: Planning, Knowledge Gathering, Scope, Logistics Validation</p> <p>Weeks 2-6: Data Collection, Metrics Gathering, Floor Mapping, Requirements Workshops</p> <p>Weeks 7-9: Data Analysis, Future State Design, Report Creation</p> <p>Week 10+: Report presentation with recommended optimization for Future State</p> <p>Ongoing assessment work will include additional floor mapping and data collection activities. Results will be compared to future state design principles created during initial assessment work. The site will then be optimized according to those future state design principles and any additional specific customer requirements.</p>
<p>Does your assessment include all devices (connected/non-connected) regardless of manufacturer? If so, please describe.</p>	<p>Y</p>	<p>The assessment data collection process is designed to collect all device information, as defined in the Statement of Work. If documented in the scope of the assessment, Xerox will collect data from copiers, multifunction devices, laser printers, fax machines, inkjet printers, scanners, and copy shop/CRD devices. The assessment covers both networked/local devices and group/personal devices.</p>
<p>Does your solution include using any automated collection tools? If so, please describe</p>	<p>Y</p>	<p>The tools that will be used include the Xerox Device Manager software that will discover and gather meter reads from network attached devices that are capable of being polled via Simple Network Management Protocol (SNMP). Handheld computers with pre-loaded floor maps can</p>

		be used for the walk-around device mapping and additional data gathering
Managed Print Services (Supplies)		
Does your solution include Supplies Management services? If so, please describe.	Y	Xerox Supplies Management Services provide VITA with a single-point of control and consolidation for its procurement and distribution of supplies for all office output devices (faxes, copiers, printers, and multi-function devices) across your organization. Xerox Supplies Management Services are vendor-neutral and handle supplies management for all vendor devices, including paper, toner cartridges, developer, and other items directly associated with the operation of office document output devices.
Are there any manufacturers that you cannot supply consumables in your Supply Management services? If so, please provide a list of those	N	Xerox can provide consumables, from OEM to more price-competitive brands, regardless of device type or manufacturer. These consumables produce quality and high yield rates and are guaranteed to work without impacting the operational performance of the device or affecting any warranty claims.
Managed Print Services (Break Fix/Move/Add/Change/Disposal (MACD))		
Does your solution include a break-fix offering? If so, please describe.	Y	Xerox is capable of providing onsite support. This decision cannot be made on the size of the fleet and volumes alone. Xerox will work with you to determine which sites would be a good candidate for full or partial on-site support. For all locations, a proactive support model through a Managed Print Offering can assist in increased uptime, service levels and overall end user satisfaction. Equipment Break Fix. As part of its solution, Xerox may use of third party companies to deliver break/fix services on non-Xerox devices. However, Xerox will be the single point of accountability to ensure the performance outlined in our SLAs are met or exceeded. Xerox has established key, contractual relationships with top-level service providers and only accepts those providers that meet Xerox's high quality standards, terms, and conditions. These authorized third party technicians are fully trained and qualified to perform all repairs and maintenance procedures. The relationship between Xerox and a third party service provider is seamless to the customer as Xerox

		<p>manages and stands behind all aspects of the process while presenting one face to the customer.</p> <p>Primarily, these services entail troubleshooting and repair of any third party hardware that is left in the environment upon completion of all optimization exercises, as well as support for the Xerox printer line of devices. As with most channel devices, Break-Fix services providers are employed by Xerox to handle the analysis and resolution of hardware-related problems that occur in an environment. Vendors are engaged based on regional/local support coverage within our client's footprint. Xerox leverages organizations based on quality of services, cost, systems capability, and effectiveness to support our programs.</p>
<p>Does your break-fix solution support both network and non-network devices? If so, please describe.</p>	<p>Y</p>	<p>Please refer to the answer to the questions directly above.</p>
<p>Does your break-fix solution include all devices, regardless of manufacturer? If not, what devices or manufacturers are out of scope?</p>	<p>Y</p>	<p>There are no devices or manufacturers that are out of scope</p>
<p>Does your solution include Move/Add/Change services? If so, please explain.</p>	<p>Y</p>	<p>The Move, Add Change, Dispose (MACD) process is utilized to properly track assets and make a request to change the status of an asset within the Xerox Tool Suite. This process allows for the authorization, tracking and updating specific assets with information related to:</p> <ul style="list-style-type: none"> • Move within a client output environment (inter or intra site) • Add (new or additional device that has been introduced into the client output environment) • Change within the device (IP address, MAC address etc...) • Dispose (device removed from the client output environment or taken out of scope). <p>Xerox will manage the process related to MACD to insure that the MACD information is tracked and updated within the Xerox Tool Suite for proper reporting and billing purposes, and for centrally managing that Services are delivered by the appropriate support organization. Xerox will integrate and add value to your existing MACD procedures.</p>

<p>Does your solution include any process and verification for secured hard drive disposal? If so, please describe.</p>	<p>Y</p>	<p>We have two options available for all Production Products included in this RFP as a means of complying with this requirement; Disk Image Overwrite and Hard Drive Removal. Cost varies by Printer.</p> <p>Please see pricing for Disk/ Hard Drive Removal in the pricing section of this response</p>
<p>Managed Print Services (General)</p>		
<p>Does your solution include any specific data collection tools to manage a fleet? If so, please describe.</p>	<p>Y</p>	<p>The Xerox Tools Suite includes a full range of powerful, productive tools that enable Xerox managed services professionals to keep your organization's document output devices running at peak performance. With Active Directory support and tools for device management, print queue management, and print driver management, Xerox provides services to control entire enterprises productively and cost efficiently.</p> <p>Increased cost savings through control and optimization of assets</p> <p>Informed decision-making & efficient work processes</p> <p>Increased user and IT staff productivity and satisfaction</p> <p>Accurate device inventory in the enterprise</p> <p>Maximizing uptime via benchmark device status notifications</p> <p>Leveraging technology to automate workflow & minimize user disruptions via remote triage</p> <p>Track performance targets & financial aspects of output devices</p> <p>Expand value add-services to end users</p>
<p>When MPS agreements are established, does your solution include pre-defined service level agreements? If so, please provide those in Appendix A</p>		<p>Xerox MPS agreements offer a variety of SOWs and/or SLAs depending on the specific requirements of the customer. We are including a couple here for basic services. If the solution is more complex, a SOW w/ all the services will be created to allow the customer to negotiate the level of services needed.</p>
<p>Does your solution include a general catalog of optional services that are offered? If so, please provide those in Exhibit C (MPS Optional Pricing) tab</p>		<p>The Xerox MPS solution includes optional services that the customer can review but more extensive offerings are available through the local Xerox team.</p>
<p>Managed Print Services (Helpdesk/Support)</p>		

<p>Does your solution include the ability for the Authorized User to call a single helpdesk number? If so, please describe.</p>	<p>Y</p>	<p>Help Desk Services provides clients with a convenient customer care resource to receive requests for services for Xerox and non-Xerox branded devices. The Help Desk will document, track, escalate, and process these issues through completion. From questions about operating and acquiring assets to ordering supplies and service, the client can call on Help Desk professionals and get answers. The Help Desk will explain product features and operations, remotely resolve problems, dispatch a service technician, order supplies and equipment.</p>
<p>Are helpdesk services supplied by your company? If not, how do you guarantee contract terms and conditions and SLAs will be met.</p>	<p>Y</p>	<p>Each contract is established in the Xerox system to identify contract terms to which devices should be managed including SLAs. As incidents are entered the "timer" starts for each SLA and alerts the helpdesk staff member and escalates the issue as these approach. The system then also tracks adherence to the established SLAs and allows reporting on all incidents.</p>
<p>Where is your helpdesk located?</p>	<p>Y</p>	<p>In a Xerox Managed Print Services Program, Xerox's Call Centers are located in Halifax, Nova Scotia, and Saint John, New Brunswick, Canada.</p>
<p>What are the operating hours for your helpdesk?</p>	<p>Y</p>	<p>Requests for service can be placed to the Xerox Help Desk 24 hours a day, 7 days a week. 365 days a year by phone, email or through the Xerox Services Portal.</p>
<p>Describe the qualifications of your helpdesk staff that would be assigned to this contract.</p>		<p>All Xerox helpdesk staff are hired and trained by Xerox directly. They typically have a number of years of customer service experience and are trained extensively on the Xerox systems, technology and solutions being supported. They undergo a rigorous evaluation process during which customer surveys are used to determine areas of needed improvement.</p>
<p>Does your solution include the ability to perform remote diagnostics? If so, please describe.</p>	<p>Y</p>	<p>The Xerox tools suite sends diagnostic messages to the hosted system. This system then contains a set of procedures for the help desk staff member to follow to diagnose possible root causes of the problem. The tools allow sending of remote resets and can issue additional commands prior to the end user being contacted.</p>
<p>Does your solution include any automated helpdesk features? If so, please describe.</p>	<p>Y</p>	<p>The Xerox Help Desk monitors the Xerox Tool Suite for proactive device alerts for supplies and service faults. If it is a break-</p>

		fix alert, they will perform remote triage and dispatch a service technician if necessary. For Low Toner alerts, the Help Desk will initiate the replenishment process for supplies. After resolving the device alert, the incident ticket is closed out in Xerox Tool Suite.
Does your solution include the ability to provide on-site personel across the Commonwealth? If so, please describe how this will be accomplished.	Y	Onsite support service could be provided at an additional fee if the commonwealth feels that an onsite preventative maintenance plan is required.
Managed Print Services (Software)		
Does your company offer any managed print software solutions? If so, please describe and provide pricing in Exhibit C (MPS Optional Pricing) tab	Y	The Xerox Tool Suite, a set of software tools, provides comprehensive asset management, service support, reporting and problem management tracking services. The Xerox Tool Suite works with Xerox people, process and technology to keep your organization's document output devices running at peak performance, lowering your costs as it improves your productivity.
Managed Print Services (Reports)		
Does your solution provide reports that track items such as number of open help desk tickets, time it took to close ticket, calls per month/day to helpdesk, etc? If so, please describe and provide examples.	Y	Xerox Tool Suite offers tremendous reporting capabilities through the report management component which contains the asset lifecycle, service and volume histories for all in-scope devices. Enhanced Incident Details report - All service related aspects of incidents. Includes Holiday hours in all downtime Calculations. Includes worksheets with pivots and charts. Please refer to the provided Appendix E MPS Sample Enhanced Incidence Details Report.pdf.
Does your company send out customer satisfaction surveys to the Authorized Users currently enrolled in Managed Print Service engagements? If so, please describe and provide examples	Y	As an element of our commitment to our customer's success, we have established the Lean Six Sigma philosophy as our key measurement approach for interacting with our customers and for managing their accounts. The Xerox Lean Six Sigma approach provides a performance excellence program to utilize a number of feedback surveys and extremely aggressive measurement systems. Examples of Customer Satisfaction Surveys include: Initial Experience Survey: A random

	<p>sampling of customers will receive an Initial Experience Survey after the purchase of a Xerox product or solution, to ensure your total satisfaction with your first impressions with Xerox, and with your purchase.</p> <p>Relationship Survey: This unique survey is called the Customer Satisfaction Measurement Survey or CSMS. CSMS is conducted once a year at which time we ask the client's designated decision maker to report on our overall level of service. This survey affords Xerox Account team an opportunity to validate your level of satisfaction with the decision to select us as your solutions provider. Further, it ensures that Xerox and your Account Team understand your requirements to make sure that we adapt and change as required to fully support your business and document needs. This is primarily an on-line survey, with faxed surveys being sent only when the customer's spam blockers prohibit them from getting our e-mail survey invitation or from accessing the link to the survey. Feedback is then reviewed and used by the Account Team for specific process improvements to enable our mutual success.</p> <p>Transaction Survey: Throughout our business relationship, we monitor our performance throughout the client's account using situational surveys. For example, if your machine requires repair, we may ask you to comment on your reaction to this customer event or experience. At other times, we may call asking you to comment on a job completed in a centralized production department. Throughout our business relationship we work continuously to provide a level of service that matches your expectations and evolving document needs.</p> <p>Please refer to the provided Appendix E MPS Sample Customer Satisfaction Survey.pdf.</p>
--	--

EXHIBIT B

Appendix A – Service Level Agreements for MFD Devices/Service, High Speed Devices/Service, and Managed Print Services (SLAs)

As stated in Appendix E, Xerox no longer manufactures wide format devices, and therefore we are not responding to the wide format categories listed in the RFP.

(To be effective 60 days following commencement of the Services/Solution.)

Performance Standard	Measurement Tool	Measurement period	% Level	Remedy
Equipment Response Time for MFPS and High Speed Production Devices	Xerox Machine Performance Report	Quarterly	8 hours or less	Xerox wil provide Commonwealth with a credit equal to 1/30 th of monthly rental base charge for rented equipment or 1/30 th of the monthly maintenance base charge for each day beyond 2 business days in any given month where the equipment is not available for customer use.
Equipment Response Time for Printers and Low END MFPS	Xerox Machine Performance Report	Quarterly	90% Response Time Next Business Day	Xerox printers will be 90% next business day for service. The 8 hours of less is for the MFP devices and high speed production machines.
Equipment Uptime	Xerox Machine Performance Report	Quarterly	95% or better	Xerox will provide the customer the option of having the machine replaced at no charge to the Commonwealth via the total satisfaction guarantee as included in the Xerox RFP response.
Delivery of New Orders	Xerox IFA Reports and Customer Install Reports	Quarterly	Within 30 days	If Xerox does not deliver new orders within 30 days, Xerox will provide loaner equipment to the Commonwealth to use free of charge until order is equipment is delivered.
Billing Accuracy	Commonwealth of VA Customer Disputes – Xerox ATLAS System	Annually	95%	Customer can dispute invoice and not issue payment to Xerox until Xerox responds to customer written inquiry indicating that there is sufficient documentation to support or not support the claim. Any dispute that stems from customer not submitting meter reads will not be counted as a valid dispute.

*****The above table lists the performance standards that Xerox agrees to for this contract. These standards can be negotiated on an individual basis if the Commonwealth elects to. Xerox is also willing to negotiate additional mutually agreeable performance standards with the Commonwealth in the event that Xerox is selected for contract negotiations.

