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SAMPLE SERVICE LEVEL AGREEMENT

The purpose of this Service Level Agreement (SLA) is to provide an explanation of guaranteed service levels with penalties for failure to perform. This SLA utilizes a scorecard method that is reportable and measurable by the State of Nevada and Xerox. Should Xerox miss one or more of the targets flat rate penalties would be incurred. Service Level Agreements would be negotiated per State's participating Addendum. This SLA is an initial draft and is what Xerox is recommending for mutual acceptance; however select items may be negotiated should the State of Nevada find them unsuitable.

1 State of Nevada Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the State of Nevada with a defined replacement process for equipment performing below expectations.

1.2 State of Nevada Service Level Agreement

Xerox agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Fleet Uptime	98% or Better
Average On-Site Response Time	
Urban Response Time	4 hours
Rural Response Time	1 Working Day
Remote Response Time	4 Working Days
	80% of all service calls or better pending
First Time Fix	volume history remains consistence and inline
	with exceptions per product

Xerox' normal business hours are Monday through Friday from 8:00 AM to 5:00 PM, excluding holidays observed by either the State or Xerox. These service levels will be measured on a guarterly basis between Xerox Corporation and the State.

1.3 Calculation of Service Level Points

Once per quarter, Xerox will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart:

(This space left intentionally blank)

	Torget Level	Below Torget 1	Below Torget 2	Below	Below
	Target Level	Target 1	Target 2	Target 3	Target 4
		97.9% -	95.9% -	94.9% -	93.9% or
Average Fleet Uptime	98% or Higher	96%	94%	94%	lower
Possible Points	4	3	2	2	0
		Below	Below	Below	Below
	Target Level	Target 1	Target 2	Target 3	Target 4
Average On-Site Response					
Time (in Hours)					
Urban	4 or Less	4.1-5	5.1-6	6.1 - 7	7.1 or more
Rural	8 or less	8.1-9	9.1-10	10.1-11	11.1 or more
Remote	32 or less	32.1-33	33.1-34	34.1-35	35.1 or more
Possible Points	4	3	2	2	0
		Below	Below	Below	Below
	Target Level	Target 1	Target 2	Target 3	Target 4
	80% or Higher				
	*pending volume				
	history remains				
	consistence and				
	inline with				
	exceptions per	79.9% -	69.9% -	59.9% -	Less than
First Time Fix	product	70%	60%	50%	50%
Possible Points	4	3	2	2	0

These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service (expressed as a negative %).

1.4 Penalty Level

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 – 10	9 – 7	6 - 4	3 – 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

The penalty shall be awarded to the State of Nevada as a credit on the following period's service and supplies invoice.

1.5 Equipment Performance

Xerox guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Copier Segment	Quarterly Uptime
A and B	All	95%
C and D	All	95%
E	All	95%

Xerox agrees to repair or replace defective parts or equipment at Xerox' expense as long as the equipment is being maintained by Xerox under a maintenance agreement. The replacement equipment will be a like or similar product. If the maintenance agreement is cancelled or it is not renewed Xerox' obligation to repair or replace equipment ceases

In addition Xerox will provide a **Total Satisfaction Guarantee**.

If you are not totally satisfied with any Xerox equipment ordered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities. This guarantee will be effective for 3 years following initial Equipment delivery, unless the equipment is financed by Xerox for more than 3 years, in which event it will be effective during the entire term of Xerox financing (except for certain previously-installed models which receive coverage for one year). This guarantee applies only to equipment which has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance agreement.

This replacement policy will remain in effect for the term of the contract and is subject to the State of Nevada remaining current with supplier's payment requirements.

1.6 Additional Xerox Guarantees

1.6.1 Training – On site training will be provided in a timely manner on all devices where necessary. On-going training is supported through our training CDs, support web site www.xerox.com/support, and 1-800 number – 1-800-821-2797. All are available free of charge 24 hours a day 7 days a week.

Please note the Desktop Segment 2 offering training is provided via CD.

1.6.2 **Loaner Unit/Service Credit/Backup Production** —A loaner will be provided if equipment is not returned to service after three (3) business days. If equipment is not repaired within three (3) business days and a loaner is not provided, Xerox will issue a credit that is equal to 1/30th of the monthly maintenance component for each day beyond three (3) days that the equipment is not available for use

If production equipment cannot be returned to service within three (3) business days Xerox will make arrangements for the State to reproduce its work at Xerox' local demonstration facility.

If the demonstration facility is not available, Xerox will arrange to have the State's work produced by one of its local printing partners. Payments by Xerox for such work in any given month may not exceed the monthly base maintenance charge paid to Xerox as part of the monthly lease payment.

1.6.3 **Invoicing** – Xerox shall maintain timely, accurate invoicing, less service run impressions.

2 State and Western States Contracting Alliance SLA's

- 2.1 **Timely Reporting** Xerox will support WSCA requirements regarding reporting.
- 2.2 **Timely Payment of Administrative Fees** Xerox will support the payment for both any State Specific Administrative Fee and the WSCA Administrative Fee

Attachment H

MANDATORY QUESTIONS

Successful Vendors are required to fully answer all questions in the order listed below.

H.1 Distribution

H.1.1 For certain Participating States, there will be a requirement for the distribution of State ordered equipment to be installed, serviced and billed through local dealers only. Please describe your capability to meet this requirement on a State by State basis, including a full list of all dealers that fit the definition of local dealer. Additionally, provide color coded coverage maps of the local dealer coverage (green color coded), expanded dealer coverage (yellow color coded) and non-local dealer coverage (red color coded) for each Participating State. The delineation of the areas covered by the dealers should indicate the urban, rural and remote areas. For each Participating State, the Successful Vendor should be submitting three (3) maps at a minimum for the dealer coverage by category (local, extended local and non-local).

XEROX RESPONSE:

The Xerox response utilizes the Xerox Direct Sales Force as well as Authorized North American Agent Channel for distribution. Xerox Customer Service Engineers are direct employees of Xerox Corporation and service all equipment sold regardless of the distribution channel. Under the definition of remote areas, Xerox equipment is serviced by Xerox Authorized and trained service agents.

The overall coverage model of Xerox differs considerably from most of our competition. Xerox provides full Xerox direct and Xerox agent sales and support coverage in all 50 States. The coverage map located at the end of this section (Attachment H) is an example of the Xerox service coverage by zip code and manpower.

H.1.2 Is there a limit to the number of dealer/agents you allow in a location? If so, how is that determined?

XEROX RESPONSE:

The Xerox Authorized North American Agent Channel contracts with qualified and Xerox approved businesses as a means of distributing Xerox equipment and services. Each approved and Authorized Xerox Agency covers a specific geography defined by zip code boundaries. The approved and Authorized Xerox Agency must attain annual sales goals, customer satisfaction goals, There is no limit to the number of Agencies Xerox Corporation will approve for a given geographic location.

H.1.3 What steps do you take to verify your local dealer/agents are satisfying the terms of their dealer/agent agreement with you?

XEROX RESPONSE:

Xerox Corporation employs a direct infrastructure to manage the Xerox Authorized Agents within our indirect channel. The organization structure includes a local Vice President of the Region, Region Sales Manager. Since the relationship between Xerox Corporation and the local Authorized Sales Agency is under contract it is the sole responsibility of the local Xerox management to enforce Authorized Sales Agents contract compliance. There are quarterly reviews conducted with each Authorized Xerox Sales Agency and our Sales Agents are held accountable for business results, ethical conduct in their individual marketplace and contract compliance.

H.1.4 What process do you have for recognizing superior maintenance support by a dealer/agent?

XEROX RESPONSE:

Xerox has a variety of ways we recognize superior maintenance performance for our direct service representatives as well as dealer / agent service representatives. A few examples would be (depending on the product type), average response time, average mean time between service calls, percent of problems resolved on the first call, parts utilization, etc.

H.1.5 What process do you have for identifying and dealing with dealer/agent maintenance and service deficiencies?

XEROX RESPONSE:

Xerox holds its direct /dealer / agent service representatives to industry benchmark standards. When deviation from this standard occurs within a technician's individual territory or within a selected product family; intervention with corrective action processes are immediately brought into play. Xerox Corporation also reinforces a dynamic service escalation process from the service technician on the street to Xerox Corporation Service Engineers at second and third level support centers capable of diagnosing and resolving any customer's service problem.

H.1.6 What steps do you take to assure that the training of your dealer/agent service staff is current?

XEROX RESPONSE:

All Direct / Dealer / Agent service personnel through Xerox Service Management adhere to a managed training calendar. New hires are trained and certified by Xerox Corporation Service Training Staff.

H.1.7 What is the certification process for your dealer's service technicians?

XEROX RESPONSE:

All Xerox and Dealer / Agent service technicians receive continuous training. Some training is self paced and web initiated and some training is practical application and occurs at the local service site, training centers, or in Leesburg, Va.

H.2 Pricing

H.2.1 Given the anticipated growth of this contract, will the respondent provide additional discounts for the entire contract based on higher volume targets? If so, what are the additional discounts and at what volume levels?

XEROX RESPONSE:

Xerox is providing the most aggressive pricing based on the overall opportunity available. However, depending on the actual quantity ordered, mix or bundling of equipment and accessories, a hard order can present a possible discount which can only be determined on a case by case basis.

For the following products in Group C-E (X700, Nuvera 120, Nuvera 144, 6204P, 6279P) discount opportunities are possible based on volume ordering, bundling, copy volume, current promotions as well as trades. Discounts can't be pre determined without specific details, but Xerox will utilize any available flexibility at the time of request.

H.2.2 Does your proposal include an Upgrade/Downgrade option? If so please describe this option including: the minimum fleet size this option would be available to; the percentage of a fleet that could be upgraded or downgraded; and at what point within a lease or rental that this option would be available.

XEROX RESPONSE:

The cancelable rental option offers complete flexibility for upgrading or downgrading without penalty.

Xerox also has a longer term rental (up to 60 months) available that would provide lower payments, but have a 6 month termination fee of the base amount. It would offer upgrade/downgrade capability and is available upon request.

Also, the end user may replace leased equipment prior to lease expiration by paying off the remaining lease balance without any added prepayment penalties. Normally, the existing lease balance is satisfied or reduced through a trade-in allowance. If the trade-in allowance is not sufficient to pay off the remaining lease balance the remainder can be added to the price of the incoming equipment and refinanced over the term of the new lease.

Please note that the end user has the option to add functionality and capability to existing leased equipment at anytime through the addition of optional software packages or hardware accessories. Any such added software or accessories will be financed over the remaining term of the lease agreement.

H.2.3 Please describe any additional offered options.

XEROX RESPONSE:

Xerox is offering multiple service alternatives on many products. Depending on usage patterns, the various plans (base and overage or copy allowance) could offer a lower overall service cost for the end user.

H.2.4 Describe you methodology for calculating the lease rate, the margin that will be guaranteed over the life of the contract and the published source that the rates are being indexed to.

XEROX RESPONSE:

Xerox proudly offers a wide array of leasing options through an in-house leasing program designed specifically to support its World Class Document Solutions. With this in mind, Xerox uniquely provides a single vendor solution for your equipment, service, supplies and leasing needs. The proposed Xerox Leasing alternatives have been developed utilizing a margin based offering rather than a lease rate factor structure. However, in an effort to respond to the bid specifications, we have provided effective lease factors for your consideration."

The pricing presented offers a fixed factor for the 5 year term. The value to WSCA is that the lease schedule pricing for all new orders is protected and will not change. It is also the same for subsequent orders which will also have the same rate for their full contract period which could result in a fixed rate for up to ten years. As new products become available, we will offer equal or better offerings to WSCA. The fixed rate program offers more guaranteed price security and assists end-users with long-term budgeting

H.3 Technology

Successful Vendors are instructed to answer all questions as completely as possible and to indicate if any particular feature, capability or option is available on all equipment offered as well as the Successful Vendor's complete product line.

- H.3.1 Please describe your firm's proposed software offerings for each of the following categories:
 - H.3.1.1 Advanced Scanning Software

XEROX RESPONSE:

Xerox is offering two different advance scanning solutions to address both the technical and/or financial aspects:

- 1. Scan to PC Desktop in both a Standard and a Professional version
- 2. Smart Document Travel

SCAN to PC DESKTOP

Scan to PC Desktop, for a device to de-skew and de-speckle scans as well as provide functionality to scan to searchable PDF files and scan to Microsoft applications such as OCR text with formatting (if applicable). There is a Standard version and Profession version available. Scan to PC Desktop pricing is included under the Advance Scanning Software on pricing sheets A and B. This software (Scan to PC) would allow "advanced" capabilities such as format conversion and creating fully text searchable PDF file.

Key Features

- Scan to PC Desktop components:
 - Nuance PaperPort® scanning, organizing, and sharing software
 - Nuance OmniPage® document conversion (OCR) software
 - Image Retriever software
 - PDF Converter Professional software (Professional version only)
 - PaperPort Personal Scanning Platform software (Professional Workgroup Edition version 9.1 only)
- Personalize your Xerox EIP-enabled MFP scanning menus directly from the desktop (Professional Workgroup Edition version 9.1 only)
- Automated Image Acquisition right to the desktop
- Automatic conversion to fully text searchable PDF, using OCR (Professional version only)
- Convert old paper documents into editable Microsoft® Word and Excel files
- Easily integrate with Enterprise Content Management systems like Microsoft SharePoint or Xerox DocuShare
- Complete PDF workflow. No proprietary formats used
- Instantly convert PDF files into documents, forms, and spreadsheets that look just like the original; complete with text, columns, tables, and graphics (Professional version only)
- Fast, reliable and affordable way to turn all of your PC documents, drawings and images into industry-standard PDF files (Professional version only)
- Create secure PDF files for sharing and archiving with password and permission control (Professional version only)
- Transform paper-based business forms into fillable PDF forms (Professional version only)
- Flexible software licensing arrangements

When using the products 5632, 5645, 5644, 5665, 5665, 5675, 5687, 7328,7335, 7345, 7655, and 7665 you can scan directly to searchable PDF without having the above software as those units have Embedded OCR included.

Only the professional version when used with an EIP-enabled Xerox device, can allow a user to start a scan at the Xerox device and have it appear at the desktop as a Microsoft Office document. Only Professional allows you to also OCR PDF, TIF, and other image files from the desktop.

Standard does not allow you to scan directly to a Microsoft Office document directly from the Xerox device or to OCR PDF files from the Desktop. The Standard version does allow you to OCR TIF files and other image files from the desktop. Please see a comparison chart detailing capabilities of both Standard and Professional in Part I Technical Proposal Appendix J - Software

SMARTdocument TRAVEL

Xerox's SMARTdocument Travel - powered by NSI AutoStore platform is built to capture both paper and electronic documents from any source, independent of the device, letting users leverage their existing equipment and work seamlessly in a mixed environment. The same strength is applied to processing and routing/distribution features that make this solution unique in the market.

SMARTdocument Travel, and in some cases eliminates, the need for learning new procedures on different equipment (i.e. MFP, desktop scanner). The cross-platform approach enables customers to keep their procedures consistent by following the same scanning processes regardless of the MFP they use. The SMARTdocument Travel suite of products enables users to capture both paper and electronic documents from any source and route them anywhere. This approach enables both small and large companies and departments to fully utilize their investments by operating in a mixed environment.

SMARTdocument Travel (SDT) Complete Solution Portfolio

The flexible architecture of SMARTdocument Travel allows customers to utilize many components of the solution. Listed below are the available solution components, as identified in the price book, with brief descriptions.

SMARTdocument Travel Express - powered by NSi AUTOSTORE

SDT Express Contains is an entry level product delivering basic solutions to SMB and departments. Express includes many of the unique features of AUTOSTORE and more than satisfies the basic needs of any organization that wants to better manage their paper document workflow.

Smart Document **Travel Workflow** – powered by NSi AUTOSTORE

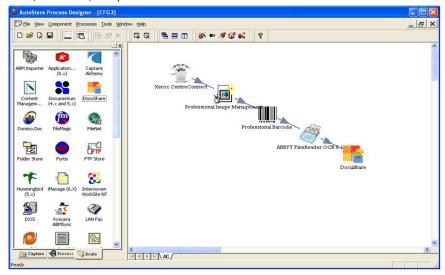
SMARTdocument Travel Workflow is a full blown capture and distribution solution that support s all industry requirements combined with full clustering and load-balancing.

This solution captures both paper and electronic documents from virtually any source and in any format. Advanced modules make this the ultimate content capture software to optimize resources and reduce business operating costs.

Xerox Smart Document Travel User Interface Screenshots - powered by AUTOSTORE

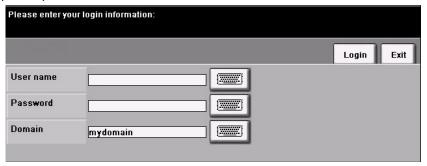
A - Process Designer

An administrator creates a server based capture workflow using AutoStore process designer an administrator creates a server based capture workflow using AutoStore process designer. In this example a user will scan with a Xerox MFP, conduct image clean up (behind the scenes), read barcodes, enable a full test OCR and release into DocuShare (this could also be any other backend system such as Documentum, FileNET, OnBase, etc.)



B - End User Interface at the MFP Panel with the embedded SMARTdocument Travel solution

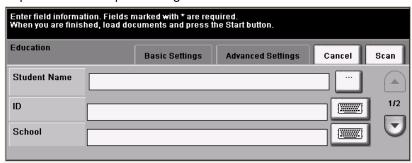
Step 1 - Optional User Authentication



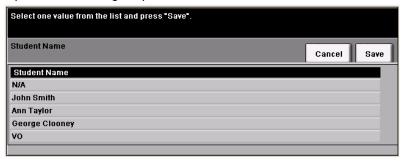
The authorized document/form categories are displayed in the menu. The user selects, with a simple touch of a button, which process to initiate.



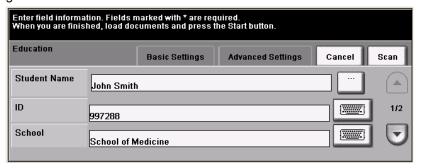
Based on the document type selection the user is then presented with the required, and optional, index fields. Manual data entry, drop down lists and database lookups can be accomplished with the panel integration.



Example of an indexing drop down list, as referenced above



Once the document is indexed or defined it is then submitted to the pre-defined process using NSi Autostore.



SMARTdocument Travel SMARTicket - powered by NSi AUTOSTORE

Summarizes the entire document processing and routing instructions onto a single "smart" paper or electronic coversheet which can initiate personal predesigned workflows.. Eliminates tedious manual indexing and improves compliance and audit trails.

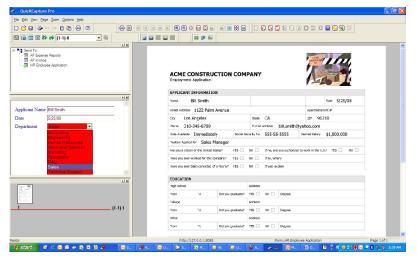
SMARTdocument Travel WebValidation - powered by NSi AUTOSTORE

Allows users to conduct QC and validate index information in a web based interface - does not require client software to be loaded on the PC

SMARTdocument Travel OpenForms - powered by NSi AUTOSTORE

OpenForms provides a complete and intuitive forms recognition and invoice processing system. It combines with SMARTdocument Travel or SmartTicket to analyze forms and extract data from structured and semi-structured forms which reduces errors from manual keying and sorting.

SMARTdocument Travel Quick Capture Pro - powered by NSi AUTOSTORE



QuickCapture Pro allows easy integration of PC scanners into the business workflow system. This solution integrates with SMARTdocument Travel Express, SMARTdocument Travel or SMARTicket. Scanned documents are captured directly from a desktop scanner or MFP, and routed into your workflow and document management system - ideal for high-volume processing where speed and reliability are paramount.

QuickCapture Pro – customizable interface and database look up capabilities, automated document

separation and "point & click" OCR capabilities make this desktop scanning application feature rich and easy to use.

SMART document Travel SCANcart - powered by NSi AUTOSTORE

SMARTdocument Travel SCANcart is a full-service document scanning solution that uses a mobile high-speed scanning station to index, scan, and electronically route paper documents to an internal or removable drive. This is ideal for back file conversions.

SMARTdocument <u>Travel Touch</u> - powered by NSi AUTOSTORE

SMARTdocument Travel Touch is an external, all encompassing, scanning solution that connects to an MFP or TWAIN based scanner. It includes a full keyboard and a 17" monitor. The easy to use interface allows users to scan, view and index documents while taking advantage of SMARTdocument Travel's robust functionality. The external device can connect to the devices through a USB cable, thus not requiring its own network drop.

User Interface - Log In Screen, QC Mode (append, insert, delete), Index Mode



SMARTdocument Travel Touch

- Touch Kiosk scanning solution
- Works with TWAIN-enabled scanners and MFPs
- Scan, index, preview documents and archive documents to repositories
- Easy-to-use and requires little training



Advanced Scanning Software (for Groups A and B) – "Advanced scanning software shall enable a device to de-skew and de-speckle scans as well as provide functionality to scan to searchable PDF files and scan to Microsoft applications such as OCR text with formatting (if applicable). Advanced scanning software may be internal to the copier, external software to be utilized on desktop computers or stand alone devices that are attached to the copier. In the case of standalone devices, the software must share a network drop with the copier and not require an additional network drop for its functionality."

IMAGE CLEAN UP

The proposed SMARTdocument Travel Advanced Scanning Software has various image clean-up capabilities. These include, but are not limited to:

- De-Skewing automatically straighten scanned images
- De-Speckling removes specks from black and white images, such as FAX transmissions or scanned documents.
- Double Sided Processing
- Single Sided Processing
- Brightness
- Contrast
- Resolution
- Thresholding
- Hole Punch Removal removes hole punch marks from a black and white image, that is most likely is the result of a scanned document. This will remove hole punches that may be located at either top, bottom, left or right side of the image.
- Black Border Removal remove black borders from black and white images, which are often the result of scanned documents where the paper document is smaller than the resulting scanned image.
- Character Smoothing smooth out the bumps and fill in the nicks of a black and white image and characters
- Line Removal remove horizontal and/or vertical lines in a black and white image.
- Dot Removal find and remove dots and specks of various sizes. It is similar to the despeckle option but allows more control as to which dots to remove.
 Certain images might have larger dots that would not be removed by the despeckle option.

PDF Creation

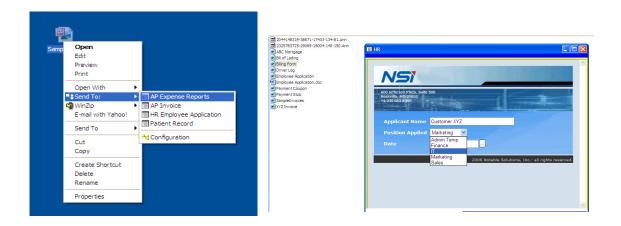
The proposed SMARTdocument Travel (SDT) Advanced Scanning Software has out of the box capability to produce, on output, PDF's, full text searchable PDF's and many other file formats, including but not limited to:

- PDF / PDF-A
- Full Text PDF
- TIFF
- JPG
- Word
- Excel
- PPT

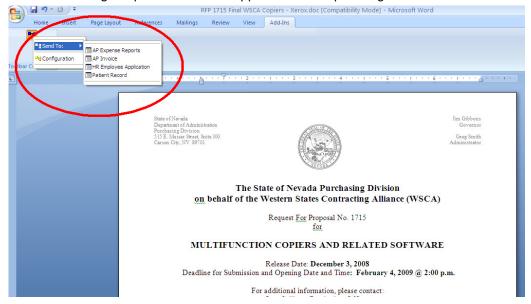
Microsoft Office Integration

The proposed SMARTdocument Travel Advanced Scanning Software has the ability to meet and exceed the requirements for releasing full text PDF's into Microsoft. SDT has a full integration with SharePoint as well as can integrate workflows into the MS Office suite of products on the desktop. In the case of the Desktop Productivity pack, this component is a Windows Desktop component that is installed on each desktop machine to capture any electronic file via a right-click of the user, or through Microsoft Office integration. The desktop component (AutoCapture) allows users to process electronic documents in the same manner with the same user experience just as if they were scanned at the panel (embedded software) of the device.

Example #1 – right click and "send to process". Index prompts are presented for the user to enter values, if required or desired.



Example #2 – Process embedded into MS Office applications - Includes Word, Excel, PPT, Visio, Outlook and more. This allows users to easily submit documents without having to open the external application and uploading the files/documents.



Wide Format Group E:

Scanning Data to a Mailbox

Selecting features - You must specify the destination of the scanned image data before scanning can begin. Select the desired features on the [Scan to Mailbox] screen as needed. Features such as File Format, Document Type, Compression settings, and image quality can be selected here.

Scanning to Printer

The Scan to Print feature generates a proof print or copy of the scanned document.

Scanning to the Network

This feature allows you to submit scan jobs to up to 16 File Transfer Protocol (FTP) destinations and remote printers. These destinations are set up on Web Printer Management Tool by the system administrator. Once they are set up, you may select the destinations on the [Scan to Network] screen.

H.3.1.2 Advanced Scanning Interface Software

XEROX RESPONSE:

Xerox is offering two different solutions based upon user requirements:

- 1. Xerox SMARTsend
- 2. SMARTdocument Travel

Xerox SMARTsend is a complete document capture, conversion and routing solution that simplifies information management by allowing users to quickly, easily and securely share hardcopy information.

Key Features

- Send documents to multiple destinations in one scan:
 - Email addresses
 - Microsoft network folder
 - Novell Netware folder (version 5.x, 6.x)
 - FTP folders
 - Microsoft Exchange 2000 Web folders
 - Web URL
 - Printer
 - Document repositories:
 - DocuShare 3.x, 4.x, 5.x
 - Domino (version 5.x or 6.0)
 - Domino.Doc (version 3.1)
 - Microsoft SharePoint 2001, 2003, 2007
 - Hummingbird DM 5.1.0.5 (optional)
 - Interwoven Worksite 8.0 (optional)
 - Documentum 5.2.5.SP3 (optional)
 - Livelink Enterprise Server 9.5 (optional)
 - Tower TRIM (optional)

- Scan into industry standard formats like TIFF, PDF, and JPEG.
- Vary scan file formats by destination. For example, with SMARTsend Pro one scan can send the document as a text-searchable PDF to a repository and as a Microsoft Word document to an e-mail address.
- Direct access to email addresses available via company address-book
- Add indexing information (metadata) to any scanned document for quick search and retrieval in your content management system
- Scan to, or print from, a repository (SMARTsend Pro version) directly from the user interface of an EIP-enabled multifunction device. Repositories can include Xerox DocuShare™, Microsoft SharePoint, and Windows folders
- PaperWare scan cover sheets (SMARTsend Pro version) enable destinations to be modified at the point of scan
- Multiple scan confirmation methods (printed or e-mail)
- Built on Microsoft.Net architecture for seamless integration into your existing network
- IT friendly. Easy for SAs to install and maintain. Leverages network user profiles for security and easy access. There's no need to set up individual users.
- Easy to use. Workflow Wizards provide users with an easy, step-by-step workflow creation capability.

SMARTdocument Travel

Our second offering is SMARTdocument Travel which provides integrations into over 25 Electronic Document Management (EDM) solutions on the market today including those in the RFP as listed below:

Advanced Scanning Interface Software (Groups A and B) – Advanced scanning software shall enable copier devices to scan to EDM software including Documentum, FileNet, OnBase, HummingBird and Microsoft SharePoint. Additionally, the software shall enable an end user to enter indexing fields for the EDM system that will be passed to the system along with the file. This class of software shall have interfaces authorized and updated periodically by the EDM manufacturer. Advanced Scanning interface software may be internal to the copier or stand alone devices that are attached to the copier. In the case of standalone devices, the device must share a network drop with the copier and not require an additional network drop for its functionality.

Documentum (D5, D6 AX) Integration

SMARTdocument Travel has integration paths into Documentum D5, D6. This integration is used to store information of any kind of data including text, graphics, scanned images, even sound and digital movies into company repositories called Docbases within the Documentum system. Each Docbase stores two kinds of information for each document:

Document Content - the file you create using applications such as word processors or spreadsheets.

- Metadata, or properties the properties of descriptive characteristics, such as the document's type, format, title.
- This component allows:
- Storage of documents within the Documentum system.
- Instantiation of custom components; Documentum custom component are invoked to perform additional custom processing on stored documents.
- Dynamic folder path creation. This enables the path to be set at runtime and if the folder path does not exist then it will be created.

Using the Component

Examples of common business cases:

The multi-functional devices are configured with a Documentum button, where pressing this button, images are scanned and then stored in a designated path in the Documentum System.

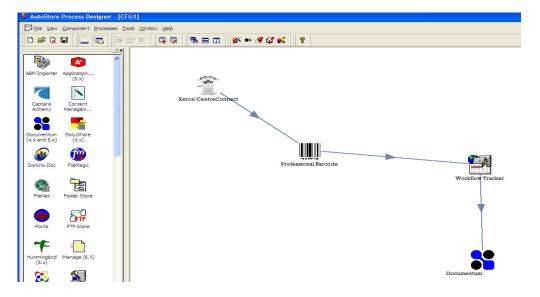
SMARTdocument Travel also integrates with Documentum's **ApplicationXtenderTM** solution. ApplicationXtenderTM has robust and comprehensive security to protect sensitive business information. Access to information within applications can be limited, which can further protect confidential information. In addition, user privilege security is provided so that users can be restricted from performing specific functions.

ApplicationXtender[™] provides comprehensive electronic file management capabilities and supports a wide range of electronic content, which provides users of this component the opportunity to use content creatively and flexibly to enhance core business activities.

The following is a list of features that this component provides:

- Secure your user name and password.
- Select an application that you will store the documents into.
- Set the Title/Subject/Author/Keywords/Comments associated with your documents.
- Place the document into a gueue for further processing.
- Set the Field Values of the application that you selected.

This component can process any file type such as TIF, BMP, RTF, PDF, HTML.



FileNET integration

FileNet is a store (Route) component which provides full integration with FileNet Image Server and FileNet Document Server. This component provides the full capability for routing documents and index data into FileNet libraries, classes, and folders. Dynamic mapping using Runtime Replacement Tag (RRT) values provides ability to map all available index data extracted from a document or captured from users to be stored into FileNet repositories. Integration with FileNet document security is also provided by the component. The security integration allows assigning users and groups that will have permissions for accessing documents routed to FileNet, and setting access levels for these users and groups.

Note: For this component to work with FileNet Image Services the following software should be installed:

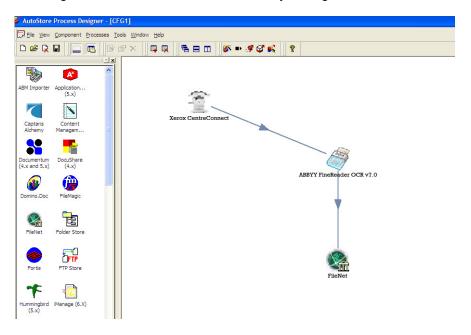
- On the FileNet machine: Image Services, release 4.0.0.
- On the Server machine: IDM Desktop 3.3, build erk400.155.

For work with FileNet Content Services the following software should be installed:

- On the FileNet machine: Content Services 5.4, 5.3, or 5.2.
- On the Server machine: IDM Desktop 3.3, build erk400.155;
- FileNet Client Library: Integration Build Release "yu400.030" (includes FileNet CS 54x Client Libraries "yu400.030" and FileNet CS 3x client Libraries "yu300.109").

The FileNet component is used to store documents and field values in FileNet document libraries. The following features are provided:

- Connect to FileNet with desired user name and password
- Select the desired FileNet document library and folder to store files into
- Assignment of FileNet class properties to the files
- Add field values to documents
- Allow access to specific FileNet users and groups, which is provided through integration with FileNet document security settings



OnBase Integration

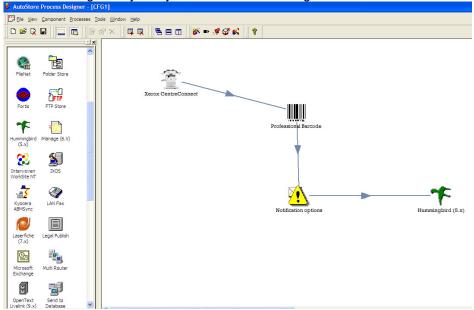
Hyland has written an integration component for SMARTdocument Travel to route documents and data into their repository. They fully support and develop the integration so that multifunction and other capture devices can easily route documents and data to their repository.