MANUFACTURER Xerox Corporation

Segment	Evaluation Model	List \$	Percentage Off List \$	Purchase Price	Yearly Maintenance	Purchase Price for 3 Years	Factor for	Cost Per	Factor for	Factor for	Factor for	Overage Cost Per Click if Monthly Volume Exceeded			
							Rental (see note #1 below)	Month for 12 Month Rental	Rental (see note #1 below)	Cost Per Month for 36 Month Rental	Rental (see note #1 below)		Cost Per Month for 48 Month Rental	Rental (see note #1 below)	Cost Per Month for 60 Month Rental
7	WC3550X	\$1,359.00	32.50%	\$917.33	156.00	\$1,385.33	0.0442	\$53.55	0.03291	\$43.19	N/A	#VALUE!	N/A	#VALUE!	0.01
7a	WC3315DN	\$605.00	35.70%	\$389.02	204.00	\$1,001.02	0.0442	\$34.19	0.03291	\$29.80	N/A	#VALUE!	N/A	#VALUE!	0.0199
8	WC3550X	\$1,359.00	32.50%	\$917.33	132.00	\$1,313.33	0.0442	\$51.55	0.03291	\$41.19	N/A	#VALUE!	N/A	#VALUE!	0.01
8a	WC3325DN	\$703.00	32.50%	\$474.53	288.00	\$1,338.53	0.0442	\$44.97	0.03291	\$39.62	N/A	#VALUE!	N/A	#VALUE!	0.0199
9	WC3550X	\$1,359.00	32.50%	\$917.33	132.00	\$1,313.33	0.0442	\$51.55	0.03291	\$41.19	N/A	#VALUE!	N/A	#VALUE!	0.01
9a	WC3550X	\$1,359.00	32.50%	\$917.33	516.00	\$2,465.33	0.0442	\$83.55	0.03291	\$73.19	N/A	#VALUE!	N/A	#VALUE!	0.01
10	WC3550X	\$1,359.00	32.50%	\$917.33	132.00	\$1,313.33	0.0442	\$51.55	0.03291	\$41.19	N/A	#VALUE!	N/A	#VALUE!	0.01
10a	WC3550X	\$1,359.00	32.50%	\$917.33	684.00	\$2,969.33	0.0442	\$97.55	0.03291	\$87.19	N/A	#VALUE!	N/A	#VALUE!	0.01
10b	WC5325	\$6,100.00	62.60%	\$2,281.40	576.00	\$4,009.40	0.0442	\$148.84	0.03291	\$123.08	0.02587	\$107.02	0.02167	\$97.44	0.0078
11	WC6605	\$1,729.00	18.40%	\$1,410.86	0.00	\$1,410.86	0.0442	\$62.36	0.03291	\$46.43	0.02587	\$36.50	0.02167	\$30.57	0.0199
11a	WC7120P	\$6,999.00	48.90%	\$3,576.49	660.00	\$5,556.49	0.0442	\$213.08	0.03291	\$172.70	0.02587	\$147.52	0.02167	\$132.50	0.0082
11b	WC7120P	\$6,999.00	48.90%	\$3,576.49	1,440.00	\$7,896.49	0.0442	\$278.08	0.03291	\$237.70	0.02587	\$212.52	0.02167	\$197.50	0.008
12	WC5335	\$8,100.00	71.80%	\$2,284.20	0.00	\$2,284.20	0.0442	\$100.96	0.03291	\$75.17	0.02587	\$59.09	0.02167	\$49.50	0.0079
12a	WC5335	\$8,100.00	71.80%	\$2,284.20	672.00	\$4,300.20	0.0442	\$156.96	0.03291	\$131.17	0.02587	\$115.09	0.02167	\$105.50	0.0075
12b	WC5335	\$8,100.00	71.80%	\$2,284.20	804.00	\$4,696.20	0.0442	\$167.96	0.03291	\$142.17	0.02587	\$126.09	0.02167	\$116.50	0.0072
13	CQ8700S2	\$2,726.00	2.60%	\$2,655.12	0.00	\$2,655.12	0.0442	\$117.36	0.03291	\$87.38	0.02587	\$68.69	0.02167	\$57.54	0.0175
13a	CQ8900X2	\$5,170.00	25.60%	\$3,846.48	516.00	\$5,394.48	0.0442	\$213.01	0.03291	\$169.59	0.02587	\$142.51	0.02167	\$126.35	0.0079
13b	CQ8900X2	\$5,170.00	25.60%	\$3,846.48	1,224.00	\$7,518.48	0.0442	\$272.01	0.03291	\$228.59	0.02587	\$201.51	0.02167	\$185.35	0.0079
14	WC5150T	\$12,999.00	82.10%	\$2,326.82	180.00	\$2,866.82	0.0442	\$117.85	0.03291	\$91.58	0.02587	\$75.19	0.02167	\$65.42	0.0059
14a	WC5150T	\$12,999.00	82.10%	\$2,326.82	1,044.00	\$5,458.82	0.0442	\$189.85	0.03291	\$163.58	0.02587	\$147.19	0.02167	\$137.42	0.0056
14b	WC5150T	\$12,999.00	82.10%	\$2,326.82	1,380.00	\$6,466.82	0.0442	\$217.85	0.03291	\$191.58	0.02587	\$175.19	0.02167	\$165.42	0.0055
15	CQ8700S2	\$2,726.00	2.60%	\$2,655.12	0.00	\$2,655.12	0.0442	\$117.36	0.03291	\$87.38	0.02587	\$68.69	0.02167	\$57.54	0.0175
15a	CQ8900X2	\$5,170.00	25.60%	\$3,846.48	792.00	\$6,222.48	0.0442	\$236.01	0.03291	\$192.59	0.02587	\$165.51	0.02167	\$149.35	0.0079
15b	WC7545P	\$19,398.00	71.50%	\$5,528.43	1,416.00	\$9,776.43	0.0442	\$362.36	0.03291	\$299.94	0.02587	\$261.02	0.02167	\$237.80	0.0069
16	WC5765T w/ Fin	\$20,500.00	76.40%	\$4,838.00	0.00	\$4,838.00	0.0442	\$213.84	0.03291	\$159.22	0.02587	\$125.16	0.02167	\$104.84	0.0054
16a	WC5765T w/ Fin	\$20,500.00	76.40%	\$4,838.00	888.00	\$7,502.00	0.0442	\$287.84	0.03291	\$233.22	0.02587	\$199.16	0.02167	\$178.84	0.005
16b	WC5765T w/ Fin	\$20,500.00	76.40%	\$4,838.00	1,500.00	\$9,338.00	0.0442	\$338.84	0.03291	\$284.22	0.02587	\$250.16	0.02167	\$229.84	0.0047
17	WC5775T w/Fin	\$25,050.00	80.30%	\$4,934.85	0.00	\$4,934.85	0.0442	\$218.12	0.03291	\$162.41	0.02587	\$127.66	0.02167	\$106.94	0.0053
17a	WC5775T w/Fin	\$25,050.00	80.30%	\$4,934.85	1,260.00	\$8,714.85	0.0442	\$323.12	0.03291	\$267.41	0.02587	\$232.66	0.02167	\$211.94	0.0048
17b	WC5775T w/Fin	\$25,050.00	80.30%	\$4,934.85	2,172.00	\$11,450.85	0.0442	\$399.12	0.03291	\$343.41	0.02587	\$308.66	0.02167	\$287.94	0.0044
18	BookCentre 7141S	\$6,095.00	19.60%	\$4,900.38	70.00	\$5,110.38	-	#VALUE!	0.03291	\$167.10	0.02587	\$132.61	0.02167	\$112.02	-

Note #1: Suppliers must provide a factor for 36 month rental for each segment that they are proposing. Factors for 12, 48 and 60 month are optional

Minimum Specs per Segment

Segment	Copies Per Minute	Monthly Volume Range	Monthly Copies Included (Rented and Purchased) Units with Maint.)	Document Feeder	Automatic Features	Fax/Scan to Email Capable	Energy Star Compliant	Duplex	Hard Drive Required	Stationary Platen	Edge Mounted Platen Glass	Adjustable Platen Cover	Ability for Magnetic Card Programmer or Coin Operation
7	10 - 20	1,000 - 6,000	0	N/A	AES	No	Yes	N/A	N	N	N	N	N

7a	10 - 20	1,000 - 6,000	600	N/A	AES	No	Yes	N/A	N	N	N	N	N
8	21 - 30	1,000 - 6,000	0	ADF	AES	Yes	Yes	N/A	N	N	N	N	N
8a	21 - 30	1,000 - 6,000	1,000	ADF	AES	Yes	Yes	N/A	N	N	N	N	N
9	31 - 40	10,000 - 30,000	0	ADF	AES	Yes	Yes	N/A	N	N	N	N	N
9a	31 - 40	10,000 - 30,000	4,000	ADF	AES	Yes	Yes	N/A	N	N	N	N	N
10	20 - 30	5,000 - 20,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
10a	20 - 30	5,000 - 20,000	6,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
10b	20 - 30	5,000 - 20,000	13,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
	20 - 30 b/w, 20 ppm color	5,000 - 20,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
11	20 - 30 b/w, 20 ppm color	5,000 - 20,000	6,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
11a	20 - 30 b/w, 20 ppm color	5,000 - 20,000	13,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
11b	31 - 45	20,000 - 50,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
12	31 - 45	20,000 - 50,000	10,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
12a	31 - 45	20,000 - 50,000	22,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
12b	30 - 45 b/w, 30 ppm color	20,000 - 50,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
13	30 - 45 b/w, 30 ppm color	20,000 - 50,000	10,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
13a	30 - 45 b/w, 30 ppm color	20,000 - 50,000	22,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
13b	46 - 55	30,000 - 60,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
14	46 - 55	30,000 - 60,000	15,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
14a	46 - 55	30,000 - 60,000	30,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
14b	40 - 55 b/w, 40 ppm color	30,000 - 60,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
15	40 - 55 b/w, 40 ppm color	30,000 - 60,000	15,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
15a	40 - 55 b/w, 40 ppm color	30,000 - 60,000	30,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	Y	N	N	N	N
15b	56 - 65	40,000 - 70,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
16	56 - 65	40,000 - 70,000	15,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
16a	56 - 65	40,000 - 70,000	45,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
16b	66 - 85	60,000 - 130,000	0	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
17	66 - 85	60,000 - 130,000	25,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
17a	66 - 85	60,000 - 130,000	55,000	RADF	AES, APS	Yes	Yes	1:2, 2:2, 2:1	N	N	N	N	N
17b	25 - 35	20,000 - 80,000	20,000	N/A	AES, APS	No	Yes	1:2, 2:2, 2:1	N	Y	Y	Y	Y

Accessories for Segment 7
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
20 % off List

Accessories for Segment 9
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
20 % off List

Accessories for Segment 8
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
20 % off List

Accessories for Segment 10
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
20 % off List

Accessories for Segment 11
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
20 % off List

Accessories for Segment 13
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
20 % off List

Accessories for Segment 15
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
20 % off List

Accessories for Segment 17
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
50 % off List

Accessories for Segment 12
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
40 % off List

Accessories for Segment 14
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
40 % off List

Accessories for Segment 16
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
50 % off List

Accessories for Segment 18
Supplier is to provide percentage off list (list should be publicly available)
Suppliers proposed price must be 20% or more
20 % off List

Maintenance on select Accessories:

	Monthly
WC5325	
CACRDR -Common Access Card Kit & Reader for GSA	\$4.00
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$8.00
SA1-INDAL -Secure Access USB with INDALA	\$8.00
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$7.00
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$8.00
WC5335	
CACRDR -Common Access Card Kit & Reader for GSA	\$4.00
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$8.00
SA1-INDAL -Secure Access USB with INDALA	\$8.00
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$7.00
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$8.00
W7120P	\$57.00
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$8.00
SA1-INDAL -Secure Access USB with INDALA	\$8.00
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$7.00
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$8.00
CQ8700S2	
AFCACENBL -Common Access Card Enablement Kit	\$4.00
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$8.00
SA1-INDAL -Secure Access USB with INDALA	\$8.00
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$7.00
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$8.00
CQ8900X2	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$8.00
SA1-INDAL -Secure Access USB with INDALA	\$8.00
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$7.00
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$8.00
W7545P	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$8.00
SA1-INDAL -Secure Access USB with INDALA	\$8.00
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$7.00
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$8.00
5765T	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$8.00
SA1-INDAL -Secure Access USB with INDALA	\$8.00
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$7.00
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$8.00
SA-HID125 -Secure Access s/w w/ HID 125KHz Reader	\$11.00
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Reader	\$10.00
SA-MIFARE -Secure Access s/w w/ MiFare Reader	\$11.00

5775T

SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$8.00
SA1-INDAL -Secure Access USB with INDALA	\$8.00
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$7.00
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$8.00
SA-HID125 -Secure Access s/w w/ HID 125KHz Reader	\$11.00
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Reader	\$10.00
SA-MIFARE -Secure Access s/w w/ MiFare Reader	\$11.00

Optional Accessories Pricing:

List	% off	Purchase	12	36	48	60	
WC3315DN	20.00%						
1DAYAIR -Next Day Air Delivery to Customer	57	20.00%	\$ 46	\$2.02	1.51		
520TRAY -520 Sheet Feeder	297	20.00%	\$ 238	\$10.50	7.83		
MAA -256MB Memory Option	715	20.00%	\$ 572	\$25.28	18.83		
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	349	20.00%	\$ 279	\$12.34	9.18		
WC3325DN	20.00%						
1DAYAIR -Next Day Air Delivery to Customer	57	20.00%	\$ 46	\$2.02	1.51		
520TRAY -520 Sheet Feeder	297	20.00%	\$ 238	\$10.50	7.83		
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	349	20.00%	\$ 279	\$12.34	9.18		
XNB -Memory Upgrade	854	20.00%	\$ 683	\$30.20	22.48		
WC3550X	20.00%						
1DAYAIR2 -Next Day Air Delivery to Customer	85	20.00%	\$ 68	\$3.01	2.24		
BXC -Wireless Network Adapter	238	20.59%	\$ 189	\$8.35	6.22		
MAA -256MB Memory Option	715	27.13%	\$ 521	\$23.03	17.15		
MAD -500 Sheet Paper Tray	284	33.45%	\$ 189	\$8.35	6.22		
MVA -Stand	227	20.00%	\$ 182	\$8.03	5.99		
MXR -Foreign Device interface	175	20.00%	\$ 140	\$6.19	4.61		
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	349	20.00%	\$ 279	\$12.34	9.18		
SCNPRO5 -Scan to PC Desktop PRO 5 Seats	1189	20.00%	\$ 951	\$42.04	31.3		
WC5325	40.00%						
GBK-High Capacity Feed	1299	50.73%	\$ 640	\$28.29	21.06	16.56	13.87
INTGDFN -Integrated Office Finisher	999	40.44%	\$ 595	\$26.30	19.58	15.4	12.9
OFC-FINLX -Office Finisher	1999	63.98%	\$ 720	\$31.83	23.7	18.63	15.6
1FAXLINA -Single Line - LAN - iFAX Kit	1095	50.78%	\$ 539	\$23.82	17.74	13.95	11.68
3FAXLINA -3 Line - LAN - iFAX Kit	1495	40.00%	\$ 897	\$39.65	29.52	23.21	19.44
5325CPUPG -Printer Upgrade Kit	1499	40.03%	\$ 899	\$39.73	29.59	23.26	19.49
CACENBLE -Common Access Card Enablement Kit	199	40.00%	\$ 119	\$5.28	3.91	3.08	2.58
CACRDR -Common Access Card Kit & Reader for GSA	199	40.00%	\$ 119	\$5.28	7.91	7.08	6.58
CNVSTPLR -Convenience Stapler	299	40.00%	\$ 179	\$7.93	5.89	4.63	3.88
ENVLPKT -Envelope Tray	349	40.00%	\$ 209	\$9.26	6.88	5.41	4.53
FIDKIT -Foreign Interface Kit	349	40.00%	\$ 209	\$9.26	6.88	5.41	4.53

FINLX-3HP -2/3-Hole Punch	795	74.84%	\$	200	\$8.84	6.58	5.18	4.33
FINLX-BM -Booklet Maker Unit	1199	46.71%	\$	639	\$28.24	21.03	16.53	13.85
5325PACCT -Network Accounting Enable	500	46.00%	\$	270	\$11.93	8.89	6.98	5.85
POST-KIT1 -Postscript 3 Kit	550	40.00%	\$	330	\$14.59	10.86	8.53	7.16
PRVWKIT -Thumbnail Preview Kit	795	40.00%	\$	477	\$21.08	15.7	12.34	10.34
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	695	40.00%	\$	417	\$18.43	21.72	18.79	17.04
SA1-INDAL -Secure Access USB with INDALA	695	40.00%	\$	417	\$18.43	21.72	18.79	17.04
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	595	40.00%	\$	357	\$15.78	18.75	16.24	14.74
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	695	40.00%	\$	417	\$18.43	21.72	18.79	17.04
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	349	40.00%	\$	209	\$9.26	6.88	5.41	4.53
SCNOPTNS -Network Scan	1595	54.92%	\$	719	\$31.78	23.67	18.6	15.58
SCNPRO5 -Scan to PC Desktop PRO 5 Seats	1189	40.00%	\$	713	\$31.53	23.46	18.45	15.45
SRCH-PDF1 -Searchable PDF	499	40.00%	\$	299	\$13.23	9.84	7.74	6.48
SVRFXKIT1 -Server Fax Kit	795	40.00%	\$	477	\$21.08	15.7	12.34	10.34
UNICODE -Unicode Kit	299	40.00%	\$	179	\$7.93	5.89	4.63	3.88
VOIPFAX -VOIP Fax Option	1095	40.00%	\$	657	\$29.04	21.62	17	14.23

WC5335

		40.00%						
GBK-High Capacity Feed	1299	50.73%	\$	640	\$28.29	21.06	16.56	13.87
INTGDFN -Integrated Office Finisher	999	40.44%	\$	595	\$26.30	19.58	15.4	12.9
OFC-FINLX -Office Finisher	1999	64.98%	\$	700	\$30.94	23.7	18.63	15.6
1FAXLINA -Single Line - LAN - iFAX Kit	1095	50.78%	\$	539	\$23.82	17.74	13.95	11.68
3FAXLINA -3 Line - LAN - iFAX Kit	1495	40.00%	\$	897	\$39.65	29.52	23.21	19.44
5325CPUPG -Printer Upgrade Kit	1499	40.03%	\$	899	\$39.73	29.59	23.26	19.49
CACENBLE -Common Access Card Enablement Kit	199	40.00%	\$	119	\$5.28	3.91	3.08	2.58
CACRDR -Common Access Card Kit & Reader for GSA	199	40.00%	\$	119	\$5.28	7.91	7.08	6.58
CNVSTPLR -Convenience Stapler	299	40.00%	\$	179	\$7.93	5.89	4.63	3.88
ENVLPKT -Envelope Tray	349	40.00%	\$	209	\$9.26	6.88	5.41	4.53
FIDKIT -Foreign Interface Kit	349	40.00%	\$	209	\$9.26	6.88	5.41	4.53
FINLX-3HP -2/3-Hole Punch	795	74.84%	\$	200	\$8.84	6.58	5.18	4.33
FINLX-BM -Booklet Maker Unit	1199	46.71%	\$	639	\$28.24	21.03	16.53	13.85
5325PACCT -Network Accounting Enable	500	46.00%	\$	270	\$11.93	8.89	6.98	5.85
POST-KIT1 -Postscript 3 Kit	550	40.00%	\$	330	\$14.59	10.86	8.53	7.16
PRVWKIT -Thumbnail Preview Kit	795	40.00%	\$	477	\$21.08	15.7	12.34	10.34
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	695	40.00%	\$	417	\$18.43	21.72	18.79	17.04
SA1-INDAL -Secure Access USB with INDALA	695	40.00%	\$	417	\$18.43	21.72	18.79	17.04
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	595	40.00%	\$	357	\$15.78	18.75	16.24	14.74
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	695	40.00%	\$	417	\$18.43	21.72	18.79	17.04
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	349	40.00%	\$	209	\$9.26	6.88	5.41	4.53
SCNOPTNS -Network Scan	1595	54.92%	\$	719	\$31.78	23.67	18.6	15.58
SCNPRO5 -Scan to PC Desktop PRO 5 Seats	1189	40.00%	\$	713	\$31.53	23.46	18.45	15.45
SRCH-PDF1 -Searchable PDF	499	40.00%	\$	299	\$13.23	9.84	7.74	6.48
SVRFXKIT1 -Server Fax Kit	795	40.00%	\$	477	\$21.08	15.7	12.34	10.34
UNICODE -Unicode Kit	299	40.00%	\$	179	\$7.93	5.89	4.63	3.88

	VOIPFAX -VOIP Fax Option	1095	40.00%	\$	657	\$29.04	21.62	17	14.23
W5150T			40.00%						
	35OFCFINS -Office Finisher	1150	51.30%	\$	560	\$24.75	18.43	14.49	12.13
	2HOLE-LGL -Legal 2 Hole Punch	795	90.94%	\$	72	\$3.18	2.37	1.86	1.56
	35FI -Foreign Interface	175	40.00%	\$	105	\$4.64	3.45	2.72	2.28
	35NTWUPG -WC Network Controler Upgrade	1950	40.00%	\$	1,170	\$51.71	38.51	30.27	25.35
	3HOLE-35 -3 Hole Punch Kit	795	90.94%	\$	72	\$3.18	2.37	1.86	1.56
	ENVKIT -Envelope Insert Kit	199	40.00%	\$	119	\$5.28	3.91	3.08	2.58
	PWM -EPC 256 Memory Upgrade	199	40.00%	\$	119	\$5.28	3.91	3.08	2.58
	WEMFAX1 -Embedded Fax 1 Line	1095	56.26%	\$	479	\$21.17	15.76	12.39	10.38
	WSTPLSHLV -Convenience Stapler with Shelf	220	40.00%	\$	132	\$5.83	4.34	3.41	2.86
	XASSIST4 -Xerox Copier Assistant	495	40.00%	\$	297	\$13.13	9.78	7.69	6.44
	35SCNFAX1 -Network Scan with Embedded Fax	2455	51.45%	\$	1,192	\$52.68	39.23	30.84	25.83
	35SCNPK -Network Scan/ Email	1295	40.00%	\$	777	\$34.34	25.58	20.1	16.84
	CAC-ENABL -Common Access Card Enablement Kit	199	40.00%	\$	119	\$5.28	3.91	3.08	2.58
	MAEIPUP -5150 EIP Kit	499	40.00%	\$	299	\$13.23	9.84	7.74	6.48
	NWKACCT -Network Accounting Enable	500	40.00%	\$	300	\$13.26	9.88	7.76	6.5
	SCN2SE25 -Scan to PC Desktop 25 Seats	1195	72.13%	\$	333	\$14.72	10.96	8.61	7.22
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats	4999	66.17%	\$	1,691	\$74.75	55.66	43.74	36.64
	UNICODE -Unicode Kit	299	40.00%	\$	179	\$7.93	5.89	4.63	3.88
	USBPRNT -USB Direct Connect	250	40.00%	\$	150	\$6.63	4.94	3.88	3.25
	W256MEM -256MB EPC 256 Memory Upgrade	199	40.00%	\$	119	\$5.28	3.91	3.08	2.58
	WCONVSTPL -Convenience Stapler	220	40.00%	\$	132	\$5.83	4.34	3.41	2.86
5765T			50.00%						
	100HVF -High Volume Finisher	4750	67.38%	\$	1,528	\$67.54	50.29	39.53	33.11
	100HVFBM -High Volume Finisher w Booklet Maker	6250	50.00%	\$	3,125	\$138.13	102.85	80.84	67.72
	EMFAX-L1C -Embedded Fax 1 line with LAN fax	1095	56.26%	\$	479	\$21.17	15.76	12.39	10.38
	EMFAX-L2C -Embedded Fax 2 line with LAN Fax	1399	50.00%	\$	700	\$30.92	23.04	18.11	15.17
	1GBMEMUP -1 GB Memory	500	52.00%	\$	240	\$10.61	7.9	6.21	5.2
	2HOLE-LGL -Legal 2 Hole Punch	795	90.94%	\$	72	\$3.18	2.37	1.86	1.56
	3FOLD-HVF -C/Z Trifold for Booklet Maker Fin	6500	49.54%	\$	3,280	\$144.97	107.95	84.85	71.09
	3HOLE -3 Hole Punch Kit	795	90.94%	\$	72	\$3.18	2.37	1.86	1.56
	3HOLE-HVF -3 Hole Punch for Hi Vol Finisher	795	90.94%	\$	72	\$3.18	2.37	1.86	1.56
	4KHCF -4000 Sheet High Capacity Feeder	2200	63.82%	\$	796	\$35.18	26.2	20.59	17.25
	4KHCFSEF -A3 Short Edge Feed Kit	1000	50.00%	\$	500	\$22.10	16.46	12.94	10.84
	4KHCFSEL -Legal Short Edge Feed Kit	1000	50.00%	\$	500	\$22.10	16.46	12.94	10.84
	57CP-UPG -WC57XX Copy/Print Upgrade	1950	50.00%	\$	975	\$43.10	32.09	25.22	21.13
	CONVSTAPL -Convenience Stapler	225	50.00%	\$	113	\$4.97	3.72	2.92	2.45
	DPWRCONV1 -30 to 20 amp Conversion	300	50.00%	\$	150	\$6.63	4.94	3.88	3.25
	ENVKIT -Envelope Insert Kit	199	50.00%	\$	100	\$4.40	3.29	2.59	2.17
	INSRT-HVF -Post Process Inserter for Hi Vol Fin	1500	50.00%	\$	750	\$33.15	24.69	19.41	16.25
	WC56FI -Foreign Interface Device	175	50.00%	\$	88	\$3.87	2.89	2.28	1.9
	XASSIST4 -Xerox Copier Assistant	495	50.00%	\$	248	\$10.94	8.16	6.41	5.37

CLR-SCAN -Color Scanning Kit	2145	50.00%	\$ 1,073	\$47.40	35.32	27.76	23.25
MONO-SCAN -Mono Scanning Kit	1595	54.92%	\$ 719	\$31.78	23.67	18.6	15.58
CAC-ENABL -Common Access Card Enablement Kit	199	50.00%	\$ 100	\$4.40	3.29	2.59	2.17
CLRSCNUPG -Color Scan Upgrade	550	50.00%	\$ 275	\$12.16	9.05	7.11	5.96
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	695	50.00%	\$ 348	\$15.36	19.45	17	15.54
SA1-INDAL -Secure Access USB with INDALA	695	50.00%	\$ 348	\$15.36	19.45	17	15.54
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	595	50.00%	\$ 298	\$13.15	16.81	14.71	13.46
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	695	50.00%	\$ 348	\$15.36	19.45	17	15.54
SA-HID125 -Secure Access s/w w/ HID 125KHz Reader	895	50.00%	\$ 448	\$19.78	25.74	22.59	20.71
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Reader	795	50.00%	\$ 398	\$17.57	23.1	20.3	18.62
SA-MIFARE -Secure Access s/w w/ MiFare Reader	895	50.00%	\$ 448	\$19.78	25.74	22.59	20.71
SCN2SE25 -Scan to PC Desktop 25 Seats	1195	72.13%	\$ 333	\$14.72	10.96	8.61	7.22
SCNPRO25 -Scan to PC Desktop PRO 25 Seats	4999	66.17%	\$ 1,691	\$74.75	55.66	43.74	36.64
UNICODE -Unicode Kit	299	50.00%	\$ 150	\$6.61	4.94	3.88	3.25
WNTWACCT -Network Accounting	500	50.00%	\$ 250	\$11.05	8.23	6.47	5.42

5775T

		50.00%					
100HVF -High Volume Finisher	4750	67.83%	\$ 1,528	\$67.54	50.29	39.53	33.11
100HVFMB -High Volume Finisher w Booklet Maker	6250	50.00%	\$ 3,125	\$138.13	102.85	80.84	67.72
EMFAX-L1C -Embedded Fax 1 line with LAN fax	1095	56.26%	\$ 479	\$21.17	15.76	12.39	10.38
EMFAX-L2C -Embedded Fax 2 line with LAN Fax	1399	50.00%	\$ 700	\$30.92	23.04	18.11	15.17
1GBMEMUP -1 GB Memory	500	52.00%	\$ 240	\$10.61	7.9	6.21	5.2
2HOLE-LGL -Legal 2 Hole Punch	795	90.94%	\$ 72	\$3.18	2.37	1.86	1.56
3FOLD-HVF -C/Z Trifold for Booklet Maker Fin	6500	50.00%	\$ 3,250	\$143.65	107.95	84.85	71.09
3HOLE -3 Hole Punch Kit	795	90.94%	\$ 72	\$3.18	2.37	1.86	1.56
3HOLE-HVF -3 Hole Punch for Hi Vol Finisher	795	90.94%	\$ 72	\$3.18	2.37	1.86	1.56
4KHCF -4000 Sheet High Capacity Feeder	2200	63.82%	\$ 796	\$35.18	26.2	20.59	17.25
4KHCFSEF -A3 Short Edge Feed Kit	1000	50.00%	\$ 500	\$22.10	16.46	12.94	10.84
4KHCFSEL -Legal Short Edge Feed Kit	1000	50.00%	\$ 500	\$22.10	16.46	12.94	10.84
57CP-UPG -WC57XX Copy/Print Upgrade	1950	50.00%	\$ 975	\$43.10	32.09	25.22	21.13
CONVSTAPL -Convenience Stapler	225	50.00%	\$ 113	\$4.97	3.72	2.92	2.45
DPWRCONV1 -30 to 20 amp Conversion	300	50.00%	\$ 150	\$6.63	4.94	3.88	3.25
ENVKIT -Envelope Insert Kit	199	50.00%	\$ 100	\$4.40	3.29	2.59	2.17
INSRT-HVF -Post Process Inserter for Hi Vol Fin	1500	50.00%	\$ 750	\$33.15	24.69	19.41	16.25
WC56FI -Foreign Interface Device	175	50.00%	\$ 88	\$3.87	2.89	2.28	1.9
XASSIST4 -Xerox Copier Assistant	495	50.00%	\$ 248	\$10.94	8.16	6.41	5.37
CLR-SCAN -Color Scanning Kit	2145	50.00%	\$ 1,073	\$47.40	35.32	27.76	23.25
MONO-SCAN -Mono Scanning Kit	1595	54.92%	\$ 719	\$31.78	23.67	18.6	15.58
CAC-ENABL -Common Access Card Enablement Kit	199	50.00%	\$ 100	\$4.40	3.29	2.59	2.17
CLRSCNUPG -Color Scan Upgrade	550	50.00%	\$ 275	\$12.16	9.05	7.11	5.96
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	695	50.00%	\$ 348	\$15.36	19.45	17	15.54
SA1-INDAL -Secure Access USB with INDALA	695	50.00%	\$ 348	\$15.36	19.45	17	15.54
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	595	50.00%	\$ 298	\$13.15	16.81	14.71	13.46
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	695	50.00%	\$ 348	\$15.36	19.45	17	15.54

SA-HID125 -Secure Access s/w w/ HID 125KHz Reader	895	50.00%	\$	448	\$19.78	25.74	22.59	20.71
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Reader	795	50.00%	\$	398	\$17.57	23.1	20.3	18.62
SA-MIFARE -Secure Access s/w w/ MiFare Reader	895	50.00%	\$	448	\$19.78	25.74	22.59	20.71
SCN2SE25 -Scan to PC Desktop 25 Seats	1195	72.13%	\$	333	\$14.72	10.96	8.61	7.22
SCNPRO25 -Scan to PC Desktop PRO 25 Seats	4999	66.17%	\$	1,691	\$74.75	55.66	43.74	36.64
UNICODE -Unicode Kit	299	50.00%	\$	150	\$6.61	4.94	3.88	3.25
WNTWACCT -Network Accounting	500	50.00%	\$	250	\$11.05	8.23	6.47	5.42
WC6605DN		20.00%						
LB1 -550-Sheet Feeder, Adjustable to A4/Legal	345	20.00%	\$	276	\$12.20	9.08	7.15	5.98
MB6 -Wireless Networking Adapter	114	20.00%	\$	91	\$4.03	2.99	2.35	1.97
YVA -Productivity Kit	181	20.00%	\$	145	\$6.40	4.77	3.75	3.15
1DAYAIR2 -Next Day Air Delivery to Customer	85	20.00%	\$	68	\$3.01	2.24	1.76	1.47
W7120P		25.00%						
INTGDFN -Integrated Office Finisher	999	40.44%	\$	595	\$26.30	19.58	15.4	12.9
OFCFNLX -Office Finisher	1999	63.98%	\$	720	\$31.83	23.7	18.63	15.6
FAX1LN -Single Line - LAN - iFAX Kit	1095	50.78%	\$	539	\$23.82	17.74	13.95	11.68
FAX3LN -3 Line - LAN - iFAX Kit	1495	25.00%	\$	1,121	\$49.56	36.9	29	24.29
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	349	25.00%	\$	262	\$11.57	8.62	6.78	5.68
SCNPRO5 -Scan to PC Desktop PRO 5 Seats	1189	25.00%	\$	892	\$39.42	29.36	23.08	19.33
CACENBLE -Common Access Card Enablement Kit	199	25.00%	\$	149	\$6.60	4.9	3.85	3.23
CNVSTAPLE -Convenience Stapler with Work Surface	299	25.00%	\$	224	\$9.91	7.37	5.8	4.85
DATASECKT -Data Security Kit	99	100.00%	\$	-	\$0.00	0	0	0
ENVLPKT -Envelope Tray	349	25.00%	\$	262	\$11.57	8.62	6.78	5.68
FAXIP -Fax over IP	1095	26.48%	\$	805	\$35.58	26.49	20.82	17.45
FI-DEVICE -Foreign Device Interface Kit	349	25.00%	\$	262	\$11.57	8.62	6.78	5.68
FINLX-3HP -2/3-Hole Punch	795	74.84%	\$	200	\$8.84	6.58	5.18	4.33
FINLX-BM -Booklet Maker Unit	1199	46.71%	\$	639	\$28.24	21.03	16.53	13.85
JBAKIT -Job Based Accounting	99	100.00%	\$	-	\$0.00	0	0	0
MEDIARDR2 -Media Card Reader Kit with Work Surface	595	25.00%	\$	446	\$19.72	14.68	11.54	9.66
PSKIT -Postscript Kit	550	26.36%	\$	405	\$17.90	13.33	10.48	8.78
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	695	25.00%	\$	521	\$23.04	25.15	21.48	19.29
SA1-INDAL -Secure Access USB with INDALA	695	25.00%	\$	521	\$23.04	25.15	21.48	19.29
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	595	25.00%	\$	446	\$19.72	21.68	18.54	16.66
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	695	25.00%	\$	521	\$23.04	25.15	21.48	19.29
SVRFAX -Server Fax Kit	795	25.00%	\$	596	\$26.35	19.62	15.42	12.92
UNICODE -Unicode Kit	299	25.00%	\$	224	\$9.91	7.37	5.8	4.85
USBENBLE -USB Enablement Kit	299	25.00%	\$	224	\$9.91	7.37	5.8	4.85
CQ8700S2		20.00%						
DA5 -1800 HCF	1249	24.02%	\$	949	\$41.95	31.24	24.55	20.57
EB9 -Cart	399	20.00%	\$	319	\$14.11	10.5	8.26	6.91
EXPEDITE3 -Expedited Delivery	150	20.00%	\$	120	\$5.30	3.95	3.11	2.6
AFCACENBL -Common Access Card Enablement Kit	199	20.10%	\$	159	\$7.03	9.24	8.12	7.44
AW1 -Finisher	699	20.00%	\$	559	\$24.72	18.4	14.46	12.11

BXC -Wireless Network Adapter	238	20.59%	\$	189	\$8.35	6.22	4.89	4.1
CAC-ENABL -Common Access Card Enablement Kit	199	20.10%	\$	159	\$7.03	5.24	4.12	3.44
DA6 -525 Sheet Feeder	299	20.00%	\$	239	\$10.57	7.87	6.19	5.18
MA7 -FDI Cable	199	20.00%	\$	159	\$7.04	5.24	4.12	3.44
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	695	20.00%	\$	556	\$24.58	26.3	22.39	20.05
SA1-INDAL -Secure Access USB with INDALA	695	20.00%	\$	556	\$24.58	26.3	22.39	20.05
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	595	20.00%	\$	476	\$21.04	22.66	19.32	17.32
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	695	20.00%	\$	556	\$24.58	26.3	22.39	20.05
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	349	20.00%	\$	279	\$12.34	9.18	7.22	6.04
SCNPRO5 -Scan to PC Desktop PRO 5 Seats	1189	20.00%	\$	951	\$42.04	31.3	24.6	20.61
UNICODE -Unicode Kit	299	20.07%	\$	239	\$10.56	7.87	6.19	5.18

CQ8900X2

		20.00%						
DA5 -1800 HCF	1249	24.02%	\$	949	\$41.95	31.24	24.55	20.57
EB9 -Cart	399	20.00%	\$	319	\$14.11	10.5	8.26	6.91
EXPEDITE3 -Expedited Delivery	150	20.00%	\$	120	\$5.30	4.94	3.88	3.25
AFCACENBL -Common Access Card Enablement Kit	199	20.00%	\$	159	\$7.04	9.24	8.12	7.44
AW1 -Finisher	699	20.00%	\$	559	\$24.72	18.4	14.46	12.11
BXC -Wireless Network Adapter	238	20.00%	\$	190	\$8.42	6.26	4.91	4.12
CAC-ENABL -Common Access Card Enablement Kit	199	20.00%	\$	159	\$7.04	5.24	4.12	3.44
DA6 -525 Sheet Feeder	299	20.00%	\$	239	\$10.57	7.87	6.19	5.18
MA7 -FDI Cable	199	20.00%	\$	159	\$7.04	5.24	4.12	3.44
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	695	20.00%	\$	556	\$24.58	26.3	22.39	20.05
SA1-INDAL -Secure Access USB with INDALA	695	20.00%	\$	556	\$24.58	26.3	22.39	20.05
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	595	20.00%	\$	476	\$21.04	22.66	19.32	17.32
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	695	20.00%	\$	556	\$24.58	26.3	22.39	20.05
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	349	20.00%	\$	279	\$12.34	9.18	7.22	6.04
SCNPRO5 -Scan to PC Desktop PRO 5 Seats	1189	20.00%	\$	951	\$42.04	31.3	24.6	20.61
UNICODE -Unicode Kit	299	20.00%	\$	239	\$10.57	7.87	6.19	5.18