Hummingbird Integration

SMARTdocument Travel allows users to store documents into the Hummingbird Enterprise content management system, where records are identified or searched for, by using database queries. The component can run on a client machine that has access to the Hummingbird DM server.

The major features of this component are:

- Select the library that you want to use.
- Select the profile you want to use.
- Any document or image file can be input to this component.
- Direct device connectivity: Allow your uses to archive important documents by
 pressing just a few buttons on a scanning device. Use the Hummingbird
 component to directly connect various devices such as digital copiers, desktop
 scanners, production high-speed scanners (see OneStep with fast scanner
 driver support), desktop files and other types of files to back end Hummingbird
 DM.
- Batch Import Server: Use this component along with Poll Directory to create batch import directories, where files read in from various directories can be imported directly into backend Hummingbird DM.
- Uniform Capture Process tools: Create capture business rules that dictate how your corporate content is captured into back-end document management system using our process designer tools.
- Connect email files to back end DM: Use the POP3 email or SMTPCapture to connect email content and archive all emails within a inbox or all emails sent to an SMTP gateway into your back-end Hummingbird DM.



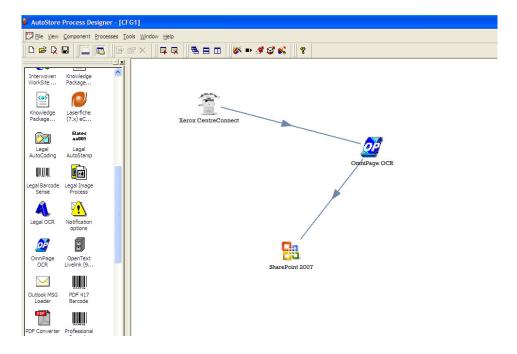
Sharepoint 2001/2003/2007 integration

AutoStore has native integration with Sharepoint/MOSS. AutoStore treats all repository connectors as "route" components. All meta data can be mapped to available fields inside of each repository.

SharePoint 2007 component allows sending files to SharePoint 2007 server and assigning necessary properties to the sent files. The component also allows creating list items such as Issue, Task and so on and adding them to some list of the SharePoint2007 server. The component gives an opportunity to set access rights to routed documents and list items. The only difference between SharePoint 2007 Route and SharePoint2007 Process component is that SharePoint2007 Process component has one additional field in the General tab (activate) which is not available for the Route component. The component was designed for using with Microsoft Office SharePoint Server 2007 created on basis of Windows SharePoint Services V3. This component provides:

Provide the general SharePoint2007 information (Server, User name, Password, Site, Document Library, and Folder Path) to specify where to insert the documents into.

- Create list items and add them to the specified list of the SharePoint2007 server.
- Add properties or fields to the routed documents and list items.
- Provide user with permissions i.e. access rights to the routed documents and list items.
- Rename routed document with the schema name using RRTs.
- Overwrite documents with the same name. The routed document is written to the specified path as a new version of the existing document with the same name if such functionality is available for the specified document library.
- Overwrite list items with the same field values of the fields indicated as key fields.



Wide Format

Xerox AccXES Client Tools comes with unlimited user licenses.

H.3.1.3 Simple Accounting Software

XEROX RESPONSE:

Xerox offers two standard features to accomplish the Simple Accounting Software request for groups A & B detailed on page 31 of the RFP No. 1715.

Xerox Standard Accounting monitors not only the document pages your office produces but also who produced them. Network administrators and IT managers can enable Xerox Standard Accounting through the Centre Ware Internet Services Embedded Web Server to manage access and gather data for print, copy, scan and fax output — black-and-white

All Xerox Standard Accounting components are embedded in the device's controller and print driver. The Xerox multifunction device and print driver contain everything needed to integrate Xerox Standard Accounting with network printing, so there is no software to load on your network.

After enabling Xerox Standard Accounting, users easily and conveniently interact with the solution right from the device's user interface or from the print driver. The administrative tools are clear and straightforward:

- Enable and disable the Xerox Standard Accounting feature using CentreWare Internet Services or at the device user interface
- Add, delete and manage accounts
- View, print or export reports
- Create and manage user, group and general accounts
- Set user limits for device features (copy, print, fax and scan), including color limits
- Simplify enterprise deployment by cloning Xerox Standard Accounting settings and
 user accounts to other Xerox devices Xerox Standard Accounting also gives you a
 simple yet effective way to enhance network security, by limiting access and
 tracking use of your multifunction device.

The second is **Xerox Page Accountant** an additional piece of free software. With the added capability of Xerox Page Accountant[™] companies can easily control access to this advanced digital equipment — allowing them to unleash the persuasive power of color while better managing its costs.

Simple to install, implement and use, Xerox Page Accountant allows system administrators to define color output quotas for authorized users. The solution also provides basic accounting and simplified reporting on total usage — essential to achieving Smarter Document Management™ of printing expenses. For even more powerful print tracking and document insight, customers with Xerox Page Accountant can easily transition to fully featured version of Equitrac Office. Xerox Page Accountant can change the way organizations view color printing, taking it from an expensive ad-hoc solution to a well-planned company-wide strategy.

Benefits at a Glance

- Tracks total output of prints and copies by user
- Effective desktop control of access to color output
- Reduces waste
- Manages output costs
- Simple installation and configuration
- Runs as an application on any PC, no dedicated server required
- Easy interactive user and device reports



For more information please go to www.xerox.com/software

Wide Format Group E - Job Accounting

Job Accounting provides a means of tracking all usage for copy, scan, and print jobs with User ID and Account IDs. It is an optional feature on the Wide Format Print Systems.

Job Accounting has three modes:

- Enabled When Job Accounting is set to Enabled, users must provide a valid User ID and Account ID to copy, scan, or print. Media usage and Scan System usage data are logged to the specified user/account.
- Disabled When Job Accounting is set to Disabled, users can copy, scan, or print in the normal manner without entering account information. No media usage is logged.
- Optional When Job Accounting is set to Optional and users enter User ID and Account ID, media usage for jobs is logged in the same way as when set to Enabled. Media usage for jobs without user and account IDs is logged to a generic user/account. Jobs with invalid IDs are printed with an error page.

To set the Job Accounting mode, you must use the printer control panel, the Scan System control panel, or the Web Printer Management Tool. The System Administrator creates user IDs and Account IDs with the FreeFlow Access Account Management Tool (or another external job management tool) installed on a workstation connected to the network.

The data that is created by using the Account IDs and User IDs is stored in the job log file in the printer's controller. An external account server, such as the Account Management Tool, retrieves the data.

H.3.1.4 Advanced Accounting Software

XEROX RESPONSE:

Xerox can offer a variety of solutions to meet this space. We are proposing Equitrac, our preferred partner, to meet the requirements for advanced Accounting Software. Equitrac offers to versions Office and Professional.

Equitrac Office provides end users with a secure, convenient and mobile print workflow while controlling costs and simplifying administration of your output fleet. Equitrac Office enables single sign-on access to devices and services, personal print queues to maximize document security and mobility, and rules to create cost-effective printing behavior.

Key Features

- Track how printers and copiers are being used and by whom
- Analyze which devices are being over- or under-utilized and recognize peak usage periods
- Allocate expenses (bill-back) by department, cost center, project, or client
- Control who can use certain devices, how they use them, and how much they use them
- Integrate seamlessly into your current IT infrastructure. Works with all your networkable printers, copiers, and multifunction devices
- Scale from small, single-user sites up to multi-location enterprises with thousands of devices and users
- Extensible Interface Platform-capable Xerox devices enable these Equitrac Office features:
 - Secure, mobile printing allows users to release their print jobs securely at any EIP-enabled device
 - No additional hardware is needed because user ID and billing code entries are made directly on the Xerox user interface
 - Monitor, measure, and manage printing costs to enforce color quotas and other print/copy rules as well as to track and report on usage costs by individual, department or other user grouping – all by leveraging the same user ID data utilized to access your Xerox device

<u>Equitrac Professional</u> printer accounting software helps professional firms capture, allocate and recover all of their client-billable expenses. Equitrac Professional is available as both device-embedded and terminal-based software.

Key Features

- Software-based capture, costing and reporting of all client-related expenses including copy, print, scan, fax, phone, research, courier and catering
- Automatic, near real time, exchange of client/matter and expense information with all leading time and billing (T&B) systems
- Web-based exception editing to review, correct or approve charges from anywhere
- Page-by-page tracking and cost recovery of color output
- Follow-You Printing™ with Secure Document Release
- Definable print rules and least cost routing
- Xerox device-embedded and terminal-based solutions available
- Crystal Reports XI report generator with over 100 summary, detailed and total activity reports by network user and device
- Standards-based, vendor-neutral, unified and centralized, system for network printer management and complete cost recovery

Value Proposition

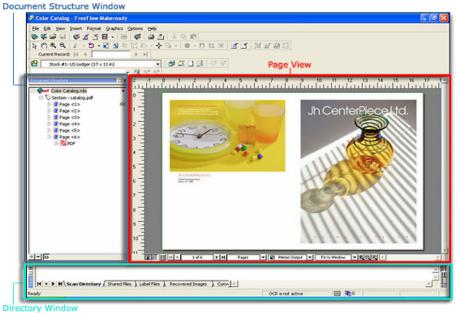
- Security and Confidentiality: Documents are output only when users authenticate themselves or provide payment at the device.
- Simplified IT: Centralized administration, pro-active fault detection, and timely error notification cut IT resource requirements, improve service levels, and reduce printer-related help desk calls.
- Improved productivity and convenience: Follow-You Printing[™] lets users release documents at any networked device, anywhere throughout the organization and across servers.
- Extensive reporting capabilities: Make more informed decisions with the insight delivered in summary, detailed, and total activity reports
- Improved color management: Easily control who may print to color devices, for what purposes, and how much output they may produce
- A better environment: Reduce waste, conserve resources, and achieve your organization's sustainability objective

For more information please go to www.xerox.com/software

H.3.1.5 Make Ready Software

XEROX RESPONSE:

FreeFlow MakeReady is a sophisticated software suite loaded on a Windows XP operating system. It provides the essential production interface used to build documents in preparation for printing. This feature-rich and robust system enables all electronic pre-press activities such as hard copy scanning, import of electronic files, and powerful editing at time of need. The WYSIWYG (what you see is what you get) system makes the set-up of complex jobs simple. All paper selections, tabs, covers, media types/sizes, rotation, imposition, and scaling, etc can be applied and the Make-Ready workstation. If the file is a print ready file with no edit required; the quick print function will move the job to the printer and apply features via the production print FreeFlow feature or a print driver via Windows Print.



Value: FreeFlow MakeReady provides you with an easy and intuitive user interface for page layout, editing, and proofing that minimizes training and reduces errors.

Because digital and printing technology is changing at an ever faster pace, print shops must move quickly to keep pace. FreeFlow MakeReady provides workflow automation that enables printers to leverage their existing processes with a solution that supports:

- Easy integration of hardcopy with FreeFlow Scanner 665
- Automatic generation of job tickets to save time and improve accuracy
- Decreased errors with drag-and-drop job composition
- Ability to see the effects of each keystroke with a WYSIWYG interface (WYSIWYG interface lets operators see the results of each action)
- Tabs made accurately and easily with advanced tab programming
- Ability to add variable data to enable document personalization
- Powerful imposition and light table registration features for books and manuals
- Ability to make changes late in the prepress workflow
- Automation of the time-consuming tasks required to get copyright permissions and track the royalties involved in course pack applications (option)

The FreeFlow MakeReady workstation is configured with the FreeFlow Scanner 665, which provides a high level of image quality, automatically and at production speed.

Key Benefits of the FreeFlow Scan 665:

- Productive scanning
- Optimized image quality
- Intelligent image technology
- Sophisticated image quality control
- Automatic document clean up features
- Preconfigured templates
- · Paste/merge from clipboard or shared image files
- Convert PDF bookmarks to RDO tags
- Color enablement
- ICC Profiles

Key FreeFlow MakeReady Features and Benefits:

Editing - Image Enhancement

FreeFlow MakeReady users have an array of editing tools to assemble, edit, enhance, and repurpose documents. A variety of editing tools provides these capabilities to operators.



- Enhance images with automatic front to back alignment, despeckle/deskew, image registration and hue and saturation controls
- Import and edit color images
- Enhance images that are too light, too dark, or have poor contrast
- Add watermarks; merge items and annotations
- Perform trapping
- Resize or reposition images; flip or rotate images

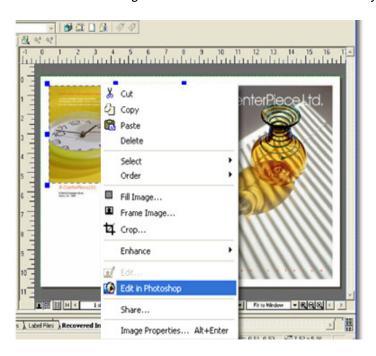
Value: Because FreeFlow MakeReady provides a comprehensive set of software tools, the operator can perform late stage edits right in the FreeFlow MakeReady application, saving time and possible errors

Full Integration with Photoshop

Adobe Photoshop™ can be used to enhance or manipulate scanned and imported images. Here's how it works:

- A photo in the document requires some complex editing (e.g., changing some colors, or moving or deleting an object in the image)
- The operator can make changes from within the FreeFlow MakeReady application using Photoshop
- Photoshop is fully integrated into FreeFlow MakeReady so, for example, the operator can track changes and 'undo' edits made with Photoshop

Value: Instead of having to go back to the customer, who would need to re-shoot the photo or make changes in the source file using a separate graphics editing application, the operator can make changes from within the FreeFlow MakeReady application.



Document Assembly

Operators use the Document Structure window to build documents.

- The Document Structure window displays the sequence and hierarchy of document components.
- Each type of document component is depicted with a unique icon.
- Operators have instant access to any document component with just a click of the mouse.
- It's easy to make edits to text and graphics on individual pages, or to move, delete and add pages to the document.

Value: Customers can assemble and manage a complex document created from a variety of file formats.

Electronic Light Table



The Electronic Light Table feature offers precision control over front-to-back alignment. Operators actually "see through the page" and make adjustments easily, ensuring excellent, consistent registration. Customers in the commercial print and prepress arenas appreciate this feature with book publishing and newsletter applications.

Value: The Electronic Light Table offers precise control over front-to-back alignment for a range of book publishing applications like booklets, catalogs, and manuals.

Tabs

Value: The FreeFlow MakeReady Tab feature simplifies the printing process by making it possible to print the complete job without having to insert preprinted tabs or collate them in a separate offline operation.



Automated Tab Annotation and Programming

FreeFlow MakeReady also offers a range of options when it comes to programming tabs—features like: automated tab annotation, automated annotation tracking, bleed tab programming, horizontal tab programming, and tab sequence order selection.

Custom Tab annotation allows users to insert tabs with customized text. Users can specify the text, font, rotation, and orientation for each tab.

Xerox FreeFlow MakeReady is a fully integrated suite of Xerox and third-party partner products that empower prepress operators with a wide range of practical and versatile capabilities to prepare jobs for production.

<u>Input</u>. <u>Build/Edit</u>.. <u>Output</u>

Value: Because FreeFlow MakeReady offers a comprehensive set of make-ready features, jobs can be completed more accurately and more quickly.



Value: Automating sophisticated tab production provides more options for customers who want to use tabs to organize content. For example, a customer can print on two-ordered stock paper and use unique annotation lists for each tab set. Customers have a great deal of control as to how the tabs can be programmed for printing

The FreeFlow Platform also provides the <u>Common Printer Administration</u> tool that enables all software modules to use the same print paradigm, tools, and processes from wherever they are in the FreeFlow environment. The customer site only needs to maintain one database of printer information. Previously, each user had to define printers for each FreeFlow application in use. For example, if a site had five users who each were using three FreeFlow applications, printer information would have been entered fifteen times across the site. With a common Printer Administration tool, this information is only entered once.

FreeFlow 6.0 provides the ability to integrate with commercial off-the-shelf repositories including: DocuShare (previously supported), SharePoint (previously supported in FX only).

FreeFlow MakeReady integration with each third-party repository supports:

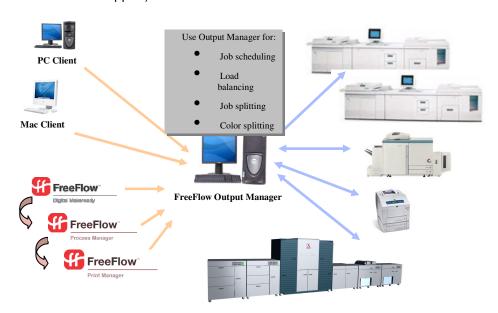
- Retrieval of content such as images, files, set labels, and data merge text files
- Insertion of content into an RDO for prepress processing
- Printing and file capabilities including accessing multiple versions of a document and allowing management of renditions

Value: FreeFlow MakeReady provides additional options for repository management to provide flexibility and integration with customer environments.

H.3.1.6 Production Management Software

XEROX RESPONSE:

FreeFlow Output Manager addresses the needs of the Publishing and Print-On-Demand environments and improves operator productivity with its robust management capabilities by automating and streamlining the production control process. Utilizing a Web-based GUI, Output Manager manages the flow of documents through production more productively than ever before. It provides a single point of control for all electronic printing enabling operations to monitor and manage all jobs with one easy-to-use GUI (with multi-vendor support).



Output Manager includes job scheduling to meet tight production time windows such as first in first out, round robin, time scheduling, priority scheduling and attribute matching. Output Manager includes load balancing to address capacity and asset utilization requirements, such as job splitting, color splitting and copy splitting capabilities for robust cluster printing. To enable customization of workflow, Output Manager provides automated job characteristic matching to printers and event notification. Output Manager can be set up to automatically queue and distribute jobs with little or no operator intervention. Operators need only monitor the process, manage any conflicts, and change the priority of selected jobs, if desired. Easy job management tools enable operators to use a flexible Job Manager to change queues, modify job priority, provide ticketing, and control hold / release status. And the Job Proof option offers a review of the job prior to production.

Customer wait time is reduced through automatic job routing, efficient scheduling, and job splitting. The automatic job routing feature, along with efficient least-busy scheduling and job splitting all result in faster response time to customers. The store, reprint and resubmit options enable operators to quickly meet requests for direct reprinting and reprinting with modified job attributes. The Hot Folders feature provides customers with an easy way to submit jobs to a network-mapped folder, right from their PC. The Hot Folders can be customized to direct jobs to specific queues where default properties are assigned based on pre-defined user requirements. All of these factors will result in better customer service.

The Output Manager can also serve as a central repository for jobs and document data. Output Manager software is able to receive the job, designate jobs to printers based on attribute matching, split the job, schedule the job, submit the job to a controller queue for RIPing, and monitor the complete flow of jobs all the way to the output stage. The Output Manager provides full Web client control of jobs, printers, and queues. Any shop running three or more production printers can benefit substantially from the job management capabilities of Output Manager. Job Splitting can be based on copy count, page range, documents (job may consist of a number of documents), color, B/W, or an integrated color and b/w. By using software that enables multiple production printers to function as a single integrated system, print shops are assured of efficient production schedules and better use of existing resources.

The Output Manager server is positioned between job submission applications and the production printers and licenses an unlimited number of printers. Using a Web-based client, operators can easily monitor and control their print floor from any location connected to the Web. The Remote print shop control functionality enables access through a PC browser enabling print production to be monitored and controlled from remote offices or home locations. Output Manager also offers customers the ability to manage job processing via customized scripting. Pre and post processing scripts link workflow to the power of other applications. The user interface for each queue allows quick selection of pre-written scripts. In addition, the file structure and programming for Output Manager support the placement and use of scripts in job processing. Scripts can analyze each job file for attributes and transform the files or add data based on those attributes. Furthermore, scripts can solve unique problems: transform files, add variable data, combine documents, send completion emails, track production data, etc.

Operators can use Output Manager to exercise complete control of job scheduling and printer selection. With its job scheduling, load balancing, and job-splitting features, Output Manager can ensure that jobs are sent to printers that are available for duty and appropriately sized for the job at hand. Output Manager offers several desirable features that are not available with many other solutions in the industry today such as hot folders, queue level management, queue scheduling and priority support, attribute matching, scripting of pre and post- process functions and job splitting. Even a "lights-out" approach is possible, enabling the Reprographics Center to schedule jobs and printers without any operator intervention. FreeFlow Output Manager enables improved flexibility, faster turnarounds, higher productivity and it ensures the best in asset utilization and capacity planning. Furthermore, the FreeFlow Output Manager full job ticketing capability (automatically) including JDF support.

Output Manager supports the following Xerox families of printers, as well as generic LPR and IPP printers: DocuTech, DocuPrint, DocuColor, Nuvera, Xerox 4110, Xerox 4112/4127, Document Centre and WorkCentre including DocuSP, Fiery and Creo Digital Front Ends (DFE's). Output Manager fulfills all of the requirements requested within the RFP on a fully automated basis.

Xerox FreeFlow Output Manager also provides support for multifunctional and hybrid devices. Output Manager enables users to scan jobs on multifunctional devices and send to production to promote efficiency or address special finishing needs. Full job ticketing capability is supported.

H.3.1.7 Any additional proposed offerings

XEROX RESPONSE:

The FreeFlow framework is a platform consisting of both Xerox and Partner software and services. They are designed to automate business processes and streamline workflow to remove costly bottlenecks and pain points within the document life-cycle.

Xerox FreeFlow Modules (in addition to MakeReady and Output Manager-Production management software) are Process Manager, Print Manager, Variable Data, and Webto-Print.

Xerox also provides FreeFlow Optimized Partners for Automation, Color Management, Data Stream Transformation, Variable Data Print – Personalized Communications, Promotional-Transactional Print, Composition, eBusiness/Web-to-Print, Emerging Markets, Print on Demand/Publishing Output Management, Wide Format and Finishing. Partners that are designated "Optimized" for FreeFlow are tightly integrated with the Xerox FreeFlow framework. Xerox FreeFlow SDKs are a set of development tools that enable a software engineer to create integrated applications for Pre-Press, Press, Photo, and Variable Information components of workflow. They are designed for ease of use, and include sample code, access to system emulators, and supported behavior interface documentation.

There are over 100 Xerox partners that provide best in class workflow software. They include companies such as EFI Fiery, RSA, Now Docs, Adobe, Acom, Atlas, Lyterod, XPert Image, xmPie, X-Rite, Press-Sense, ASE, Meadows, Elan, Objectif-Lune, Omtool, PageFlex, Emtex, RSA, Solimar, BARR, NearStar, Elixir, iPro, Streem, Verity, Kofax Image Products, CREO, Prinergy, XL Print, ASE, American Printware, LRS (Levy, Ray, & Shoup), Neopost, Pitney Bowes, GMC software, Dell, Group 1, Equitrac, BBH (Bowe, Bell & Howell), Avanti, NEPs, Duplo, CP Bourg, Kern, Lasermax Roll Systems, Epic, Info Seal, Stralfors, Challenge, Plockmatic, Horizon, and Moore Wallace.

Simple Online Submission Software with Now Print ASAP

The NowPrint® platform enables printers to extend their products and services to customer's desktops over the web. With its print preview technology, the best PDF conversion engine on the market and a WYSIWYG document builder including tabs, NowPrint helps organizations retain their existing customers, win new customers, and decrease costs through automated production and business management tools.

The NowPrint® application is the fully featured application which can be deployed either as a licensed software product (customer hosts the technology) or as a service/subscription (NowDocs hosts the technology). The NowPrint platform has been operationally successful in the marketplace since 1999, scaling between the smallest community college In-Plant to the largest retail print providers in the industry.

NowPrint Core Advantages

Platform Advantages

The print industry is obviously in a state of flux – there are no signs of settling any time soon. A web-to-print solution has to be sitting on the right fundamental architecture in order to grow. The NowPrint architecture is a true ASP (Application Service Provider) built from the ground to host and manage large scale deployments with thousands of users and hundreds of print centers.

Print Purchasing Advantages

What causes you the most operational delays? Reliable file delivery - NowPrint has the industry's best server side PDF conversion engine; scalable, accurate, and fast, with a per page preview as part of the dynamic document builder. Provide access to the PDF and the native file at the print center. Print products are not all alike; e-commerce of print products has to be configurable. NowPrint allows you to create custom workflows (e.g. 2-step catalog order workflow vs. 4-step document upload workflow). Extensible and configurable workflows enable you to grow as new print products evolve.

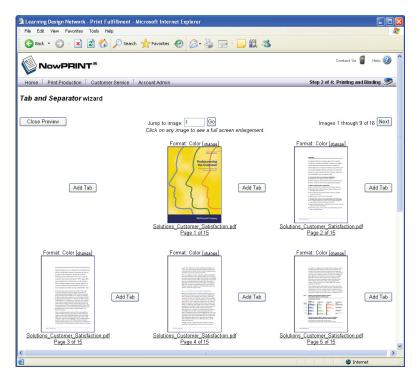
Print Production Advantages

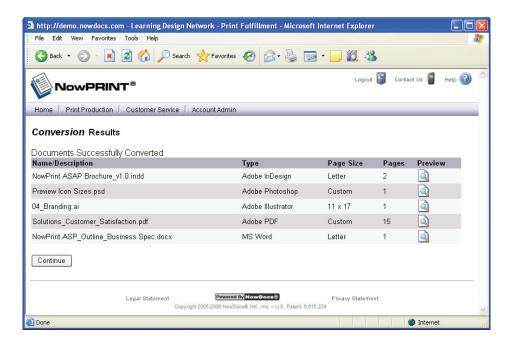
The NowPrint platform is output engine agnostic. We provide print-ready PDF's and access to the native file for output on any output device. We can send Xerox XPIF, JDF, KDK, PDF and PostScript. We also have the ability to configure the communication method to the output device (UNC, LPR, or FTP).

Administrator Advantages

The NowPrint Platform allows granular segmentation of your customers. You control the NowPrint Master Account where you can set defaults and determine global settings. Under the Master Account you can create unlimited Corporate Accounts which in turn can have unlimited Groups and Users. The segmentation of your customers allows you to provide unique e-commerce applications for your diverse customer base including unique URLs, pricing, and production selection.

Customer is provided with a document preview at the page level, including production instructions and dynamic tab creation.





NowPrint's PDF File Conversion Engine enables your customers to provide print-ready PDF's from the latest applications.

Deployment Options

• NowDocs Hosted (ASP) / Software Subscription Model.

Product Workflows

- Documents via File Upload with online specification and pricing.
- Document Libraries (per customer), including fulfillment/warehousing (pull from inventory).
- Personalized Products including both versioning (single record) and personalization (multiple record).
- Adobe PDF JobReady print driver initiated e-commerce.

E-Commerce Options

- Dynamic pricing including component based price calculations, set pricing, customer specific pricing.
- Credit card transaction support through PayPal's PayFlow Pro, requires the printer setup a merchant account.
- Regional tax settings, tax nexus settings (where you do business), calculates based on ship to address.

Digital File Handling

- Select and upload multiple files at once, customers get clear communication about upload progress and PDF conversion progress.
- Automatically detects source application, page size, and page quantity.
- Industry's best PDF Conversion Engine supports the latest native application versions (MS Office 2007, Adobe CS2), and .ZIP files!
- Personal File Cabinet (users) and Shared File Cabinets (groups).

Production

- Manage orders via system dashboard
- Output automation using Xerox XPIF, JDF, KDK, or Postscript.
- Easily transfer orders between print centers for engine optimization.

Business Management

- Cost calculation at the item level compare price vs. cost at item level.
- Inventory tracking of your items (supplies: paper, finishing, etc...).
- · Manage your vendors for purchasing and outsourcing.
- Track and manage Purchases Orders (POs).

Advanced Online Submission with WebCRD Pro

Product Description

WebCRD is available in three configurations – specifically designed to best align with customers' changing needs: Base, Pro, and The Enterprise System. Each WebCRD configuration is complete with features which maximize productivity for both the end user and the print center including multi-site, PDF workflow, automatic native file conversion, skinnable application profiles, Web Services, Form/Catalog Order, Data Import, personal document archive, reorder, PDF Forms data collection, and Enterprise functionality.

WebCRD Pro is the complete, comprehensive solution that enables job submission and management of workflows, while directly driving production from submission through printing, finishing, and shipping. WebCRD Pro offers a 100% automated workflow, from Web to Production Print. With the implementation of WebCRD Pro, a customer has the flexibility of adding incremental optional modules to their workflow as their needs grow and/or change.

Configuration Feature Highlights:

All features in WebCRD Base are included in WebCRD Pro including:

- Web submission with job ticket specification
- · On-line Job Status and email notification
- Archival and reprint of jobs
- Reports
- Proxy Ordering
- Form/Catalog Ordering
- Approval Authority
- SSL support
- Configurable Login and Portal pages

Plus, WebCRD Pro additional features:

- Auto-Ticketing Workflow
- Dashboard
- AutoFlow™
- Two printer definitions



Auto-Ticketing Workflow

The WebCRD Auto-Ticketing Workflow streamlines print production by automatically creating printer specific electronic job tickets from customer-supplied information. Once a destination printer is selected, a printer specific job ticket is automatically created and the job is sent directly to selected printer. No need to manually create a job ticket. This reduces operator intervention, eliminates potential errors and improves print center productivity. Jobs can be managed, tracked, and moved through each stage in the production process – and in the end, all activity is reported enabling validation of service level commitments. The Auto-Ticketing workflow is perfect for the customer that needs highly functional production management, tracking, and reporting. The Dashboard alone adds robust planning capability to the Auto-Ticketing workflow – allowing for proactive planning within the print center with a view of all jobs in the production phases.

Dashboard

Print Production has been enhanced with a configurable Dashboard summary page that provides an overview of orders and jobs within the production phases. The Dashboard displays configurable categories which summarize the orders/jobs currently in Print Production and allows for filtered views so that you can see a specific view of the print center activity. A print production operator can see the status of the jobs within the production facility and better forecast workload, impressions, jobs, paper, etc and plan proactively instead of reactively.

AutoFlow

WebCRD Pro can be configured to automatically flow orders that match specified characteristics through the default print production steps and, if desired, automatically assign jobs direct to printers for immediate production. AutoFlow enables print managers to customize and streamline the print production workflow. An unlimited number of AutoFlow rules can be defined as needed to control the flow for specific users or for all site users, based on as many conditions as desired (control rules are site-specific). The result is a tremendous increase in print center productivity. Defined jobs can flow from user order/submission direct to printers without operator intervention!

Reports

Simplify chargeback, cost allocation, and management with data extract reports spanning user defined timeframes. Use the Reports function to create production activity reports for all WebCRD users, via CSV extract. Spreadsheet-format reports can be opened directly in Microsoft Excel, Access, or in any other CSV-enabled application. For Enterprise-wide reporting, upload the extracted file (CSV) into your Oracle, PeopleSoft, or ERP system.

Proxy Ordering

Extend control through proxy ordering -- allowing authorized users to place an order on behalf of another user and have the order appear in that individual's archive for reorder The system tracks the actual user placing the order (proxy orderer) as well s the target user. Typical uses include allowing a manager's assistant to order documents on their behalf, or for the Production or CSR staff to submit an order for a user who is unable to place an order for themselves.

Form/Catalog Ordering

Use WebCRD Form Order to order existing standard forms, documents, and other non-print items quickly and efficiently. Search for items to order by item name, form number, and multiple keywords (if configured at your location).

Approval Authority

Enable designated approvers to review/modify/approve orders for selected users with Approval Authority. Designated approvers are granted the authority to approve, modify, or reject orders for groups of users assigned to a predefined Approval Group. Documents may be reviewed for appropriate content, particularly for uploadable (adhoc) documents. Small-value orders may be placed without approval if desired, reducing Approver workload (note: order thresholds require the Job Cost Estimating Module). Email notifications alert Approvers when orders are pending, accelerating the approval process.