W7545P

		50.00%						
3TRAY -3 Tray Module	1599	79.99%	\$	320	\$14.14	10.53	8.28	6.93
TNDMTRAY -High Cap Tandem Tray	1999	79.99%	\$	400	\$17.68	13.16	10.35	8.66
OFCFINRLX -Office Finisher	2500	74.40%	\$	640	\$28.29	21.07	16.56	13.87
PROFNLFN -Professional Finisher	4995	51.97%	\$	2,399	\$106.04	78.95	62.06	51.99
LINE1FAX -Single Line Fax Kit	1095	56.26%	\$	479	\$21.17	15.76	12.39	10.38
LINE2FAX -Dual Line Fax Kit	1399	50.00%	\$	700	\$30.92	23.04	18.11	15.17
SCN2SE25 -Scan to PC Desktop 25 Seats	1195	72.13%	\$	333	\$14.72	10.96	8.61	7.22
SCNPRO25 -Scan to PC Desktop PRO 25 Seats	4999	66.17%	\$	1,691	\$74.75	55.66	43.74	36.64
EFIHFVP -Hot Folders / Virtual Printing Kit	995	50.00%	\$	498	\$21.99	16.39	12.89	10.8
EFIPACK -EFI Productivity Pack	2985	50.00%	\$	1,493	\$65.97	49.14	38.62	32.36
EFISPTKT -EFI Spot On Kit	995	50.00%	\$	498	\$21.99	16.39	12.89	10.8
EFISRVR -EFI Fiery Network Server	4195	50.00%	\$	2,098	\$92.71	69.05	54.28	45.47
EFISUITE -EFI Sequence Suite	4000	50.00%	\$	2,000	\$88.40	65.83	51.74	43.34
EFITRPKT -EFI Auto Trap Kit	995	50.00%	\$	498	\$21.99	16.39	12.89	10.8

CACENBLE1 -Common Access Card Reader	199	50.00%	\$	100	\$4.40	3.29	2.59	2.17
ENVLPTRY -Envelop Tray	349	50.00%	\$	175	\$7.71	5.76	4.52	3.79
FINLX-3HP -2/3-Hole Punch	795	74.84%	\$	200	\$8.84	6.58	5.18	4.33
FINLX-BM -Booklet Maker Unit	1199	50.00%	\$	600	\$26.50	19.75	15.52	13
GBK -High Capacity Feeder	1299	50.73%	\$	640	\$28.29	21.07	16.56	13.87
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	695	50.00%	\$	348	\$15.36	19.45	17	15.54
SA1-INDAL -Secure Access USB with INDALA	695	50.00%	\$	348	\$15.36	19.45	17	15.54
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	595	50.00%	\$	298	\$13.15	16.81	14.71	13.46
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	695	50.00%	\$	348	\$15.36	19.45	17	15.54
STAPLERKT -Convenience Stapler With Work Surface	299	50.00%	\$	150	\$6.61	4.94	3.88	3.25
UNICODE -Unicode Kit	299	50.00%	\$	150	\$6.61	4.94	3.88	3.25
XASSIST5 -Xerox Copier Assistant	495	50.00%	\$	248	\$10.94	8.16	6.41	5.37
YRC -Foreign Interface Kit	175	50.00%	\$	88	\$3.87	2.89	2.28	1.9

BC7141S

		20.00%						
ILLiad	1000	20.00%	\$	800	-	26.33	20.7	17.34
Authentication	1000	20.00%	\$	800	-	26.33	20.7	17.34
Enhanced LDAP	750	20.00%	\$	600	-	19.75	15.52	13

Exhibit C-2 (Color Lasers)

Manufacturer **Xerox**

Segment	Evaluation Model	List Price	Percentage Off List Price	Purchase Price	Maintenance per Year (Does not include Toner)	True Purchase Price for 3 Years	Publicly Available site showing list price
27	Phaser 650	597.00	33.00%	399.99	89.00	666.99	\$597.00
28	Phaser 660	779.70	33.00%	522.40	149.00	969.40	779.70
29	Phaser 670	1,850.28	33.00%	1,239.69	329.00	2,226.69	1850.28

Segment	Minimum Copies Per Minute	Minimum Paper sources (excluding bypass)	Minimum Paper capacity (excluding bypass)	Minimum Memory	Energy Star Compliant	Minimum Warranty (Next business day exchange)	Connectivity Type
27	0 - 15	1	100	8 MB	Yes	One Year	USB
28	16 - 25	1	150	16 MB	Yes	One Year	USB
29	26 - 40	1	200	32 MB	Yes	One Year	USB

Accessories for Segment 27
 Vendor is provide a percentage off list (list must be publicly available)
 Vendors proposed price must be 10% or more
33 % off List

Accessories for Segment 28
 Vendor is provide a percentage off list (list must be publicly availab
 Vendors proposed price must be 10% or more
33 % off List

Accessories for Segment 29
 Vendor is provide a percentage off list (list must be publicly available)
 Vendors proposed price must be 10% or more
33 % off List

*****Ink/Toner cannot be included as a standard accessory. DGS has established contracts for ink and toner.
 ****VITA will allow ink/toner to be purchased only at the time of the sale of the device.

le)

Exhibit C-3

SUPPLIER ITEM		CURRENT GSA	VITA DISCOUNT	
NUMBER	PRODUCT DESCRIPTION	DISCOUNT	(Percentage	
	LIST PRICE	(Percentage	Amount, should be	
D95/D110/D125 PRINTER		Amount)	equal to or greater	
			than GSA Discount)	
D95CP		46500	58%	73%
D110CP		56500	51%	53%
D125CP		69500	49%	51%
100PPM KIT		3400	53%	53%
ADV-PUNCH	GBC ADVANCE PUNCH	12400	31%	31%
GROUNDESD		0	0%	0%
GIGABIT		400	0%	0%
CAC-KIT		199	0%	0%
BYPASS	BYPASS CHUTE	350	0%	0%
EBMNOFEED	FOR ESPRESSO WO FD	0	0%	0%
EBMNOFIN	FOR ESPRESSO WO FIN	0	0%	0%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
HIGHCAPFD	HI CAP FEEDER	2700	7%	7%
INSTSECUR	SECURE ACCESS INST	120	0%	0%
INSTSTD	NONSECURE ACC INST	0	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR	15000	0%	0%
INTERFACE	INTERFACE MODULE	2000	0%	0%
JBAKIT2	JOB BASED ACCNTING	500	0%	0%
LEFT-UI	LEFT UI KIT	85	0%	0%
LUI2TOHCF	HCF 2T FCW UI MNT	0	0%	0%
MLA	D4 STAPLER FINISHR	6550	24%	24%
MUA	D3 C/Z FOLDER	5700	28%	28%
OVRSZHCF	OVERSIZED HCF	4000	0%	0%
OVRSZHCF2	2 TRAY OVERSIZEHCF	6500	0%	0%
PDFKIT		2850	0%	0%
SA-HID125		895	0%	0%
SA-MAGSTR		795	0%	0%
SA-MIFARE		895	0%	0%
SA1-HID2		695	0%	0%
SA1-MAG2		595	0%	0%
SA1-MIF2		695	0%	0%
STACKER	HIGH CAPACITY STKR	13000	10%	10%
STAPLER2	CONVENIENCE STPLR	299	0%	0%
STDFINPLS	PART FIN INTRFACE	12000	17%	17%

USBENBL		299	0%	0%
USBHUB		150	0%	0%
TAPE-BIND	TAPE BINDER	15000	20%	20%
TKX	BOOKLET FINISHER	11800	25%	25%

D95/D110/D125 SVR

EFISVR	EX PRINT SERVER	12000	30%	30%
FFSVR	FREEFLOW PRINT SVR	18500	19%	30%
CP110NBL	D110 CP SVR LICNSE	0	0%	0%
CP125NBL	D125 CP SVR LICENS	0	0%	0%
CP95NBL	D95 CP SVR LICENSE	0	0%	0%
EFICMPOSE	SEQNCE COMPOSE KT	4000	0%	0%
EFIFACI	FIERY ADV CONT IF	1995	0%	0%
EFISEQIMP	SEQUENCE IMPOSE KT	2550	0%	0%
EFISEQSTE	SEQUENCE SUITE	6500	0%	0%
ENETHUB	ETHERNT HUB OPTION	495	0%	0%
EPSTAND	CONTROLLER STAND	300	0%	0%
EXPRHD	REMOVBL HDD 4110	1995	0%	0%
FACISTND	FACI FURNITURE STD	649	0%	0%
IPDSW1	IPDS SW LICENSE	10000	25%	25%
LCDSSW	LCDS SW LICENSE	10000	25%	25%
NWT	FF VI DESIGN PRO	3495	0%	0%
P110NBL	D110 PTR SVR LICNS	0	0%	0%
P125NBL	D125 PTR SVR LICEN	0	0%	0%
VIGROUPA	FF VI COMPOSE	5000	50%	50%
VSELEFFPS	VSEL KIT	0	0%	0%

D110/D125 PRINTER

D110PRT	D110 PRINTER	52500	46%	46%
D125PRT	D125 PRINTER	65500	45%	45%
ADV-PUNCH	GBC ADVANCE PUNCH	12400	31%	31%
BYPASS	BYPASS CHUTE	350	0%	0%
EBMNOFEED	FOR ESPRESSO WO FD	0	0%	0%
EBMNOFIN	FOR ESPRESSO WO FIN	0	0%	0%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
HIGHCAPFD	HI CAP FEEDER	2700	7%	7%
INSTSECUR	SECURE ACCESS INST	120	0%	0%
INSTSTD	NONSECURE ACC INST	0	0%	0%
INTEGSFT	INTEGRATD SQ TRIMR	15000	30%	30%
INTERFACE	INTERFACE MODULE	2000	0%	0%
JBAKIT2	JOB BASED ACCNTING	500	0%	0%
LEFT-UI	LEFT UI KIT	85	0%	0%

LUI2TOHCF	HCF 2T FCW UI MNT	0	0%	0%
MLA	D4 STAPLER FINISHR	6550	24%	24%
MUA	D3 C/Z FOLDER	5700	28%	28%
OVRSZHCF	OVERSIZED HCF	4000	0%	0%
OVRSZHCF2	2 TRAY OVERSIZEHCF	6500	0%	0%
STACKER	HIGH CAPACITY STKR	13000	10%	10%
STAPLER2	CONVENIENCE STPLR	299	0%	0%
STDFINPLS	PART FIN INTRFACE	12000	17%	17%
TAPE-BIND	TAPE BINDER	15000	20%	20%
TKX	BOOKLET FINISHER	11800	25%	25%

ESPRESSO

ESPRESSO	ESPRESSO BOOK MACH	120000	21%	21%
4112NAT	4112 NATL KIT	0	0%	0%
EBMNAT	EBM NATIONLZ KIT	0	0%	0%
NO-WEBCAM	NO WEB CAM ENBLMNT	0	0%	0%
WEBCAM	WEB CAM ENABLEMENT	0	0%	0%

Customer Prices for training and
Education and consulting services will be at
Analyst Services the then current GSA rates

All service
pricing per
current GSA
schedule

Exhibit C-3

SUPPLIER ITEM NUMBER	PRODUCT DESCRIPTION	LIST PRICE	CURRENT GSA DISCOUNT (Percentage Amount)	(Percentage Amount, should be equal to or greater than GSA Discount)
NUVERA EA PROD'				
100DPS	NUVERA 100 EA	87000	42%	42%
100MFF	NUVERA 100EA W/SCN	65000	31%	31%
120DPS	NUVERA 120 EA	122000	41%	41%
120MFF	NUVERA 120EA W/SCN	77000	27%	27%
144DPS	NUVERA 144 EA	190000	27%	27%
DPS100	NUVERA 100 EA	87000	68%	68%
DPS100MX	NUVERA 100 MICR	117000	55%	55%
DPS120	NUVERA 120 EA	122000	67%	67%
DPS120MX	NUVERA 120 MICR	152000	57%	57%
DPS144	NUVERA 144 EA	190000	64%	64%
DPS144MX	NUVERA 144 MICR	220000	57%	57%
DPS157	NUVERA 157 EA	207000	60%	60%
MFF100	NUVERA 100EA W/SCN	65000	47%	47%
P100MFF	NUVERA 100EA W/SCN	65000	31%	31%
P120MFF	NUVERA 120EA W/SCN	77000	27%	27%
100-120DP	100-120DPS UPGRADE	50000	60%	60%
100-120MF	100-120MFF UPGRADE	15000	0%	0%
100-144DP	100-144DPS UPGRADE	120000	41%	41%
120-144DP	120-144DPS UPGRADE	75000	26%	26%
2NDBTL	2ND TONE BOTTLE KT	950	0%	0%
30APWR	30A LINE CORD	0	0%	0%
BFDCDPS1	FIN MOD DIRECT CON	28600	17%	17%
BFDLDPS1	DUAL FINSHR MODULE	50000	20%	20%
BFMDPS1	BASIC FINSHR MODUL	25000	20%	20%
BFMPLUS1	BASIC FIN MOD PLUS	25000	20%	20%
BFMPLUS2	BASIC FIN MOD PLUS	25000	20%	20%
CVR-HIGH	TOP COVER HIGH	0	0%	0%
CVR-LOW	TOP COVER LOW KIT	0	0%	0%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
FEED	FEED MODULE-4 TRAY	20000	25%	25%
FEED4T	FEED MODULE-4 TRAY	20000	25%	25%
FEED-4T2	2ND FEED MOD-4TRAY	20000	25%	25%
FEED-4T3	3RD FEED MOD-4TRAY	20000	25%	25%

FEED-DPS	2ND FEED MOD 4-TRY	20000	25%	25%
FEEDSCAN	FEED MODULE W/SCAN	40000	12%	12%
FEEDSCN	FEED MOD SCANNER	40000	12%	12%
FKX	HIGH CAP OPT DOLLY	995	0%	0%
FORNDEV	FOREIGN INTERFACE	175	0%	0%
FTMS	FINISHING TRANSPRT	20000	27%	27%
FTMS2	2ND FIN TRANSPORT	20000	27%	27%
HARDDRPS2	INT 2ND HARD DRIVE	3000	0%	0%
HOLE2-4	2-4 HOLE PUNCH	0	0%	0%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
INSERTLF1	LG FMT INS MOD 2TR	20000	25%	25%
INSERTM2	INSERTION MOD-4TRY	20000	25%	25%
INSERTMD	INSERT MOD-4 TRAY	20000	25%	25%
IPDSM2SW	IPDS SOFTWARE LIC	20000	0%	0%
IPDS-SW	IPDS SOFTWARE	20000	0%	0%
IPDS-SWMX	IPDS SOFTWARE	20000	0%	0%
IQPACK	IMAGE QUALITY PACK	5000	60%	60%
LCDSM2SW	LCDS SOFTWARE LIC	20000	0%	0%
LFFM2	LRG FORMAT 2 TRAY	20000	0%	0%
LFFMDPS2	2ND LF FEED MOD 2T	20000	0%	0%
LFFMDPS3	3RD LRG FT 2 TRAY	20000	0%	0%
MFFPRO	PRO MULTIFUNCT FIN	15000	33%	33%
MFFPROHP	MFF W/HOLE PUNCH	18000	27%	27%
NWT	FF VI DESIGN PRO	3495	0%	0%
ONLINE1	ONLINE MODULE/CUP	11000	9%	9%
OVERWRITE	DISK OVERWRITE	0	0%	0%
PRODPK	PRODUCTIVITY PACK	10000	50%	50%
PSM2SW	POSTSCRIPT&PPML SW	10000	0%	0%
STACKMOD	PROD STACKR MODULE	30000	28%	28%
STACKMOD2	2ND PROD STACK MOD	30000	28%	28%
STACKMOD3	3RD PROD STACK MOD	30000	28%	28%
TAPEBIND	XEROX TAPE BINDER	20000	30%	30%
TAPEBIND2	SECOND TAPE BINDER	20000	30%	30%

TAPE-NV	OFF-LINE TAPE OPT	2000	0%	0%
TBLIFT2ND	2ND TAPE BIND LIFT	450	0%	0%
TBLIFTKIT	TAPE BIND LIFT KIT	450	0%	0%
UHH	DISABLE PRINTERACT	0	0%	0%
UPS-KIT	UPS ENABLEMENT KIT	500	0%	0%
VIGROUPB	FF VI COMPOSE	10000	50%	50%
XAU	CART FOR DS3500	995	0%	0%
XPLUSTOOL	PRODUCTIVITY PLUS	280	0%	0%
XSIS193	19.3"ENABL2TRYFDR	22000	9%	9%
XSIS1932	OP19.3" 2TRAYFEEDR	22000	9%	9%
XSIS193IN	OP19.3" 2TRYINSERT	22000	9%	9%
XSISED3E	RHD EXTRA DRIVE	1500	0%	0%
XSISPIML3	PIMS LICENSE 3.0	2000	0%	0%
XSISPIML4	PROD INFO MGMT SYS	2000	0%	0%
XSISRH3E	RHD INSTALL KIT	3000	0%	0%

288DPSMX	NUVERA 288 MICR	370000	11%	11%
DPS288	NUVERA 288 EA SYS	340000	33%	33%
DPS288MX	NUVERA 288 MICR	370000	32%	32%
2-30APWR	30A LINE CORD	0	0%	0%
288FTMS	FINISHING TRANSPRT	20000	27%	27%
288FTMS2	2ND FIN TRANSPORT	20000	27%	27%
2NDBOTTLE	2ND TONER BTL KIT	1900	0%	0%
BFDCDPS1	FIN MOD DIRECT CON	28600	17%	17%
BFDLDPS1	DUAL FINSHR MODULE	50000	20%	20%
BFMDPS1	BASIC FINSHR MODUL	25000	20%	20%
BFMPLUS1	BASIC FIN MOD PLUS	25000	20%	20%
BFMPLUS2	BASIC FIN MOD PLUS	25000	20%	20%
CVR-HIGH	TOP COVER HIGH	0	0%	0%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
DUALCORE	QUAD CORE KIT	12000	16%	16%
FEED	FEED MODULE-4 TRAY	20000	25%	25%
FEED4T	FEED MODULE-4 TRAY	20000	25%	25%
FEED-4T2	2ND FEED MOD-4TRAY	20000	25%	25%
FEED-4T3	3RD FEED MOD-4TRAY	20000	25%	25%
FEED-DPS	2ND FEED MOD 4-TRY	20000	25%	25%