SSL Support

WebCRD supports secure browser-to-server communications over the Internet via SSL. The customer must purchase, provide and install their server-side SSL certificate from a third party certifying authority.

Configurable Portal and Login Pages

The Portal and Login Pages bring a unique messaging and branding capability to WebCRD which allows for a truly customized ordering experience. Apply your organizational branding to WebCRD, or create your own look and feel with its rich Administrative toolset — the possibilities are endless.

The Portal Page provides users a simple way to locate frequently-ordered files, documents, or items in addition to an advanced search capability. Controlled access is enforced, allowing users to view and order only what is permitted. It can serve as the gateway to features within the application, tailored to order placers. The Portal helps users find what they need, all from a single screen, while offering the flexibility of configuring the look and feel to that of their enterprise. The Portal can showcase static, TBO and ad-hoc documents available for order as well as external system links to launch corporate and other applications, inline links that can display external content, news, stock quotes, etc. Users will only see the catalog items that they have rights to order. In addition, every user or class of users can be assigned a specific Portal interface, to provide them with relevant corporate or organizational branding, colorization, and content.

The Login Page serves as the location users log into the system. The new customizable Login Page is flexible and easy to configure by Administrators, enabling organizational branding with a specific enterprise logo, color scheme, and messaging — "you can now skin-it yourself". The Login Page is a communications gateway that enables an enterprise to convey relevant information to both active and potential users of WebCRD.

Customers can tailor all aspects of customizing their Portal and Login pages including web design, layout, and image placement through utilization of web technology standards. Using the intuitive web-based controls, the WebCRD Administrator can control the basic layout, background colors, text sizes, ink colors, add & remove links, and more. WebCRD offers added capability to customize these pages in more advanced way such as extensive layout changes not available using the Administrator tools, changing border styling for content regions, changing fonts, button styling, or link styling, and support for custom interactive behavior. For more sophisticated requirements, RSA's Professional Services team can be engaged. There may be an additional charge for this service.

H.3.2 Can the proposed equipment print in a dynamic or fixed naming environment?

XEROX RESPONSE:

Groups A & B- Yes - assuming DHCP (Dynamic Host Configuration Protocol) or a STATIC IP address.

Group C – Yes – both the Xerox 4112 and the Xerox Nuvera family have this ability.

Group D – Yes – the DocuColor 252, 260, and 700 have this ability.

H.3.3 Can the proposed equipment's SNMP broadcasting be turned off?

XEROX RESPONSE:

Groups A & B- All the proposed equipment for segments A & B have the capability to enable or disable SNMP through the embedded webpage of the device.

Group C – Yes – both the Xerox 4112 and the Xerox Nuvera family have this ability.

Group D – Yes – the DocuColor 252, 260, and 700 have this ability.

Group E – Yes, the Xerox Wide Format products have this capability.

H.3.4 Can the meter reading process be automated through an electronic means? If so, please describe.

XEROX RESPONSE:

Groups A & B- Xerox offers various methods for ensuring that you have a simple process to use that adheres to your meter reading schedule. Making your meter reading process as convenient as possible is our objective. Choose one of these meter reading options:

- Automated meter readings from your equipment directly to Xerox, using our MeterAssistant software.
- Web access at www.xerox.com/accountmanagement with an online form or spreadsheet
- E-mail submission notification
- Automated telephone service
- Fax submission notification

Our premier option, MeterAssistantTM, offers an automated process where networked Xerox machines are configured to report meter reads for you without any manual submission on your part. This offering improves accuracy and productivity, and reduces the costs of manual collecting and reporting. For more information, see: www.xerox.com/accountmanagement and click on SMart eSolutions – MeterAssistant.

Once your online or MeterAssistantTM account is activated, the system begins to develop your Meter History, a feature that provides you with comparative submission information that you can check against your invoice. You can check costs to justify your usage and monitor your inventory. The Meter History function provides three reports:

- Usage: Calculates equipment usage between invoice periods
- Submitted: Shows the history of reads that you have submitted
- Billed: Shows the meter reading values used to calculate your invoice
- Xerox continues to develop ways to help our customers do great work. Our four options for submitting meter reads ensure that your work processes are both productive and efficient as you manage your document production equipment.

Our Web meter read process allows you to electronically submit meter reads for Xerox equipment. This method also enables you to create, save and manage your equipment list.

The Web submission process provides either an online form for a few machines or a spreadsheet for large number machines. Both options are easy to use with prompts for your convenience.

As an additional service, Xerox automatically sends an e-mail reminder when your readings are due plus reminder notices before the billing cycle ends based on your contracted schedule.

Online registration is easy and your security is ensured once you create an online password for your account. To maximize security, each piece of equipment on your list is assigned to only one person in your organization. We can automatically send you an e-mail submission notification with blank fields provided for your meter counts. After entering your information and following the prompt to submit, the meters are validated and any errors are e-mailed back to you for correction.

Unlike the Web submission method this simplified approach does not offer batch updates or the meter read history reporting. To register contact: Meters.Registration@Xerox.com

You may also directly submit your meter readings by submitting an email to submitread@xerox-meterreads-us.com

Xerox's automated telephone service (800-891-8405) gives you the option to use the telephone to call in your meter readings with voice-activated prompts to guide you easily through the process of submitting your meter counts. We also offer the option to submit your meter readings via fax. With this option, you will receive a pre-populated fax form listing all equipment that is currently due for a meter reading. You can complete the form with the necessary meter readings and fax it to the number shown at the top of the fax form (800-588-9650).

Please refer to **Part III Appendix 1 Xerox E-Support** for detailed information or www.xerox.com/accountmanagement for more information on the Xerox e-Support and e-Commerce Offerings which provide quick, handy and secure means of doing business with Xerox.

Groups C & D have this capability. The 4112/4127 family and the DocuColor family have Automated Meter Read (AMR) capabilities. SNMP is also supported for monitoring capabilities in addition there is a CentreWare interface for real time checking of machines status. If you put the IP address of the unit into a Web Browser it will open a window that will allow one to check all status on the machine(s) and help diagnose any issues.

The Nuvera meter reading process can be automated through electronic means utilizing Printeract. Printeract, Xerox Remote Services, provides an optional online connection service for supporting your print system and resolving problems. This is a NO COST option. The only requirement is a TCP/IP connection.

This optional integrated service offers:

- Ongoing data analysis to identify potential problems
- Automated meter reads with Meter Assistant
- Ability to monitor service codes
- Ability to automatically download pending licenses for DocuSP

For complete information on Remote Services, refer to the **Printeract Remote Services Documentation in Part I Technical Proposal, Appendix J - Software**

Group E - Wide Format: Meter reads are viewable through the web browser.

H.3.5 Does your proposed equipment have a universal print driver? If so, please describe this driver and any advantages it offers as well as any loss of copier functionality.

XEROX RESPONSE:

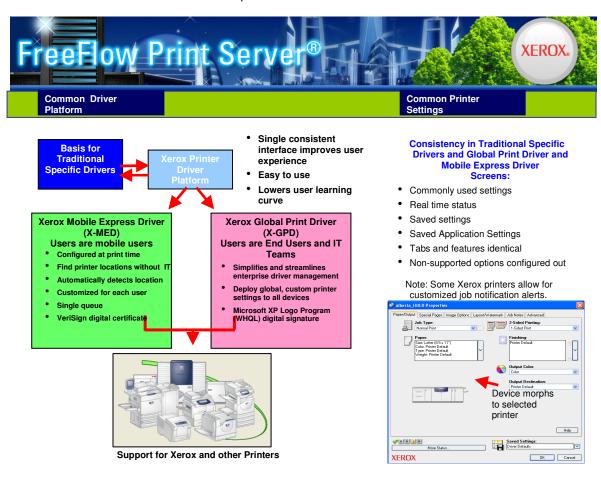
Yes for all Xerox products. Xerox has a universal print driver, the Xerox Global Driver, available in either PCL or PS versions. The Xerox Global Print Driver significantly reduces IT involvement and eliminates the need to download individual printer drivers for each product. This truly universal printer driver lets users print to virtually any printer or multifunction printer—even to those made by other manufacturers. These drivers also support 100 percent of the feature sets of most Xerox printers.

In addition, these drivers provide users with a consistent single interface for all printers, with real-time, dynamic reports of printer status. As a result, users can easily identify the best printer for their needs, quickly choose the correct options and see updated consumables status without the assistance of IT.

Some benefits of the Xerox Global Print Driver are:

- Streamlines driver management
- Lets IT managers qualify, deploy, and manage all print devices on the network using a single driver.
- Greatly simplifies replacing or updating network print devices:
- Just plug in the new device and give it the same IP address as the old printer (or redirect the port). The Xerox Global Print Driver automatically discovers the device and updates users' feature options. No re-qualification or reinstallation necessary.
- Automatically associates a new device with the appropriate print queue.
- Reduces IT costs
- Fast and easy installation of new devices improves IT efficiency.
- Truly universal; supports Xerox and non-Xerox printers, PCL and PostScript.
- Lets IT establish global application print settings such as monochrome- only or duplex printing, improving control over printing costs. For example, Microsoft Outlook printing can be defaulted to Black and White so that printed mail notes which include a blue URL or a color user logo are not printed as an expensive color page.
- Reduces end-user training and support costs.
- Improves end-user experience
- Quick installation; users can immediately use the driver without requiring IT assistance.
- Users only see the devices they're allowed to access.
- Users see real-time printer status from a single, familiar interface, reducing the need to offer training when new devices are deployed.

- The user interface shows most-used features on the first tab, so users can
 easily find and select printer options.
- Lets users save personal settings for each printer and application
- The print driver has an embedded fax driver built into the single piece of software compared to most competitors that not only have a unique print driver for each device but also a unique fax driver piece of software. This saves both end user and IT from having to load and launch multiple pieces of software from each desktop.



For more information please see the **Print Driver Platform White Paper included** in the Part I Technical Proposal Appendix K

Group E - Wide Format

There is no universal driver for wide format but it does have the Microsoft signed driver.

H.3.6 Please describe your equipment's secure print capabilities/functionalities including secure virtual mailboxes.

XEROX RESPONSE:

Groups A & B- Secure Print is a standard feature on the print driver, so no extra time/effort is required by IT to enable. Secure print is not available on the M20I. At the print driver, it is accessed via a drop down menu. The end user is asked to input a 4-10 digit pin prior to submitting job. At the device, end user will release the print job by inputting the same pin. The job will be held at the device for 24-72 hours until it is released or auto-deleted.

Another form of Secure Print is what Xerox calls Follow-you-print With Secure Access in place; users can securely release print jobs at any device in their printer environment by swiping their ID card. Users have the option of submitting print jobs to a secure print queue, then printing them at their device of choice. This system minimizes document output costs and hard-copy waste, since users print only what they want and collect everything they print.

For Groups C & D:

4112 - Secured print or mailbox can have up to 200 users each with password protection.

Nuvera – Production printers do not have "mailboxes". They can utilize multiple queues on the printer and/or "hot folders" for controlling receiving and holding/releasing jobs.

DocuColor 252, 260, and 700 - Member Printing: Secure printing limits the use of the Fiery to authorized users and allows them to track the usage of the Fiery's and printers. You can set up a Fiery on a network and remain confident that only authorized users can print to the Fiery.

Printing Security consists of:

- Secure Disk Erase (option)
- SNMPv3
- IP Sec
- 802.1x
- · SSL/TLS
- User Authentication
- IP Filtering / Port Blocking
- IPv6

Group E - Wide Format

The Scan to Net mailboxes can be configured with passwords. The printer controller has a data overwrite option.

H.3.7 Does the proposed equipment have a network device monitoring system? If so, please describe the software's capabilities to perform Meter Reads, Active Alerts (Error Codes, Low Consumable Levels, etc.), device installation, device management and device monitoring across the entire fleet (where connected to a network).

XEROX RESPONSE:

Yes. Xerox Centre Ware® Web (CWW) device management software is an innovative office software package that discovers, installs, configures, manages, monitors, and reports on the SNMP compliant networked printers and multifunction devices in the enterprise—regardless of manufacturer. This is available via FREE download at www.xerox.com. This will work with all SNMP configured devices, not just XEROX.

Operation of CentreWare Web (CWW) is through the Web-browser, such as Microsoft Internet Explorer v6.0 or 7.0 with latest service packs. As such, no client software is required for access to CWW, and any network connected PC capable of running IE6.0 or 7.0 can be utilized. CentreWare Web features a built-in alert detection system and through customization of alert severity levels, it has the capability to send an e-mail message to an appropriate user when certain conditions exist in the devices being monitored. CentreWare Web provides a clear and concise status of all networked printers, with the ability to group printers in a way that best fits the network environment. Printer status conditions can be displayed and configured to meet specific account needs.

Directly from CentreWare Web, the print administrator can:

- Discover and manage network connected printers
- Install and manage local and remote print queues
- Install Windows printer drivers for single or multiple printers
- Monitor printers and print servers for status and alert conditions and notify users (via e-mail) when faults occur
- Initiate troubleshooting tests on single printers (or multiples in a group) and display the results
- Upgrade printer firmware
- Gather and report on printer status and information

Through its reporting capability, CentreWare Web can provide the following information:

- · List of all printers found in the enterprise
- Report of printers that need attention
- Summary of print volume across an enterprise, summarized by printer and queue

For more information please see www.xerox.com/software

Groups C & D - each have a network device monitoring system. Please see the Printeract Remote Monitoring System for the Nuvera Family Location? and the CentreWare Web for the 4112 and DocuColor families defined above.

Group E - Wide Format

No network device monitoring.

H.3.8 Does your equipment possess the ability to disable features individually (e.g. scan to email) on the local control panel and/or through the network administrator controls?

XEROX RESPONSE:

Groups A & B – Yes - Individual features can be enabled or disabled through the device user interface and/or the embedded webpage of the devices with administrator access.

Group C – Yes – both the Xerox 4112 and the Xerox Nuvera family have this ability.

Group D - Yes - the DocuColor 252, 260, and 700 have this ability.

Group E - Wide Format has this capability through the Administrative account.

H.3.9 Please describe the proposed equipment's security features and options including: H.3.9.1 Network Connectivity Kit

XEROX RESPONSE:

Groups A & B - Xerox devices proposed in Groups A & B are network connectable right out of the box using industry standard protocols. They are built with network controllers that meet Common Criteria Certification for network security. No additional Network Connectivity Kits are required

Groups C & D - The Xerox 4112 – Integrated controller comes standard with a 10/100 MBTX/sec Ethernet card supporting TCP/IP, SNMP, SMB, Novell IPX, AppleTalk and IPP. It is IPv6 compliant. Frame types supported are:

- Ethernet II specification
- IEEE802.3 specification
- IEEE802.3/IEEE802.2 specification
- IEEE802.3/IEEE802.2/SNAP specification

Nuvera - FreeFlow Print Server controller comes standard with Ethernet interface (10/100BaseT; 1 GB) which is IPv6 compliant. Supports TCP/IP, SNMP, SMB, Novell IPX, AppleTalk and IPP. The Xerox FreeFlow Print Server enables multiple security levels, all based on super stable and secure UNIX®. Encrypted job-submission modes provide for public and private key encryption. For security profiles, the FreeFlow Print Server offers custom setups, a secure password, and a print mode that limits duplicate page printing.

Xerox DocuColor 252, 260 and 700 supports 10/100/1000 BaseT RJ45 Network connectivity.

H.3.9.2 Hard Drive Security Kit

XEROX RESPONSE:

Groups A & B- No additional Kits are required on most Xerox Devices.

Immediate Image Overwrite, on Demand Image Overwrite, and Scheduled Image overwrite is available on the 56xx 76xx, 4595, and 4112 Standard. The 73xx devices have Immediate Image Overwrite and Scheduled Image Overwrite standard while the 5222 has them as an option. Our Image overwrite meets the DOD 3 pass requirement.

Image Overwrite: Electronically shreds information stored on the hard drive of our devices as part of routine job processing. Electronic erasure can be performed automatically at job completion or on demand. The Xerox Image Overwrite security process implements a three-pass algorithm originally specified by the US Department of Defense.

Please Note: The Desktop offering in Segment 2 does not have a hard drive.

Groups C & D have extensive hard drive security.

The 4112 – Image Overwrite up to 3 times (optional), iPV6 compliant, and Data Encryption (SSL/TLS). Secure Disk Erase is designed to remove all traces of job data from the Fiery hard disk drive. At the instance of deletion, each job data file is overwritten three (3) times. With the Secure Erase feature, files are deleted and the space once occupied on the disk is overwritten multiple times to completely remove any evidence of the file ever existing.

Nuvera - See attachment file titled "FFPS v7 Security WhitePaper NA.pdf

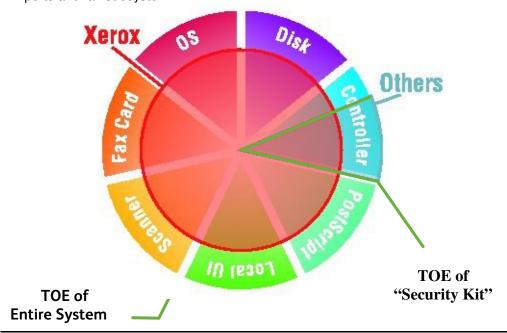
DocuColor 252, 260, 700 - Secure Disk Erase is designed to remove all traces of job data from the Fiery hard disk drive. At the instance of deletion, each job data file is overwritten three (3) times. With the Secure Erase feature, files are deleted and the space they once occupied on the disk is overwritten multiple times to completely remove any evidence of the file ever existing. The user enables/disables the feature with the ON/OFF option in Fiery Setup. When Secure Erase is enabled, every time a job is deleted on the Fiery, it will be securely deleted. Secure Erase provides high-level document security on the Fiery server. Now users can trust submitting confidential documents to the Fiery and rely on the fact that it will be impossible to recover the job once deleted. This feature is highly valued within industry segments like Government and large corporations. This option provides ISO-15048 Common Criteria security assurance to the connected Fiery System.

Group E - Wide Format - There is a removable Hard Drive option for the Wide Format controllers.

H.3.9.3 Network Security Kit

XEROX RESPONSE:

Groups A & B- Multi-function systems are complex devices with full computer operating systems. They can create multiple security vulnerabilities if not designed correctly. Those vulnerabilities fall into 2 general categories – the ability to protect the data sent to the device for unintended access and secondly, the ability to protect the network that the MFP is attached to from being compromised by using the MFP as a vulnerable attack point. In order to protect from both these vulnerabilities, every part of the multi-function system must be checked to ensure it has been designed with security in mind. These parts or system components include the network controller, operating system, disk drive, scanner, web server, PDL interpreter, local user interface, hardware ports and fax subsystem.



The vendor independent method for certifying the security capabilities of multi-function technology is the Common Criteria Standard. Xerox is the only vendor to have certified the entire product vs. some of the subsystems of the product. This is publicly described in the Common Criteria Security Target/Target of Evaluation for every vendor.

Xerox has earned Common Criteria Certification

Certified Black and White MFDs

WorkCentre 7232 / 7242 WorkCentre 5222 / 5225 / 5230

WorkCentre 5030 / 5050

Certified Color MFDs

WorkCentre 7328 / 7335 / 7345 WorkCentre 7655 / 7665/ 7675



Currently under review

WorkCentre 5632 / 5638 / 5645/5655/ 5665 / 5675 / 5687

In addition hard Disk encryption is standard on the 56xx, 73xx, 4595, and 4112 devices, optional on the 5222. The 76xx device includes immediate image overwrite, where the job is deleted from the hard drive, thus making the ability to encrypt not applicable. Further on the 76xx devices there is an on demand overwrite feature and a scheduled image overwrite meeting DOD 3 pass requirements standard on the device.

For Groups C & D

The 4112 utilizes Data Encryption (SSL/TLS) protocols.

Nuvera - **See Appendix K** FFPS_v7_Security_WhitePaper_NA.pdf for the full description of the extensive security for the Nuvera family.

DocuColor 252,260 - **See Appendix K** Xerox_DocuColor 242 252 260_Security_WhitePaper_v1_1.PDF for the full description of the security on the Fiery and Xerox production color products.

DocuColor 700 – **See Appendix K** Fiery Security White Paper Systems 8 and 8e.PDF for the full description of the security on the Fiery and Xerox production color products.

H.3.9.4 Power Protection Unit

XEROX RESPONSE:

Groups A & B- Xerox devices are protected via Ground Interrupt serge protection devices.

Groups C & D – The 4112 with the Integrated controller is protected by integrated power protection system.

Nuvera - The FreeFlow PrintServer (DocuSP) controller is protected by integrated power protection systems and comes with surge protector power strip.

The DocuColor 252, 260, and 700 Controllers are protected by integrated power protection systems.

H.3.9.5 Any additional proposed offerings

XEROX RESPONSE:

Profit Accelerator Tools help Production Environments with Additional Consulting on a fee basis. We have successfully help organizations control costs and better direct the work to the most cost effective and efficient devices. This tool set also enables organizations to develop and implement strategies with subject matter experts on a variety of topics such as volume building, workflow efficiencies, sales/marketing resources, financial resources, creative and design resources, application and development resources, paper and media resources, and business development.

In an economy where organizations face challenges on revenue and margins, businesses must look for opportunities to drive their cost base down, grow revenues and increase shareholder value. There is a tremendous opportunity for business improvement that is going largely untapped. Many industry experts consider it the "low-hanging fruit" for significant cost savings and productivity gains. Our experience conducting document assessments in the office shows that cost savings can be significant.

There are various types of assessments which we can perform depending on the level of depth and detail. The **Xerox Office Productivity Advisor (XOPA)**, we offer a balanced approach to deliver sustainable results year after year. XOPA is a web-based tool and office assessment methodology that can be used to estimate current office document costs and the costs of a Xerox-propose solution. The XOPA will be conducted by the Xerox Account Manager.

Below is a sample of the output of a XOPA study:

Device technology mix				
	Current state	Retained	Added	Proposed state
Inkjet printer color (JPc)	3			
Desktop / personal printer B&W (DTP)	3			
Desktop / personal printer color (DTPc)	1			
Workgroup printer B&W (WGP)	20			
Workgroup printer color (WGPc)	1			
Departmental printer B&W (DP)				
Departmental printer color (DPc)				
Analog Copier B&W (AC)				
Analog Copier color (ACc)				
Digital Copier B&W (DC)				
Digital Copier color (DCc)	1			
Fax (F)				
Personal All in 1 MFD B&W (A1)	1			
Personal All in 1 MFD color (A1c)				
Workgroup MFD B&W (WMF)			3	3
Workgroup MFD color (WMFc)			1	1
Departmental MFD B&W (DMF)	1		1	1
Departmental MFD color (DMFc)				
Scanner (S)				
Outsourced document production (ODP)				
Total devices	31		5	5

	Current state	Proposed state	Savings	% Savings
Cost per page contracts		19,913	(19,913)	
Equipment	8,816		8,816	100%
Maintenance	7,554		7,554	100%
Consumables	9,007		9,007	100%
Direct device costs	25,377	19,913	5,464	22%
Paper	3,710	3,621	90	2%
Operating costs	7,050	6,809	241	3%
Outsourced document production				
Other direct costs	10,760	10,430	330	3%
Total direct costs	36,137	30,343	5,794	16%
Office worker productivity	129,058	112,692	16,366	13%
Infrastructure/IT costs	45,741	35,175	10,566	23%
Total indirect costs	174,799	147,867	26,932	15%
Total annual cost	210,936	178,210	32,726	16%

It is important to note that while the XOPA will provide accurate and useful information on volumes, the cost data will include some assumptions and estimates. In addition, the XOPA will not include more comprehensive information such as:

- In depth workflow analysis
- Job size and type
- End user behaviors
- Peak usage times
- Extensive end user interviews

As such, it is not the optimal means to create an enterprise-wide document strategy.

As an alternative, Xerox recommends its **Office Document Assessment (ODA)** which is a fee-based service that will provide invaluable and accurate data about current business processes, validate the cost of doing business, and provide a comprehensive plan for optimizing your office fleet.

The ODA is a structured, streamlined method for thoroughly analyzing document management practices and identifying critical actions that can improve business efficiencies and reduce costs.

This highly focused gap analysis will provide an enterprise-wide strategy for optimizing processes and deploying advanced technology. The output of the project will be a roadmap to reach new levels of performance.

After conducting thousands of assessments in customer environments, we know that there are typically four key areas of opportunity:

- Management Process: Who owns the output infrastructure: copiers, printers, MFDs, fax machines, scanners, etc. In most organizations the situation is a proliferated, multi-vendor hodgepodge, with a variety of service contracts and uncoordinated leases.
- 2. Device Proliferation: Do you know how many devices you have? Most organizations are surprised to find they have many more devices than they thought they had. (Network discovery often misses a lot of rogue devices.) Not only that; these devices are from multiple vendors and different models. Many are old, unreliable and costly inkjet and personal printers.
- 3. **Supplies:** An often overlooked impact of the output environment is the ongoing replacement of consumables other than paper. Buying toner cartridges for multiple incompatible devices, associated inventory costs and administrative time spent ordering all contribute negatively to the overall cost structure.
- 4. Hidden costs: How many calls to your IT help desk are related to output issues? Are the assets managed in a way that keeps costs down, equipment current, and provides a consistent user experience? Managing multiple service contracts and training users on a wide variety of equipment is time consuming and costly.

Our completed assessments have identified measurable savings of **10-25% in hard costs** (equipment, supplies, support) by:

- Eliminating multiple vendors and products
 - Identifying underutilized technology
- Optimizing output devices
- Identifying end-user dissatisfaction elements
- Identifying cost of non-conformance

Benefits of a more robust assessment:

- Improve the management of documents and knowledge sharing
- Provide a foundation for a document strategy
- Increase employee productivity through more effective processes and improved services / support
- Use knowledge to create new business value
- Improve management and control of existing resources
- Identify, quantify and outline areas for significant cost savings
- Improvements in asset management, knowledge sharing, cycle times, and communications with customers
- Reduction of paper work, elimination of redundant equipment and non-value added activities
- Provide the client with a detailed schematic of their document processes on an enterprise scale
- Provide the client with information to fully understand end user's copy, print, fax, scan, network, and document management services requirements

Wide Format Group E - Additional Options Include:

- IMGOW Image Overwrite Feature Key for AccXES (VNY)
- RHDKIT AccXES Removable Hard Drive Kit Option
- GAY Additional AccXES Removable Hard Drive (Requires RHDKIT)

H.4 Reporting

H.4.1 Please describe your proposed reporting.

XEROX RESPONSE:

Reports can be generated on a monthly, quarterly, semi-annual, or annual basis which details the volume of the device and uptime. Furthermore a Current State Analysis can be provided upon request. The CSA documents all applicable business information to analyze volumes, trends, and associated costs. Xerox bases our technical service delivery system on the use of data to evaluate our performance. From this we can create and build a mutually beneficial business relationship.

In general, the information included in our standard reports will include current month performance as well as trend data to accurately show our performance over time. Our ability to capture and display data in this format provides us the ability to quickly identify as well as resolve performance improvement opportunities, should they exist.

Examples of the data tracking we offer include:

- Color and black-and-white volume history (monthly and year-to-date)
- Device activity (Volumes on Copy, Print, Scan)
- Equipment uptime and performance to established standards of performance
- Equipment service and service trending
- Summary and detailed service reports

Metrics that we monitor very closely include:

- Response time to acknowledge service requirements
- Cycle time to complete equipment repairs
- Percentage of equipment uptime
- Services performed and parts utilized
- Number of unscheduled service calls
- Break/Fix Summary

Our commitment to quality is emphasized by the reports we will provide to show our performance against service level agreements. Our goal is to report metrics that reinforce that our service level standards are meeting your expectations. This allows your organization to remain focused on its core objectives.

Following are samples of the Current State Analysis report and the ISERVE service history reports. Other report formatting may be negotiated based on State requirements.





ABC COMPANY Xerox City, NV

January 12, 2009

	Product	Equipment	Product	Maintenance	Р	Print Charges		Average	Meter	Supplies	Average
		Status	Monthly Payment	Monthly Payment	Meter	Volume Band	Per Print Rate	Monthly Volume	Charges		Monthly Expenses (pretax)
1	. D250 S/N VGW626332	Owned	\$0.00	\$50.00	1.CLR 2. BW	0	\$0.089 \$0.0084	831 406	\$73.96 \$3.41	Included	\$127.37
T	otals		\$0.00	\$50.00					\$77.37		\$127.37

XEROX®

Executive Financial Summary

XXXXX123 Corporate Way XXXXX. NV

Day, Month, Year

Current Equipment

	Product	Equipment Status	Product Monthly	Maintenance Monthly		Print Charges		Average Monthly	Meter Charges	Supplies	Average Monthly
		otatus	Payment	Payment	Meter	Volume Band	Per Print Rate	Vo lume	Ollaryes		Expenses (pretax)
1.	P120CPC S/N KRC556571	Leased 20 of 60	\$6,108.50	Included	1.TOTAL	1 - 2 00,00 0 200 ,001+	Includ ed \$0.0041	215,320	\$62.81	Inclu ded	\$6,171.31
2.	CNTRL60 S/N HDD710955	Lea sed 62 of 60	\$1,369.29	Included	N/A	N/A	N/A	N/A	N/A	N/A	*po ole d*
3.	CNTRL60 S/N HDD710960	Lea sed 62 of 60	\$684.50	Included	N/A	N/A	N/A	N/A	N/A	N/A	*po ole d*
4.	PPS2MKRC S/N VCP004481	Leased 7 of 60	\$798.36	Included	N/A	N/A	N/A	N/A	N/A	N/A	\$798.36
5.	61 35PM-1 S/N H2L0 10060	Leased 49 of 60	\$5,233.84	Included	1.MTRA 2. MTRB	1 - 4 00,00 0 400,001+ 0	Includ ed \$0 .0051 \$0	563,637 394,370	N/A	N/A	*po ole d*
6.	DC2KZ18D S/N GLU110416	Leased 40 of 60	\$406.93	\$0.00	N/A	N/A	N/A	N/A	N/A	N/A	\$406.93
7.	FFPC03 S/N EDB008108	Leased 7 of 60	\$110.88	Included	N/A	N/A	N/A	N/A	N/A	N/A	\$110.88
8.	6135PM-1 S/N H2L112076	Leased 41 of 60	\$6,231.40	Included	1.MTR A 2. MTR B	1 - 4 00,00 0 400 ,001+ 0	Includ ed \$0 .0051 \$0	500,441 303,591	N/A	N/A	*po ole d*
Tot	als		\$20,943.70	\$0.00					\$62.81		\$21,006.51

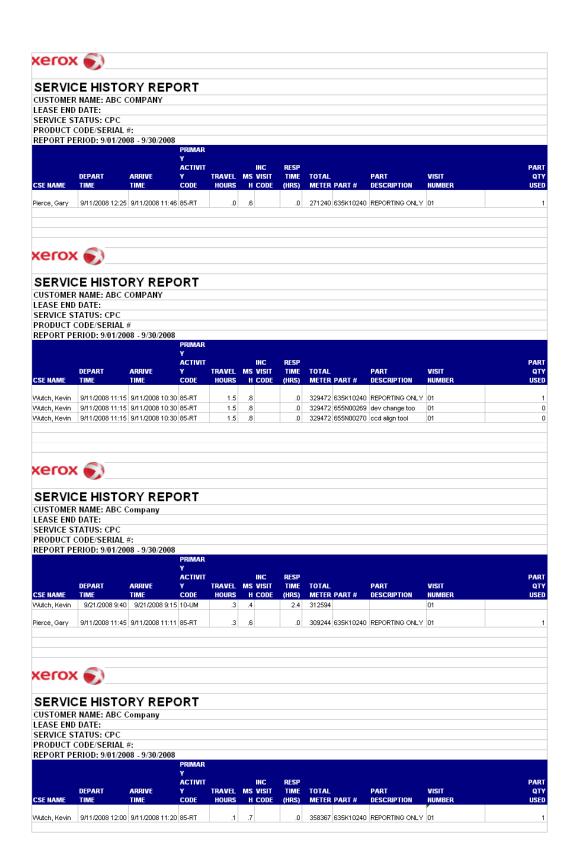
MACHINE PERFORMANCE REPORT

Serial Numbers: Sample Report Period: 06/01/2008 TO 08/31/2008

 PRODUCT DESCRIPTION
 CUSTOMER NAME
 METERED / NON-METERED
 AMPV
 AVG RESP TIME UM
 MACH MTHS

 46 - DT6115
 Sample
 Meter
 858.8
 1.6
 3.05
 SERIAL NO Sample TOT PAGES 2,617.8 TS DOWNTIME HRS TS UPTIME 22.8 96.9

XEROX CONFIDENTIAL DATA Report Date: 09/22/08 2:34 PM Page 1 of 1 Period: 06/01/2008 - 08/31/2008



If Smart Document Travel Software is selected is includes various reporting options.