FEED-DPS3	3RD FEED MOD 4TRAY	20000	25%	25%
FKX	HIGH CAP OPT DOLLY	995	0%	0%
FTMS	FINISHING TRANSPRT	20000	27%	27%
FTMS2	2ND FIN TRANSPORT	20000	27%	27%
HARDDRPS2	INT 2ND HARD DRIVE	3000	0%	0%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
INSERTLF	INSERTION MOD 2T	22000	31%	31%
INSERTM2	INSERTION MOD-4TRY	20000	25%	25%
INSERTMD	INSERT MOD-4 TRAY	20000	25%	25%
IPDS288	IPDS SOFTWARE	20000	0%	0%
IPDS288M	IPDS SOFTWARE	20000	0%	0%
IPDS288MX	IPDS S/W LIC & DOC	20000	0%	0%
IPDS288SW	IPDS S/W LICENSE	20000	0%	0%
LCDS288SW	LCDS S/W LICENSE	20000	0%	0%
LFEEDPS2	2ND 19.3 LF FD 2T	20000	25%	25%
LFEEDPS3	3RD 19.3 LF FD 2T	20000	25%	25%
LFFEED1	19.3 LARGE FMT 2T	22000	31%	31%
NWT	FF VI DESIGN PRO	3495	0%	0%
ONLINE1	ONLINE MODULE/CUP	11000	9%	9%
OVERWRITE	DISK OVERWRITE	0	0%	0%
PS288SW	POSTSCRIPT S/W LIC	10000	0%	0%
STACKMOD	PROD STACKR MODULE	30000	28%	28%
STACKMOD2	2ND PROD STACK MOD	30000	28%	28%
STACKMOD3	3RD PROD STACK MOD	30000	28%	28%
TAPEBIND	XEROX TAPE BINDER	20000	30%	30%
TAPEBIND2	SECOND TAPE BINDER	20000	30%	30%
TAPE-NV	OFF-LINE TAPE OPT	2000	0%	0%
TBLIFT2ND	2ND TAPE BIND LIFT	450	0%	0%
TBLIFTKIT	TAPE BIND LIFT KIT	450	0%	0%
UHH	DISABLE PRINTERACT	0	0%	0%
UPS-KIT	UPS ENABLEMENT KIT	500	0%	0%
VIGROUPB	FF VI COMPOSE	10000	50%	50%
XAU	CART FOR DS3500	995	0%	0%

XPLUSTOOL	PRODUCTIVITY PLUS	280	0%	0%
XSISED3E	RHD EXTRA DRIVE	1500	0%	0%
XSISPIML3	PIMS LICENSE 3.0	2000	0%	0%
XSISPIML4	PROD INFO MGMT SYS	2000	0%	0%
XSISRH3E	RHD INSTALL KIT	3000	0%	0%

NUVERA 200

200DPS	NUVERA 200 EA SYS	250000	10%	10%
200DPSMX	NUVERA 200 MICR	280000	10%	10%
DPS200	NUVERA 200 EA SYS	250000	30%	30%
DPS200MX	NUVERA 200 MICR	280000	28%	28%
200-288DP	200-288 IPM UPGRDE	110000	22%	22%
2-30APWR	30A LINE CORD	0	0%	0%
288FTMS	FINISHING TRANSPRT	20000	27%	27%
288FTMS2	2ND FIN TRANSPORT	20000	27%	27%
2NDBOTTLE	2ND TONER BTL KIT	1900	0%	0%
BFDCDPS1	FIN MOD DIRECT CON	28600	17%	17%
BFDLDPS1	DUAL FINSHR MODULE	50000	20%	20%
BFMDPS1	BASIC FINSHR MODUL	25000	20%	20%
BFMPLUS1	BASIC FIN MOD PLUS	25000	20%	20%
BFMPLUS2	BASIC FIN MOD PLUS	25000	20%	20%
CVR-HIGH	TOP COVER HIGH	0	0%	0%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
DUALCORE	QUAD CORE KIT	12000	16%	16%
FEED	FEED MODULE-4 TRAY	20000	25%	25%
FEED4T	FEED MODULE-4 TRAY	20000	25%	25%
FEED-4T2	2ND FEED MOD-4TRAY	20000	25%	25%
FEED-4T3	3RD FEED MOD-4TRAY	20000	25%	25%
FEED-DPS	2ND FEED MOD 4-TRY	20000	25%	25%
FEED-DPS3	3RD FEED MOD 4TRAY	20000	25%	25%
FKX	HIGH CAP OPT DOLLY	995	0%	0%
FTMS	FINISHING TRANSPRT	20000	27%	27%
FTMS2	2ND FIN TRANSPORT	20000	27%	27%
HARDDRPS2	INT 2ND HARD DRIVE	3000	0%	0%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%

INSERTLF	INSERTION MOD 2T	22000	31%	31%
INSERTM2	INSERTION MOD-4TRY	20000	25%	25%
INSERTMD	INSERT MOD-4 TRAY	20000	25%	25%
IPDS288	IPDS SOFTWARE	20000	0%	0%
IPDS288M	IPDS SOFTWARE	20000	0%	0%
IPDS288MX	IPDS S/W LIC & DOC	20000	0%	0%
IPDS288SW	IPDS S/W LICENSE	20000	0%	0%
LCDS288SW	LCDS S/W LICENSE	20000	0%	0%
LFEEDPS2	2ND 19.3 LF FD 2T	20000	25%	25%
LFEEDPS3	3RD 19.3 LF FD 2T	20000	25%	25%
LFFFEED1	19.3 LARGE FMT 2T	22000	31%	31%
NWT	FF VI DESIGN PRO	3495	0%	0%
ONLINE1	ONLINE MODULE/CUP	11000	9%	9%
OVERWRITE	DISK OVERWRITE	0	0%	0%
PS288SW	POSTSCRIPT S/W LIC	10000	0%	0%
STACKMOD	PROD STACKR MODULE	30000	28%	28%
STACKMOD2	2ND PROD STACK MOD	30000	28%	28%
STACKMOD3	3RD PROD STACK MOD	30000	28%	28%
TAPEBIND	XEROX TAPE BINDER	20000	30%	30%
TAPEBIND2	SECOND TAPE BINDER	20000	30%	30%
TAPE-NV	OFF-LINE TAPE OPT	2000	0%	0%
TBLIFT2ND	2ND TAPE BIND LIFT	450	0%	0%
TBLIFTKIT	TAPE BIND LIFT KIT	450	0%	0%
UHH	DISABLE PRINTERACT	0	0%	0%
UPS-KIT	UPS ENABLEMENT KIT	500	0%	0%
VIGROUPB	FF VI COMPOSE	10000	50%	50%
XAU	CART FOR DS3500	995	0%	0%
XPLUSTOOL	PRODUCTIVITY PLUS	280	0%	0%
XSISED3E	RHD EXTRA DRIVE	1500	0%	0%
XSISPIML3	PIMS LICENSE 3.0	2000	0%	0%
XSISPIML4	PROD INFO MGMT SYS	2000	0%	0%
XSISRH3E	RHD INSTALL KIT	3000	0%	0%

NUVERA 314

DPS314	NUVERA 314 EA SYS	370000	31%	31%
2-30APWR	30A LINE CORD	0	0%	0%
2NDBOTTLE	2ND TONER BTL KIT	1900	0%	0%
CVR-HIGH	TOP COVER HIGH	0	0%	0%
DUALCORE	QUAD CORE KIT	12000	16%	16%
FEED4T	FEED MODULE-4 TRAY	20000	25%	25%
FEED-4T2	2ND FEED MOD-4TRAY	20000	25%	25%
FEED-4T3	3RD FEED MOD-4TRAY	20000	25%	25%
FTMS	FINISHING TRANSPRT	20000	27%	27%
FTMS2	2ND FIN TRANSPORT	20000	27%	27%
HARDDRPS2	INT 2ND HARD DRIVE	3000	0%	0%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
INSERTLF	INSERTION MOD 2T	22000	31%	31%
INSERTMD	INSERT MOD-4 TRAY	20000	25%	25%
IPDS288	IPDS SOFTWARE	20000	0%	0%
LCDS288SW	LCDS S/W LICENSE	20000	0%	0%
LFEEDPS2	2ND 19.3 LF FD 2T	20000	25%	25%
LFEEDPS3	3RD 19.3 LF FD 2T	20000	25%	25%
LFEEED1	19.3 LARGE FMT 2T	22000	31%	31%
NWT	FF VI DESIGN PRO	3495	0%	0%
OVERWRITE	DISK OVERWRITE	0	0%	0%
PS288SW	POSTSCRIPT S/W LIC	10000	0%	0%
STACKMOD	PROD STACKR MODULE	30000	28%	28%
STACKMOD2	2ND PROD STACK MOD	30000	28%	28%
STACKMOD3	3RD PROD STACK MOD	30000	28%	28%
TAPEBIND	XEROX TAPE BINDER	20000	30%	30%
TAPEBIND2	SECOND TAPE BINDER	20000	30%	30%
TAPE-NV	OFF-LINE TAPE OPT	2000	0%	0%
UHH	DISABLE PRINTERACT	0	0%	0%
UPS-KIT	UPS ENABLEMENT KIT	500	0%	0%
VIGROUPB	FF VI COMPOSE	10000	50%	50%
XAU	CART FOR DS3500	995	0%	0%

XPLUSTOOL	PRODUCTIVITY PLUS	280	0%	0%
XSISED3E	RHD EXTRA DRIVE	1500	0%	0%
XSISPIML4	PROD INFO MGMT SYS	2000	0%	0%
XSISRH3E	RHD INSTALL KIT	3000	0%	0%

Customer Education and Analyst Services **Prices for training and consulting services will be at the then current GSA rates**

All service pricing per current GSA schedule

Exhibit C-3

SUPPLIER ITEM NUMBER	PRODUCT DESCRIPTION	LIST PRICE	CURRENT GSA DISCOUNT (Percentage Amount)	VITA DISCOUNT (Percentage Amount, should be equal to or greater than GSA Discount)
6115	PRINT MODULE	175200	29%	29%
6135	PRINT MODULE	230200	14%	14%
6155PM	PRINT MODULE	295000	8%	8%
6180PM	DT PRINT MODULE	350100	7%	7%
DT-CNTL9	61XX CONTROLLER	42000	18%	18%
10B-T/HUB	10BASET THINET HUB	0	0%	0%
6135INT	2 TRAY INTERPOSER	22500	24%	24%
6135INT-3	3 TRAY INTERPOSER	22500	24%	24%
6180INT	2 TRAY INTRPOSR RQ	22500	24%	24%
6180INT-3	3 TRAY INTERPOSER	22500	24%	24%
CABLEKIT1	VHDCI/HD68 SCSICBL	350	0%	0%
CUPKIT2	ONLINE MODULE/CUP	11100	10%	10%
DSK-OVVRT	DISK OVERWRITE LIC	995	0%	0%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
DT100PPM	DT6100 CNTRL LABEL	0	0%	0%
DT115-135	SPEED UP 115-135PP	40000	0%	0%
DT115PPM	DT6115 CNTRL LABEL	0	0%	0%
DT135PPM	DT6135 CNTRL LABEL	0	0%	0%
DT155-180	SPEED UP 155-180PP	50000	0%	0%
DT155PPM	DT6155 CNTRL LABEL	0	0%	0%
DT180PPM	DT6180 CNTRL LABEL	0	0%	0%
DT6180DA	DIAGNOSTIC LICENSE	0	0%	0%
DTBYPAS1	BYPASS TRANSPORT	10000	18%	18%
DTBYPAS3	BYPASS TRANSPORT	10000	18%	18%
DTFIN1	DOCUTECH FINISHER	0	0%	0%
DTFIN3	6180 FINISHER	0	0%	0%
DTSTAND1	CONTROLLER STAND	1250	0%	0%
FKX	HIGH CAP OPT DOLLY	995	0%	0%
FOOTSWCH	FOOTSWITCH KIT	110	0%	0%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
IPDSSW3	IPDS S/W LICENSE	20000	0%	0%
LCDSSW1	LCDS SW LIC & DOC	20000	0%	0%
MRTBL	MAKE READY TABLE	1500	0%	0%

NWT	FREEFLOW VI SW&LIC	3495	0%	0%
OVERWRITE	DISK OVERWRITE	0	0%	0%
SCANHW	SCANNER HARDWRE KT	100	0%	0%
SCSICARD	SE/LVD SCSI CRD KT	550	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%

Customer Education and Analyst Services **Prices for training and consulting services will be at the then current GSA rates**

All service pricing per current GSA schedule

Exhibit C-3

SUPPLIER ITEM NUMBER	PRODUCT DESCRIPTION	LIST PRICE	CURRENT GSA DISCOUNT (Percentage Amount)	VITA DISCOUNT (Percentage Amount, should be equal to or greater than GSA Discount)
HLC128				
HLC128	DT128 HL COLOR PRT	193000	27%	27%
HLCP128	DT HLC 128 PUBLISH	193000	27%	27%
128-155UP	UPGRADE LICENSE	75000	20%	20%
128-180UP	UPGRADE LICENSE	150000	13%	13%
128P155UP	128 UPGRADE TO 155	75000	20%	20%
128P180UP	128 UPGRADE TO 180	150000	13%	13%
3VW	MIDDLE MODULE	24995	7%	7%
ADDBLUE	BLUE STARTER KIT	5000	0%	0%
ADDCARD	CARD STARTER KIT	5000	0%	0%
ADDCUST	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST1	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST2	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST3	CUSTOM STARTER KIT	5000	0%	0%
ADDCYAN	CYAN STARTER KIT	5000	0%	0%
ADDGREEN	GREEN STARTER KIT	5000	0%	0%
ADDMAG	MAGENTA STARTER	5000	0%	0%
ADDRED	RED STARTER KIT	5000	0%	0%
ADDROYAL	ROYAL STARTER KIT	5000	0%	0%
ADDVIOLET	VIOLET STARTER KIT	5000	0%	0%
ADDYELLOW	YELLOW STARTER KIT	5000	0%	0%
CCUCART	FIRST CCU CART	2500	0%	0%
D5L	BYPASS TRANSPORT	15000	10%	10%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
FDSTIPDS	FEED/STACK W/IPDS	60000	13%	13%
FDSTLCDS	FEED/STACK W/LCDS	60000	13%	13%
FDSTPS	FEEDER/STACKER	40000	20%	20%
HLCBLUE1	BLUE STARTER KIT	0	0%	0%
HLCBYPAS	BYPASS TRANSPORT	35000	11%	11%
HLCCARD	CARD STARTER KIT	0	0%	0%
HLCCYAN	CYAN STARTER KIT	0	0%	0%
HLCFIN	FINISHER	25000	12%	12%
HLCGREEN1	GREEN STARTER KIT	0	0%	0%
HLCINT2	TWO TRAY INTERPOSR	22500	24%	24%
HLCINT3	3 TRAY INTERPOSER	22500	24%	24%

HLCMAG	MAGENTA STARTER	0	0%	0%
HLCNOINT	SMALL FOOTPRINT	22500	24%	24%
HLCRED1	RED STARTER KIT	0	0%	0%
HLCROYAL	ROYAL STARTER KIT	0	0%	0%
HLCSW1	OS LICENSE	45000	0%	0%
HLCVIOLET	VIOLET STARTER KIT	0	0%	0%
HLCYELLOW	YELLOW STARTER KIT	0	0%	0%
INIKIT	GATD PAGE SYNC INI	0	0%	0%
IPDSSW1	IPDS S/W LICENSE	20000	0%	0%
LCDSSW1	LCDS SW LIC & DOC	20000	0%	0%
MAINTCART	PRT QLT MAIN CART	350	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
RTH	ADDL CCU CART	2500	0%	0%
TAPE-CL	TAPE CLIENT LICNSE	2600	10%	10%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XSISIPDS	XSIS SGL F/S IPDS	60000	13%	13%
XSISLCDS	XSIS SGL F/S LCDS	60000	13%	13%
XSISPS	XSIS SGL F/S PS	40000	20%	20%

HLC155

HLC155	DT155 HL COLOR PRT	273000	28%	28%
HLCP155	DT HLC 155 PUBLISH	273000	32%	32%
155-180UP	UPGRADE LICENSE	70000	14%	14%
155P180UP	155 UPGRADE TO 180	70000	14%	14%
3VW	MIDDLE MODULE	24995	7%	7%
ADDBLUE	BLUE STARTER KIT	5000	0%	0%
ADDCARD	CARD STARTER KIT	5000	0%	0%
ADDCUST	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST1	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST2	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST3	CUSTOM STARTER KIT	5000	0%	0%
ADDCYAN	CYAN STARTER KIT	5000	0%	0%
ADDGREEN	GREEN STARTER KIT	5000	0%	0%
ADDMAG	MAGENTA STARTER	5000	0%	0%
ADDRED	RED STARTER KIT	5000	0%	0%
ADDROYAL	ROYAL STARTER KIT	5000	0%	0%
ADDVIOLET	VIOLET STARTER KIT	5000	0%	0%
ADDYELLOW	YELLOW STARTER KIT	5000	0%	0%
CCUCART	FIRST CCU CART	2500	0%	0%
D5L	BYPASS TRANSPORT	15000	10%	10%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
FDSTIPDS	FEED/STACK W/IPDS	60000	13%	13%
FDSTLCDS	FEED/STACK W/LCDS	60000	13%	13%
FDSTPS	FEEDER/STACKER	40000	20%	20%

HLCBLUE1	BLUE STARTER KIT	0	0%	0%
HLCBYPAS	BYPASS TRANSPORT	35000	11%	11%
HLCCARD	CARD STARTER KIT	0	0%	0%
HLCCYAN	CYAN STARTER KIT	0	0%	0%
HLCFIN	FINISHER	25000	12%	12%
HLCGREEN1	GREEN STARTER KIT	0	0%	0%
HLCINT2	TWO TRAY INTERPOSR	22500	24%	24%
HLCINT3	3 TRAY INTERPOSER	22500	24%	24%
HLCMAG	MAGENTA STARTER	0	0%	0%
HLCNOINT	SMALL FOOTPRINT	22500	24%	24%
HLCRED1	RED STARTER KIT	0	0%	0%
HLCROYAL	ROYAL STARTER KIT	0	0%	0%
HLCSW2	OS LICENSE	60000	0%	0%
HLCVIOLET	VIOLET STARTER KIT	0	0%	0%
HLCYELLOW	YELLOW STARTER KIT	0	0%	0%
INIKIT	GATD PAGE SYNC INI	0	0%	0%
IPDSSW1	IPDS S/W LICENSE	20000	0%	0%
LCDSSW1	LCDS SW LIC & DOC	20000	0%	0%
MAINTCART	PRT QLTY MAIN CART	350	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
RTH	ADDL CCU CART	2500	0%	0%
TAPE-CL	TAPE CLIENT LICNSE	2600	10%	10%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XSISIPDS	XSIS SGL F/S IPDS	60000	13%	13%
XSISLCDS	XSIS SGL F/S LCDS	60000	13%	13%
XSISPS	XSIS SGL F/S PS	40000	20%	20%

HLC180

HLC180	DT180 HL COLOR PRT	330000	21%	21%
HLCP180	DT HLC 180 PUBLISH	330000	28%	28%
3VW	MIDDLE MODULE	24995	7%	7%
ADDBLUE	BLUE STARTER KIT	5000	0%	0%
ADDCARD	CARD STARTER KIT	5000	0%	0%
ADDCUST	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST1	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST2	CUSTOM STARTER KIT	5000	0%	0%
ADDCUST3	CUSTOM STARTER KIT	5000	0%	0%
ADDCYAN	CYAN STARTER KIT	5000	0%	0%
ADDGREEN	GREEN STARTER KIT	5000	0%	0%
ADDMAG	MAGENTA STARTER	5000	0%	0%
ADDRED	RED STARTER KIT	5000	0%	0%
ADDROYAL	ROYAL STARTER KIT	5000	0%	0%
ADDVIOLET	VIOLET STARTER KIT	5000	0%	0%
ADDYELLOW	YELLOW STARTER KIT	5000	0%	0%

CCUCART	FIRST CCU CART	2500	0%	0%
D5L	BYPASS TRANSPORT	15000	10%	10%
DSTACK	HIGH CAP STACKER	15000	15%	15%
DSTACK2	2ND HI CAP STACKER	15000	15%	15%
FDSTIPDS	FEED/STACK W/IPDS	60000	13%	13%
FDSTLCDS	FEED/STACK W/LCDS	60000	13%	13%
FDSTPS	FEEDER/STACKER	40000	20%	20%
HLCBLUE1	BLUE STARTER KIT	0	0%	0%
HLCBYPAS	BYPASS TRANSPORT	35000	11%	11%
HLCCARD	CARD STARTER KIT	0	0%	0%
HLCCYAN	CYAN STARTER KIT	0	0%	0%
HLCFIN	FINISHER	25000	12%	12%
HLCGREEN1	GREEN STARTER KIT	0	0%	0%
HLCINT2	TWO TRAY INTERPOSER	22500	24%	24%
HLCINT3	3 TRAY INTERPOSER	22500	24%	24%
HLCMAG	MAGENTA STARTER	0	0%	0%
HLCNOINT	SMALL FOOTPRINT	22500	24%	24%
HLCRED1	RED STARTER KIT	0	0%	0%
HLCROYAL	ROYAL STARTER KIT	0	0%	0%
HLCBW2	OS LICENSE	60000	0%	0%
HLCVIOLET	VIOLET STARTER KIT	0	0%	0%
HLCYELLOW	YELLOW STARTER KIT	0	0%	0%
INIKIT	GATD PAGE SYNC INI	0	0%	0%
IPDSSW1	IPDS S/W LICENSE	20000	0%	0%
LCDSSW1	LCDS SW LIC & DOC	20000	0%	0%
MAINTCART	PRT QLTY MAIN CART	350	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
RTH	ADDL CCU CART	2500	0%	0%
TAPE-CL	TAPE CLIENT LICNSE	2600	10%	10%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
XSISIPDS	XSIS SGL F/S IPDS	60000	13%	13%
XSISLCDS	XSIS SGL F/S LCDS	60000	13%	13%
XSISPS	XSIS SGL F/S PS	40000	20%	20%

HLCCTL9	DOCUSP CONTROLLER	42000	18%	18%
HLCCTLP9	DOCUSP CONTROLLER	42000	18%	18%
HLCTL10	DOCUSP CONTROLLER	42000		
HLCTLP10	DOCUSP CONTROLLER	42000		
MPC	SE-DIFF SCSI BOX	750	0%	0%
BPM	FFPS STAND	<u>1250</u>	<u>0%</u>	<u>0%</u>
CABLEKIT1	VHDCI/HD68 SCSI CBL	350	0%	0%
CUPKIT2	ONLINE MODULE/CUP	11100	10%	10%
IMPOSITN	IMPOSITION LICENSE	500	0%	0%
OVERWRITE	DISK OVERWRITE	0	0%	0%

SCSI-10	SCSI CK 10 MTR	275	4%	4%
SCSI-20	SCSI CK 20 MTR	365	3%	3%
SCSI-5	SCSI CK 5 MTR	225	3%	3%
SCSICARD	SE/LVD SCSI CRD KT	550	0%	0%
INLSTPLR	IN-LINE STAPLER	32000	13%	13%

CF495DUP	CF495 PRINTER	425000	36%	36%
CFCHNLA	IBM CHANNEL KIT	1800	0%	0%
CFCOPER	COPPER GB LINK	1700	0%	0%
CTB	PLB EXPANSION KIT	900	0%	0%

DP525DUP1	DOCUPRNT 525/1050	450000	24%	24%
3RDLN1050	FLEX DUPLEX B-UP	16500	9%	9%
525DPXPUP	NONROHS DOCSP STAM	2300	0%	0%
525PERFUP	NON-ROHS PER UPGRD	19000	0%	0%
525XPUP	NONDOCSP STAMPA UP	1500	0%	0%
90D-TURN	90 DEGREE TURNBAR	15500	10%	10%
90DTURN1	90 DEGREE TURNBAR	15500	10%	10%
CF525STK	DP525/1050 STACKER	25000	20%	20%
CHNLOPT1	CHANNEL OPT A KIT	1100	0%	0%
CHNLOPTB	CHANNEL OPT B KIT	1800	0%	0%
COPLINK1	COP GIG LINK A KIT	1700	0%	0%
CTB	PLB EXPANSION KIT	900	0%	0%
GCX	STARTER KIT	1150	0%	0%
INLTURN1	INLINE TURNBAR KIT	20000	10%	10%
LFA	SING DEV CART	6000	0%	0%
PAR-TURN	PARALLEL Z TURNBAR	26500	9%	9%
PARTURN1	"Z" TURNBAR KIT	26500	9%	9%
R525MXDN	525MICR TO NONMICR	60000	8%	8%
R525MXUP	DP525 MICR CONV	60000	8%	8%

CF650DUP	CF650 PRINTER	495000	30%	30%
3RDLN650	DUPLX 60HZ CONNECT	18500	9%	9%
651DUPEXT	CF651 DPLX EXT KIT	2000	0%	0%
90DTURN2	90 DEG TURNBAR KIT	15500	10%	10%
CCF651A	CCF651 ENBLE KIT A	150000	13%	13%
CHNLOPT1	CHANNEL OPT A KIT	1100	0%	0%
CHNLOPTB1	IBM CH B CONN KIT	1800	0%	0%
COPLINK1	COP GIG LINK A KIT	1700	0%	0%
CTB	PLB EXPANSION KIT	900	0%	0%
HWP-90D	HEAVY PPR KT-90DEG	1000	0%	0%
HWP-INL	HEAVY PPR KT-INLNE	5000	0%	0%
HWP-PAR	HEAVY PPR KT-PARAL	2000	0%	0%
INLTURN2	INLINE TURNBAR KIT	20000	10%	10%
LNGINLTRN	LNG PPR&TURNBR-INL	25000	8%	8%

LNGPAR90D	LNG PPR PAR&90DEGR	5000	0%	0%
PARTURN2	PAR Z TURNBAR KIT	26500	9%	9%

CFCNTRLD	CF DOCUSP ES5200	62000	60%	60%
495DSPHW	CFF 495 HW UPGRADE	2500	60%	60%
CFADP2	ADP ONLY KIT	31300	4%	4%
CF-FFPS	S/W AND LICENSES	20000	0%	0%
DSK-OVRRT	DISK OVERWRITE LIC	995	0%	0%
KDC	350-425-500 H/W UP	0	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%

CCF490	CF490 COLOR PRNTR	1780000	14%	14%
8GBMEMUP	8GB CONTR MEM UPG	5000	0%	0%
CCF651B	CCF651 ENBLE KIT B	35000	14%	14%
DUPENABL	CCF DUPLEX CABLE	0	0%	0%
DUPPAP	CCF INITIAL KIT	0	0%	0%
HNK90D	HUNKLR 90DG TBR KT	20000	10%	10%
HNKLINE	HUNKLR INLN TBR KT	20000	10%	10%
LSR90D	LSRMAX 90DG TBR KT	20000	0%	0%
LSRLINE	LSRMAX INLN TBR KT	20000	0%	0%
VIGROUPC	FFVI INTRPRETER SW	10000	50%	50%

XC550/560

CX560	XC550/560 CX PRSVR	16000	28%	28%
EX560	XC550/560 EX PRSVR	25000	31%	31%
X560EFI	XC550/560 FIERYSVR	6995	0%	0%
X560FFPS	XC550/560 FF PRSVR	18000	26%	26%
X560FCSRV	INTEGRACOLORSRVR	4995	0%	0%
XC550	XRX CLR 550 PRNTR	34700	43%	55%
XC560	XRX CLR 560 PRNTR	39200	41%	55%
BEX	HD SECURITY OPTION	995	0%	0%
CX56GAKIT	GRPHIC ART PWR KIT	3500	0%	0%
CX56IMPSN	IMPOSITION PWR KIT	5000	0%	0%
CX56PERIP	CREO PERIPHRAL EQUI	4000	0%	0%
CX56PRO	PROFESSNL PWR KIT	6500	0%	0%
EX56GAKIT	GA PACKAGE	6200	0%	0%
EX56SEEQ	SEEQNCE CMPOSE KIT	4000	0%	0%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
GKB	FACI FURNITURE	4000	0%	0%
MUA	D3 C/Z FOLDER	5700	28%	28%
NETACCTG	NETWK ACCTG KIT	150	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%

PROFILE3	PROFILE SITE 3.0	2200	0%	0%
QPSIGN	QCK PRT COLOR SIGN	500	0%	0%
SA-HID125	SECURE ACC W/HD125	895	0%	0%
SA-MAGSTR	SECURE ACC W/MAGST	795	0%	0%
SA-MIFARE	SECURE ACC W/MIFAR	895	0%	0%
SAWATER	SECUR WTRMK KIT	995	0%	0%
SCN2PRO25	SCAN-PC DTOP PRO25	4399	25%	25%
SCN2SE25	SCAN-PC DTOP SE-25	1195	29%	29%
USBENABLE	USB ENBLMNT KIT	299	0%	0%
USBHUBKIT	USB HUB KIT	150	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
VKK	HIGH CAPACITY FEED	2000	0%	0%
X552OHCF	XC550/560 2TRY OVR	9995	15%	15%
X55OHCF	XC550/560 1TRY OVR	5995	17%	17%
X562OHCF	XC550/560 2TRY OVR	9995	15%	15%
X56ADVFAN	XC550/560 ADV FIN	2995	27%	27%
X56BOOK	XC550/560 BKLTFIN	11800	33%	33%
X56EFIPRO	EMBED PRODCVTY PKG	3975	0%	0%
X56EFISEE	SEEQNC E SUITE KIT	6500	0%	0%
X56FAX	1 LINE FAX KIT	999	0%	0%
X56FAXSRV	SRVR FAX OPT KIT	990	0%	0%
X56FAXVOI	VOIP FAX OPTION	895	0%	0%
X56FOLDER	HOTFLDR/VIRT PRNTR	995	0%	0%
X56GBETHR	XC550/560 GIG EBRD	400	0%	0%
X56INT	XC550/560 INTRMOD	2000	0%	0%
X56IPDS	IPDS	10000	0%	0%
X56OCT	XC550/560 OFF TRY	300	0%	0%
X56OHCF	XC550/560 1TRY OVR	5995	17%	17%
X56PHOTO	PHOTO AUTOMAT TOOL	500	0%	0%
X56PROFIN	XC550/560 PRO FIN	4995	24%	24%
X56SPECTR	SPCTRPHMTR XRTE I1	900	0%	0%
X56STAND	COLOR SERVER STAND	1250	0%	0%
X56STAPLR	XC550/560 CONV STP	300	0%	0%
X56STDFIN	XC550/560 STD FIN	6550	24%	24%

Customer Education and Analyst Services
Prices for training and consulting services will be at the then current GSA rates

All service pricing per current GSA schedule

Exhibit C-3

XEROX COLOR 800P/1000P

SUPPLIER ITEM NUMBER	PRODUCT DESCRIPTION	LIST PRICE	CURRENT GSA DISCOUNT (Percentage Amount)	VITA DISCOUNT (Percentage Amount, should be equal to or greater than GSA Discount)
CX1000	CREO PRINT SERVER	75000	13%	13%
EX1000	FIERY PRINT SERVER	75000	13%	13%
FFPS1000	FREEFLW PRINT SVR	75000	13%	13%
XC1000P	XEROX COLOR 1000	320000	31%	31%
XC800P	XEROX COLOR 800	275000	36%	36%
BPM	FFPS STAND	1250	0%	0%
CXCLEAR	CX CLEAR OPTION	10000	50%	50%
CXIMPOSN	IMPOSITION PWR KIT	5000	0%	0%
CXIPDS	IPDS KIT FR CX SVR	20000	0%	0%
EFISEEQ	SEEQUENCE SUITE KT	4000	0%	0%
EX1000RHD	REMOVBLE HARD DRV	3000	0%	0%
EXCLEAR	XC CLEAR OPTION	10000	50%	50%
FFCASTER	CASTER KT FOR FFPS	200	0%	0%
FFPSCLEAR	FFPS CLEAR OPTION	10000	50%	50%
FFPSIPDS	FFPS IPDS	20000	0%	0%
NBV	DOLLY	995	0%	0%
NONUVPROF	NONUVCOLORPROFILOP	1500	0%	0%
NWT	FF VI DESIGN PRO	3495	0%	0%
QPSIGN	QCK PRT COLOR SIGN	500	0%	0%
VIGROUPB	FF VI COMPOSE	10000	50%	50%
XC10BOOK	BOOKLET MAKER FNSH	11800	33%	33%
XC10BOOK2	BOOKLT MAKR FINSHR	11800	33%	33%
XC10FIKIT	FOREIGN INTERFACE	150	0%	0%
XC10FIN	STD FINISHER	6550	24%	24%
XC10FIN2	STD FINISHER	6550	24%	24%
XC10FINP	STD FINISHER PLUS	12000	17%	17%
XC10FINP2	STD FINISHER PLUS	12000	17%	17%
XC10FWA	FULL WIDTH ARRAY	10000	20%	20%
XC10GBC	GBC PUNCH	12400	31%	31%
XC10HCS	HIGH CAP STACKER	13000	10%	10%
XC10HCS2	HIGH CAP STACKER	13000	10%	10%
XC10INTER	INTERFACE MODULE	2000	0%	0%
XC10LVPS	LOW VOLT PWRSUPPLY	1000	0%	0%
XC10OCT	OCT	300	0%	0%

XC100HCF	2TRAY OVRSIZE HIGH	9995	15%	15%
XC10PBIND	PERFECT BINDER	40000	25%	25%
XCCLEAR	CLEAR HOUSING KIT	20000	25%	25%
XCCZFOLD	C/Z FOLDR FOR STD	5700	28%	28%
XCPHOTO	FFPS PHOTO AUTO	500	0%	0%
XCSQFOLD	SQUARE FOLD TRIMMR	15000	30%	30%
XKA	SWAPPABLE HARD DRV	3000	0%	0%
XPL	REMOTE SVC DISCONN	0	0%	0%
XSISDLI1	XSIS DEV LINK INTG	4000	0%	0%
XSISED8A	FFPSPCU1 XTRA DRKT	2150	0%	0%
XSISED8B	PCU1 EXTRA DRINSKT	1500	0%	0%
XSISRH8A	FFPSPCU1RHD INSTKT	3000	0%	0%
XSISRH8B	PCU1 ONLYRHD INSKT	3000	0%	0%

XEROX COLOR 8080

CX8080	CREO CLR SVR	75000	39%	39%
DC8080	DC8080 DIG CLR PRS	185000	40%	40%
DC80FFPS	FREEFLOW PS DC8080	75000	39%	39%
EX8080	EFI CLR SVR+STND	75000	39%	39%
ABU	HIGH CAP STACKER	15500	28%	28%
ABV	COMMON STACK STPLR	12500	36%	36%
DC82PHOTO	PHOTO AUTOMTN TOOL	500	0%	0%
DC8KFIKIT	FOREIGN INTERFACE	495	0%	0%
DC8KSF2	DC8000 2ND FEEDER	10000	0%	0%
DC8KSTND	DOCUSP STAND	1250	0%	0%
DC8LGIPDS	IPDS-DC7002/DC8002	20000	0%	0%
DCFU	FINISH INTERFACE	0	0%	0%
EX80SEEQ	SEQUENCE SUITE	4000	0%	0%
EX80SPECT	NON UV EA1000 SPEC	1500	0%	0%
HWA	REMOVABLE HARD DRV	3000	0%	0%
NWT	FF VI DESIGN PRO	3495	0%	0%
QPSIGN	QCK PRT COLOR SIGN	500	0%	0%
VIGROUPB	FF VI COMPOSE	10000	50%	50%
XKA	SWAPPABLE HARD DRV	3000	0%	0%
XSISDLI1	XSIS DEV LINK INTG	4000	0%	0%
XSISED7D	RHD EXTRA DRIVE	1500	0%	0%
XSISRH7D	RHD INSTALL KIT	3000	0%	0%