<u>WorkIfow Tracker:</u> Use this component to track and archive workflow activities. This component tracks events and workflow activities by storing indexing information retrieved from documents into ODBC compliant database tables for long term archival and record keeping. This component does not store documents into a database. This component allows you to:

- Select from multiple Data Sources to store indexing data into
- Select multiple Tables in which you want to store field values
- Provide User Name and Password for access security

In addition, SMARTdocuemnt Travel has another reporting tool called DTTR.

1. Introduction

1.DTTR - Reporting Tool Overview

The present system provides functionality on electronic documents transactions tracking. The reports help analyze the throughput of the devices working with electronic documents, system users activity and volumes of the information being processed in particular scenarios. The analysis allows detection of weak points in companies' activities and optimization of business processes.

The system contains a database where information of electronic documents transactions is stored. It is assumed that the database will be filled by external systems that track document activities and/or manipulating documents. AutoStore can used as an example of a convenient external system for this purpose. AutoStore workflow should be configured with "Workflow tracker" component that will fill the DTTR database with required information about the documents processed by AutoStore.

The system has a web interface for work with reports. Reports contain such important information about the documents such as file size, the number of pages in files, which format supports multi page structure (e.g. TIFF), users performing operations on files, devices that were involved in document processing, etc. Detailed information about reports can be found in Section 1.2 "DTTR reports overview".

DTTR supports user defined fields which makes the system flexible. For this purpose, DTTR database has special fields that can be added/removed into/from reports, properties of these fields can be edited via web interface. Detailed information about user defined fields is

available in section 2.2 "User defined fields".

The DTTR security layer is integrated in Windows security system, which enables DTTR to support such reliable authentication protocols as "Kerberos". DTTR supports system users with attributing particular privileges. Detailed information on DTTR security system is in section 2.3 "DTTR security".

DTTR definitions are below:

1.2 DTTR reports overview

DTTR contains 6 reports for analysis of electronic documents activities in different aspects. The reports can be split into two categories: summary reports and detail reports.

- Summary reports provide summary information on the number of pages either for particular workflow or in application to particular users or particular devices.
 Also there is a summary report that sums up the processed pages counts for particular devices.
- Detail reports output all records about documents transactions.

Summary reports are the following:

- The Workflow Summary Report provides summary information about the number of pages for particular workflow. It contains the following fields:
 - Workflow workflow title
 - Total Page Count total number of pages processed by this workflow.
- The User/Device Detail Report By Date contains all records on passed transactions inside a time range for particular device. It has the following fields:
 - User ID user who performed the operation with the document.
 - Workflow workflow title
 - Date and Time time stamp of operation on the document
 - Page Count

 number of pages in the processed document
- The User/Device Summary Report By Date provides summary information for each workflow, detailed according to users. It has the following fields:
 - User ID" user who performed the operation with the document
 - Total Page Count" total number of pages performed by this user in the current workflow.
- The Device/User Detail Report By Date contains all records on passed transactions in a certain time range for particular device. It has the following fields:
 - Device IP IP address of the device used in document processing.
 - Workflow workflow title
 - Date and Time time stamp of operation on the document
 - Page Count number of pages in the processed document e
- The Device/User Summary Report By Date supplies summary information for each workflow detailed according to devices. It has the following fields:
 - Device IP IP address of the device used in document processing.
 - Total Page Count total number of pages processed by the device in the current workflow
- The Device Summary Report provides summary information about the number of pages for particular device. It contains the following fields:
 - **Device IP** IP address of the device used in document processing.
 - Total Page Count total number of pages processed by this device.

H.4.2 Please describe the collection methods for the reporting data.

XEROX RESPONSE:

The collection methods for the reporting data are gathered from two platforms: CSA – The Current State Assessment System gathers equipment, meter, invoice, TCO (total cost of ownership), as well customer and contract data. The iServe system gathers all of the service data (machine performance, service history, etc.)

H.5 Environmental

Please describe the following Environmental initiatives for the proposed equipment and Corporate Policy.

XEROX RESPONSE:

We invite you to review the Environmental documents that detail the Xerox commitment and programs pertaining to our commitment to the environment from all aspects.

H.5.1 End of use disposition policy for equipment.

XEROX RESPONSE:

See below H.5.2

H.5.2 Environmentally responsible manufacturing including: Use of recycled materials, zero carbon emissions initiatives, zero waste initiatives, use of remanufactured components and other initiatives not previously covered.

XEROX RESPONSE:

Xerox is the pioneer of end-of-life office equipment conversion into new products and parts. In the early 1990s, we developed a remanufacture and parts reuse process, which forms the foundation of our Waste-Free initiatives and involves taking back end-of-life equipment from customers. With the implementation of the European Union's Waste Electrical and Electronic Equipment (WEEE) Directive, we will continue to operate our European take-back program to enable equipment remanufacturing and parts reuse. We will also participate as needed in European member states' individual collection and recycling programs as needed.

Our approach to managing products at end-of-life translates into significant environmental and financial benefits:

- Reused/recycled parts can comprise up to 90% of a remanufactured machine's weight.
- Equipment remanufacture and the reuse and recycling of parts prevented approximately 111 million pounds of waste from entering landfills in 2006.
- Parts reuse and recycling have substantially reduced the amount of raw materials and energy needed to manufacture brand new parts, generating several hundred million dollars in cost savings annually.
- Energy savings from parts reuse totaled 6 million therms (170,000-megawatt hours) in 2006—enough energy to light more than 136,000 U.S. homes for a year.

Xerox maximizes the end-of-life potential of products and components by incorporating reuse considerations into the design process. We design machines for easy disassembly and to contain fewer parts. We design our parts for durability over multiple product lifecycles. Parts are also easy to reuse or recycle, and are coded with disposition instructions. We extended our ability to reuse parts by designing product families around modular product architectures and a common set of core components. Xerox products whose designs are based on previous models may have 60% of their parts in common with previous equipment—with no compromise in performance.

Ensuring product quality

Xerox has developed unique processes and technologies to ensure that all Xerox products, regardless of their reuse/recycle part content, meet the same stringent specifications for performance, appearance, quality and reliability. Machines with reused/recycled parts are built on the same manufacturing lines as newly manufactured equipment, and they undergo the same rigorous quality assurance tests. As a result, products with reused/recycled parts carry the same Xerox guarantees, warranties, and service agreements as Xerox equipment made from all new parts.

Detailed information regarding all aspects of the Xerox environmental commitments can be found at www.xerox.com/environmental.

H.5.3 Environmentally responsible operation of equipment including: low energy usage, ozone emissions, recycling of toner products and other initiatives not previously covered.

XEROX RESPONSE:

We invite you to review the Environmental documents that detail the Xerox commitment and programs pertaining to our commitment to the environment from all aspects. These documents are located in **Appendix 2 of Part III** of our response.

H.6 Accessibility

H.6.1 Please describe your proposed equipment accessibility features and optional accessories for the following accessibility categories:

H.6.1.1 Vision Impaired

XEROX RESPONSE:

With Xerox Copier Assistant software, your employees—and the public—have easier access to the copying capabilities of Xerox copiers and multifunction printers. This assistive technology is an alternative to the standard touch screen. Xerox Copier Assistant software helps everyone—especially people who are wheelchair users, blind or visually impaired—to easily program copy jobs and make copies.

Xerox Copier Assistant software increases user productivity by leveraging features such as an enlarged on-screen user interface, embedded text-to-speech software, and keyboard navigation buttons including tab, arrow and function keys. Currently, no other manufacturer of digital copiers provides an assistive technology alternative to the touch screen user interface for walk-up copy jobs on as many models.

Key Features

- Improves accessibility to Xerox digital office products' copying capabilities, including advanced copy jobs like two-sided and stapling
- Increases productivity with features such as an enlarged on-screen user interface, embedded text-to-speech software, and keyboard navigation buttons including tab, arrow and function keys
 - Embedded text-to-speech software- software talks the user through the copying steps, including advanced tasks such as stapling, collating and two-sided copying as well as indicating when doors are left open or if a paper tray is empty (only available in English)
- Simplifies copying jobs with easy-to-use, easy-to-program features

- Provides a unique alternative to the standard touch screen user interface
- Minimizes learning curve by leveraging PC and keyboard technology and peripherals like "Braille" keyboards, screen magnification software, foot switches, etc.
- Achieves Section 508 compliance

Why Choose Xerox?

- Xerox is recognized as an industry leader in accessible product design
- Xerox's CopyCentre, WorkCentre, and WorkCentre Pro series are the most Section 508/DDA-compliant copiers/printers in their class since June 2003.

H.6.1.2 Hearing Impaired

XEROX RESPONSE:

Xerox equipment utilizes graphical user interfaces that show a visual representation as well as provide written instruction for all equipment functionality. See response to H.6.1.1.

H.6.1.3 Mobility Impaired (including Handicapped/Wheelchair Accessibility)

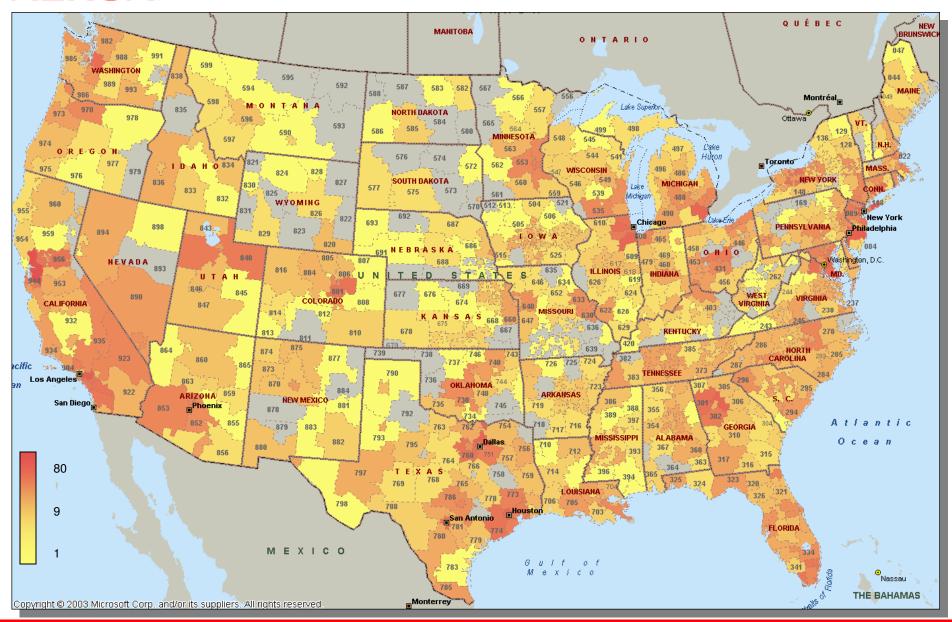
XEROX RESPONSE:

See response to H.6.1.1

Please review **Appendix 4 contained in Part III** for more detailed Accessibility Information



Over 5000 Customer Service Engineers – by Zip Code



Attachment L

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.
- (2) If any funds other than Federally 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 of Lobbying Activities," in accordance with its instructions.
- (3) 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, 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.

By:	Dawn M. Sutherland and what are	Date:
•	(Signature of Official Authorized to Sign Application)	
For:	XEROX CORPORATION for Respective Sales Agents	
	Name of Independent Contractor	
]	Multifunction copiers and Related Software RFP # 1715	
	Title of Project	

This document must be submitted in the "State Documents" section/tab

Part III Executive Summary

Business today is faced with many challenges and concerns:

- Economy Pressures
- Technology How to apply and how to evaluate
- Growing competition both on and off shore
- Security on all fronts
- Ecological Issues
- Productivity How to do more with less

With all of this in mind it is more important than ever to carefully select your business partners and there are many important reasons to select Xerox.

- 1. Much of the technology that exists today is a result of the R&D efforts of the Xerox research labs. We recognize this list is long, but it tells a story that is important to your decision.
- 2. This is only a part of the story of Xerox technology for which Xerox received the U.S. National Medal of Technology, recognizing over fifty years of innovation in marking, materials, electronic, communication and software that created the modern reprographics, electronic printing, and print on demand industries. This is the highest honor awarded by the President of the United States to America's leading innovators.
- 3. Much of the technology was developed by Xerox for Xerox and like you, needed solutions to our business challenges. We developed and applied these products and solutions within our own organization and later brought them to market, obviously well tested and supported by Xerox individuals who are not only trained on the products and solutions, but are users as well.
- 4. Xerox has over 315,000 customers in the U.S. alone ranging from large major corporations, major government installations including key military installations to very small entrepreneur companies. Business needs range from complex, high security to simple business applications and Xerox is dedicated to continuing to help businesses find better ways to maximize their business objectives, productivity and cost improvements.
- 5. Xerox has been committed to Leadership Through Quality since 1983 when we began implementing the total quality process later taking what we learned to other businesses via seminars and training programs and becoming the recipient of numerous Quality Awards globally. Today the Xerox Lean Six Sigma tools, processes and principles build on our earlier Leadership Through Quality and a new quality effort recognizing that we must continually evolve and change as we work with and guide you our business partner.
- 6. We streamline account management by giving you the freedom and flexibility to handle many tasks right from your desktop. With state-of-the-art security features, you can count on secure account access to protect your confidential data. These are just some of the useful features we provide:
 - a. Meter Reads
 - b. Billing and Payments
 - c. Order Tracking
 - d. Contracts and Purchase Orders

See Appendix 1 or visit www.xerox.com/AccountMangement

- 7. Lastly the Xerox Commitment to the environment. Xerox focused on environmental sustainability LONG before it was popular. We actually walk the talk, and have been doing so for decades. We have been actively involved with the leading organization working on slowing down environmental impacts. Environmental sustainability is just the way we have been, and will continue to do business. See Appendix 2 or visit www.xerox.com/environmental
- 8. Your Xerox partnership goes well beyond the day to day business requirements, planning and implementing. We are here in times of disaster such as Katrina or September, 11th. We are here to support our business partners with Emergency Preparedness (assets of people, equipment and property), Crisis management (minimize damage to profitability, reputation, ability to operate), IT Disaster Recover (infrastructure and mission critical applications), and Business Resumption (supply chain, customer relationships, revenue and cash flow). See Appendix 3.
- 9. Xerox has a long, proud tradition of design products that are accessible to individuals with disabilities. When Section 508 of the rehabilitation Act made accessibility a requirement for all electronic and information technology used by Federal agencies, Xerox was already ahead of the curve. In keeping with our long-standing commitment to accessibility, Xerox responded to Section 508 with extraordinary diligence. We are actively planning product improvements and have integrated Section 508 into our product design and development process. See Appendix 4 or www.xerox.com/section508

Xerox is a business partner that has "been there, done that" with a proven track record of process improvements within our own company and the ability to consult with you to improve your process and procedures as well by wisely applying technology.

Please note: Responses in Attachment H – Mandatory Questions are supported with additional documentation found in Appendices G – J in Part on of our total response.



February 4, 2009

Lyn Callison State of Nevada Department of Administration Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701 Michelle DeCarlo-Lintzner Services & Solutions Executive

PO BOX 7622 Incline Village, NV 89452 <u>Michelle.decarlo@xxerox.com</u> 775-833-0623

Dear Lyn:

Xerox is pleased to present this proposal to the State of Nevada and the Western States Contracting Alliance for Multifunction Copiers and Related Software. We would like to thank you for this opportunity to participate. We look forward to providing WSCA with a creative and competitive set of solutions to address the needs of the participating states.

While we recognize that technology decisions of this type are complex, our commitment is to deliver a clear and concise response that will help WSCA make the right choice as well as to offer a dedicated team that will do what it takes to support the success factors of the WSCA participating states. We understand that it is critical to support government performance while exercising fiscal responsibility and will continue to deliver on our "Customer First" promise.

The following analysis and recommendations represent the joint efforts and consensus of many Xerox personnel as we digested the invaluable information provided to us in the Request for Proposal No. 1715.

As you read through our proposal, you will discover many unique advantages for maintaining Xerox as one of your selected partners for technology. In this economy, it has become more important than ever to leverage technology to save costs, save time, and provide efficiencies. Xerox is the best choice when it comes to stability and longevity in this marketplace.

By partnering with Xerox, you will have the opportunity to reap the benefits of our research and development, as we have helped and continue to help government agencies achieve their State objectives through innovative document processes and the most advanced digital technologies available. Reliability is also crucial within this endeavor and Xerox is uniquely qualified to meet the needs of the WSCA participating states. We have the largest depth and breadth of technology in the industry today with the infrastructure to meet the dynamic requirements of the WSCA participating states and we are eager to prove that we can deliver anytime, anywhere with a quick response, benchmark reliability, and personal attention to your needs.

Once again, on behalf of the entire Xerox team, thank you for the opportunity to participate and we look forward to our next steps.

Sincerely,

Michelle DeCarlo-Lintzner Xerox Corporation

Services & Solutions Executive



Jim Gibbons Governor

Greg Smith Administrator

SUBJECT: No. 1 to Request for Proposal No. 1715

DATE OF AMENDMENT: January 15, 2009

DATE OF RFP RELEASE: December 3, 2008

DATE AND TIME OF OPENING: February 4, 2009 @ 2:00 p.m.

AGENCY CONTACT: Lyn Callison, Purchasing Officer

The following shall be a part of RFP No. 1715 for Multifunction Copiers & Related Software. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. We understand that WSCA cannot provide a forecast of potential purchases/rentals during the term of the proposed Contract. However, is it possible to provide historical data regarding quantities of equipment purchased or leased (by equipment group) by the Participating States during the past three years?

WSCA has been operating under the estimate of a total Contract value of \$500,000,000 based on 50,000 units over three years. The State of Nevada will not be able to releasing the historical reporting that has been received to this point. As the reporting will be utilized to weight the pricing received from Vendors, the reporting is Subject to the restrictions under Nevada Revised Statues (NRS)333.335(4):

"4. The chief of the using agency, the Chief of the Purchasing Division or the committee, if a committee is established, shall determine the relative weight of each factor set forth in subsection 3 before a request for proposals is advertised. The weight of each factor must not be disclosed before the date proposals are required to be submitted."

2. Mandatory Question 1.1 states that certain Participating States will require distribution of equipment "through local dealers only". Our production printing systems are sold directly (by the manufacturer) and through a single national reseller. For our color production equipment, only the manufacturer is authorized to provide service. Can you provide the list of participating states that require a "local dealer"?

The use of local dealers only will be determined at the time that an individual State signs their Participating Addendum. If a Vendor cannot provide a local dealer option at all or across only certain equipment groupings, this information should be noted within their proposal.

3. Section 5.4.5.2 requires that vendors offer all of the leasing alternatives listed in that section. It is our opinion that short term rental arrangements are not within industry practice for production equipment -- due to the equipment and installation costs associated with that equipment. In addition, there does not appear to be a place in the pricing sheets to provide short term rental rates. Will this Section of the RFP be amended to remove short term rentals from the mandatory financial vehicles required for Groups C and D equipment?

The financial requirement for Short Term Rentals will no longer apply to Groups C, D and E, however this may be offered as an option.

4. In Groups C & D, most manufacturers of this type of equipment also have products with higher speeds than those for Segments C3 and D3. Do we correctly understand that the winning vendor will be permitted to add higher speed equipment to the Contract?

Additional equipment may be allowed, after the contract has been approved by the WSCA Board of Directors, through the approval of the WSCA Contract Administrator, however, the segments do have upper limits of speed.

5. Can you provide this RFP in Microsoft Word?

The Microsoft Word version of the RFP is available at the State of Nevada, Department of Administration, Purchasing Division website at http://purchasing.state.nv.us/services/1715.doc

6. For Group E – Wide Format Copiers, are you requesting that the scanning and plotting capabilities of these Wide Format Copiers are black and white or color?

This group has not been limited to B&W or Color.

7. In section 5.2.1.8 should it read "Group E Minimum Available Options"? It currently states "Group C".

Yes

8. On Page 37; Part IV: Confidential Information: The instructions state that this section should contain info identified in Section 6.9.4. Should it be 9.1.9.4?

This reference should be 6.1.9.4

9. I would also like to know if you have any requirements for procuring from Small Business's to include Veteran Disabled Business's?

The State of Nevada does not, however other states may and those requirements would be incorporated into the respective state's participating addendum.

10. Can a political Subdivision choose to use the WSCA contract if their home state has not signed a participating addendum?

In the State of Nevada, the response is yes. Other states would depend on their particular laws. In all cases subdivision participation, where the respective state has not signed a participating addendum, requires approval by that state's chief procurement officer and the WSCA directors.

11. How many awards are anticipated per segment?

WSCA does not have an award target for this solicitation.

12. We assume we will negotiate other states specific terms and conditions after Nevada WSCA Contract selection and those new negotiated T&C to become affect once Participating addendum signed for that additional state(s).

Yes.

13. To help us insure service and sales support, please list all locations (cities and towns) within each state listed on page 65 where products might be installed.

As this listing would include all cities, towns and townships in all states listed in Exhibit F, WSCA will not be able to answer this question.

14. Current State of Nevada includes Purchase contract. Will there be no outright Purchase vehicle available on this new contract?

This will be determined at the time of the Participating Addendum.

15. Are proposing vendors responsible for filled out Attachment F in the response.

No.

16. Page 3 - 1.4 Are clones (private labels) going to be allowed? If so how will you ensure multiple awards/pricing will not be issued for the essentially same device?

Question 1: Yes.

Question 2: That is not part of this solicitation.

17. Page 5 - 1.16. What elements of the contract will make up this Administrative fee? How will this fee be paid?

Question 1:

The Administrative fee is based upon:

- 1. The sales of all equipment and software (including leases);
- 2. Service and supplies billings;
- 3. Equipment Short Term Rental revenue stream and;
- 4. Cancelable rental revenue stream.

Question 2: The Administrative fee is to be paid quarterly by check directly to WSCA with a copy sent to the State of Nevada Purchasing Division.

18. Page 10 & 11 Please clarify how FMV Lease, Operational Lease and Non Cancelable Rental pricing vehicles differentiate from each other. We are not clear based on the multiple references to these pricing options in the RFP.

The key differences between the three types of operational leases are the end of term options:

- Fair Market Value Lease The Customer may purchase the equipment at the end of the term at the then Fair Market Value.
- Operational Lease The Customer may purchase the equipment at the end of the lease for a fixed dollar amount (or percentage of the original funding amount).
- Non Cancelable Rental The Customer may not purchase the equipment at the end of the initial, or any subsequent renewal, term.
- 19. Page 10 & 11 How will you monitor the depreciation reduction rate upon renewals?

The depreciated value must be disclosed at the time of the renewal.

20. Page 17 - 5.1.5 Does "pricing structure" refer to an equal lease/rental cost as the product to be replaced?

The pricing structure will be dictated by the purchase price determined from the discount from MSRP. Lease and rental pricing will be dictated by the quoted leasing and rental rates applied to the purchase price.

21. Page 17 - 5.1.6 Please clarify how will you accomplish testing, inspection, acceptance? What criteria will be used?

This will be determined by each Customer. This clause is meant to prevent the initiation of a lease or rental prior to the underlying assets being operational at a Customer location.

22. Page 19 - 5.1.11 Please confirm that the fund out clause is intended to take place at the end of each fiscal year and prior to the beginning of the new fiscal year.

The funding out clause listed in 5.1.11 is meant to be exercised at the point that "the Customers funding from local, State and/or federal sources is not appropriated, withdrawn or limited". This may occur at the end of a fiscal year or at any other point during the year.

23. Page 20 - 5.2.1.4.5 Paper size says 11 x 14? Is that a typo? Should it say 8.5.x 14 or 8.5.x 11?

8.5" x 14".

24. Page. 20 - 5.2.1.3 States all copiers must maintain a Scan speed as defined within RFP from ADR or separate scanning stations within 66% of the rated speed of the marketing engine. How would this relate to the Scan File Size? Further is there an expected speed or percentage of rated speed network printing should maintain?

Question 1: Within this solicitation there is no correlation between scan speed and scan file size.

Question 2: No.

25. Page 26 - 5.4.5.1 Our leases are structured such that a fix rate for the term is most favorable. My we submit a fix rate with explanation.

Vendors may propose this as an exception.

26. Page 27 - 5.4.5.6 Please define what is meant by offering a coterminous lease in this environment. Are you looking for this option to be available for a specific given situation?

The Successful Vendor must offer lease terms that allow a Customer to add additional accessories, equipment or software that would terminate at the same point as the main fleet.

27. Page 27 - 5.4.5.5 Are there any volumes associated with a Cost Per Copy offering?

The "Cost per Copy" program as described in 5.4.5.5 is meant to define the methodology for pricing programs that include service, supplies, equipment and software into one cost per impression. As part of this equation is the inclusion of a base number of impressions. It is not the intention to dictate the base number of impressions but to allow these types of programs while protecting both the Customer and any Successful Vendor.

28. Page 27 - 5.4.5.9 Are you referring to software and accessories at the time of acquisition or added sometime during the term?

Both

29. Page 28 - 5.4.6.9 How will you evaluate the pricing options that include volume plans as there are no volumes provided for the different segments which makes an apples to apples comparison impossible.

The comparison will be accomplished from the zero base rate against historical data.

30. Page 31- 5.6.4.2 To what product groups are you referring?

Groups A and B

31. Page 34 - 6.1.9.3 Please define "key staff".

Key staff as it relates to the WSCA (overall) contract and Participating Addendum for the States listed in Attachment F.

32. Page 81 – H.1.1 Rather than color coded maps regarding distribution coverage, would it be acceptable to provide coverage lists for each participating state broken out by county/city.

Yes.

33. Page 84 – H.4 Are you referring to the requested reports contained in throughout the RFP?

Yes as well as any additional reporting capabilities.

34. Does the Master Service Agreement apply to the contract itself or does it also apply to the leases under which an order is placed.

Both, as well as the RFP, the RFP response and Participating Addendum.

35. What equipment/segments will be required to be demonstrated as proof of concept during the testing phase?

Only equipment in Groups A and B will be tested. Those Vendor's short listed will be subject to this testing and then within engine groupings. For example, if segments 3 and 4 are essentially the same unit with only a speed difference, these units would be tested with the faster of the two segments (Segment 4 in this case).

36. Each New Year brings organizational, product, and economical changes to organizations. This is particularly true for the 2009 business climate. With this said would you consider extending the due date to allow us to insure all our business changes are properly and positively incorporated in our response.

No.

37. Based on our extensive experience in fleet optimization, we have found less than 5% of all printing requires 11x17. MFPs which have 11x17 as a standard are considerably more expensive (3x -4x). In the best interests of the participating states, may vendors be allowed to bid both A4 (legal) and A3 (11x17) devices for appropriate segments?

No, Vendors must select one device per segment to propose.

38. Please confirm paper sizes in Section 5.2.1.4.5.

Please refer to question 23.

39. In section 3.25 the table refers to Segments E1 and E2 with speed noted in Linear Feet Per Minute (LPM).

Group E- Wide Format Copiers	
Segment	Speed in Linear Feet Per Minute (LPM)
E1	2 to 6
E2	7 to 15

Please note that we respectfully wish to inquire about this LPM requirement. This is new to our company as the wide format manufacturers standard for productivity is based on D size prints per minute. Is it possible to change the LPM to D size prints per minute in alignment with the accepted industry standard?

Yes, so long as a method to convert this figure to linear feet is included.

40. 4.9 States that MSRP must be a published figure with Buyers Laboratory Inc (BLI). We would be pleased to provide discount pricing based on the MSRP in BLI if available. I spoke to the Vice President of Sales for BLI today and they do not have all the current models from us listed. BLI is actively expanding their knowledge base and data in reference to wide format products and we would be happy to assist them with our information. In the interim, would it be possible to provide the published MSRP list from us as the discount from MSRP reference?

Yes, for situations where BLI has not yet listed a copier's MSRP. As long as the figure is certified by a company official authorized to obligate the Vendor.

41. 5.2.1.8 Notes Group C Minimum Available Options – All Group E copiers must have as optionally available accessory, the following options: Network Connectivity and Additional Paper Drawers. Is this a Group C or Group E reference? If it refers to Group E, can the requirement be stated as additional rolls?

Question 1: This is a Group E reference.

Question 2: Yes.

42. 5.2.4 Paper Specifications – Successful Vendors shall guarantee that all of their equipment is able to use the 100% PCW recycled content paper and is able to accomplish 100% duplexing with 30% PCW without maintenance problems. Can this be amended to state that duplexing is not a requirement for Group E products? There are not any wide format printers that support duplexing.

This term and condition is amended to read:

"Successful Vendors shall guarantee that all of their equipment is able to use the 100% PCW recycled content paper and is able to accomplish 100% duplexing (except Group E) with 30% PCW without maintenance problems."

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43. 5.4.6.5 Pricing, Service Supplies Inclusions – All Group E service and supplies pricing is to be presented in a Cost per Liner Foot basis. There is only one copier manufacturer that prices service on Cost per Linear Foot basis all other LED wide format manufacturers offer Cost per Square Foot because it lowers the service cost to the customer and is a more accurate product usage measurement. Please consider the following examples:

Cost				
Square Feet	0.02			
Linear Feet	0.06			

	22 X 34	Portrait	Cost	Landscape	Cost
	Square Feet	6 Sq Ft	0.12	6 Sq Ft	0.12
ſ	Linear Feet	2 Ln Ft	0.12	3 Ln Ft	0.18

30 X 42	Portrait	Cost
Square Feet	9 Sq Ft	0.18
Linear Feet	4 Ln Ft	0.24

If the WSCA prefers Cost per Linear Foot, we will honor your request and provide this program. We would like to inquire if there is a possibility to provide service and supplies based on a Cost per Square Foot basis? Please note that toner supply yields within the wide format industry are stated in square feet as well.

Please refer to question 39.

- 44. 5.5.5 The Successful Vendor will maintain an environmental performance plan and goals including an existing pollution prevention plan and environmental justice policy. We wide format printers and systems feature many earth conscientious aspects including 100% toner efficiency with no waste toner. Can the WSCA provide additional information regarding the expectations/requirements for:
 - a. Environmental performance plan
 - b. Existing pollution prevention plan
 - c. Environmental justice policy

As there are extreme variances within these areas between countries, regions and states, WSCA will not be further defining these areas.

- 45. 5.4.5.1 All lease factors quotes must be quoted as a decimal multiplying factor in such a manner that the purchase price may be multiplied by the lease factor to arrive at the resulting monthly payment including any taxes that are the responsibility of the Successful Vendor. Should this read "the responsibility of the Customer"? The vendor is not typically responsible for taxes on leased equipment. Are there any state agencies or affiliations that would not be exempt from taxes?
 - Question 1: Tax liability resides with the ownership of the underlying leased asset. The ownership of any asset resides with the lessor until the end of the lease when the asset may pass to the ownership of the lessee (if at all). As such, the liability for payment of taxes lies with the lessor.
 - Question 2: Each state varies on the issue of taxable status of the State and political subdivisions. If the State is not exempt from taxes, then the appropriate taxes will be added via the state's participating addendum as an additional cost. If the State is exempt for taxes then the lessor must account for the cost of the tax liability within their lease rate.
- 46. Page 4, 1.8 With the Lease companies' positions at this current time, is WSCA willing to allow awarded Vendors an adjustment in lease rate factors if documented based on Government standards for years four and five? Lease companies are currently changing their factors on a monthly basis

Please refer to 5.4.5

- 47. Page 11, 3.11 Is WSCA stating that, as an example, A manufacture produces a machine that another manufacture uses in its product line that it's name has to remain on that piece of equipment even though that vendor who is private labeling it is selling it under their name?
 - No. 3.11 Allows for Vendors to use private labeled equipment within their proposed equipment line. Vendors may propose software, however, that is manufactured and marketed by a third party.
- 48. Page 16, 4.2. Doesn't this contradict pg11, 3.11?
 - No. 4.2 further clarifies that all proposed equipment must be branded with a Brand of the Vendor.
- 49. Page 31,5.6.4.3 It isn't clear as to if WSCA or an individual State wants the bidder to include a cost if the Hard Drive is returned after securely erasing the material it deems confidential. This could be an additional cost to a vendor's proposal. Could you please clarify WSCA's position?

Yes, this could be proposed as an additional cost.

50. Page 7, Item 3.3-Cancelable Rental-Do vendors have to respond to all acquisition plans in order to be found responsive?

Yes, as per section 4.8 and NRS 333.333.

51. Page 10, Item 3.8 Fair Market Value Lease/Operational Lease/Non-Cancelable Rental-Please explain exactly what acquisition plans you are looking for? FMV lease and Operation Lease (cancelable and non-cancelable)? Are there any others?

These various leasing options allow for the various limitations that states require for financing. The key difference between these three methods of leasing is the end of term disposition:

- Fair Market Value leases may be bought out at the end of the lease for the then fair market value.
- Operational Leases may be bought out at the end of the lease term for either a percentage of the purchase amount (listed on the lease at the inception) or a fixed dollar amount (determined at the inception of the lease).
- Non- Cancelable rentals may not be bought out at the end of the lease term.
- 52. Page 16, Item 4.10 "All pricing must be FOB destination regardless of state. Please change this to exclude Hawaii (and Alaska if joining). All vendors will have to add in costs to their contiguous states to absorb the extra cost involved in shipping equipment to Hawaii or Alaska.

No.

Page 16, Item 4.8 –Successful vendors must quote leasing and rental rates for FMV, Operational, non-cancelable rentals, Capital Leases and Cancelable Rentals. In these volatile financial times, will a vendor be able to adjust their rate during the contract? It would appear that on page 17, Item 5.1.3.2 where vendors are required to put up to date lease rates on their web site that adjustments are allowed.

Please refer to section 5.4.5 of the RFP.

54. Page 16, Item 4.3-Vendors are to express service and supply programs as a cpc. Are vendors permitted to charge monthly minimum copies?

Yes. Please refer to section 5.4.6.9 of the RFP.

55. Page 17, Item 5.2.5 End of Term Notification-states that vendors must notify a customer in writing, 90 days prior to the end of any financing term. Would a 60/30 and 10 day interval notification be acceptable?

Vendors may propose this as an exception.

56. Page 23, Item 5.2.5 Warranty. In reading this, it appears as though the warranty is for defective or failing parts. Parts that are simply used beyond their useful life during this period would be excluded. Please confirm.

Yes.

57. Page 24, Item 5.3.5 Service Level Agreement- States that successful vendors must provide a SLA as part of their proposal. Do we provide this with our bid, or only upon award?

Submit as part of the RFP response by the Vendor.

58. Page 26, Item 5.4.5.2.1 States that successful vendor must offer coterminous lease and rental terms between the lowest and highest terms defined above. Are vendors allowed to list lease rates in monthly intervals—i.e., a 24, 25, 26 Month lease rate to accommodate add on accessories or equipment? If not, please explain. Vendors must have a guaranteed lease period in order to quote a price.

Yes.

59. Page 27 Item 5.4.5.3 States that the termination charge does not include more than 25% of the remaining term or 4 months, whichever is less. Can a vendor charge the remainder of the term as a cancellation for the equipment portion?

Yes. The limitation on the termination charge refers to the "service and supply base" charge only (please refer to section 5.4.5.3 of the RFP lines 3, 4, 5 and 6).

60. Page 27, Item 5.4.5.8 state that vendors may offer upgrade/downgrade options. Is a vendor required to offer this option?

No.

61. Page 27, Item 5.4.5.9 states that accessories and software must be coterminous with the copier's term. Can a vendor quote variable lease terms—i.e. 24, 25, 26, 27 ...etc month terms to accommodate coterminous add ons?

Yes.

62. Pg 27, Item 5.4.6.2 States hat service excludes toner. Most maintenance plans include toner. Can a vendor include the toner in their service plan and still be found responsive?

Section 5.4.6.2 of the RFP describes the parts that a technician will be installing as part of the service and supplies charge: "5.4.6.2 Service pricing must include <u>technician installed parts</u> with the exception of paper, staples and toner".

63. Page 28, Item 5.4.6.10 states that for participating states that want moves as part of their price, we can add on to our service and supply rates. This would be a nightmare to administer as we would be paying different servicing locations to do the moves. It would be easier for the vendor, and more cost effective for participation states for vendors to quote a separate move charge when and if needed.

The State does not perceive a question within this statement.

- 64. Item 5.4.7.4. Please remove the annual reconciliation. Servicing entities cannot wait 1 year to be compensated for service and supplies.
 - Section 5.4.7.4 states: "Annual reconciliation may only be utilized by a Customer, if the Customer is committing to a base number of impressions in excess of 80% of their historical average." There is no program that would require Servicing Entities to wait a year to receive any compensation for service and supplies. Further, there is no Mandatory Requirement for Vendors to accept this term and condition.
- 65. Page 29, Special Promotions- If a vendor offers a special promotion for one particular state; do we have to offer it to all of WSCA?

Yes.

66. Page 30, Item 5.5.2 Recyclable toner containers. Our toner containers are HPE 2 plastic, and can be recycled through normal consumer recycling. Please remove the requirement that we must pay to have the containers returned to us. This is not cost efficient, and increases pollutants in the air as these containers are shipped back via truck or air.

Vendors may propose this as an exception.

67. Page 39, Item 9.17 Licensing requirements. Are vendors expected to be familiar with the licensing requirements of each participating state? Can you provide us with this information in an easily accessible, one location area?

No. It is expected that the dealers would be properly licensed in the appropriate State prior to be listed as a dealer under a Participating Addendum.

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- 68. Page 42, Item 11.19-States that's an official of each proposed subcontractor must signs a statement that they have read and will agree to abide y the awarded vendor's obligations. Our dealers our already legally bound to abide by the terms of our contracts per their dealer agreements. This would be a monumental task to get agreements from each dealer for all participating states. Please remove this requirement. The contract vendor is responsible for making sure that their subcontractors abide by the terms of their contracts.
 - No. This is a requirement of the State Nevada only and will be addressed at the time the Nevada Participating Addendum is signed. This would only apply to subcontractors in other Participating States after the Participating Addendum have been executed if required by that particular state.
- 69. Page 66, Assignment-states that this participating state will not allow assignment without prior written approval. Is payment for the WSCA contract assignable? If so, then participating states would have to allow the assignment of the payment without condition. This in no way, effects the contractual obligations of the vendor.
 - Page 66 contains the Terms and Conditions unique to the Commonwealth of Kentucky only.
- 70. Page 67-Participating State requirements. Some states appear to require additional documents from the vendor. Do we have to provide these with our bid, or upon award?
 - This will need to be addressed at the time of the individual state's Participating Addendum.
- 71. Page 79, Item 1.6.3 Invoicing-States that this participating entity can charge \$50 per instance of untimely invoicing. Can a vendor take exception to this because of the administrative burden it places upon us? This contract will be an automated bill for all customers, and it is an administrative nightmare to have some entities take a credit (which we would have to review) and others not to have this same penalty. Can we take exception to this requirement and still be found responsive?
 - Yes, but all exceptions will be scored accordingly within their respective categories.
- Page 85, Price Sheets-When you open these and then save them, they save as word files, 72. not excel. Please correct.
 - If you have any issue in opening this document, please contact Nevada State Purchasing Division at (775) 684-0170or srvpurch@purchasing.state.nv.us

Amendment 1 RFP 1715 Page 14 of 53 73. Price sheets-Attachments A-E- On all of these sheets you have us put one discount per segment for the main body and then another discount for all accessories. Will you allow vendors to put a range of discounts instead? We ask this because we can offer better discounts on same main bodies in a segment than others. The same would apply for accessories. We can offer better discounts on some accessories over others.

This may be addressed post award.

74. Page 11 3.12 Newly Manufactured- "Currently Marketed," shouldn't this read "currently in production,"

No.

75. If remanufactured equipment is such a desired category, make it a separate classification. New machines should consist of ALL NEW PARTS, and Remanufactured machines may contain remanufactured parts. Additionally, how is WSCA going to police this requirement?

WSCA will periodically audit this requirement.

76. Page 15 3.26 Working Days – Please add Federal Holidays.

No.

77. Page 16 5.1.2 Dealers/Distributors - the Awarded vendor is responsible to WSCA for performance standards, we suggest that this situation should be at the discretion of the awarded Manufacturer and the Participating Contract Administrator, jointly, to determine who is best suitable.

No.

78. Page 18 5.1.9. Participating Addendum - Can the awarded Manufacture negotiate these and other additions to the to the addendum state's award?

Yes.

79. Page 19 5.1.11 Termination for Non-appropriation – It should be stated that in the event of the exercise of the funding out clause, no competitive replacement equipment may be acquired, rented, or leased for the remainder of the fiscal year. If funding is restored the agency must use the vendor they cancelled unless the vendor releases them from that obligation.

Vendors may propose this as an exception.

80. Page 20 5.2.1.4.5 Unites States standard paper sizes do not include 11X14 inches please remove

Please refer to question 23.

81. Page 16 - 4.8 Are you going to be asking for a Lease Rate quote on all of these options? We typically do no except Cancelable and short term rentals.

Yes, except as noted in the response to question 3.

82. Page 17 - 5.1.4 Will we be required to give 90 day notice to Customer?

Yes.

83. Page 27 - 5.4.5.8 Will an Upgrade and Downgrade option be offered to the customer, if so what % of the fleet?

Vendors <u>may</u> offer an upgrade/downgrade option. The percentage of the fleet that this option is available to would need to be determined by the vendor within their proposal (see Section H.2.2).

84. Page 29 - 5.4.7.4 & Page 35 - 8.2 what will be the reconciliation for overages and who will bill as well as lease, and maintenance?

This will be negotiated by the Successful Vendor and the Customer if not addressed by the Participating Addendum.

85. Page 49 - 4 how will cancelation of this contract affect the remaining term of all leases and non-cancelable rentals that have not reached maturity yet?

The cancelation would not affect existing placements (see section 5.1.12 of the RFP).

86. Page 50 - 14 Poli subs. We reserve the right to credit underwrite certain political subdivisions. Is this ok?

This will need to be addressed at the time of the individual state's Participating Addendum.

87. Page 51 - 21 Will We provide standard performance guaranty for cancelation (termination) by contractor default?

This question does not seem to be directed to WSCA or the State.

88. Page 64 – Will we be required to provide casualty loss insurance during the term of the leases/rentals?

This will need to be addressed at the time of the individual state's Participating Addendum.

89. Page 73 - Will Visa card be allowed as a form of payment for Leasing?

This will need to be addressed at the time of the individual state's Participating Addendum.

90. Under Section 1.1, please specifically define "qualified manufacturers" as well as who is qualified as a Vendor? There is conflicting information based upon the definition of "Manufacturer" in Section 3.11, the statement in Section 1.4 Definition of "Vendor," and Section 11.2 as well as elsewhere in the solicitation.

A Qualified Manufacturer would be a manufacturer that meets the requirements of section 4. A Vendor, for the purposes of this RFP is defined as an "Organization/individual submitting a proposal in response to this RFP". As there was no pre-qualification process and anyone may respond to this RFP (although such a response is subject to review under section 4) there is no additional qualification for the term Vendor.

Vendor, within this RFP, refers to an individual/organization that within other RFP's may also be referred to as Respondent or Proposer. The State of Nevada Procurement Division has standardized this term.

91. Regarding Section 1.3, how many total vendors will be awarded for Product Groups A & B? If awarded, will this include any and all Categories within Groups A & B?

WSCA will determine the number of awarded vendors, after the interviews have been concluded.

92. Under Section 1.3, with regards to "all other groups" (Groups C, D, & E), how many total vendors will be awarded for each of these Groups? If awarded, will this include any and all Categories within each of these Groups?

WSCA will determine the number of awarded vendors, after the interviews have been concluded.

93. Also under Section 1.3, please clarify or define the meaning of "including private labeled copiers" especially in consideration of "actual Manufacturer" as defined in the first sentence of Section 3.11 which can be understood by all.

Does this mean Ricoh-Manufactured Savin, Lanier, and other brands can be sold even though the Vendor is simply a Brand Name and NOT a Manufacturer? And/or that an Organization/Individual (Vendor Definition) as well as a State of Nevada Employee (11.2) can offer products as a "qualified manufacturer" or "qualified vendor"?

Section 3.11 of the RFP allows for private labeled copiers to be proposed, however this section also limits this to Vendors that also manufacture and design copiers. Vendors may propose private labeled copiers so long as: a) such private labeled copiers are branded with one of the Vendor's brand names; and b)The Vendor, as a its primary business function, designs, assembles, owns the trademark / patent and markets multifunction copiers.

In the sample case provided, Savin and Lanier are brand names of Ricoh Corporation. Assuming that Ricoh Corporation was an awarded vendor; yes they would be able to sell additional brand names so long as the additional brand names are approved by the WSCA Contract Manager and the Participating State Contract Administrator.

Only if they qualify as a Manufacturer under 3.11.

94. Under Section 1.6.3 on the Evaluation Committee, which State(s) and whom is the evaluation committee comprised? Do all participating states get a single vote or, do some states represent more than a single vote?

Question 1: The states that comprise the evaluation committee are: Alaska, Kentucky, Nevada, South Dakota and Washington.

Question 2: The State of Nevada declines to disclose the individual members of the committee.

95. Please clarify what is meant under Section 1.11 exactly? Also would an awarded WSCA vendor not be selected by a participating State and why?

The resulting contract is a permissive contract. States may elect to not participate, limit participation or participate fully. There are many of reasons why a State may limit their participation in the contract. Additionally, awarded vendors are under no obligation to accept additional terms and conditions from Participating States that are not disclosed within the RFP (or have exceptions submitted by the Vendor during the RFP response).

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96. Under Section 1.16, please define the term "total sales" for payment of the administrative fee?

Please refer to question 17.

97. Under Section 1.16.2, please confirm that the ONLY Price to be displayed to WSCA Directors, States, Managers, & Customers is to be the Vendors offered Price inclusive of the .5% Administrative Fee.

The pricing displayed to the WSCA Directors should be inclusive of the WSCA Administrative fee of 0.5%. As each Participating State, may levy an additional administrative fee onto the price, the pricing would be specific to each Participating State.

For example, if State A levies an additional 0.5%administrative fee and State B does not levy any additional administrative fee the resulting pricing that would be displayed for each party in this example would be:

WSCA Directors: Bid pricing (inclusive of the WSCA Administrative Fee)

State A: Bid pricing (inclusive of the WSCA Administrative Fee)

plus the additional State administrative fee of 0.5%

State B: Bid pricing (inclusive of the WSCA Administrative Fee)

98. Under Section 1.16, what are the specific functions of the Ascher Consulting Group during and after the award of this RFP? On what basis is the Ascher Group compensated?

Ouestion 1:

The Ascher Group (in section 1.17) has the following duties as per their contract throughout the RFP and award process:

- Consulting during the RFP Process
- Assist with Contract Negotiation
- Assist with Participating Addendums

Question 2: The Ascher Group is compensated on a flat consulting fee basis.

99. Under 1 Acronyms/Definitions: the definition of "Vendor is an organization/individual submitting a proposal in response to this RFP." If this is to be a Manufacturers ONLY bid as defined in Section 3.11, what Organization(s) or Individual(s) would meet this criteria to participate in this RFP?

The RFP does not limit who may respond.

100. Is there a "specific" DoD or Common Criteria Standard to be required under Section 3.6.12?

Please refer to questions 182 and 200.

101. Under Section 3.9, First-Time Fix: How does this apply to service issues that are the result of Operator use and or abuse of equipment?

It would not apply.

102. Regarding Section 3.8, will Evaluation Points or some form of Award Criteria be set to place differing values on differing types of Dealers?

This will be dealt with under the "Ability to Service the Contract" criteria as well as within the resulting Participating Addendum.

103. Section 3.11 Manufacturer definition: As asked on Section 1.3, and when combined with the definition of Vendor, will the actual definition of Manufacturer, in Section 3.11, now mean an Organization or Individual that can provide equipment under their respective brand name or as a Authorized Dealer for equipment that they have actually designed, trademarked, and patented but, was assembled by another firm?

Please refer to question 93.

104. Section 4.1: As questioned in 1.4 and 3.11, is this truly a Manufacturer ONLY bid that is defined as "a company that, as its primary business function: designs, assembles, owns the trademark/patent and markets multifunction device equipment? Or is this to be an "organization/individual submitting a proposal in response to this RFP" (Vendor Definition) with "private labeled" equipment?

Please refer to question 93.

105. Regarding Section 4.1, does this mean that a Manufacturer may only submit one response while the organization/individual may submit multiple responses that are individual based upon each manufacturer that they represent?

Vendors may only submit one response.

106. Section 4.9: Is it WSCA's intent that Contract Participants see ONLY the Manufacturers Suggested Retail Price (MSRP) and the respective Discount Percentage rather than the actual cost of the item to a customer? How does a Manufacturer then state and/or display the Sale Price that is inclusive of the WSCA Administration Fee?

- 107. Regarding Section 4.9, please allow two (2) pricing methods: 1) discount from MSRP and 2) Fixed Price (as done in the State of Washington bid as an example) because:
 - The current pricing method (discount percentage from MSRP) does not accommodate the WSCA Administration Fee, and
 - MSRP changes frequently: usually updated about every 90 days but may also change on a monthly, weekly, or even a daily basis.
 - No. If the fixed price is not based on some discount, a Successful Vendor could bid one segment, discontinue the item and then raise the price on the replacement. By requiring a minimum discount, WSCA is assuring that the pricing methodology will remain consistent.

<u>NOTE:</u> WSCA is adding two questions to Attachment H and revising the Attachment H –

- H.2.5 How often is does the Vendor revise the MSRP of equipment and why?
- H.2.6 Would the Vendor be willing to fix the MSRP of the quoted equipment over the life of the contract?

Please refer to question 251.

108. Section 5.1.2 Dealers/Distributors: This wording is problematic as there is no process for addressing and rectifying an issue; rather there is an opportunity for a State Administrator to base a decision upon other issues unknown to the Successful Vendor or act upon a personal impression rather than a documented issue. Further, there is the supposition that an Administrator can know the technical expertise and capability of a Vendor's dealer/distributor rather than to work with the Vendor in reviewing dealer alternatives and making the best possible decision. Please change this so that the Administrator involves the Successful Vendor and allows for an opportunity to cure any issues that might result in dealer/distributor removal.

Vendors may propose this as an exception.

109. Section 5.1.4 Trial or Demonstration Equipment: We respectfully suggest that a 30-day trial period is excessive and that this should be reduced to a maximum of 5 work days for a Trial or Demonstration.

Vendors may propose this as an exception.

110. Section 5.2.7 Warranty: We respectfully suggest that a 90-day Warranty and Extended Warranties be limited to equipment that is Purchased Outright as Lease and Rental units normally include some form of Service Contract or Cost-per-Copy Program that is inclusive of Toner.

The warranty program is not intended to replace a service program, but rather to address severe equipment issues from the outset.

111. Section 5.4.5.1 Financial institutions often index their lease rates on 2 year Libor SWAP rates. Please change this section to allow this alternative indexing.

No. As not <u>all</u> financial institution index their lease rates to Libor. Vendors may propose this as an exception.

112. Section 5.4.6.1 regarding Training Schedule and divided training: In rural areas, this is an excessive expense to Vendors where the drive-time may exceed the time spent providing the training. Therefore so long as the total hours are met over a specific amount of time from the date of install, couldn't this be a decision that is left to the Customer and Vendor working together?

Vendors may propose this as an exception.

113. Under Section 5.6.4.2: As with Section 3.6.12 (Question 11 above), is there a "specific" DoD or Common Criteria Standard to be required here?

Please refer to questions 182 and 200.

114. Section 5.6.4.2 Removable Hard Drives: As proven by Los Alamos National Laboratories press clippings and elsewhere over the years, Removable Hard Drives have the ability to walk away and, at a higher expense to the customer. Therefore, please allow Vendors to provide a simple Flat Cost to Customers for the removal of a Hard-Drive and placing it in the customer possession for whatever Cleansing or Disposal process that they internally practice?

Please refer to question 49 and note that these are technician removable hard drives as per Section 5.6.4.3 of the RFP.

115. Section 5.6.4.2 DoD "guideline" is mentioned again, as with Sections 3.6.12 (Question 11 above) and 5.6.4.2 (Question 24 above), is there a "specific" DoD or Common Criteria Standard required here?

Please refer to questions 182 and 200.

116. Section 9.1, since the actual WSCA Response date for Questions submitted by Vendors is as yet unknown, and there is no allowance for Vendors to Question changes made to the bid as a result of WSCA's answers; we respectfully request that WSCA consider the following actions and revision to the RFP Timeline: Vendor Questions are answered by WSCA by Friday, January 16, 2009 There is then a 5 workday period in which Vendors may either request clarification or challenge the resulting statement or changes – Due by end-of-day, Friday, January 23, 2009.

WSCA will then have 5 workdays to respond to such clarifications requested or the challenges issued – Due by end-of-day, Friday, January 30, 2009. Once WSCA's response is made to Manufacturers, the required Deadline for Submissions will be 45 "workdays" thereafter - Due by end-of-day, Monday, March 13, 2009.

Regarding Section 9.1 changes requested above, please consider the WSCA statement made in Section 11.11 as this is the most complex RFP ever offered for this commodity and, it involves both a detailed as well as a legal review of all aspects including the Terms, Conditions, and State Statutes of 17 States in addition to the State of Nevada. Indeed, it has taken WSCA from August to December to put this RFP together. So surely 45 workdays or 6 work-weeks for Manufacturers to get through all the legal reviews and provide a response that is NOT "indicative of failure to comprehend the complexity and risk of this Contract" as stated in 11.11 must surely be acceptable to WSCA.

No.

117. Section 10.1: In that NRS §333.335 is sited, is it to be assumed that this statement is strictly applicable to the Vendors business history with State of Nevada as the lead state? And that a similar statement may appear as applicable with each state that chooses to offer a Vendor the opportunity of contracting a participating addendum?

No.

118. Section 11.2: As previously questioned under Sections 1.4, 3.11, and with regard to the definition provided for "Vendor", if proposals from employees of the State of Nevada are acceptable, then is this a Manufacturer's bid, or is it for an Organization, Individual, or State Employee that can bid "private-label product" that is simply produced for them by an actual Manufacturer?

Please refer to question 93.

119. On Attachment I, Pricing Sheets – Service, Supplies Options – What does the following coverage chart mean? Is this a request for Pricing to include "Shift Coverage" as outlined in Section 5.3.4.2?

Additional Service and Supplies	Options
Base monthly charge for 2 x 5	coverage
Base monthly charge for 3 x 5	coverage
Base monthly charge for 3 x 5	coverage
Base monthly charge for 1 x 7	coverage
Base monthly charge for 2 x 7	coverage
Base monthly charge for 3 x 7	coverage

Yes.

120. On Attachment K: Please clarify the scoring range. The Column Label for Vendor Scoring range states from 1-10 while instructions and explanations below it provide a scoring range of 1-5?

1 through 10 is the correct scoring range.

121. PAGE 3 STATES "The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP, except Section 4."

We appreciate the desire to allow vendors to be creative through the bidding process. However, this clause [may] allow for non-standard terms and conditions to be proposed thereby creating conditions, which potentially undermines a fair and equitable comparison between vendors. We request that minimum requirements be established in order to determine vendor responsiveness and that exceptions to standard terms and conditions be disallowed.

The RFP minimum requirements are listed in Section 4.

122. SECTION 1.11 STATES "A Participating State may evaluate and select a vendor for award in more limited geographical areas where judged to be in the best interests of the state or states involved". Does this mean a state can make an individual award to a vendor not selected in the overall award by WSCA?

Please refer to question 95.

123. SECTION 1.16.3 STATES "In addition to the WSCA Administrative Fee, some Participating States may require an additional administration fee. This State specific administration fee shall be added to the WSCA contract price via the State Participating Addendum. Just to clarify the timing of this provision, an individual State's administrative fee may be added <u>after award</u> should a state decide to participate in the contract?

Yes, but this will be a net addition to the contract cost for that participating state in the Participating Addendum.

124. SECTION 1.7 STATES "The relative weights of each factor may not be disclosed prior to the deadline for submission." In order to avoid potential post award bid protest we respectfully ask that the bid evaluation points [by category] be disclosed.

No, as this request would result in the Violation of NRS 333.335(4).

125. SECTION 3.21 SHORT TERM RENTAL – Is it mandatory that vendors provide a short-term rental schedule upon bid submission [to be considered responsive] or can this be provided upon request after award?

No.

126. SECTION 3.24.3 HYBRID COPIER – "In order for a device to be considered a Hybrid Device, it shall have a rated color production speed within 66% of the rated B&W production speed." In order to have a fair comparison amongst different manufactured products we suggest that the color speed be raised to 85% of the B&W speed. This will result in an equitable comparison for like product.

No.

127. SECTION 3.25 SEGMENT – GROUP C – Must a vendor bid products in all the segments [C1, C2, C3] in order to be responsive? If so, we suggest that C3 be made optional.

No.

128. SECTION 3.25 SEGMENT – GROUP E – The industry standard is to <u>not include</u> supplies. Are we able to bid supplies separately?

129. SECTION 4.6 STATES "Manufacturers may only submit one response and may not submit multiple responses for any additional brand names." Several states have issued initiatives to support "local business growth". As an Original Equipment Manufacturer ["OEM"] we distribute our brand products [which though have different brand names contain the exact same functionality] through a combination of direct company locations and independent dealers. The independent dealers are businesses that typically are owned and operated locally and thus fall under the scope of the "local business growth" mandates issued by the State's. Therefore, in support of these mandates we are able to submit one response that offers all [three] brands priced equally. This contracting model is managed centrally and is widely accepted in many States. As the OEM, are we able to submit one bid response offering three brands, which will be priced equally?

Yes.

130. SECTION 4.10 STATES "all pricing must be FOB destination regardless of the state."

This requires pre-calculation of a shipping cost for both Hawaii and Alaska. We request that the FOB requirement apply only to the lower 48 states and that states outside of this area be charged for their respective shipping costs.

No.

131. SECTION 5.1.9.4 – Please confirm that in the event of cancellation of the master agreement all underlying obligations will remain in effect.

Yes.

132. SECTION 5.2.5.3 STATES "All leases may be bought out to return to the Successful Vendors, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less." Does the reference to "25% of the remaining term" refer to the service contract only or does this implicate an existing lease?

Yes, only those leases placed under this agreement.

133. SECTION 5.4.5.8 STATES "Successful vendors may offer to customers upgrade/downgrade option for equipment placed under any subsequent contract"

Limiting the upgrade / downgrade provision to no more than 10% of the entire fleet [to be considered only after the equipment has been in place at least 12 months] seems to be common in many current state contracts. We recommend the adoption [as a standard term] of a 10% limit for upgrading and downgrading. This will provide a proper basis for a fair and equitable financial comparison amongst vendors.

134. SECTION 6.3.1 SUBCONTRACTORS – Are independent dealers considered subcontractors?

Yes. This form only needs to be completed at the time of the Participating Addendum for the State of Nevada. Other states may also have this requirement.

135. SECTION 11.10 STATES "alterations, modification, or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment" This statement contradicts the statement on Page 3, which "allows vendors to take exception to any section of the RFP". Please clarify whether a vendor is able to take exceptions to any part of the RFP.

Any portion of the RFP except Section 4.

136. PROPERTY TAX varies by state. Are we able to impose Property Tax [by state] similar to adding an additional administrative fee after award?

Yes, as per each Participating Addendum and State taxation laws.

137. WSCA has stated that the expectation for this RFP be creative and competitive. In that spirit, our intent is to provide a fresh look at how to manage the copier environment. In addition, there are a great number of questions that will need to be answered in order for a complete response. With the turnaround on questions of January 15, there is very little time to apply due diligence to the answers. We respectfully request that WSCA consider an extension until February 27th, 2009.

138. RFP Section 3.25 (p14) Segment – The following Segments shall be utilized to group the various speeds of copiers within Groups A, B, C, D and E:

Group A – B&W Convenience Copiers

Segment Speed in Impressions Per Minute (IPM)

2 20 – 29 (Desktop & Console)

330 - 39

4 40 - 49

5 50 - 59

6 60 - 69

770-79

8 80 - 89

9 90 - 99

10 100 – 119

Question: Can Group A – Convenience Black and White Copiers and Group B – c Convenience Hybrid Copiers be bid separately? For segments requiring higher performance is one machine required to handle the full performance or can the requirement be handled with a distributed solution?

Question 1: Yes.

Question 2: No.

139. RFP Section 4.2 (p16) Equipment must be private labeled or manufactured by the Successful Vendor. May we as a Vendor of our own branded multifunctional copiers also provide other vendor products to round out and/or meet the requirements in a particular group? (i.e. We as a Vendor can meet the specification in Group A in Segment 1-5. Can Vendor provide another manufacturer's products to complete Segments 6-10?).

No, must be private labeled to a Vendor's brand name.

140. RFP Section 4.3 (p16) Successful Vendors must provide service and supply programs and pricing for each copier model proposed. Such pricing must be expressed as a cost per impression. Please clarify that WSCA is requesting pricing for an impression charge that is separate and distinct from the hardware leasing charge. (i.e. the vendor will provide a base monthly lease charge per device placed and a separate impression charge X the number if impressions used per month.) Does WSCA also require a pricing methodology that includes the hardware amount in the impression charge? Please clarify if one or both pricing methodologies are mandatory or if one or the other may be proposed.

Question 1: Yes.

Question 2: Successful Vendors may offer an optional "Cost per Copy"

141. RFP Section 4.6 (p16) Manufacturers may only submit one response and may not submit multiple responses for any additional brands. May Vendor submit multiple brand names in one response? (i.e. if we as a Vendor manufacture brand X for Segments 1-5 of Group A, may we submit Y brand from another Vendor (and or their authorized resellers) to complete Segments 6-10 of Group A?

No, must be private labeled to a Vendor's brand name.

142. RFP Section 4.7 (p16) Successful Vendors must have the capability, at a minimum, to report on the previous quarter's activities for all contract placements as well as all contract impressions in both dollars and units. Such minimum reporting must be reported on a Contract-Wide, state and political subdivision basis and must be able to be reported electronically (i.e. Excel Format, Access Database, CSV format). Successful Vendors must have, at a minimum, the capability to produce reporting within the sample for the state and political subdivision usage. See Attachment J for State of Nevada reporting only. The RFP provides information for the State of Nevada only. Where would Vendor find the information on the rest of the participating States?

This would be defined at the time of the Participating Addendum.

143. RFP Section 4.9 (p16) Pricing for this RFP and any subsequent contract must be expressed as a discount from Manufacturer's Suggested Retail Price (MSRP). MSRP must be a published figure with Buyers Laboratory Inc (BLI). Discounts from list may be increased during the term of the contract by a Successful Vendor. The WSCA Contract Manager and the Participating State Contract Administrator must be notified of any such increase in discount. At no time during the contract period may the discount be reduced. Is WSCA also looking for a Purchase Only price for the hardware or is this hardware pricing only to be used as a basis from which to multiply the lease rate factor?

Yes, only to be used as a basis from which to multiply the lease rate factor.