VITA DISCOUNT
(Percentage
Amount, should
be equal to or
greater than GSA
Discount)

CURRENT GSA
DISCOUNT
(Percentage
Amount)

LIST PRICE

X700

X700	XRX 700 DIG PRESS	59900	47%	47%
X700X	XRX 700 DIG PRESS	59900	47%	47%
X70CXI	X700 CREO CX	25000	27%	27%
X70IEFI	BUSTLED EFI	8990	0%	0%
X70EXI	X700 EX PRINT SRVR	25000	27%	27%
X70IFFSP	X700 FREEFLOW SVR	29000	23%	23%
CX7CREAT	CREO STAND	3500	0%	0%
CX7IMPOSE	IMPOSITION POWER KIT	6500	0%	0%
CX7PRO	PROF POWER KIT	6500	0%	0%
CX7PROCES	PROCESS POWER KIT	6500	0%	0%
CX7STAND	CREO STAND	1250	0%	0%
EX70SEEQ	SEQUENCE COMPOSE	4000	0%	0%
PROFNONUV	CLR PRFR V3.0 NON UV	2200	0%	0%
QPSIGN	QCK PRT COLOR SIGN	500	0%	0%
SEEQIMPOS	SEQUENCE IMPOSE	2550	0%	0%
X702OHCF	OVER HICAP FEED-2TRY	9995	15%	15%
X70SPECTR	XRITE 1 (I1) SPCTRO	900	0%	0%
X77GAPREM	GA PREMIUM KIT	6200	0%	0%
BEX	HD SECURITY OPTION	995	0%	0%
COMPOSE	COMPOSE 2.1	4000	0%	0%
CX70STAND	CREO STAND	1250	0%	0%
D250STPLR	CONVENIENCE STAPLR	299	0%	0%
D260STAND	STAND	1250	0%	0%
D260USB	USB PRINT CABLE KT	49	0%	0%
DCQPSIGN	QUICK PRINT SIGN	300	0%	0%
DSPDSKOV	DISK OVERWRITE LIC	995	0%	0%
FIDEVICE2	FOREIGN INTERFACE	150	0%	0%
GBCENABLE	ENABLEMENT KIT	0	0%	0%
GKB	FACI FURNITURE	4000	0%	0%
HCSUIKIT	FIXED ANGLE KIT	0	0%	0%
IMPOSEFI2	EFI IMPOSE 2.7	2550	0%	0%
MPLATCFIN	MOBILITY PLT/C FIN	0	0%	0%
MPLATHCF	MOBILITY PLATE/HCF	0	0%	0%
MPLATLPF	MOBILITY PLATE/LPF	0	0%	0%
MPLATOHCF	OHCF MOBILTY PLATE	0	0%	0%
MPLATSQF	MOBILITY PLATE	0	0%	0%

MPLTHCS	MOBILTY PLATE HCS	0	0%	0%
MPLTINT	MOBILTY PLT INTER	0	0%	0%
MPLTIOT	MOBILTY PLATE IOT	0	0%	0%
MUA	D3 C/Z FOLDER	5700	28%	28%
NBB	CX ADV CLR TOOL PK	2500	0%	0%
NBR	CX ADV PRODUCT PKG	7500	0%	0%
NBV	DOLLY	995	0%	0%
NMX	512MB MEMORY OPT	850	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
PROFILE2	EFI PROFILER 2.0	2200	0%	0%
SCN2PRO25	SCAN-PC DTOP PRO25	4399	25%	25%
SCN2SE25	SCAN-PC DTOP SE-25	1195	29%	29%
SECERASE	SECURE ERASE	995	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
VKK	HIGH CAPACITY FEED	2000	0%	0%
X7002OHCF	2TRAY OV HI CAP FD	9995	15%	15%
X700HCS	HIGH CAP STACKER	13000	10%	10%
X700HCS2	X700 HIGH CAP STKR	13000	10%	10%
X700INT	INTERFACE MODULE	2000	0%	0%
X700INT2	X700 INTERFACE MOD	2000	0%	0%
X700OCT	OFFSET CATCH TRAY	300	0%	0%
X700OHCF	OVRSZ HI CAP FEED	5995	17%	17%
X700PHOTO	X700FFPS PHOTOAUTO	500	0%	0%
X70ADVFIN	ADVANCED FINISHER	2995	27%	27%
X70CBOOK	C BOOKLET MAKER	11800	33%	33%
X70FFIPDS	IPDS	10000	0%	0%
X70GAPREM	GA PREMIUM EDITION	6200	0%	0%
X70GBC	X700 GBC PUNCH	12400	31%	31%
X70LPCBK	LIGHT PRD C BKLT	11800	33%	33%
X70LPCBK2	LT PRD C BOOKMAKER	15000	30%	30%
X70LPCFIN	LT PRD C FINISHER	6550	24%	24%
X70LPCFN2	X700 LT PRD C FIN	6550	24%	24%
X70PROFIN	PROF FINISHER	4995	24%	24%
X70SQFOLD	X700 SQ FLD TRIMMR	15000	30%	30%
X70SQRENB	X70 SQ FOLD TRIM	0	0%	0%
X7SPLASH	SPLASH SRVR S/W	16000	25%	25%
XSIDLI2	XSIS DEV LINK INTG	2000	0%	0%
XSISED5D	RHD EXTRA DRIVE	1900	0%	0%
XSISRH5D	RHD INSTALL KIT	6000	0%	0%

X770

EX770	X770 FFPS	35000	22%	22%
--------------	------------------	--------------	------------	------------

FFPS770	X770 FFPS	35000	36%	36%
X770	X770 DIGCOLORPRESS	85900	42%	42%
BEX	HD SECURITY OPTION	995	0%	0%
D260STAND	STAND	1250	0%	0%
EFISEEQ	SEQUENCE SUITE KT	4000	0%	0%
FFPHOTO	PHOTOAUTOMATIOTOOL	500	0%	0%
HCSUIKIT	FIXED ANGLE KIT	0	0%	0%
MUA	D3 C/Z FOLDER	5700	28%	28%
NBV	DOLLY	995	0%	0%
NONUVPROF	NONUVCOLORPROFILOP	1500	0%	0%
NWT	FF VI DESIGN PRO	3495	0%	0%
QPSIGN	QCK PRT COLOR SIGN	500	0%	0%
VIGROUPB	FF VI COMPOSE	10000	50%	50%
VKK	HIGH CAPACITY FEED	2000	0%	0%
X700HCS	HIGH CAP STACKER	13000	10%	10%
X700HCS2	X700 HIGH CAP STKR	13000	10%	10%
X702OHCF	2TRYOVRSZHICAPFDR	9995	15%	15%
X70FFIPDS	IPDS	10000	0%	0%
X70GBC	X700 GBC PUNCH	12400	31%	31%
X70LPCBK	LIGHT PRD C BKLT	11800	33%	33%
X70LPCBK2	LT PRD C BOOKMAKER	11800	33%	33%
X70LPCFIN	LT PRD C FINISHER	6550	24%	24%
X70LPCFN2	X700 LT PRD C FIN	6550	24%	24%
X70OHCF	OVRSZHIGHCAPFEEDR	5995	17%	17%
X70SQFOLD	X700 SQ FLD TRIMMR	15000	30%	30%
X77GAPREM	GA PREMIUM KIT	6200	0%	0%
X77SPECTR	SPECTROPHOTOMETER	900	0%	0%

Customer Education and Analyst Services **Prices for training and consulting services will be at the then current GSA rates**

All service pricing per current GSA schedule

Exhibit C-3

SUPPLIER ITEM NUMBER	PRODUCT DESCRIPTION	LIST PRICE	CURRENT GSA DISCOUNT (Percentage Amount)	VITA DISCOUNT (Percentage Amount, should be equal to or greater than GSA Discount)
XEROX IGEN4				
IG4CREO2	IGEN4 CREO	85000	0%	0%
IG4EFI2	IGEN4 EFI	85000	0%	0%
IG4FFPS2	IGEN 4 FFPS	75000	0%	0%
IG4FFPSH	IGEN4 FF HYPER RIP	100000	0%	0%
IGEN4110	IGEN4 110 DIG PRSS	517000	11%	11%
IGEN426	IGEN4 110EXP DGPRS	577000	13%	13%
IGEN49	IGEN4 90 DIG PRESS	455000	18%	18%
XSISPIMS	XSIS PIMS SVR KIT	10000	0%	0%
CONVMATTE	IPDS KIT FR CX SVR	20000	50%	50%
CONVSTD	SEQUENCE SUITE KT	20000	50%	50%
CPB	REMOVBLE HARD DRV	85000	35%	35%
DSPDSKOV	XC CLEAR OPTION	995	0%	0%
FFCASTER	CASTER KT FOR FFPS	200	0%	0%
IG3STCART	FFPS CLEAR OPTION	995	0%	0%
IG4FDRB	FFPS IPDS	35000	14%	14%
IG4FDRB2	DOLLY	35000	14%	14%
IG4FEED	NONUVCOLORPROFILOP	29000	0%	0%
IG4FEED26	FF VI DESIGN PRO	34000	0%	0%
IG4FIN	QCK PRT COLOR SIGN	10000	0%	0%
IG4HCSR	FF VI COMPOSE	35000	9%	9%
IG4HCSR2	BOOKLET MAKER FNSH	35000	9%	9%
IG4HCSR3	BOOKLT MAKR FINSHR	35000	9%	9%
IG4INSRT	FOREIGN INTERFACE	35000	14%	14%
IG4IPDS2	STD FINISHER	20000	0%	0%
IG4MSFDI	STD FINISHER	10000	0%	0%
IG4NOFEED	STD FINISHER PLUS	0	0%	0%
IG4PHOTO	STD FINISHER PLUS	500	0%	0%
IG4PMO	FULL WIDTH ARRAY	10000	0%	0%
IG4XPPKIT	GBC PUNCH	2500	0%	0%
IGXLCKIT2	HIGH CAP STACKER	40000	55%	55%
IGXXLC26	HIGH CAP STACKER	60000	33%	33%
MATTE	INTERFACE MODULE	0	0%	0%
NNA	LOW VOLT PWRSUPPLY	7700	0%	0%
NWT	OCT	3495	0%	0%

STANDARD	2TRAY OVRSIZE HIGH	0	0%	0%
VBM	PERFECT BINDER	2000	0%	0%
VBN	CLEAR HOUSING KIT	2000	0%	0%
VBP	C/Z FOLDR FOR STD	4000	0%	0%
VBR	FFPS PHOTO AUTO	995	0%	0%
VIGROUPB	SQUARE FOLD TRIMMR	10000	50%	50%
WNG	SWAPPABLE HARD DRV	20000	0%	0%
XSISDLI1	REMOTE SVC DISCONN	4000	0%	0%
XSISPIML1	XSIS DEV LINK INTG	4000	0%	0%
YTX	FFPSPCU1 XTRA DRKT	4000	0%	0%
YUA	PCU1 EXTRA DRINSKT	5000	0%	0%
YUX	FFPSPCUIRHD INSTKT	2000	0%	0%

IGEN

IG220FFPS	FFPS SVR FOR IGEN4	75000	0%	0%
IG4220	IGEN4 220 PERF PRS	517000	11%	11%
IG4CREO	IGEN4 CREO SPIRE	85000	0%	0%
IG4EFI	IGEN4 EFI PRNT SVR	85000	0%	0%
IG4FFPS	IGEN4 FF PRT SRVR	75000	0%	0%
IGEN4P	IGEN4 110PPM PRESS	546000	10%	10%
IGEN4P90	IGEN4 90PPM DIG PR	455000	18%	18%
IGEN4PF	IGEN4 110PPM 1 FDR	517000	11%	11%
220DSKOVVR	DISK OVERWRITE	995	0%	0%
DSPDSKOVVR	DOCUSP DISK OVRWRT	995	0%	0%
IG3STCART	DC IGEN3 STKR CART	995	0%	0%
IG4FDRB	IGEN4 FEEDR W/BYPS	35000	14%	14%
IG4FDRB2	IGEN4 FEEDR W/BYPS	35000	14%	14%
IG4FIN	IGEN4 FINISH KIT	10000	0%	0%
IG4HCSR	IGEN4 STACKER	35000	9%	9%
IG4HCSR2	IGEN4 STACKER	35000	9%	9%
IG4HCSR3	IGEN4 STACKER	35000	9%	9%
IG4INSRT	IGEN4 INSRTR W/BYP	35000	14%	14%
IG4IPDS	IPDS	20000	0%	0%
IG4MSFDI	IGEN4 MSFDI KIT	10000	0%	0%
IG4PHOTO	IG4 PHOTO AUT TOOL	500	0%	0%
IG4PMO	LG SHT PRODUCT LIC	10000	0%	0%
IG4XPPKIT	IGEN4 XPP TOOL KIT	2500	0%	0%
IGXLCKIT	IGEN XLRG COLR KIT	40000	55%	55%
NNA	ATA INSTALL KIT	7700	0%	0%
NWT	FREEFLOW VI SW&LIC	3495	0%	0%
VBM	IGEN XLRG FEED KIT	2000	0%	0%
VBN	IGEN XL STAKR TOP	2000	0%	0%
VBP	IGEN XL STAKR SIDE	4000	0%	0%

VBR	IGEN STACKER CART	995	0%	0%
VIGROUPB	FF VI INTERPRETER	10000	50%	50%
WNG	MULTIPITCH LICENSE	20000	0%	0%
XSISDLI1	XSIS DEV LINK INTG	4000	0%	0%

IGEN150

IG150EFI	EFI FOR IGEN150	85000	0%	0%
IG150FFPS	FFPS FOR IGEN150	75000	0%	0%
IGEN150	IGEN150 PRESS	647000	7%	7%
BN0	ATA INSTALL KIT	7700	0%	0%
FFCASTER	CASTER KT FOR FFPS	200	0%	0%
FFPSDISKO	FFPS DSKOVRWRT LIC	995	0%	0%
IG150IPDS	IPDS LICENSE	20000	0%	0%
IG22FDR	22.5 FDR BYPAS OPT	29000	0%	0%
IG26CART	26"STCKRINCLHANDLE	995	0%	0%
IG26FDR	26"FEEDR W/BYPASOP	34000	0%	0%
IG26FDR2	26"FEEDR W/BYPASOP	34000	0%	0%
IG26HCS	26" STACKER	37000	0%	0%
IG26HCS2	26" STACKER	37000	0%	0%
IG26HCS3	26" STACKER	37000	0%	0%
IG4FEED22	FDR 22.5TOPTRYBYP	29000	0%	0%
IG4FEED26	IGEN4 26" FEEDER	34000	0%	0%
IG4FIN	IGEN4 FINISH KIT	10000	0%	0%
IG4INSRT	IGEN4 INSRTR W/BYP	35000	14%	14%
IG4NOFEED	NO ADDITIONAL FDR	0	0%	0%
IG4PHOTO	IG4 PHOTO AUT TOOL	500	0%	0%
MATTEDI	MATTE DRY INK KIT	0	0%	0%
NWT	FF VI DESIGN PRO	3495	0%	0%
VIGROUPB	FF VI COMPOSE	10000	50%	50%
XSISPIML2	XSIS PIMS PTR LIC	4000	0%	0%
YTX	26"STCKR SDE TR KT	4000	0%	0%
YUA	26" FEEDER KIT	5000	0%	0%

Customer Education and Analyst Services **Prices for training and consulting services will be at the then current GSA rates**

All service pricing per current GSA schedule

Exhibit C-3

SUPPLIER ITEM NUMBER	PRODUCT DESCRIPTION	LIST PRICE	CURRENT GSA DISCOUNT (Percentage Amount)	CURRENT GSA DISCOUNT (Percentage Amount)
CFEX-1	E T P SINGLE USER	1500	33%	33%
FFEX-1	E T P SINGLE USER	1500	33%	33%
IFFEX-1	E T P SINGLE USER	1500	33%	33%
FFPROM	PROC MANAGER 6.0	20000	25%	25%
PDF100LT4	PDF CONVERS TOOL	5000	0%	0%
PDFMAXLMT	PDF CONV MAX USER	15000	0%	0%
PROCESSM2	PROCESS MGR BACKUP	3000	0%	0%
FFWS03	WEB SERVICES 7.0	20000	25%	25%
A-LDAP	LDAP ADAPTER	7000	14%	14%
A-XMPIE	XMPIE EFFECT ADAPT	7000	14%	14%
BOOKASMB7	7.0 BOOK ASSEM LIC	5000	20%	20%
BOOKSBUP7	BK ASSMBLY BKUP LI	0	0%	0%
CRDCDBUP	CREDIT CARD BU LIC	0	0%	0%
CREDITCD	CREDIT CARD	2700	19%	19%
DATAEXPT7	DATA EXPRT LICENSE	5000	20%	20%
DCTMKBUP7	DIR MKTG BCKUP LIC	0	0%	0%
DCTSMBUP	DRSML ADP BKUP LIC	0	0%	0%
DCTSMLE	DIRSMILE ADP LIC	1600	0%	0%
DTAEXPBU7	DATA EXPORT BACKUP	0	0%	0%
FFWSBKUP7	WEB SVC BKUP LICEN	4000	0%	0%
HAGENBUP	EFI HAGEN B/U LIC	0	0%	0%
INTEGVIPP	VIPP EMITTER	2500	20%	20%
LDAPBUP	LDAP BACKUP LIC	0	0%	0%
L-DRCTMK7	DIRECT MRKTNG LINK	5000	20%	20%
ORDCTBUP	ORDER CENTER BKUP	0	0%	0%
VIPPBUP	VIPP BACKUP LIC	0	0%	0%
WBCUSTBU7	SITE CUST BKUP LIC	0	0%	0%
WBSTCUST7	7.0 SITE CUST LICS	5000	20%	20%
XMPIEBUP	XMPIE BACKUP LIC	0	0%	0%
FFMKR	MAKEREADY 6.0	18000	50%	50%
CPYRGHTM	COPYRIGHT MGMT	5000	0%	0%
FOOTSWCH	FOOTSWITCH KIT	110	0%	0%
MRTBL	MAKE READY TABLE	1500	0%	0%