144. RFP Section 5.1.1 (p16) Additionally Offered Equipment and Software – Successful Vendors may offer additional equipment and software within each awarded grouping so long as the equipment meets or exceeds the requirements of the RFP and subsequent contract; and meets or exceeds the discount of the bid equipment or software within the same grouping and segment. Any such additional equipment offering will be subject to review and acceptance by the Participating State Contract Administrator and WSCA Contract Manager. Would WSCA please provide a clarification by way of example for this subsection?

A Successful Vendor may add additional equipment within a segment (such as a second Segment 4 copier) if approved by the WSCA Contract Manager and the Participating States.

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145. RFP Section 5.1.2 (p16) Dealers/Distributors – During the Contract period, Participating State Contract Administrator may remove a dealer or distributor from the list of those designated to service this Contract at any time without further explanation or process. The Successful Vendor may propose dealer/distributor additions or deletions for consideration and agrees to provide interim service should any listed resource become unavailable or deemed unsuitable by the Participating State Contract Administrator. The decision about the suitability of dealers/distributors, sales representatives and outlets will be solely that of the Participating State Contract Administrator. Further, the Participating State Contract Administrator or the Participating Addendum will have the authority to dictate classifications of dealers that may service the contract (such as local dealers only). Should this situation arise and Vendor does not have the classification of dealer dictated by WSCA for this location, what will be the Vendor's recourse to provide support?

This would be negotiated with the participating states Contract Administrator.

146. RFP Section 5.1.4 (p17) End of Term Notification – Successful Vendors must notify a Customer, in writing, 90 days prior to the end of any financing term or Service and Supplies term. Successful Vendors must also inform the Customer of the options available to them as provided for in any resulting contract. WSCA is not looking for options available as a part of this response, rather 90 days prior to the end of the contract, correct?

No, "Successful Vendors <u>must also inform the Customer of the options available to them</u> as provided for in any resulting contract".

147. RFP Section 5.2.1.4.4.4 (p20) Group E must have a minimum Paper supply of two (2) rolls. Please clarify the need for both segments of Group E to include a two roll capability.

Yes.

148. RFP Section 5.2.1.4.5 (p20) Paper size capacity up to of 11" x 14" for all Segment 2 desktop copiers and 11" x 17" for all other Segments in Groups A, B, C and D. Group E copiers must have a maximum paper size for E sized drawings. Please clarify the requirement for 11x14 inches, which is an unusual media size for a copier. This Vendor respectfully requests a relaxation of this requirement so that the Segment 2 copiers support a maximum size of 8.5x14 inches only.

Please refer to question 23.

149. RFP Section 5.2.1.5 (p20) Group A and B Minimum Available Options. Three Hole Punch is listed as a requirement for segments 3-10. This Vendor respectfully requests a relaxation of this requirement on Segments 3-6 so that a machine that accepts prepunched media would suffice for these lower-speed segments. Does your anticipated volume of 3-hole punch output justify the expense of the accessory or would the ability to feed pre-punched media meet the requirement?

No, but this Vendors may propose this as an exception.

150. RFP Section 5.2.1.7 (p22) Group D Minimum Available Options and Specifications. Group D states that the monthly duty cycle should exceed 75,000 pages per month. Please clarify if this should be 750,000?

No.

151. RFP Section 5.2.1.8 (p22) Group C Minimum Available Options. Please clarify the need for both segments of Group E to include additional paper drawers.

Yes, or additional rolls.

152. RFP Section 5.2.5 (p23) 5.2.5 Warranty – Equipment must carry a minimum 90 day warranty that it is free from defects in material and workmanship. If defects are identified, the Successful Vendor agrees to repair or replace defective parts promptly on a like-for-like basis without additional cost to the Customer. Any and all items failing during the warranty period will be replaced promptly free of charge. Upon significant failure, the warranty period will commence again for a minimum 90 additional days. Significant failure shall be determined by the Participating State Contract Administrator. Please define "Significant failure".

This will be determined by the Participating State Contract Administrator.

153. RFP Section 5.3.3 (p23) Service Contracts – Successful Vendors must offer service and supply contracts for all equipment placed under this contract, if applicable. The term of any subsequent service and supply contracts may not extend beyond the initial term of any financial vehicle used to place the equipment and in the initial placement may not extend beyond 60 months in the case of purchases. For example, if a device is placed on a 60 month lease, a service and supplies contract may not extend beyond the 60 month term of the lease. This section refers to "in case of purchases". Is this meant to refer to an option to purchase the hardware following the lease or is WSCA referring to a device that is purchased outright? If yes, is WSCA looking for a pricing methodology to purchase hardware outright?

Question 1: Yes.

Question 2: Yes.

154. RFP Section 5.3.4.1 (p24) Successful Vendor must perform full service support for all proposed copiers during normal business hours (Working Days, 8:00 a.m. – 5:00 p.m.) within the pricing proposed. Please describe full service support? Does this include preventive maintenance kits and their installation?

Yes.

155. RFP Section 5.3.4.3 (p24) Service Requests – Successful Vendors must provide toll free phone, local phone, facsimile, e-mail, internet and any electronic automated method for Customers to place service calls during normal business hours (Working Days, 8:00 a.m. – 5:00 p.m.). Please provide the requirement for both a toll free phone and a local phone. Would a toll free phone number be sufficient to meet this requirement?

Yes.

156. RFP Section 5.3.4.4 (p24) Electronic Meter Readings – Successful Vendors must provide an electronic method for providing periodic meter readings. These electronic methods may include online submission and/or automated electronic submission to be performed by the equipment in place via an available network connection if approved by the Participating State Contract Administrator and the Customer. Is the Vendor to understand that the method to collect meter reads will be electronic from the device to Vendor repository and/or from the Customer via email or other electronic method?

At a minimum, this should be from the Customer; however, the preferred method would be an automated electronic meter reading.

157. RFP Section 5.3.5 (p24) Purpose: The purpose of this sample Service Level Agreement (SLA) is to provide the Successful Vendor with an example of a guarantee of service levels with penalties for failure to perform. This example of an SLA utilizes a scorecard method for the Customer level SLA and flat rate penalties for the Participating State and WSCA level penalties. This Sample is meant to be an example of a Service Level Agreement and Successful Vendors are to customize their own SLA to propose as part of this RFP. Successful Vendors are cautioned to utilize measurements that are reportable and measurable on a Customer, State and WSCA level and Successful Vendors may alter the target levels by Service Zone. How will Vendor determine if a compliant or acceptable SLA has been submitted? How will WSCA evaluate proposal when SLA's will not be consistent across Vendors?

Question 1: Above all, SLA's should be achievable and reportable. The Vendor's proposed SLA should take these two factors into account when proposing. A viable and acceptable SLA will be the fact that there is first an SLA proposed and that the Vendor can produce reports on the SLA criteria.

Question 2: WSCA will compare the SLA's proposed by each vendor across common elements as well as unique elements.

158. RFP Section 5.3.6 (p24) Service, Parts – Successful Vendors must use all OEM parts. Used parts will not be accepted within this RFP except as an emergency repair to maintain uptime. In light of the environmental aspects of parts supplies, would WSCA allow for Manufacturer refurbished and reconditioned parts to be provided by the Vendor if these parts contained the same warranties as new parts?

Yes.

159. RFP Section 5.3.8.1 (p24) Groups Urban Response Time Rural Response Time Remote Response Time

Group A & B 4 Hours 1 Working Day 4 Working Days

Groups C & D 3 Hours 6 Hours 2 Working Days

Group E 4 Hours 1 Working Day 4 Working Days

Please define Urban and Rural? Is this to be determined as a distance from an authorized service center?

Please refer to section 3.18 of the RFP.

160. RFP Section 5.4.3.1 (p25) Pricing must include all in-house delivery of equipment and software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training costs and removal cost (of the equipment placed under any subsequent agreement). Please define initial training costs? Is the Vendor to understand that this initial training is walk around training to be performed by the installer? It is not clear what is meant by "removal cost". Is the Vendor to assume that existing devices are in place that requires removal?

Question 1: Please refer to sections 5.4.6.8

Question 2: Would need to be defined by the Successful Vendor.

Question 3: Removal of the equipment placed under Successful Vendor agreement.

Question 4: Removal of equipment will be determined at the time of the Participating Addendum.

- 161. RFP Section 5.4.5 (p26) Pricing, Leasing Programs Is there a preferred pricing methodology:
 - a) Hardware as a direct lease in a base monthly price. And Supplies & Services in a per impression price separately? or
 - b) Per impression fee methodology that includes consumables, equipment and services embedded in the per page cost?
 - c) Are both mandatory or is one required and the other an option?

As listed above, A is mandatory, B is an optional offering after award.

162. RFP Section 5.4.5.2.2 (p26) Short-Term Rentals of new equipment may be put in place for a term not to exceed 24 months. Short-term rentals of used and refurbished equipment may be put in place for a term not to exceed 18 months. Extensions may be granted by the Participating State Contract Administrator for periods up to six months and must be requested in writing 30 days prior to expiration. Is WSCA flexible in allowing a minimum 6 month rental for short term rental agreements if stated in the response or will a Vendor be non-compliant if this is a requirement?

Yes.

Vendors, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less. No termination charges shall be applicable in the case of non-appropriations of funds. Is this clause stating that if in the event a customer terminates an operational, non-cancelable rental and capital lease the termination charge would be the remaining lease payments and 4 months of supplies/service or 25% of the supply/service of the remaining term, whichever is less. If not, please clarify.

Vendors may propose this as an exception.

164. RFP Section 5.6.4.1 (p30) Console copier within Groups A and B must have as an available option, the ability to encrypt any information written to a copier hard drive. Please clarify the need for all consoles (including segment 2) to include a hard disk.

There is no requirement for a hard drive.

165. RFP Section 5.4.5.5 (p27) "Cost per Copy" programs will be allowed under this pricing by defining the methodology of the pricing: Cost per Copy = (Cost of the Equipment Lease or Rental + Cost of Included Impressions) ÷ Number of Included Impressions The pricing tables in Attachment I are not setup for Cost per Copy. Where should this be priced if applicable?

It is a calculation process and not a methodology for new pricing.

166. RFP Section 5.4.5.8 (p27) The Successful Vendor may offer to Customers an upgrade/downgrade option for equipment placed under any subsequent contract. Such upgrade/downgrade options must afford a Customer the option of upgrading or downgrading a portion of a fleet under a lease or rental without penalty. The Successful Vendor must, at the time of proposal, specify; the minimum fleet size this option would be available to; the percentage of a fleet that could be upgraded or downgraded; and at what point's) within a lease or rental that this option would be available. Vendor understands that upgrade/downgrade options are not included in the pricing of this response.

The State does not perceive a question here.

167. RFP Section 5.4.6.5 (p28) All Group E service and supplies pricing is to be presented in a Cost per Linear Foot method. Can pricing be presented as the cost of the actual supplies?

No, refer to section 4.3 of the RFP.

168. RFP Section 5.6.4.4 (p31) Proposed Equipment must have the capability for at least a one-time overwrite after the completion of each print/scan job and a structured three (3) times overwrite (DoD) on a weekly off-hours (outside of working days, 8:00 a.m. – 5:00 p.m.) schedule. Please clarify this requirement and the need for each machine in each segment to automatically perform a single-pass overwrite after each job.

Yes, except segment 2 desktop.

169. RFP Section 5.6.5.2 (p31) Advanced Scanning Interface Software (Groups A and B) – Advanced scanning software shall enable copier devices to scan to Electronic Document Management (EDM) software including Documentum, FileNet, OnBase, HummingBird and Microsoft SharePoint. Additionally, the software shall enable an end user to enter indexing fields for the EDM system that will be passed to the system along with the file. This class of software shall have interfaces authorized and updated periodically by the EDM manufacturer. Advanced Scanning interface software may be internal to the copier or stand alone devices that are attached to the copier. In the case of standalone devices, the device must share a network drop with the copier and not require an additional network drop for its functionality. Please clarify why it is necessary for devices in each segment to directly integrate with EDM solutions, or if the devices can simply provide a scan-and-drop functionality into folders to be monitored by an EDM solution?

For the Advanced Scanning Interface Software it is necessary to directly integrate with EDM solutions.

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170. RFP Section 6.2 (p34) REFERENCES Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division. It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted. Are Federal and/or non-US based government agency references acceptable?

Yes.

171. RFP Section 6.2.5 (p34) Staff assigned to reference engagement that will be designated from work per this RFP. There are many individuals that get assigned to a project throughout its lifetime. Does WSCA want all individuals by name? Is there a specific job category that WSCA is referring to in order to answer this section?

Question 1: No

Question 2: No

WSCA is seeking the key personnel for the overall WSCA contract administration as well as the administration of the Participating States.

172. RFP Attachment D (p59) Reference Questionnaire. Since Respondent is required to direct the business reference to submit the completed Questionnaire to the State, will the State send a confirmation of receipt to Respondent?

The State will inform the Vendors, which references have been received the week prior to the due date.

173. RFP Attachment F (p65) Accessibility Should this term and condition refer to Section 508 of the Rehabilitation Act?

This will be determined at the time of the Participating Addendum.

174. RFP Attachment H.1.1 (p81) For certain Participating States, there will be a requirement for the distribution of State ordered equipment to be installed, serviced and billed through local dealers only. Please describe your capability to meet this requirement on a State by State basis, including a full list of all dealers that fit the definition of local dealer. Additionally, provide color coded coverage maps of the local dealer coverage (green color coded), expanded dealer coverage (yellow color coded) and non-local dealer coverage (red color coded) for each Participating State. The delineation of the areas covered by the dealers should indicate the urban, rural and remote areas. For each Participating State, the Successful Vendor should be submitting three (3) maps at a minimum for the dealer coverage by category (local, extended local and non-local). If a vendor provides direct (not through a dealer) local, expanded & non-dealer coverage does this satisfy the requirements for this section? (i.e. Vendor organization provides our own badged employees or authorized subcontractors to complete the coverage, would this meet the requirement?) Is WSCA asking for the Hardware to be procured separately from the Vendor? Are installation and service to be billed separately by the Vendor dealer? If yes, does this mean that WSCA intends for the recipient to receive two separate bills per month? (i.e. one for hardware and separately for services and installation?) How are supplies and consumables to be handled in these situations? Please describe the billing methodologies. Is Vendor allowed to supplement its offering with products from another Vendor to meet all of the Segment requirements within a Group? If yes, than would Vendor be allowed to utilize direct badged employees as well as subcontractors for some of the work that will be done locally on another Vendor's offering?

Question 1: If a vendor provides direct (not through a dealer) local, expanded & non-dealer coverage does this satisfy the requirements for this section? (i.e. Vendor organization provides our own badged employees or authorized subcontractors to complete the coverage, would this meet the requirement?)

Yes, so long as the maps are complete.

Question 2: Is WSCA asking for the Hardware to be procured separately from the Vendor?

WSCA is asking for a purchase price as a base price that would allow Participating States to choose Purchase, Leasing or Rentals.

Question 3: Are installation and service to be billed separately by the Vendor dealer?

This would be dependent upon the individual State's Participating Addendum and the Customer's needs (if the State allows this and the customer is requesting it).

Question 4: If yes, does this mean that WSCA intends for the recipient to receive two separate bills per month? (i.e. one for hardware and separately for services and installation?)

This would be dependent upon the individual State's Participating Addendum and the Customer's needs (if the State allows this and the customer is requesting it).

Question 5: How are supplies and consumables to be handled in these situations?

On a per impression basis.

Question 6: Please describe the billing methodologies.

It is important to remember that the WSCA contract would be an umbrella Cooperative Purchasing Agreement encompassing 18 States, hundreds of counties and thousands of cities. There is no one billing protocol as there is no common payment entity among these groups. The solicitation has been constructed to encompass the full breadth of these billing options rather than one option that does not fit all needs.

Question 7: Is Vendor allowed to supplement its offering with products from another Vendor to meet all of the Segment requirements within a Group?

No.

Question 8: If yes, than would Vendor be allowed to utilize direct badged employees as well as subcontractors for some of the work that will be done locally on another Vendor's offering?

See previous answer.

175. RFP Attachment H.3 (p82) Service - Supplies Worksheet for each Group Is it WSCA's intent for the Vendor to provide an answer here for a vendor's complete product line of multifunction copiers regardless of if they are included in the specified requirements? Does that also include devices that are specified to be All-in-Ones? Does this also include Single Function Devices?

Question 1: No, the service and supplies pricing is for the product proposed by group and segment.

Question 2: Yes, if proposed.

Question 3: Yes, if proposed.

- 176. RFP Attachment I (p85) Service Supplies Worksheet for each Group It is not clear what is to be included in this cell: "Zero Base Service and Supplies Pricing"? Is this the base monthly fee for the services with zero pages included? Why are there two Base monthly charge for 3 x 5 coverage rows for each group? Please define Zone 2 and Zone 3?
 - Question 1: This is the cost per impression for service and supplies at the point that there is no base number of impressions, or a zero base.
 - Question 2: The two Base Zones for 3 x 5 Coverage are an error. The second of these may be ignored.
 - Question 3: Please refer to 5.4.6.10 of the RFP for descriptions of Zones 2 and 3.
- 177. RFP Attachment I (p85) Please describe what is meant by "Hard Drive Security Kit"? Please describe what is meant by "Power Protection Unit"? Please describe what is meant by "Network Security Kit"?
 - Question 1: Please refer to section 3.6.12 of the RFP for the definition of "Hard Drive Security Kit".
 - Question 2: Please refer to section 3.14 of the RFP for the definition of "Power Protection Unit".
 - Question 3: Please refer to section 3.6.16 of the RFP for the definition of "Network Security Kit".
- 178. RFP Section 5.4.5.1 Under RFP section 5.4.5.1 WSCA requests the successful vendor tie changes to lease rate factors using the yield curve rates website of http://www.ustreas.gov/offices/domestic-finance/debt-management/interest-rate/yield.shtml. This vendor respectfully requests to be allowed to tie any rate changes to the following website site http://www.federalreserve.gov/releases/h15/update/reflecting the most current published constant maturity rates in place of the yield curve website reflected in the RFP.

Vendors may propose this as an exception.

179. WSCA has requested that vendors utilize SAP in lieu of FASB 13 for accounting standards. Please explain the necessity of this choice and whether or not WSCA would accept FASB 13 standards in lieu of SAP.

Either may be used.

180. Page 3, Section 1.3. states "The anticipated contract award will be a limited multiple award with Groups A& B being awarded collectively" Question: can you tell us how many vendors you plan to award in these two categories?

WSCA will not be assigning a target number of awarded vendors for any Grouping.

181. Page 4, Section 1.11. states "A participating state may evaluate and select a vendor for award in more limited geographical areas where judged to be in the best interests of the state or states involved." Question: Does this mean that a vendor who does not evaluate well enough to be awarded a collective contract across all participating states may still receive an award for a State specific award if it is to the participating State's advantage?

No.

Page 9, Section 3.6.12. states "The parts and software required to enable US Department of Defense (DoD) standards for data overwrite". Question: Can you clarify the requirements for the Data Security Kit? You state DoD standards. DoD Standards are Common Criteria Validation. Do the Data Security Kits need to be Common Criteria Validated?

Question 1: Please refer to Section 3.6.10 of the RFP.

Question 2: Yes.

183. Page 14, Section 3.25. Question: Can a vendor submit pricing on more than one machine per category?

No.

184. Page 16, Section 4.7. states, "Successful vendors must have the capability, at a minimum to report on the previous quarter's activities for all contract placements as well as all contract impressions in both dollars and units." Question: Are the "contract impressions" to be considered meter readings or meter counts? If this is the case, can the meter read reporting be eliminated from the RFP?

Question 1: Actual impressions.

Question 2: No, meter reading reporting should be the basis for the report on actual impressions.

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Page 16, Section 4.9 states, "Pricing for this RFP and any subsequent contract must be expressed as a discount from Manufacturer's Suggested Retail Price (MSRP). Question: Can the percentage discount from MSRP differ between each segment or are they required to be the same percentage of discount? Can the accessories/options and the software have differing levels of discount from MSRP or are they required to be the same?

The discount can differ by segment as well as the accessories (by segment) and software.

186. Page 31, Section 5.6.5 states, "Successful vendors must propose additional software to aid in the multifunctional aspects of the proposed equipment within each grouping." Question: All vendors use 3rd party software applications in addition to their own manufacture developed applications. If a 3rd party software application is required, can the vendor supplying the application invoice the customer directly for the cost of the application?

Yes.

187. Page 40, Section 10.1 states, "Proposals shall be consistently evaluated and scored in accordance with the NRS 333.335(3) based upon the following criteria." Question: The evaluation criteria is listed but there is not any indication on the methodology of evaluation within the criteria. Can further information be provided on the evaluation? Are each of the areas of evaluation going to be weighted equally or will a category such as Pricing be weighted heavier than the other areas?

The methodology is listed in Attachment K.

As per NRS 333.335(4), "The weight of each factor must not be disclosed before the date proposals are required to be submitted."

188. Eligible Agencies - Who can use these contracts? Are Non-Profit entities eligible to use the contracts?

This would be determined at the time of the Participating Addendum and varies by state.

189. Proposal Extension – Is there a possibility that the due date of this RFP will be extended?

No.

190. Is it a requirement for a manufacture to bid all segments in order to be considered. Example: In the black & white convenience group you are listing segments 9 - 90 to 99 ppm & segment 10 - 100 to 119 ppm, if a manufacture does not offer products in these category will they be eliminated from consideration.

No.

191. If a manufacture does not bid all groups will they be eliminated? Example: If a manufacture does not bid the production color or production black & white groups will they be eliminated from consideration.

No.

192. If a manufacture does not bid all financing options (rental, capital lease, operating lease etc.) all terms (12,24, 36, 48, 60 months) will they be eliminated from consideration.

Yes, vendors not bidding all financial terms will be eliminated from consideration as per section 4.8 of the RFP. Vendors not submitting all financial terms must list this as an exception under section 5.4.5.2 of the RFP.

193. Page 3 – Section 1.3: Convenience: What does limited award mean? How many vendors will be chosen? Production, Production Color, Software and Wide Format: One Vendor?

Please refer to question 180.

194. Page 3 – Section 1.4: Is Statewide Coverage required in all States? Will each State choose their vendors? If we have limited coverage in one state but have excellent coverage in the others how will this affect the scoring of the award.

Question 1: No.

Question 2: Yes, from the awarded vendor list.

Question 3: This will be scored within the "Ability to service the contract" criteria.

195. Page 4 – Section 1.7: What is the weighting on each criteria?

Please refer to Question 187.

196. Page 4 – Section 1.12: Will this RFP be the primary for each state? What is the criteria for the state to go out for an additional solicitation? The answers to these questions are vital in determining the value of this RFP. That value will be the basis for most responses.

It is possible that a Participating State may not choose to utilize this contract as the primary contract for either the State purchases or for political subdivisions. In some cases WSCA contracts have replaced the State contracts for the Participating States. However, on limited occasions States have chosen to only use the WSCA contracts for the use of Political Subdivisions only which tends to be a larger spend than the State alone. In the case of all of the states listed in Attachment F, it is the expectation that the resulting contract from this RFP would be the primary copier contract.

197. Page 5 – Section 1.16.1: We are assuming that their fee will be added to the WSCA fee and will be included in their contract.

There is only one WSCA fee, the WSCA Administrative fee of one half of one percent (.5%) of the total sales from this contract.

198. Page 7 – Section 3.4.1: How is the "estimated economic life" of a copier measured or determined?

This is an accounting term that is determined by the lessor if no accounting standard exists.

199. Page 7 – Section 3.43: Ownership of the "property" would only be transferred if the option to purchase is exercised, correct?

Ownership of the property would be transferred if the property is purchased or if a buyout to own is exercised at the end of any applicable leasing term.

200. Page 9 – Section 3.6.12: Does the reference refer to DoD Standard 5200.2x-M? If not will WSCA provide the criteria they will evaluate?

Yes.

201. Page 9 – Section 3.6.13: Can the LCT be part of the base copier (as long as we meet paper capacity specs) or does it have to be a separate part number?

LCT does need to be separate from the base unit.

202. Page 11 – Section 3.10: Will direct sales operations with local sales and service offices be classified as local dealers or non local and how will this affect the scoring?

The effects on scoring will be within the "Ability to Service the Contract" criteria.

203. Page 11 – Section 3.11: Please explain "The manufacturer's original OEM name shall appear on the equipment from the original point of manufacture, even if private labeled by a third party."

The copier proposed must be branded as one of the Vendors brand. The vendor can propose either models manufactured by them or private labeled for them but in either case it has to have their name on the device. This only applies to the copiers and not software.

204. Page 13 – Section 3.21.1: Are short term rentals cancelable without penalty? Are we contractually obligated to provide short term rentals?

Question 1: Yes.

Question 2: No, but this must be listed as an exception

205. Page 16 – Section 5.1.2: What is the process for eliminating a dealer/sales rep etc. Is there be a mediation process before a dealer or rep is removed? "Participating State Contract Administrator may remove a dealer or distributor from the list of those designated to service this Contract at any time without further explanation or process."

There typically is a discussion between the Participating Contract Administrator and the Successful Vendor but this is not mandatory.

206. Page 17 Section 5.1.5: Does the replacement product have to be in a required percentage of original purchase/rental/lease price of equipment it is replacing?

No, however, the original price list discount will remain unchanged and it must meet the requirements of the corresponding segment.

207. Page 17 – Section 5.1.6: Can acceptance be defined as product that has been delivered and installed to manufacturer's specifications? Can a reasonable time limit be established?

Vendors can propose this as either further clarifying language or as an exception.

208. Page 18 – Section 5.1.8: Are trade in a requirement of the contract and how will that be scored?

Equipment Trade is part of the terms and conditions of the contract not a requirement (section 4). Further, this term and condition states "Successful Vendors <u>may</u> allow" not must. If vendors were to draw an exception to this term and condition and not allow any trade in of equipment, this would be scored under the "conformance with the terms of this RFP" criteria.

209. Page 19 – Section 5.1.9: Is it within our rights to not accept, or to negotiate, any additional terms and conditions incorporated into a Participating Addendum?

Yes.

210. Page 19 – Section 5.1.12: Can a demo time limits by segment be established; instead of a blanket 30 days?

Vendors may propose this as an exception.

211. Page 19 – Section 5.1.13: If concessions are made for volume purchases is the WSCA fee still required. What is the definition of a volume purchase; this should be limited?

Question 1: Yes.

Question 2: Please refer to section 5.1.13 of the RFP.

212. Page 20 – Section 5.2.1.4.3: Can the requirement for a bypass be deleted on Group A, Segment 10. This type of production equipment typically does not have bypasses and limits the responses.

No, as bypasses are commonplace on Convenience segment 10 copiers (but very rare on production segment C1 copiers).

213. Page 20 – Section 5.2.1.4.5: Should 11" x 14" read 8 ½" x 14"?

Please refer to question 23.

214. Page 21 – Section 5.2.1.5: Should Segment 2 Console and Segment 2 Desktop be reversed?

No.

215. Page 21 – Section 5.2.1.5: Will emulated PS satisfy the mandatory requirement for Adobe Postscript

Vendors may propose this as an exception.

216. Page 22 – Section 5.2.1.6: Should each segment have a different monthly minimum volume to each speed group?

No. Please refer to section 5.4.6.9 of the RFP.

217. Page 22 – Section 5.2.1.6: What are the minimum requirements for make ready software? Paper weights? Paper sizes up to 13 X 19? How small?

Question 1: Please refer to section 5.6.5.5 of the RFP.

Question 2: None.

Question 3: No.

Question 4: There is no minimum size of paper requirement.

218. Page 22 – Section 5.2.1.8: Should Group C (second time) be Group E.

Yes.

219. Page 23 – Section 5.2.5: Is the 90-day warranty for latent defects or can we not charge the service CPC during the initial ninety days? We assume we will charge for supplies during this period; correct? Does this apply to purchase units only? Should the third sentence changed to align with the second sentence (Any and all items failing during the warranty period will be *repaired or* replaced promptly free of charge.)

Please refer to question 110.

220. Page 23 – Section 5.3.4.4: If the customer does not allow electronic submission of meter reads then it becomes the responsibility of the user to submit read; correct?

Yes.

221. Page 24 – Section 5.3.5: Can separate SLA's be proposed by State?

Yes, however, this method will be compared against other proposals.

222. Page 24 – Section 5.3.8.1: Are response times be calculated as "fleet averages over a contract (or calendar) quarter?

Either.

223. Page 25 – Section 5.4.1: Please define "centralize all billing".

The billing remit to address must be the same for all State invoices.

224. Page 26 – Section 5.4.5: Are we required to bid on all Acquisition methods? Could a vendor bid non cancelable lease and not bid cancelable rental? How does that effect the scoring for the award?

No. Please refer to section 4.8 of the RFP.

225. Page 26 – Section 5.4.5.1: With the current financial markets can the lease factor change be adjusted to the adjustments to the US Treasury Yield Curve Rates?

Yes, please refer to section 5.4.5.1 of the RFP: "Successful Vendors may update all lease rates on a quarterly basis for changes in the financial markets. In order for the Successful Vendor to alter the bid lease rates, all lease rates must be indexed against the US Daily Treasury Yield Curve Rates."

226. Page 27 – Section 5.4.6.1 and 5.4.6.2: Does this mean that WSCA requires service to billed separate from supplies

No, but separate billing should be an option.

227. Page 28 – Section 5.4.6.10: Zone 2 moves: Can we set a flat rate move cost by segment? It cost a substantially more to move a segment 10 machine then it does a segment 1. Can Zone 3 moves include time and miles?

Question 1: Vendors may propose this as an exception.

Question 2: Vendors may propose this as an exception.

228. Page 34 – Section 6.3: Are dealers considered Sub contractors?

Hawaii and Alaska have higher Freight costs then the contiguous 48. Will WSCA allow for transportation up charge on these states?

Question 1: Yes, dealers are considered subcontractors.

Question 2: No.

229. Page 4, Item 1.13 Sentence 2 ... An award under any subsequent contract does authorize the awardee to conduct sales in any state without an authorizing Participating Addendum for that awardee. Is this correct or did the state intend on stating **does not**?

Item 1.13 has been corrected.

- 1.13 Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State. Additionally, an Award under any subsequent contract does not authorize the awardee to conduct sales in any state without an authorizing Participating Addendum for that awardee.
- 230. Page 3, & Pages 14 & 15 Group A & B: Item 1.3 Anticipated Contract Award Must a vendor offer product in each segment in order to be considered for award or would the state consider making an award to a vendor even if offering only a single Segment within Group A.

The vendor does not need to offer a product in each segment in order to be eligible for award for a grouping.

231. Page 20, Item 5.2.1.4.5 Paper Size Capacity, Group A & B
In order to increase competition and to provide a less expensive option for the state,
would the state consider an acceptable paper size capacity of 11" x 14" to be extended to
Group A, Segment 2,3& 4 and Group B segment 3H, & 4H.

No.

232. Page 21, Optional Accessories, Segment 2 Console, - In order to increase competition would the state consider removing the requirement for these models to provide basic office finishing, Internal finisher, & Hard Drive Security Kit. Some models for example do not offer Hard Drives in this Segment.

No, but a Hard Drive Security Kit would not be necessary if there is no hard drive. However, this still must be listed as an exception.

233. Page 21, Optional Accessories, Segment 3& 4, - In order to increase competition would the state consider removing the requirement for these models to provide basic office finishing, Advanced Office finisher, Internal/ wing finisher, Booklet maker, Inline 3 hold punch & Hard Drive Security Kit or creating a separate group that do not require these options? Not all applications require such a powerful unit and at a time when many states are experiencing deficits or projected deficits a less expensive model or group in these categories may be useful.

Please refer to question 232.

234. Page 22, Installation & Environment Requirements - Would posting of these requirements to the vendor's WSCA website satisfy these requirements?

No, the "Successful Vendor must <u>advise</u> Customer of any and all specialized installation and environmental Customer site requirements for the delivery and installation of contract equipment. If the vendor would propose that these installation and environmental requirements are only posted to the web site, this must be listed as an exception.

235. Page 23, Item 5.2.4 Post Consumer Waste Paper Would the state accept machines that are certified to accept up to and including 30% PCW paper rather than 100%? This has been a more utilized and common industry benchmark.

No, but Vendors may propose this as an exception.

236. Considering some vendors may not be able to make a reasonable determination on whether or not they will be able to provide a responsive offer until after the answers to the questions are provided on the 15th, would the state please consider extending the time frame for submission of the references and for final response until February 25, 2009.

No.

237. Ref. Attachment C Master Services Agreement, Section 4
Does cancellation affect existing leases or is it for the contract (i.e., any future placements)?

No.

238. Does WSCA have the option to not purchase a service contract for the selected vendor's equipment?

Yes.

239. Can Vendor choose to "no bid" a particular segment and still be compliant with the RFP requirements?

Yes.

240. Ref. 3.25, Group E

Is a wide format copier the same as a wide format printer?

No, a wide format copier, under this RFP must Copy, Print and Scan.

241. Ref. Section 2, Attachment F and Attachment C
Can WSCA clarify which states will be participating under the contract?

The states listed on Attachment F are anticipated to participate within this contract in addition to other states that may join between now and the end of this contract.

242. Ref. 9.3.1, Part I Technical Proposal Please identify what specific documents and sections are required.

Attachment H must be included in the Technical Proposal not the State Documents sections.

243. Ref. 5.3.8 Service, Timeliness of Service, response times for Remote areas. Under paragraph 3.18 "Remote" is defined as "Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance."
Can you please provide an example of a WSCA office or location that would fall under the remote category?

Assuming that the Vendor had no service base location in the area, Barrow, Alaska would qualify.

244. Ref. 5.4.5.8 The Successful Vendor may offer to Customers an upgrade/downgrade option for equipment placed under any subsequent contract. Such upgrade/downgrade options must afford a Customer the option of upgrading or downgrading a portion of a fleet under a lease or rental without penalty. The Successful Vendor must, at the time of proposal, specify; the minimum fleet size this option would be available to; the percentage of a fleet that could be upgraded or downgraded; and at what point(s) within a lease or rental that this option would be available.

Is the percentage of a fleet that could be upgraded/downgraded by entity, state, agency, or other?

This would be up to the Vendor to propose.

245. For those states that have already signified their intent to enter into the WSCA contract, do we have the right to review their addendums after award, and then negotiate with them on terms (and perhaps pricing) that they may have in their agreement that may be different from WSCA? Or, by submitting a WSCA offer, are we agreeing to their terms and conditions at the same pricing as we offer in our submittal?

The expectation is that Vendors would respond to all terms and conditions including WSCA, the State Nevada and other Participating States. For those states that have not submitted unique Terms and Conditions as part of this RFP, those Terms and Conditions would be negotiated prior to the execution of a Participating Addendum.

246. Is the WSCA offer at this time only based on the terms of the WSCA bid, which currently is based on the contractual needs of only the State of Nevada?

No, refer to question 245.

247. Why is there no target of the number of awardees?

There is no target for the number of awardees because WSCA does not know how many respondents there will be. Additionally, there are certain groupings that a limited number of vendors can successful respond to which further reduces the pool of respondents.

248. How does the WSCA Administrative Fee work? Is this different than a State Administrative Fee? Which needs to be accounted for in the pricing submitted as part of a response?

The WSCA administrative fee is a fee levied on all sales under this contract. In this case the fee would be 0.5% of all sales (including leases and software), Service/Supplies revenue and Cancelable Rental revenue. In the case of a sale (or funding of equipment by a leasing company) this fee would be levied on the sale price of the equipment or software once booked or funded. In the case of Service, Supplies and Cancelable Rental this fee would be levied from the periodic billings once received. Cancelable Rentals are treated from their revenue stream as these funding types typically have no sale recorded but rather are carried as a liability and there is no guarantee that these devices will remain in place for the full term.

Certain Participating States may levy an additional Administrative fee on all sales. This would be determined at the time of a Participating Addendum.

Only the WSCA Administrative Fee of 0.5% needs to be accounted for within the pricing submitted as part of the RFP response.

249. Additional Reporting Requirements

The additional attached reporting standards have been added to the reporting standards listed in Attachment J.



If you have any issue in opening this document, please contact Nevada State Purchasing Division at (775) 684-0170 or srv purch@purchasing.state.nv.us

250. Additional Testing Procedures

The Ascher Group will be conducting equipment testing against the requirements, terms and conditions of the RFP the week of February 23rd 2009 in Denver, Colorado. Testing will be performed on all equipment in Groups A and B within the same marking engine grouping so long as the operating software is the same. This will require that all Vendors short listed will need to have equipment available in the greater Denver area for testing at their location. This testing will encompass:

- Authentication versus LDAP.
- Hard Drive Overwrite.
- Driver Sets Single Driver, Series of Drivers, Bi Directional Support, SNMP Broadcasting.
- San and Print Speed of Machine on Recycled paper (30% PCW).
- Paper Jamb Points Internal, Paper Supply and Finisher.
- Review of Equipment configurations against minimum options.
- Basic copier operations (i.e. AES, AMS, APS, ATS and AS).

251. Additional Mandatory Questions:

- H.2.5 How often does the Vendor revise the MSRP of equipment and why?
- H.2.6 Would the Vendor be willing to fix the MSRP of the quoted equipment over the life of the contract?



If you have any issue in opening this document, please contact Nevada State Purchasing Division at (775) 684-0170 or srv <u>purch@purchasing.state.nv.us</u>

252. Section 4 Correction:

In accordance with NRS 333.333, "Each request for proposals must include minimum requirements that the successful bidder must meet for the awarding of a contract pursuant to the provisions of this chapter."

253. Section 9 Correction:

Number of required CD's submitted has changed.

9.3.1 Vendors shall submit their response in four (4) parts as designated below:

Part I: Technical Proposal

One (1) original marked "MASTER"

Nine (9) identical copies

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One (1) Six (6) identical copy on CD (**Note**: CD must be labeled accordingly and in a case.) DO NOT include hard copies of brochure information with the response. DO include all brochure information within the electronic copy of the response. Technical Proposal <u>must not include</u> State documents, cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP No. 1715"

Part II: Cost Proposal:

One (1) original marked "MASTER"

Nine (9) identical copies

One (1) Six (6) identical copy on CD (Note: CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Cost Proposal in Response to RFP No. 1715"

ALL ELSE REMAINS THE SAME.

Vendor shall sign and return this amendment with proposal submitted.
NAME OF VENDORXerox Corporation
AUTHORIZED SIGNATURE Jamus VI ALVANIA
TITLE _Vice President Finance/Controller, Western Operations DATE
TITLE _vice Tresident Finance/Controller, western Operations DATE

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Page 1 of 2 State of Nevada Department of Administration Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701



Jim Gibbons Governor

Greg Smith Administrator

SUBJECT: Amendment No. 2 to Request for Proposal No. 1715

DATE OF AMENDMENT: January 21, 2009

DATE OF RFP RELEASE: December 3, 2008

DATE AND TIME OF OPENING: February 4, 2009 @ 2:00 p.m.

AGENCY CONTACT: Lyn Callison, Purchasing Officer

The following shall be a part of RFP No. 1715 for **Multifunction Copiers & Related Software.** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Page 46 Addendum one - Question 223 - You indicate that all invoices must have the same remit to address for "all State Invoices". Does this mean there can be a different remit to for each state or does it mean a common "remit to" for the WSCA contract (all 18 states)?

No. Some states may require a single remit to for all state purchases for that state only. This is not a common requirement for all states.

2. Page 40 Question 182 and Page 43 question 200 - You indicate in the RFP that DOD Security must available on all products referencing Dod Standard 5500.2x-M(answer to question 200). Did you mean to add to the DoD requirement the <u>additional</u> requirement of Common Criteria Certification (answer to question 182 and not required by Dod). This <u>additional</u> requirement may limit possible responses.

Vendors must at a minimum be able to meet the DoD standard but may also submit equipment that meets the Common Criteria.

ALL ELSE REMAINS THE SAME.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR	Xerox Corporation		
AUTHORIZED SIGNATURE	Dawn M. Sutherland	sawall other land	
TITLE Vice President Finance/O	Controller, Western Operations	DATE	

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment A CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION PRIMARY VENDOR

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" will not be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5). All proposals are confidential until the Contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked "confidential."

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the <u>proposals will remain confidential</u>.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as

"State Documents" section/tab

defined in Section 2 "ACRON	YMS/DEFINITIONS."	•	-
YES	NOX		
VENDOR NAME_XEROX	<u>CORPORATION</u>		
SIGNATURE Dannel Primary Vendor	Suthaland		
PRINT NAME <u>Dawn M. Sut</u>	herland	 Date	
	This document must be sul	omitted in the	

Attachment B CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP PRIMARY VENDOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES	NOX		
VENDOR NAME_XEROX CO	RPORATION		
SIGNATURE January Vendor	thorand		
PRINT NAME _ Dawn M. Suther	land		_
Primary Vendor		Date	

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
		Please See Preceding Pages

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the "State Documents" section/tab

The State of Nevada Purchasing Division On behalf of the Western States Contracting Alliance (WSCA) Request for Proposal No. 1715 for Multifunction Copiers and Related Software Opening Date: February 4, 2009

XEROX

Please note that the following clarifications are a part of our bid proposal. These clarifications are not intended to alter the State's RFP but rather to explain our offer.

In addition, Xerox' "Terms and Conditions Attachment" which includes Xerox' lease, purchase, and maintenance terms and conditions is enclosed as required by Section 11.9 of the RFP.

In the event the State determines these clarifications or the terms within Xerox' "Terms and Conditions Attachment" conflict with the terms of the RFP, Xerox will amend its clarifications to the satisfaction of both parties.

5. Project Terms and Conditions

5.1.6 Equipment Inspection / Testing / Acceptance: Xerox proposes that equipment be considered accepted, upon installation of the equipment by Xerox, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the State for use.

Notwithstanding acceptance, Xerox will be keep the equipment in good working order in accordance with the specifications contained in the State's solicitation or Xerox will replace the equipment with a like model at Xerox' expense.

5.1.11 Termination for Non-appropriations: Xerox requests:

- a) Written notice stating that your legislative body, though no action on your part, failed to appropriate funds for continuation of the obligation.
- b) Certification that the canceled Equipment is not being replaced by similar equipment or equipment performing similar functions.
- c) You agree to make the Equipment available for pick up by Xerox. When the Equipment is picked up, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).
- **5.2.5 Warranty:** Xerox provides warranty by way of a monthly billed maintenance agreement, which is a mandatory part of any monthly lease or rental payment. Maintenance agreements commence upon installation of the equipment. Xerox will repair or replace defective parts or equipment at Xerox' expense as long as the equipment is being maintained by Xerox under a maintenance agreement. If the maintenance agreement is cancelled or it is not renewed Xerox' obligation to repair or replace equipment ceases.

- 5.4.5.8 Lease Upgrade and Downgrade (Trades) Option: The end user may replace leased equipment prior to lease expiration by paying off the remaining lease balance without any added prepayment penalties. Normally, the existing lease balance is satisfied or reduced through a trade-in allowance. If the trade-in allowance is not sufficient to pay off the remaining lease balance the remainder can be added to the price of the incoming equipment and refinanced over the term of the new lease.
- Please note that the end user has the option to add functionality and capability to existing leased equipment at anytime through the addition of optional software packages or hardware accessories. Any such added software or accessories will be financed over the remaining term of the lease agreement.
- **5.4.6 Pricing, Service and Supplies Inclusion; Consumable Supplies:** Maintenance, lease, and rental meter charges will include the cost of toners, developers / cartridges, and fuser lubricants.
- **5.4.6.10 Equipment Moves / Relocations:** Prices quoted do not include the cost of any end-user requested equipment relocations. A quote will be provided to the State prior to relocation of the equipment.
- **5.4.8.2 Software Patches and Updates:** The software maintenance agreement includes the cost of patches or fixes for the software as stated in the Solicitation. Additional features and functionality are not included in any patches or fixes and would be subject to an additional charge for the added capabilities should the end-user choose to purchase them.
- **8. Payment:** Xerox requests payment within thirty (30) days after receipt of the invoice.

Attachment C Master Services Agreement

17. Delivery; Acceptance of Equipment: Xerox proposes that equipment be considered accepted, upon installation of the equipment by Xerox, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the State for use.

Notwithstanding acceptance, Xerox will be keep the equipment in good working order in accordance with the specifications contained in the State's solicitation or Xerox will replace the equipment with a like model at Xerox' expense.

- **21. Contract Termination: Termination for Vendor Default:** Xerox requests written notice of its default and a minimum of thirty (30) days to cure its performance before the State exercises its rights under this provision.
- **24. Force Majeure (applicable to individual placements):** In lieu of termination should a condition of Force Majeure arise where Xerox is unable to perform for thirty (30) or more calendar days, Xerox requests that payments be suspended for the period of the Force Majeure and then the original term of the Agreement be extended for both payment and provision of services for a period of time equal to that of the Force Majeure.

- **25. Indemnification:** Xerox, to the extent permissible by law, submits the following with respect to Indemnity:
 - (a) Indemnification is contingent upon State giving Xerox written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder and permits Xerox to control the defense of any such claim or action at Xerox' own expense. Notice shall be sent to "Corporate Risk, Xerox Corporation, 45 Glover Avenue, P. O. Box 4505, Norwalk, Connecticut 06856-4505." State agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that State shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Xerox with all reasonable assistance which Xerox may require.
- **26.** Insurance Requirements, General Requirements, a. Additional Insured: Except for indemnified matters, claims under this provision shall only apply to losses or claims resulting from Xerox fault or negligence.
- **30. Assignment / Delegation; Leases:** Please note that Xerox automatically assigns all leases to a wholly owned subsidiary of Xerox. Such assignment shall be transparent to the State.
- **31. Ownership of Proprietary Information:** Xerox does not anticipate the development of any customized products or programming in connection with the services provided under this Contract. Any products or programming developed while providing services under this Contract shall remain the property of Xerox, unless the State specifically contracts with and compensates Xerox to develop products or programs for the exclusive use of the State.

Xerox does agree, however, to grant the State a non-exclusive, non-transferable, perpetual right to use any programs created by Xerox under this contract strictly for the State internal business use and not for resale and/or distribution to third parties. All content and data specific to the State shall remain the property of the State.

32. Patents, Copyrights, Etc.: Xerox agrees to indemnify the State with the understanding that Xerox is promptly notified in writing and has sole control of the defense and settlement of such claims, suits, and actions, but Xerox' indemnity shall not apply to any infringement arising solely from the use or sale of equipment in combination with any device or Equipment not provided hereunder by Xerox, or to any infringement caused by modification of the Equipment by other than Xerox.

Attachment E RFP Terms and Conditions for Goods

3. Infringement; Indemnity: Xerox agrees to indemnify the State with the understanding that Xerox is promptly notified in writing and has sole control of the defense and settlement of such claims, suits, and actions, but Xerox' indemnity shall not apply to any infringement arising solely from the use or sale of equipment in combination with any device or Equipment not provided hereunder by Xerox, or to any infringement caused by modification of the Equipment by other than Xerox.

- **3.** Infringement; Indemnity / Repurchase of Equipment if State is Enjoined from Using the Equipment: Xerox will repurchase and such equipment less a reasonable charge for the usage of the equipment.
- **8.** Delivery, Inspection, Acceptance, Risk of Loss / Acceptance: Xerox proposes that equipment be considered accepted, upon installation of the equipment by Xerox, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the State for use.

Notwithstanding acceptance, Xerox will be keep the equipment in good working order in accordance with the specifications contained in the State's solicitation or Xerox will replace the equipment with a like model at Xerox' expense.

8. Delivery, Inspection, Acceptance, Risk of Loss / Title to Leased or Rented Equipment: Title to leased or rented equipment will occur after all payments have been made and the State has paid the purchase option price.

Attachment G Service Level Agreement

Exhibit B – Service Level Agreements

- **1.5 Equipment Performance, Replacement of Equipment:** Xerox agrees to repair or replace defective parts or equipment at Xerox' expense as long as the equipment is being maintained by Xerox under a maintenance agreement. The replacement equipment will be a like or similar product. If the maintenance agreement is cancelled or it is not renewed Xerox' obligation to repair or replace equipment ceases.
- **1.6 Additional Vendor Guarantees; 1.6.2 Loaner Unit (applicable to the fleet copiers):** A loaner will be provided if equipment is not returned to service after three (3) business days. If equipment is not repaired within three (3) business days and a loaner is not provided, Xerox will issue a credit that is equal to 1/30th of the monthly maintenance component for each day beyond three (3) days that the equipment is not available for use.
- **1.6 Additional Vendor Guarantees; 1.6.2 Backup Production (applicable to the Production Center):** If production equipment cannot be returned to service within three (3) business days Xerox will make arrangements for the State to reproduce its work at Xerox' local demonstration facility.

If the demonstration facility is not available, Xerox will arrange to have the State's work produced by one of its local printing partners. Payments by Xerox for such work in any given month may not exceed the monthly base maintenance charge paid to Xerox as part of the monthly lease payment.

1.6 Additional Vendor Guarantees; 1.6.3 Invoicing: In lieu of a credit on the invoice, Xerox will issue a separate credit for any credits due under this provision.

Thank you for the opportunity to propose Xerox products and services.
Sincerely,
Xerox Corporation
ACION Corporation

Xerox Corporation Terms and Conditions Attachment

The State of Nevada Purchasing Division On behalf of the Western States Contracting Alliance (WSCA) Request for Proposal No. 1715 for Multifunction Copiers and Related Software Opening Date: February 4, 2009

GENERAL TERMS: The following terms apply to all transactions:

- 1) BASIC SERVICES. As a mandatory part of a lease, Xerox (or a designated servicer) will provide the following Basic Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Basic Services; such Equipment to be designated as "No Svc."):
 - A) REPAIRS & PARTS. Xerox will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
 - B) HOURS & EXCLUSIONS. Unless otherwise stated, Basic Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. You agree to give Xerox reasonable access to the Equipment. Basic Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables). You agree to use Equipment in accordance with, and to perform all operator maintenance procedures for Equipment as set forth in, the applicable manuals provided by Xerox.
 - C) INSTALLATION SITE & METER READINGS. The Equipment installation site must conform to Xerox's published requirements throughout the term of this Agreement. If applicable, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.
 - D) CARTRIDGE PRODUCTS. If Xerox is providing Basic Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment.

- 2) CARTRIDGES. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge. Cartridges sold as Environmental Partnership ("EP") Cartridges remain the property of Xerox. You agree that you shall return all EP Cartridges and may return other Cartridges to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, for remanufacturing once such Cartridges cease functioning.
- 3) COVENANTS. Each party agrees that it will promptly notify the other party in writing, if it relocates its principal place of business.
- 4) SUPPLIES INCLUDED IN BASE/PRINT CHARGES. Xerox (or a designated servicer) will provide you with black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser ("Consumable Supplies") throughout the term of this Agreement. For full-color Equipment, Consumable Supplies shall also include, as applicable, color toner and developer. You agree that the Consumable Supplies are Xerox's property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point (at Xerox's expense when using Xerox-supplied shipping labels), and that at the end of the term of this Agreement either (a) you will return any unused Consumable Supplies to Xerox (at Xerox's expense when using Xerox-supplied shipping labels)or (b) destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage. When requested by Xerox, you agree to provide meter readings and inventory of Consumable Supplies in your possession.
- 5) EXTENDED SERVICE HOURS. If this option has been selected, Xerox will provide Basic Services during the hours indicated, with the first number establishing the number of eight-hour shifts covered and the second establishing the days of the week (e.g., 2 x 6 would provide service from 8:00 A.M. to 11:59 P.M., Monday through Saturday). The cost of this enhanced service coverage will be billed separately and, as such, is not included in your Minimum Lease Payment or Print Charges.
- 6) NOTICES. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for you, the "Bill to" address listed on the first page of this Agreement and, for Xerox, our inquiry address set forth on the most recent invoice to you.

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

- 1) SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xeroxbrand Equipment acquired hereunder ("Base Software") as well as software specifically set out as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software or to any software and accompanying documentation made subject to a separate license agreement.
 - A) Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied access to the Base or Application Software to periodically reset such code; (b) you otherwise breach any term of this Agreement; or, (c) your license is terminated or expires.
 - B) Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it, or (2) upon the termination of any agreement under which you have rented or leased the Equipment.
 - C) If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.
 - D) Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.
- 2) SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Basic Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to this Agreement, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees).
 - A) Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.
 - B) Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available to you by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases.
 - C) Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems as specified by Xerox.
 - D) Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if you have modified the Base or Application Software.

- E) For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. (For state and local-government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)
- 3) DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (a) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner, and (b) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

LEASE TERMS: The following additional terms apply only to lease transactions:

1) NON-CANCELABLE LEASE. THIS AGREEMENT IS A LEASE AND IT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND YOUR OBLIGATION TO MAKE ALL PAYMENTS DUE OR TO BECOME DUE SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED SOLELY AGAINST XEROX IN A SEPARATE ACTION.

2) LEASE COMMENCEMENT, PAYMENT, TAXES & CREDIT HISTORY.

- A) The lease term for this Agreement shall commence upon installation of the Equipment; provided, however, for customer-installable Equipment, the lease term for this Agreement shall commence upon delivery of the Equipment.
- B) Invoices are payable upon receipt and you agree to pay Xerox each Minimum Lease Payment, all Print Charges and all other sums due as follows: (i) if the invoice displays a due date, payment is due and must be received by Xerox on or before said due date, or (ii) if the invoice does not display a due date, payment is due and must be received by Xerox no later than thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.
- C) You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind; Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any personal property taxes and taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.
- D) You, to the extent required by applicable law, authorize Xerox (or its agent) to obtain credit reports, make such other credit inquiries as Xerox may deem necessary at any time, furnish payment history information to credit reporting agencies, and release to prospective assignees of this Agreement or any rights hereunder credit-related information Xerox has about you and this Agreement. Even if Products have been delivered, Xerox may, within sixty (60) days following its acceptance of this Agreement, revoke the Agreement if your credit approval is denied.

3) ASSIGNMENT.

- A) If you wish to assign any rights or obligations under this Agreement, you shall provide a written notice to Xerox of such request for consent, with said notice including the name of the proposed assignee. Your request to assign this Agreement will be granted by Xerox if: (1) you are not in default under this Agreement or any other agreement with Xerox; (2) the proposed assignee agrees to the section of this Agreement titled "LEASE COMMENCEMENT, PAYMENT, TAXES & CREDIT HISTORY" as applicable to it, for the purposes of the proposed assignment; (3) the proposed assignee meets Xerox's then current credit criteria for similar transactions as determined by Xerox in its sole discretion; and, (4) you and the proposed assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by you requires the written consent of Xerox and may not be accomplished by operation of law.
- B) Xerox may assign this Agreement, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to you; provided, however, any proposed assignment to a person or entity not identified previously in this sentence shall require your prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox, without notice to you, may release information it has about you related to this Agreement. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. You shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Basic Services, and you hereby waive and release any assignees of Xerox from any such claim relating to or arising from the performance of Xerox's obligations hereunder. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, you shall remit payments due in accordance with remittance instructions of the assignee.

- 4) MINIMUM LEASE PAYMENTS. The Minimum Lease Payments, along with any additional Print Charges, cover your cost for the use of the Equipment and its maintenance as described herein. Each Minimum Lease Payment (which may be billed on more than one invoice) shall consist of the total of (a) any Periodic Base Charge, and (b) any Periodic Minimum Number of Prints multiplied by the applicable Meter 1 Print Charge(s). For full-color Equipment, color copies are counted on Meter 1.
- 5) MAINTENANCE COMPONENT PRICE INCREASES. Xerox may annually increase that amount of the Minimum Lease Payment and Print Charges you are charged for maintenance of the Equipment (the "Maintenance Component"), each such increase not to exceed 10%. (For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.)
- 6) TITLE, RISK & RELOCATION. Title to the Equipment shall remain with Xerox until you exercise your option to purchase it. Until you exercise your option to purchase the Equipment, you agree that: (a) it shall remain personal property; (b) you will not attach any of it as a fixture to any real estate; (c) you will not pledge, sublease or part with possession of it or file or permit to be filed any lien against it; and, (d) you will not make any permanent alterations to it. The risk of loss due to your fault or negligence, as well as theft, fire or disappearance, shall pass to you upon shipment from a Xerox controlled facility. The risk of loss due to all other causes shall remain with Xerox unless and until you exercise your option to purchase the Equipment. Until title passes to you, all Equipment relocations must be arranged (or approved in advance) by Xerox and shall be at your expense. While Equipment is being relocated, you are responsible for all payments required to Xerox under this Agreement. Equipment cannot be relocated outside of the United States, its territories or possessions until you have exercised the Purchase Option indicated in this Agreement. If you acquire title to the Equipment, you must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.

7) DEFAULT & REMEDIES; LATE CHARGES & COLLECTION COSTS.

- A) For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.
- B) You will be in default under this Agreement if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due or (2) if you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (b) the remaining Minimum Lease Payments in the Agreement's term less any unearned finance, maintenance, and supply charges (as reflected on the lessor's books and records); (c) a reasonable disengagement fee calculated by Xerox that will not exceed fifteen percent (15%) of the amount in (b) above (said amount is available from Xerox upon request); and (d) all applicable Taxes. You also shall either (1) make the Equipment available for removal by Xerox when requested to do so by Xerox and, at the time of removal, the Equipment shall be in the same condition as when delivered (reasonable wear and tear excepted), together with any related software, or (2) purchase the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Purchase Option and all applicable Taxes. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.
- 8) PURCHASE LEASE OPTIONS. The following options are available for Equipment subject to this Agreement.
 - A) PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE: (i) at the end of the lease term for the Purchase Option indicated on the face of this Agreement (i.e. either a set dollar amount or the Fair Market Value of the Equipment at the lease term's conclusion ["FMV"]), plus all applicable Taxes, or (ii) any time during the lease term by paying: (1) all amounts then due; (2) the remaining Minimum Lease Payments in the Agreement's term less any unearned finance, maintenance, and supply charges (as reflected on the lessor's books and records); (3) a reasonable disengagement fee calculated by Xerox that will not exceed fifteen percent (15%) of the amount in (2) above (said amount is available from Xerox upon request); (4) the applicable Purchase Option; and (5) all applicable Taxes.
 - B) RENEWAL. Unless either party provides notice at least thirty (30) days before the end of the lease term of its intention not to renew this Agreement, it will be renewed automatically on a month-to-month basis at the same price, terms and conditions and billing frequency as the original Agreement. During this renewal period, either party may terminate this Agreement upon at least thirty (30) days notice.

- C) LEASE TERMINATION. Upon termination pursuant to B. above, and if you have not purchased the Equipment, you shall make the Equipment available for removal by Xerox when requested to do so by Xerox and, at the time of removal, the Equipment shall be in the same condition as when delivered (reasonable wear and tear excepted), together with any related software.
- 9) PROTECTION OF XEROX'S RIGHTS. You hereby authorize Xerox or its agents to file, by any permissible means, financing statements necessary to protect Xerox's rights as the Equipment Lessor. Xerox, on your behalf and at your expense, may take any action required to be taken by you under this Agreement that you fail to take.
- 10)WARRANTY DISCLAIMER & WAIVERS. XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. The parties intend this Agreement to be a "finance lease" under Article 2A of the Uniform Commercial Code. Except to the extent expressly provided, herein and to the extent permitted by applicable law, you waive all rights and remedies conferred upon a lessee by said Article.

SALE TERMS:

1. PAYMENT & TAXES.

- A. Payment (including applicable Taxes) is due within thirty (30) days after receipt of the invoice with all maintenance charges being billed in arrears. . Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.
- B. You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind; Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

2. DEFAULT & REMEDIES; LATE CHARGES & COLLECTION COSTS.

A. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

3. COMMENCEMENT, TITLE, RISK, AND RELOCATION.

- A. The term for this Agreement and any warranty applicable to the Equipment shall commence upon installation of the Equipment; provided, however, for customer-installable Equipment, the term for this Agreement and any express warranty period applicable to the Equipment shall commence upon equipment delivery date.
- B. Title and risk of loss to Equipment will pass to you upon shipment from a Xerox controlled facility. Upon passage to you of title to the Equipment, you must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software. Until you have paid for the Equipment in full, you agree that: (1) it shall remain personal property; (2) you will not attach any of it as a fixture to any real estate; (3) you will not pledge, sub-lease or part with possession of it or file or permit to be filed any lien against it; and, (4) you will not make any permanent alterations to it.
- C. Until you have paid for the Equipment in full, you must provide Xerox prior written notice of all Equipment relocations and, upon your request, Xerox may arrange to relocate the Equipment at your expense. While Equipment is being relocated, you are responsible for all payments required under this Agreement to Xerox. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.

MAINTENANCE TERMS: The following additional terms apply only to maintenance transactions:

- 1. PAYMENT & TAXES.
- A. Payment (including applicable Taxes) is due within thirty (30) days after receipt of the invoice with all maintenance charges being billed in arrears. . Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.
- B. You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind; Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.
- 2. MINIMUM PERIODIC MAINTENANCE PAYMENTS. Each Minimum Maintenance Payment includes a Periodic Base Charge, and may include a Periodic Minimum Number of Prints. Minimum Periodic Base Charges are billed in advance, with additional Print Charges billed in arrears.
- 3. DEFAULT & REMEDIES; LATE CHARGES & COLLECTION COSTS.
- A. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.
- B. You will be in default under this Agreement if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due or (2) if you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (b) the lesser of the remaining Minimum Periodic Base Charge in the Agreement's term or six (6) such payments for one-year agreements (and twelve (12) such payments for multi-year agreements); and, (c) all applicable Taxes. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.

6. COMPANY BACKGROUND AND REFERENCES

6.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

6.1.1 Company ownership (sole proprietor, partnership, etc).
6.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. Please be advised, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

XEROX RESPONSE:

Xerox is a publically traded company ranking 145th on the Fortune 500.

The Xerox Corporate Address:

Xerox Corporation 45 Glover Avenue PO Box 4505 Norwalk, CT 06856-4504

6.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.

XEROX RESPONSE:

Xerox complies

6.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.

XEROX RESPONSE:

N/A

6.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.

XEROX RESPONSE:

XEROX CORPORATION 77 Glen Carran Circle Sparks, NV 89431 6.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the State of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.

XEROX RESPONSE:

Xerox maintains residency in all 50 States with multiple facilities in each of the 50 States.

6.1.5 Number of employees both locally and nationally.

XEROX RESPONSE:

Xerox has 57,400 employees worldwide with more than 7,500 sales professionals, 13,400 managed service employees at customer sites and 13,000 technical-service employees.

Through Global Imaging Systems, a wholly owned subsidiary of Xerox, our products and services are sold and supported through regional office technology dealers in the U.S. We extend our global reach with more than 7,000 agents and concessionaries and about 40,000 technology resellers.

We are allied with IT and business partners that integrate • our systems and services into their customer solutions.

Xerox has 136 employees in the State of Nevada.

6.1.6 Location(s) from which employees will be assigned.

XEROX RESPONSE:

77 Glen Carran Circle 3230 Polaris Ave NV 89102 Sparks, NV 89431 Las Vegas, NV 89102

6.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.

XEROX RESPONSE:

Michelle DeCarlo-Lintzner Xerox Corporation 77 Glen Carran Circle Sparks, NV 89431 775/833-0623 – Business Number 1-877/518-4579 – Fax Number michelle_decarlo@xerox.com

Initially Michelle will be your Xerox point of contact for the resulting contract from this RFP. As other states initiate their Participating Addendums, Xerox intends to name a centralized point of contact for WSCA whose roles and responsibilities will be established to meet the contract and WSCA requirements. Each participating state will also have a local point of contact for their respective states. Michelle will remain the point of contact for Nevada.

6.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

XEROX RESPONSE:

The Haloid Company was founded in Rochester, New York, to manufacture and sell photographic paper. In 1949, the first xerographic copier, the Model A, was introduced. In 1958, the company name was changed to Haloid Xerox Inc., then in 1961, it was renamed Xerox Corporation.