SCANHW	SCANNER HARDWRE KT	100	0%	0%
SETLBL	PPS SET LABELING	5000	0%	0%
WVU	FREEFLOW WEB SERV	300	0%	0%
ZKEPTSCAN	PRODUCTION SCANNER	40000	100%	100%
FFPROPUB	FREEFLOW VI SUITE	2500	0%	0%
PHOTOSHP	PHOTOSHOP	825	0%	0%
MRTBL	MAKE READY TABLE	1500	0%	0%
FFPMAPP	PRINT MANAGER APP	1500	33%	33%
CFFPROPUB	FREEFLOW VI SUITE	2500	0%	0%
FFOUTPTW	OUTPUT MANAGER	20000	25%	25%
FFPROPUB	FREEFLOW VI SUITE	2500	0%	0%
IFFPROPUB	FREEFLOW VI SUITE	2500	0%	0%
OUTPTW2	OM LICENSE FOR WIN	3000	0%	0%
IFFMKR	MAKEREADY 6.0	18000	50%	50%
IFFOUTPTW	OUTPUT MANAGER	20000	25%	25%
IFFPMAPP	PRINT MANAGER APP	1500	33%	33%
IFFPROM	PROC MANAGER 6.0	20000	25%	25%
IFFPROPUB	FREEFLOW VI SUITE	2500	0%	0%
IFFWS03	WEB SERVICES 7.0	20000	25%	25%
A-LDAP	LDAP ADAPTER	7000	14%	14%
A-XMPIE	XMPIE EFFECT ADAPT	7000	14%	14%
BOOKASMB7	7.0 BOOK ASSEM LIC	5000	20%	20%
BOOKSBUP7	BK ASSMBLY BKUP LI	0	0%	0%
CPYRGHTM	COPYRIGHT MGMT	5000	0%	0%
CRDCDBUP	CREDIT CARD BU LIC	0	0%	0%
CREDITCD	CREDIT CARD	2700	19%	19%
DATAEXPT7	DATA EXPRT LICENSE	5000	20%	20%
DCTMKBUP7	DIR MKTG BCKUP LIC	0	0%	0%
DCTSMBUP	DRSML ADP BKUP LIC	0	0%	0%
DCTSMLE	DIRSMILE ADP LIC	1600	0%	0%
DTAEXPBU7	DATA EXPORT BACKUP	0	0%	0%
FFWSBKUP7	WEB SVC BKUP LICEN	4000	0%	0%
FOOTSWCH	FOOTSWITCH KIT	110	0%	0%
HAGENBUP	EFI HAGEN B/U LIC	0	0%	0%
INTEGVIPP	VIPP EMITTER	2500	20%	20%
LDAPBUP	LDAP BACKUP LIC	0	0%	0%
L-DRCTMK7	DIRECT MRKTNG LINK	5000	20%	20%
MRTBL	MAKE READY TABLE	1500	0%	0%
ORDCTBUP	ORDER CENTER BKUP	0	0%	0%
OUTPTW2	OM LICENSE FOR WIN	3000	0%	0%
PDF100LT4	PDF CONVERS TOOL	5000	0%	0%
PDFMAXLMT	PDF CONV MAX USER	15000	0%	0%

PROCESSM2	PROCESS MGR BACKUP	3000	0%	0%
SCANHW	SCANNER HARDWRE KT	100	0%	0%
SETLBL	PPS SET LABELING	5000	0%	0%
VIPPBUP	VIPP BACKUP LIC	0	0%	0%
WBCUSTBU7	SITE CUST BKUP LIC	0	0%	0%
CFFMKR	MAKEREADY 6.0	18000	50%	50%
CFFOUTPTW	OUTPUT MANAGER	20000	25%	25%
CFFPMAPP	PRINT MANAGER APP	1500	33%	33%
CFFPROM	PROC MANAGER 6.0	20000	25%	25%
CFFPROPUB	FREEFLOW VI SUITE	2500	0%	0%
CFFWS03	WEB SERVICES 7.0	20000	25%	25%
A-LDAP	LDAP ADAPTER	7000	14%	14%
A-XMPIE	XMPIE EFFECT ADAPT	7000	14%	14%
BOOKASMB7	7.0 BOOK ASSEM LIC	5000	20%	20%
BOOKSBUP7	BK ASSMBLY BKUP LI	0	0%	0%
CPYRGHTM	COPYRIGHT MGMT	5000	0%	0%
CRDCDBUP	CREDIT CARD BU LIC	0	0%	0%
CREDITCD	CREDIT CARD	2700	19%	19%
DATAEXPT7	DATA EXPRT LICENSE	5000	20%	20%
DCTMKBUP7	DIR MKTG BCKUP LIC	0	0%	0%
DCTSMBUP	DRSML ADP BKUP LIC	0	0%	0%
DCTSMLE	DIRSMILE ADP LIC	1600	0%	0%
DTAEXPBU7	DATA EXPORT BACKUP	0	0%	0%
FFWSBKUP7	WEB SVC BKUP LICEN	4000	0%	0%
FOOTSWCH	FOOTSWITCH KIT	110	0%	0%
HAGENBUP	EFI HAGEN B/U LIC	0	0%	0%
INTEGVIPP	VIPP EMITTER	2500	20%	20%
LDAPBUP	LDAP BACKUP LIC	0	0%	0%
L-DRCTMK7	DIRECT MRKTNG LINK	5000	20%	20%
MRTBL	MAKE READY TABLE	1500	0%	0%
ORDCTBUP	ORDER CENTER BKUP	0	0%	0%
OUTPTW2	OM LICENSE FOR WIN	3000	0%	0%
PDF100LT4	PDF CONVERS TOOL	5000	0%	0%
PDFMAXLMT	PDF CONV MAX USER	15000	0%	0%
PROCESSM2	PROCESS MGR BACKUP	3000	0%	0%
SCANHW	SCANNER HARDWRE KT	100	0%	0%
SETLBL	PPS SET LABELING	5000	0%	0%
VIPPBUP	VIPP BACKUP LIC	0	0%	0%
WBCUSTBU7	SITE CUST BKUP LIC	0	0%	0%
WBSTCUST7	7.0 SITE CUST LICS	5000	20%	20%
XMPIEBUP	XMPIE BACKUP LIC	0	0%	0%

ZKEPTSCAN	PRODUCTION SCANNER	40000	100%	100%
-----------	--------------------	-------	------	------

Customer Education and Analyst Services **Prices for training and consulting services will be at the then current GSA rates**

All service pricing per current GSA schedule

**FIXED SPREAD
RATE (In decimal
form)**

36 Month Rate	12.00
48 Month Rate	12.00
60 Month Rate	12.00
72 Month Rate	12.00
84 Month Rate	12.00

Xerox reserves the right to offer a lower spread rate at time of transaction.

Xerox Print Services (XPS) Price List

<u>Offer Term</u>	<u>State of Virginia XPS Offer</u>	<u>Additional Offer Details</u>
Minimum Monthly Billing	\$500.00	Minimum Deal size is based on a minimum monthly billing commitment of \$500. Minimum monthly commitment is based on a no charge assessment of actual customer page volumes. The calculation for the monthly minimum is 90% of the assessed volume multiplied by the negotiated page rate as described below.
Ceiling Mono impression price for Networked Laser	\$0.02	The per impression ceiling rate for Black and White printed impressions run on networked laser printers
Ceiling Color impression price for Networked Laser	\$0.14	The per impression ceiling rate for Color printed impressions run on networked laser printers
Minimum % Assessed Volume	90%	
Mono Direct Connect Laser-Flat Rate/ month	\$25.00	The fixed monthly cost for Black and White Laser printers that are directly connected to a computing device (PC)
Color Direct Connect Laser-Flat Rate / month	\$45.00	The fixed monthly cost for Color Laser printers that are directly connected to a computing device (PC)
Negotiated Pricing Threshold - Minimum Monthly Billing	\$1,000.00	The minimum monthly billing amount which will enable negotiated per impression prices lower than the contract ceiling impression price.
Xerox Equipment (Xerox Phasers and Xerox MFDs)	\$5.00 flat fee per month per device	The additional monthly cost for Management services to be added to Xerox MFP devices purchased off of the state contract. Management services include features such as Pro-active service, 800-helpdesk, fleet reporting, etc. as described below

		<p>The above pricing includes:</p> <ul style="list-style-type: none"> - Target Fleet assessment to include definition of devices to be included in the contract and historical volume/cost analysis - Break fix services for all devices included in the contracted fleet. Break/fix includes on-site repair for parts/device failures incurred in the normal course of business operations. - Maintenance kits are included for devices included in the contracted fleet unless otherwise noted - Supplies to include toner and toner-related consumables - Shipping of supplies to the customer site - 1-800 Help desk services - Pro-active problem identification via management software - Regular fleet reports to include summary volume and device information - MACD (Move, Add, Change, Disposal) tracking - The installation/on-going operation of the Xerox software tool set on the customer's network for managing and monitoring the fleet is a mandatory requirement for an XPS solution. If the customer is unwilling to install the Xerox software tool set, then Xerox can still provide an XPS based solution. However, service levels and pricing may change and no longer be compliant with the ceiling prices offered in the contract.
--	--	---

Enterprise Print Services (EPS) Price List

	Xerox Proactive Management Services for NETWORKED printers service is a required component under the MPS Services offer from Xerox	
	Xerox Proactive Management Services is a set of deliverables to support your NETWORKED Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Proactive Monitoring, Volume Tracking, Monitoring status, Ordering supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer for Xerox devices and non-Xerox printers.	
	Configuration	Price
1	Xerox Proactive Management	\$11.75/device/month
	Xerox Managed Print Services for NETWORKED printers service is an optional component under the MPS Services offer from Xerox	
	Xerox Managed Print Services is a set of deliverables to support your NETWORKED Xerox and non-Xerox A4 printer fleet. Includes Consumables and Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers.	
	Configuration	Price

1	Xerox Print Services is a set of deliverables to support your NETWORKED	\$0.135 per Color page
		\$0.035 per monochrome page
<p>Xerox Managed Print Services for LOCALLY CONNECTED LASER printers is an optional component under the MPS Services offer from Xerox</p> <p>Xerox Managed Print Services is a set of deliverables to support your NON-networked Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Managing supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer, Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers.</p>		
	Configuration	Price
1	Xerox Print Services for NON-networked Xerox and non-Xerox A4 LASER printers.	\$46 per Color device/month
		\$26 per monochrome device/month
<p>Xerox Managed Print Services for LOCALLY CONNECTED INKJET printers is an optional component under the MPS Services offer from Xerox</p> <p>Xerox Managed Print Services is a set of deliverables to support your NON-networked Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Managing supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer, Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers.</p>		
	Configuration	Price
1	Xerox Managed Print Services for NON-networked Xerox and non-Xerox A4 INKJET	\$56 per Color device/month
		\$36 per Monochrome device/month
<p>On-site Support / DocuCare is an optional component under the MPS Services offer from Xerox</p>		

<p>Onsite first point of contact for Help Desk issues, Download and install printer drivers on end-user equipment, Perform printer mapping to PC as required, Escalate printer network issues to appropriate resource, Perform 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 SOW, Physical device management and control, Device Configuration (Enter IP address, scanning templates, User access levels. Scan to File/Email, etc...), Monitor/apply current patches, Non-Xerox device management as required, Perform remote device monitoring and remote solve (Xerox Device Management), Identify and promote Xerox Office solutions, may also include Provide leadership, coaching & feedback to help drive successful results to meet operational metrics and account SLA's and could include being responsible for the overall</p>		
	Configuration	Price
	Onsite Xerox associate dedicated to client support for fleet of 125 print devices.	Up To \$6,500 per associate per month
1	Price per Associate is presented as a 'Not to Exceed' pricing. Actual	
<p>Xerox Enterprise Print Governance Level 1 is an optional Xerox MPS Services component</p>		
<p>Xerox Enterprise Print Governance Level 1 provides software infrastructure on workstations or print servers which capture user print job information and the Xerox personnel and processes in order to provide tracking, reporting and chargeback capabilities, down to the individual user level. Organizations can review monthly reports to monitor and manage printing habits and encourage smarter printing choices. Aggregated information for usage patterns by output device, user and print queue level enable detailed reporting to allow management to see volume by individual user, usage patterns by time of day. Reporting also leverages print job and document metadata to show which types of documents are being produced and what printer features are being used, for example, duplex, color, N-Up, stapling, etc.</p>		
	Configuration	Price
1	Xerox Enterprise Print Governance	\$2.00 user per month
2	Xerox Enterprise Print Governance	\$1.00 user per month
3	Xerox Enterprise Print Governance	\$0.50 user per month

Xerox Enterprise Print Governance Level 2 is an optional Xerox MPS Services component		
<p>Xerox Enterprise Print Governance Level 2 includes the components of Xerox Enterprise Print Governance Level 1 and adds real time, software-enforced feedback to end users for organization print policies to encourage or enforce responsible printing. With scalable control, tracking and chargeback capabilities, organizations can monitor and manage printing habits, in real-time, to encourage smart printing choices. By analyzing print jobs and validating against organization print policies in real-time, organizations can track usage, encourage end-user decisions to support organization goals and control print activity across the enterprise.</p>		
	Configuration	Price
1	Xerox Enterprise Print Governance	\$5.33 user per month
2	Print Governance Level 2 support for	\$2.15 user per month
3	Xerox Enterprise Print Governance	\$1.08 user per month
Xerox Mobile Print is an optional Xerox MPS Services component		
<p>Xerox Mobile Print is a Xerox provided service which enables mobile users within your organization to use their email capable mobile devices or Blackberry/iOS/Android/Windows 7 smart phone to send print jobs to any networked output device in the Managed Print program, regardless of manufacturer. Mobile users can print using device compatible software client or simply send email with a supported document type from their mobile device and retrieve the print job pages from the selected output device either via an Extensible Interface platform (EIP) or non-EIP workflow. The Mobile Print workflows allow users to print via their mobile device while away from their computers regardless of where they are located.</p>		
	Configuration	Price
1	Xerox Mobile print support for up to	\$2.55 user per month
2	support for up to 1,000 users	\$1.25 user per month
3	Xerox mobile print support for up to	\$0.85 user per month
Livekey MFD Linkage is an optional Xerox MPS Services component		

Livekey is an integration platform that links Xerox EIP capable MFDs to organization Document Management systems or Xerox Business Process Outsourcing Services. The Livekey MFD linkage enables accesses from a Xerox EIP capable MFD to organization specific business processes to provides WSCA organizations with an enterprise capability to eliminate manual processes which are paper dependant, streamlines workflows using imaging as an active tool, lower labor costs for repetitive functions, delivers documents to decision points for real time productivity.

	Configuration	Price
1	Management MFD Integration for	\$0.0215 per image
2	Livekey Document Management MFD	\$0.02 per image
3	Management MFD Integration for	\$0.0188 per image

Livekey MFD Linkage with online Document Storage is an optional Xerox MPS Services component

Builds on the Livekey MFD Linkage and adds on the ability to store scanned document images to an online storage cloud. The documents are scanned at the EIP-capable Xerox MFD directly to the storage cloud with the option to add metadata to provide indexing or other workflow specific information and can be directly accessed via a web interface to allow indexing, validation or usage in an organization workflow.

Requires EIP-capable Xerox multifunction device

	Configuration	Price
1	Livekey Document Management MFD	\$0.0620 per image
2	Livekey Document Management MFD	\$0.0460 per image
3	Livekey Document Management MFD Linkage to online	\$0.0350 per image

Xerox Services Portal is an optional Xerox MPS Services component.

The Xerox Services Portal is a secured customer web portal that acts as a primary website for organizations with the Xerox Managed Services program. It presents customer facing pages to provide customers with a single place for all of their Managed Document Output Service needs including, but not limited to Submit and view Help Desk incidents for service or supplies; Read equipment documentation and How Tos; troubleshooting guides; Participate in surveys; view operational reports as csv, xml, pdf or excel formatted documents and Submit meter readings for non-networked devices.

	Configuration	Price
1	The Xerox Services Portal for MPS devices	\$3.00 per device per month

Xerox Consulting Services are optional Xerox MPS Services components.

Xerox Consulting Services provide two levels of support:

Sr. Consultant Level – This is to provide senior, strategic and/or management level services associated with delivery of Managed Print Solutions. These include project management, transition management, change management, implementation management and services management.

Consultant Level – This is to provide first line services including data collection, transition services, asset coordination, and implementation execution.

	Configuration	Price
1	Xerox Consulting Services	Sr. Consultant - \$125/hr
		Consultant - \$55/hr

EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Gerald Britt

Printed Name:

Gerald Britt

Organization:

Xerox Corporation

Date:

April 2, 2013

EXHIBIT H

Xerox

CATEGORIES WON

MFD Xerox

Segments 7 – 18

Color Laser Xerox

High Speed Production Xerox

Managed Print Services