Today Xerox has become an information and communications company, a content management provider, a trusted partner that can help our customers make the most of their I.T. infrastructure and bridge the paper and digital worlds.

Over the past few years, Xerox once known for copiers, printers and paper has greatly expanded our footprint. New technology and services offerings are generating billions of dollars in recurring revenue for Xerox. Other examples of the new Xerox abound:

- We're doubling our research and development in services-related offerings.
- We're accelerating the adoption of color printing in office environments through technologies that make color printing affordable and easy to use. Research in color printing represents about 50 percent of the \$1.5 billion Xerox and our partner Fuji Xerox invest each year in research and development.
- We've launched more than 100 products in the last three years, creating the broadest product portfolio in the industry and in our history. That's enabling us to help the office and commercial printing markets leverage new technologies like solid ink, color continuous feed, and parallel printing technology.
- We're providing our customers with energy-saving products such as Xerox's multifunction systems, waste-free choices like toner recycling and cartridge-free solid ink printers, and supplies that are more ecofriendly like High Yield Business Paper, EA Toner and Forest Stewardship Council-certified paper.

We'd like to believe that Chester Carlson who invented xerography and Joe Wilson who founded Xerox would be both amazed and proud. We used to say that we were going wherever the document takes us. That, too, has changed. Now we're taking the document wherever it can add value - - we're leveraging the document and the information it contains and using it to shape the future.

The people at Xerox have a real passion for our customers and a determination to do whatever it takes to find the right answers to business problems each and every time. Xerox is a true partner focused on building stronger relationships and connections with our customers.

At Xerox we have a can-do spirit that drives us towards problems with a quiet confidence that we can find the right answer and a steely optimism that working together all things are possible.

Our six core values that have served as our North Star since the early 1960s remain as vital to Xerox as ever:

- We succeed through satisfied customers.
- We deliver quality and excellence in all we do.
- We require premium return on assets.
- We use technology to develop market leadership.
- We value our employees.
- We behave responsibly as a corporate citizen.

In a world of constant change, these values ground us and remind us what makes Xerox a special place to work.

We take very seriously our responsibilities to make our world better, to continue to provide excellent value for our customers and shareholders, to nurture a culture that prides diversity and community involvement, to innovate in harnessing the potential of technology to the promise of a better world and to demonstrate that as good as we may be today we need to be much better tomorrow.

6.1.9 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

XEROX RESPONSE:

Xerox has approximately 315,000 customers in the U.S. alone. We provide the industry's broadest portfolio of document systems and services for businesses of any size. Our reach is global: Schools, small businesses, government agencies, commercial printers, Fortune 1000 companies and document-driven industries such as healthcare, legal and financial services – we span all types and sizes of organizations and have be doing so for the past **70 years**.

6.1.9.1 Has the vendor ever been engaged under contract by any State of Nevada agency?

XEROX RESPONSE:

[X] Yes [] No If "Yes," specify when, for what duties, and for which agency.

Xerox is currently under contract with the State of Nevada as vendor for the Copier Contract #6935. 6.1.9.2 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?

XEROX RESPONSE:

[] Yes [X] No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

6.1.9.3 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

XEROX RESPONSE:

Michelle DeCarlo-Lintzner joined Xerox in May of 1999 after receiving her Bachelors of Science, Business Administration from the University of Connecticut and has been responsible for the Government Operations in Nevada for the past 6 years.

Andrea Kenney has been with Xerox 15 years and to date has earned a Lean Six Sigma Yellow Belt and has been responsible for the successful management of some of Xerox's largest accounts and sales programs.

Both Michelle and Andrea have been consistent overachievers winning numerous awards. Their number one goal is the ability to understand the business goals and objectives of their customers and then serve as a consultant to achieve these goals.

Michelle and Andrea will be leading your Xerox team of product specialists, service managers, product analysts and trainers plus numerous other technical and business support individuals.

Attachment D - References

The following references have been submitted to the State of Nevada per the RFP instructions. Below is a brief description of those references.

1. Department of Personnel & Administration

Division of Central Services, Integrated Document Solutions (IDS)

Mike St. Peter Copiers Program 1001 E. 62nd Avenue Denver, Colorado, 80216 Telephone: 303.866.4006

Fax: 303.866.4024

2. Department of Motor Vehicles

Heidi Azevedo Contract Manager Phone: 775-684-4504 Fax: 775-684-4518

hazevedo@dmv.state.nv.us

The Department of Motor Vehicles has numerous Xerox devices placed throughout Nevada. Products range from small desktop devices to 65 page per minute devices, approximately. The local representative in charge of this account is Michelle DeCarlo-Lintzner. Michelle has supported DMV for over 7 years, supporting the current contract and previous one.

3. Premier Purchasing Partners, Inc

Olivia Bowen Flynn Contract Manager 704-733-5739 Olivia Flynn@premierinc.com

Xerox provides Premier Purchasing Partners various printers, copiers, fax devices along with facilities management.

4. University of Nevada, Reno Copy Center

Celia Culver Manager 775-784-6810 celiac@unr.edu

Xerox has provided the University of Nevada Reno Copy Center equipment for over the past 20 years, currently providing document workflow and printing equipment (6115, DocuColor 242, FreeFlow Make Ready and online submission software). Currently the Xerox representative in charge of this account is Andrea Kenney. Andrea works diligently to support the needs of the Copy shop to insure it is meeting the needs of their customers

5. Greater Los Angels Health Care System

The following is an additional reference we believed would be helpful in showcasing Xerox's Enterprise wide solutions and services.

I	PAST PERFORMANCE REFERENCE No. 1		
Project Name	Greater Los Angeles Health Care System (GLAHS)		
Contract Number:	GS-25F-006L and SIN 51-505		
Contract Type:	Fixed Price XBS 5 year		
Award Amount:	\$7.6 million		
Status of Contract	Active. In 3 rd of 5 year Lease		
Geographic Scope:	Downtown Los Angeles ACC, CA; West LA, CA; Sepulveda, CA; plus CBOC's		
Lead Contractual Point of Contact, Address Telephone	Mr. Harry Bald (operational contact) (310) 478-3711		
number and E-mail address::	LonDet Givens, Contracting Officer, (562) 826-8000 x6051 VAMC		
	11301 Wilshire Blvd.		
	Los Angeles, CA 90073		
	(310) 478-3711 x 44967		
	harry.bald@med.va.gov		
Customer Satisfaction Rating	9 out of 10		

DESCRIPTION OF WORK:

GLAHS is physically the largest VAMC in the country. They have over 400 Xerox multifunctional, digital devices on their contract. The goal of the Xerox contract was to consolidate from 6 - 7 different copier contracts onto one contract with Xerox. They currently produce 16.8 million black and white impressions per year and 820,000 color impressions per year. All machines are equipped with network printing. All future machines will include network faxing and scanning.

According to the customer, Harry Bald, GLAHS has great inefficiencies with over 1000 network and desktop printers and approximately 350 fax machines. Their culture is slow to change, but progress is occurring and they are connecting the Xerox devices to their network and eliminating printers every month. It is estimated that they will achieve 20-30% penetration into the printed pages which will equate to \$200,000 - \$300,000 savings per year.

One of the best areas of the contract is training and retraining! Since they are a teaching hospital, they are very pleased with the on site associates' ability to retrain departments as new interns come on board.



Technology Document Management Consulting Services

A better way to do business with Xerox

Xerox Smart e-Commerce Solutions



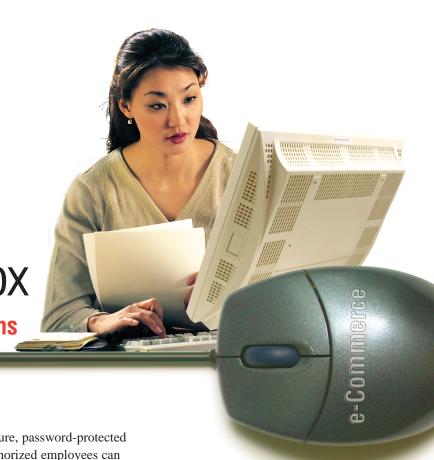
First. It is a secure, password-protected site, so only authorized employees can make purchases. Xerox maintains confidentiality and security safeguards for personally identifiable information. And you get to control who has access to all purchasing-related information.

Second. It ensures consistent pricing across all products and services. Your Xerox e-Commerce Solution gives you centralized purchasing control with the convenience of distributed access for your buyers. You realize all of the savings that you negotiate in your contract.

Third. It's easy to use and provides a single stop for all of your Xerox-related business: account contacts, purchases, technical support, meter reads, supplies ordering, drivers and more. It even includes a microsite for collaboration.

When it comes to doing business with Xerox, everyone in your organization is on the same page.

Fourth. You are our valued customer, and we want to better serve you. That's why there is absolutely no cost to you. Just your time to define your requirements, so we can partner together to meet your unique e-commerce needs.



"We have over 50 Regional Offices throughout the United States. Xerox has provided us with continuity in ordering supplies and paper along with a cost savings benefit of dealing with 'one source' with their e-commerce solution. We consider Xerox a strategic partner in providing all our copier and supply needs."

Terry L. Rodkey, GANCOM a division of Gannett Fleming, Inc.

There's a Xerox e-Commerce Solution that's just right for you.

Xerox Customer Web Portal. Employees log in to your very own Xerox-hosted extranet site. Your branded home page provides links to a comprehensive suite of e-commerce and account management capabilities.

Trading Hubs

Punch-Out Round Trip (PORT). Leverage your own e-procurement solution (such as Ariba, PeopleSoft, Oracle, or SAP) with a punch-out link to your private and personalized site on Xerox.com. Now your authorized users can create P.O. line items in a shopping cart and have it forwarded to your procurement system for approval.

e-Catalog. Let Xerox post an e-catalog of all available products and services on your intranet with links directly to Xerox.com for product information. We provide all of the content with regular updates.

Doing business with Xerox has never been easier.

Your Xerox Smart e-Commerce Solutions saves your business time and money. It simplifies the process of buying Xerox equipment and supplies.

For more information, contact your Xerox Account Manager or email us at eprocure@xerox.com to schedule a virtual demo.



XEROX.

ARIZONA *BUYWAYS*

	Xerox	Trading Hubs	
Capabilities	Customer Web Portal	e-Catalog	Punch-out
Secure	Χ	Χ	Χ
Non-password protected site	Χ		
View Contract online	Χ		Χ
View contracted products and pricing	Χ	Χ	Χ
View Product specifications, virtual demos, brochures	Χ	Χ	Χ
Purchase contracted products via Xerox hosted site	Χ		Χ
Purchase contracted products via 3rd party platform		Χ	
Purchasing level approvals		Χ	Χ
B2B Integration (cXML/EDI)	Χ	Χ	Χ
Print Job Submission		Χ	
Order Tracking	Χ	Χ	Χ
View Account Balance	Χ		
Electronic Invoice	Χ	Χ	Χ
Electronic Payment	Χ	Χ	Χ
Pricing & Purchase Order Renewal	Χ	Χ	Χ
Online Support Assistant	Χ		Χ
Submit Meter Reads	Χ		
Secure Collaboration Section	Χ		
Equipment Moves	Χ	Χ	Χ
View your Xerox account team	Χ		
Search capabilities	Χ	Χ	
24/7 Site Availability	Χ		Χ





Have Questions? Your Virtual Sales Executive can help you: (520) 886-6415

Nancy.Pfers

The University of Arizona has chosen Xerox as one of its key strategic partners to provide products, services and support in all areas of Document Management, Printing and copying services at extremely attractive and benchmark competitive prices.

The University Senior Management highly recommends that all departmer alliance that was awarded to two vendors. Xerox and its Marketing team will the right products and services to meet your individual needs and requirem



SMart eSolutions Remote Services Platform

Be more productive with MeterAssistant™ and SuppliesAssistant™ from Xerox. This SMart eSolutions suite of value-added offerings simplifies ownership and administration of networked Xerox devices.



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MeterAssistant™

Automatic Meter Read Submission – MeterAssistant meter read and submission administrator takes the hassle out of collecting and submitting meter reads via a hands-free, secure, data transmission process.

- Easy No more walking up to the device and taking a meter read before submitting it to Xerox.
- Accurate Meter reads are timely and accurate... no more estimates.
- Auditable Meter reports can be generated for easy reconciliation.
- **Secure** Uses industry-standard Secure Socket Layer (SSL) technology to protect your data.

SuppliesAssistant™

Automatic Supply Management - SuppliesAssistant provides maximum uptime, automatically tracking supply levels on your Xerox devices to ensure the proper amount of supplies are always on hand.

- Proactive Toner arrives when you need it.
- Accurate Uses real device data, not estimates, for pinpoint accuracy.

Your only choice is which FREE offering is best for you!

Xerox offers SMart eSolutions in multiple options, so you can choose the implementation that best fits your environment. *Installation of SMart eSolutions is free!*

- SMart eSolutions MeterAssistant automatic registration is available as a standard feature on our newest WorkCentre/WorkCentre Pro devices.

 No additional steps needed on network-connected devices.
- Ideal for large and enterprise applications, SMart eSolutions is offered with award-winning CentreWare® Web device management software. CentreWare Web can be downloaded from www.xerox.com/centrewareweb.
- For existing Xerox devices in small and medium size applications, the SMart eSolutions client can be downloaded and installed on your PC from www.xerox.com/smartesolutions;

Requirements

Visit <u>www.xerox.com/smartesolutions</u> to determine if your Xerox device is eligible.

Now it's easier than ever to do business with Xerox.

You're just a mouse click away from a suite of online tools designed to help you save time, simplify your business and improve productivity. We offer online tools in the following areas:

- Account Management
- Support & Drivers
- Procurement

DYNAMIC. INTERACTIVE. EFFICIENT.

Online Account Management

We streamline account management by giving you the freedom and flexibility to handle many tasks right from your desktop. With state-of-the-art security features, you can count on secure account access to protect your confidential data. These are just some of the useful features we provide:



Meter Reads

Managing your meter reads is a snap with our online tools. You'll receive email reminders each billing cycle to inform you that meter readings are due. You can then log into a password-protected Xerox website to view a list of your equipment and the readings due. We offer two methods for online reporting of meter reads - an online form or a spreadsheet that can be uploaded to Xerox for reporting large numbers of reads. You can also download a history of online meter submissions, billed meter readings and equipment usage. In addition, for certain networked equipment, MeterAssistant software can automatically transmit meter reads to the billing system.



Billing and Payments

Here you will find convenient access to a wide range of account information. You can view your consolidated Xerox account balance, download, print and pay open invoices, and even initiate queries online. These services dramatically reduce the time it takes to receive, review and pay your invoices - as well as reducing or eliminating paperwork, postage and processing costs.



Using our online Order Status feature, you can quickly check the status of Xerox equipment and supplies orders. It includes information about the product description, quantity, shipment address, and date. DHL tracking numbers are available for supplies orders.



Contracts & Purchase **Orders**

Online Pricing & Purchase Order Renewal gives you fast and efficient access to renewal pricing and electronic purchase order renewal. You can view and print up-todate pricing, manage your purchase order inventory, plus submit renewal purchase orders electronically. And to make it even easier, we email you when your purchase order is getting close to expiration. Other online tools let you access summary information about your equipment contracts and services agreements and order copies of your contracts.

To sign up for Xerox Account Management services, or to find out more information and view a demo, visit www.xerox.com/AccountManagement today.

Online Support & Drivers

?

Online Support Assistant

Our Support and Drivers area provides you with all the technical information and resources you need to address problems yourself, 24 hours a day. The Online Support Assistant is a comprehensive knowledge base that helps you resolve most technical issues - it's the same knowledge based used by our technical

support experts. Our knowledge capture process allows these same Technical experts to input solutions to new problems into the knowledge base ensuring that you have the latest information. Think of it as hundreds of support people helping you solve your problem. The enhanced Drivers and Downloads area allows you to quickly

access and download the latest drivers, utilities and applications or any available documentation for your Xerox Product.

Want to find out more? Visit

www.xerox.com/support, or to view a

demo of the Online Support Assistant, visit

www.ebusiness.xerox.com/osa_tour

Online Procurement



MySupplies

As a MySupplies user, you can purchase Xerox supply products online at your company's pricing. To make your purchasing decisions even easier, MySupplies also enables you to:

- Save a "My Favorites" shopping list to simplify reorders based on your buying history.
- Search to find the supplies used with your Xerox equipment.
- Use the Media Resource Center to find tips and templates to enhance productivity through the use of Xerox supplies.

To find out more information and view a demo of MySupplies, visit www.xerox.com/mysupplies



Hosted By Xerox

We can provide enterprise customers with a central portal website for your employees to interact more easily with Xerox. This includes your own company landing page with your logo, customized links to relevant applications and information, and messages from your Xerox support team. Your portal can also support ordering equipment and supplies. It's all fast, easy and free.

Electronic Data Interchange (EDI)

We can also support ordering and business document exchange using Electronic Data Interchange, based on ANSI X12 standards.

Enterprise Procurement System / Trading Hubs

For customers with an enterprise-wide procurement system in place, we have the capability as a supplier to exchange eProcurements documents on such platforms as Ariba, eScout, and Oracle iProcurement. We are certified as Ariba Ready for catalog. We can work with you to streamline your Xerox orders by creating a catalog of contracted equipment and supply products and arrange to process orders from your system.





Xerox will accept Direct Payment EFT, and prefers the CTX format to ensure timely remittance processing.

To find out more about all of these options, visit www.xerox.com/eCommerce

Meter Offerings / Registration Process

Method

Registration Process

Web

- · Provide Serial Number(s) to be registered for Web
- Provide contact name and telephone number
- Provide primary email address
- Provide information to Xerox Meter Reads at 1-866-373-0095 or via email to xcsnewinstall@suth.com
- You will receive via email your login ID and temporary password.

> Website is www.Xerox.com (Click on Account Management, Submit Meter Readings)

eMail

- Provide Serial Number(s) to be registered for eMail
- Provide contact name and telephone number
- Provide primary and secondary email address
- Provide prompt preference: HTML or Plain Text
- Provide information to Xerox Meter Reads at 1-866-373-0095 or via email to xcsnewinstall@suth.com

Prompting Process

- 2 scheduled email prompts distributed throughout the bill cycle.
 - Prompts are sent for serial numbers that remain Due to Bill.
 - Only primary contact receives web reminder prompts.
- If a read is not received, an automated voice prompt will be sent to the primary contact to communicate estimation.
- Reminder prompts will not list S/N's that are Due To Bill but will provide a link to Xerox.com.

Fax

- Provide contact name and telephone number
- Provide Fax number for prompts to be sent
- Provide information to Xerox Meter Reads at 1-866-373-0095 or via email to xcsnewinstall@suth.com
- > Fax number is 1-800-588-9650

- 3 scheduled eMail prompts distributed throughout the bill cycle.
- Prompts are sent for serial numbers that remain Due To Bill.
- 2nd prompt to primary contact & 3rd prompt to secondary contact to communicate estimation.
- If a read is not received, an automated voice prompt will be sent to the primary contact to communicate estimation.
- Reminder prompts will list the S/N's that are Due To Bill.

Provide Serial Number(s) to be registered for Fax

- 2 scheduled fax prompts distributed throughout the bill cycle.
 - Prompts are sent for serial numbers that remain Due To Bill.
- If a read is not received, an automated voice prompt will be sent to the primary contact to communicate estimation.
- Fax prompts will list the S/N's that are Due To Bill.

IVR

- · Provide Serial Number(s) to be registered for IVR
- Provide contact name and telephone number
- Provide information to Xerox Meter Reads at 1-866-373-0095 or via email to xcsnewinstall@suth.com

Note: Voice prompts cannot be delivered to extensions

> The telephone number for the IVR system is 1-800-891-8405

- 3 scheduled voice prompts distributed throughout the bill cycle.
 - Prompts are sent for serial numbers that remain Due To Bill.
- 1st & 2nd prompt to primary contact & 3rd prompt to secondary contact to communicate estimation.
- Voice prompts will not indicate which S/N's are Due To Bill.

- - **Meter Assist**



· Reference Xerox.com website at: www.xerox.com/smartesolutions for registration instructions and to determine if equipment is eligible

Note: you must have a PC, the Internet and the equipment must be networked for this service to report reads

- You will not receive a reminder prompt unless a meter read is not received via the Meter Assist software.
- If a read is not automatically submitted, the account will defer to the web process and you will receive a Web prompt.





Xerox and the Environment: Our Sustainability Commitment Briefing Paper for Xerox Customers

"To us, sustainable development is a race with no finish line. It requires leadership that sets high expectations and clear direction, and innovation that constantly pushes the frontier of what is possible." – Anne M. Mulcahy

This document summarizes Xerox's stated approach to sustainability, focusing primarily on our environmental programs.

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- 2 Executive Summary
- 3 Our Value Proposition to Customers
- 4 Xerox's Sustainability Program... A Way of Doing Business
- 5 Our Commitment and Proof Points
- 10 Recognition and Partnerships

For more information visit: www.xerox.com/environment

Executive Summary What is Sustainability?

Sustainability is meeting the needs of the present without compromising the ability of future generations to meet their own needs. The term takes into account environmental and social performance in addition to financial performance – the "triple bottom line." Sustainability is a term that is gaining popularity and is often used synonymously with the terms green, citizenship and corporate social responsibility. Xerox's Annual Report on Global Citizenship provides a comprehensive report of our efforts in these areas.

Our Word

Sustainability is not just a nice-to-do at Xerox. It's about valuing our employees and communities, preserving our environment and returning value to our shareholders... now and for the future. Xerox views it not as a cost of doing business, but as a way of doing business.

Our Work

- Social: Our commitment to our employees shows in our actions: valuing diversity and inclusiveness, rewarding good performance, offering excellent opportunities for learning and development, providing a safe and healthy work environment and achieving the right work/life balance. We strive to take a leadership role in local communities as well as in the global community. This work is supported by the volunteer efforts of Xerox employees and support of the Xerox Foundation.
- **Environmental:** Our responsibility focuses on four areas where we can have the most impact:
 - 1. **Climate Protection –** we reduce our carbon footprint by cutting energy use in our own operations and in the operations of our customers through our energy efficient product and solution offerings.
 - 2. **Preserve Biodiversity and the World's Forests –** we responsibly source paper for resale, our technologies enable efficient use of paper and we partner with The Nature Conservancy to promote good forest practices.
 - 3. **Preserve Clean Air and Water –** we use chemicals carefully and responsibly. We seek alternatives that are less harmful to the environment.
 - 4. **Prevent and Manage Waste –** we strive to reduce waste in our operations and in the use of our products. We responsibly manage the disposition of waste by seeking reuse and recycling options.
- **Financial: Our culture** values Xerox both as a profit-making enterprise that creates value for shareholders and an institution that strives to be a positive force in the world around us.

Our World

Attaining our goals for sustainability means going beyond what we can control directly. We engage our suppliers, our customers, our people and other important stakeholders to extend our reach and magnify our impact.

Our Value Proposition to Customers

Many Xerox customers have their own environmental and sustainability goals. With Xerox technology, products and solutions, Xerox can help our customers reach those goals.

- Customers want to reduce energy use for cost and environmental savings. Xerox ENERGY STAR offerings and office services can do just that. In fact, customers can reduce energy use from their document technology by up to 50 % when they replace single function devices with Xerox's multifunction systems.
- Customers want to reduce the use of paper and use environmentally preferable papers.
 Xerox's digital technology reduces paper use through easy-to-use features such as twosided printing and electronic document management. Xerox carefully manages our supply
 of paper to ensure protection of the world's forests. We offer recycled content papers and
 environmentally certified papers from the Forest Stewardship Council (FSC) and the
 Programme for the Endorsement of Forest Certification (PEFC).
- Customers want to reduce waste. Through Xerox's Green World Alliance program, customers can return spent imaging supplies for reuse or recycling. For equipment at endof-life, Xerox has a return program to responsibly manage equipment that has reached end of life. Solid ink "cartridge-free" technology further reduces waste.
- Customers want to protect their indoor air quality. Emissions of chemicals from Xerox products such as ozone and dust are strictly controlled and are well below regulatory requirements.
- Customers want Xerox to help them measure the environmental benefits of their actions so they can demonstrate the value to their customers, employees and stakeholders.

Resources available at www.xerox.com/environment

- Environmental Solutions that Work Brochure
- Xerox Report on Global Citizenship Report
- Fact Sheets on Solid Ink, Recycling, etc.
- Green Office Tips.
- Recent News

Xerox's Sustainability Program... A Way of Doing Business

- Xerox focused on environmental performance and sustainability long before it was popular to do so.
 - In the 1980s, we were the first company to introduce power-down features in our equipment to save energy, and the first to make two-sided printing a standard on our systems, significantly reducing paper use.
 - We are the world's experts on the safety of toner, having launched comprehensive health studies over 25 years ago, which are still in place today.
 - Xerox adopted our Environmental Policy in 1991. Its commitment and principles guide us today.
 - In the 1990s Xerox pioneered remanufacturing for office equipment and helped shape the EPA's ENERGY STAR program for imaging equipment.
 - Xerox was an early adopter of ISO 14001, an international standard for environmental management – all of Xerox's major manufacturing sites were certified to ISO 14001 in 1997, within one year of that standard's development.
- We continue to use innovation and leadership to drive environmental performance through our value chain.
 - Carbon emissions: Xerox was among the first technology companies to set a company-wide target for reducing greenhouse gas emissions. We joined the U.S. EPA Climate Leaders program in 2003 and subsequently set a target to reduce total GHG emissions by 10% from 2002 to 2012. Xerox achieved our first goal six years early and then announced an even more aggressive goal a 25% reduction in total GHG emissions from 2002 to 2012. In 2007, Xerox was the first high technology company to join the U.S. Climate Action Partnership, a consortium of companies and environmental groups advocating for regulatory controls of carbon emissions in the U.S.
 - Paper: Xerox has shown leadership in advancing responsible use of paper.
 - v We invented two-sided printing and our digital document management tools leads to efficient use of paper.
 - υ In 2003, we were among the first to issue comprehensive environmental requirements to our paper suppliers.
 - In 2006, we began a three-year partnership with The Nature Conservancy to advance forest management practices and improve sustainable forest management programs.
 - In 2007, we launched the first mechanical paper for digital applications High Yield Business Paper which uses half the trees of conventional paper.
 - We're now launching our first papers that are certified to the world's most recognized sustainable management certification program – the Forest Stewardship Council.
 - <u>Leading the Digital Office Revolution:</u> Each generation of Xerox digital office
 equipment is more energy efficient than the last and has a smaller footprint, saving
 material resources. Xerox's digital multifunction systems enable energy reduction
 compared to the use of several single-function products.
 - Our recent innovations: EA toner, solid ink printing, mechanical paper for digital applications (High Yield Business Paper) and erasable/reusable paper.

Our Commitment and Proof Points

Xerox has aligned our environmental goals around four challenge areas through which our company can make a significant impact across our entire value chain of products and services.

Commitment	Xerox's strategic goal	Why Xerox can make a difference
1.Protect our Climate	Carbon neutral: Invest in technologies that reduce the carbon footprint of our operations and of the document processing solutions offered to our customers. Aim to be a carbon neutral company.	Xerox markets energy-using document processing equipment and energy is consumed in the manufacture, transportation and end of life disposal of Xerox equipment and supplies.
2. Preserve Biodiversity and the World's Forests	Sustainable Paper Cycle: Work in partnership with Xerox customers, suppliers and key stakeholders to support the development of a sustainable paper cycle.	Xerox is the world's largest brand distributor of cutsheet paper. We and our customers rely on a sustainable supply of paper derived from forests around the world.
3. Preserve Clean Air and Water	Reduce Use of Toxics and Heavy Metals: Xerox will strive to eliminate the use of persistent, bioaccumulative and toxic materials throughout the supply chain.	From raw material extraction, materials processing and parts fabrication, the manufacture of Xerox equipment and supplies relies on a global supply chain.
4. Prevent and Manage Waste	Waste-Free: Produce waste-free products in waste-free facilities to enable customers' waste-free offices.	Waste is created during the manufacture and use of Xerox equipment and supplies which must be responsibly managed.

1. Protect our Climate

Xerox believes that industry must do its part to protect our climate. Xerox reduces our carbon footprint by cutting energy use in our operations and those of our customers by offering energy-efficient product designs and solutions.

Carbon footprint reduction in our operations – Energy Challenge 2012: In 2003, Xerox joined the U.S. EPA Climate Leaders program and pledged to cut greenhouse gas emissions (GHG) from worldwide operations by 10 % from 2002 to 2012. We launched our Energy Challenge 2012 program and through implementation of comprehensive energy management and new technologies, Xerox reached that goal six years early. In fact, by the end of 2006, Xerox had achieved 18% reduction in GHG emissions from our 2002 baseline. Xerox has set a new goal to reduce total greenhouse gas emissions 25 % by 2012 from 2002.

ENERGY STAR savings: As a charter partner of the International ENERGY STAR program, Xerox has long invested in product designs and technologies that conserve energy and reduce associated greenhouse gas emissions. The annual savings from Xerox's ENERGY STAR qualified equipment installed in customer sites is equivalent to lighting nearly one million U.S. homes for a year. The U.S. EPA has recently made the ENERGY STAR program more stringent. Xerox has been successful in meeting this new test and the results are more energy efficient products. The WorkCentre 5645 uses 14 kilowatt hours per week of electricity, about 30% less than a comparable multifunction system of two years ago.

Multifunction product savings: In addition, Xerox's digital multifunction systems reduce the amount of energy required to provide customers with copy, print, fax and scan capabilities by combining the functions of multiple products into one machine. The annual energy consumption of a Xerox WorkCentre or WorkCentrePro multifunction system is approximately **50% less** than the combined annual energy consumption of the individual ENERGY STAR-qualified copier, fax and printers it replaces.

Xerox Solutions: Customers become more productive through comprehensive document management and production printing solutions. Office services deliver improved energy efficiency and reductions in material use and related waste. Digital production printing solutions offer an alternative to offset printing to enable reduced use of chemicals and improve indoor air quality. Print-on-demand applications and FreeFlow digital workflow enable material and waste reduction. Electronic document management avoids the need for paper altogether.

2. Preserve Biodiversity and the World's Forests

As one of the largest distributors of paper for office printers and copiers, Xerox recognizes our obligation to support a sustainable paper cycle. We impose strict environmental requirements on our paper suppliers, ensuring that all Xerox papers come from responsibly managed mills and forests. We partner with The Nature Conservancy and others to promote good forest practices and we innovate to produce papers with reduced environmental impacts.

Paper sourcing: For companies that provide paper to Xerox for resale, we apply stringent requirements that cover all aspects of papermaking, from forest management to production of finished goods. On an annual basis, Xerox suppliers submit detailed documentation that verifies compliance. In 2007, more than 90% of the paper Xerox supplied to our customers met these requirements.

Efficient use of paper: Xerox equipment and software are designed with features that allow customers to make efficient use of paper. These features include reliable two-sided (duplex) printing, and software products such as DocuShare® and FreeFlow® digital workflow products that help Xerox customers reduce paper consumption by facilitating electronic data management, scan to e-mail, print-on-demand and distribute-then-print workflows.

Recycled paper offerings: Xerox recycled products are designed for optimal performance in Xerox equipment and are required to meet the same strict performance specifications as original products. Xerox offers multipurpose papers with up to 30% post-consumer recycled content. Tabs, colored papers and several premium products designed especially for digital color printing applications contain 20-30% recycled content.

The Nature Conservancy Partnership: Xerox is in our second year of a three-year, \$1 million grant to The Nature Conservancy. This partnership is focusing on forest management in Brazil, Canada, Indonesia and the U.S. It is identifying and promoting best practices that will enable environmental scientists, forest managers and paper suppliers to work cooperatively toward sustainable forest management.

Xerox High Yield Business PaperTM: A mechanical fiber paper developed by Xerox scientists. Ideal for transactional printing, Xerox High Yield Business Paper is made through a "greener" process than standard paper used with digital printers. The sheet is produced by mechanically grinding wood into papermaking pulp instead of using chemical pulping process traditional for producing digital business papers. The result: 90% of the tree by weight ends up in the High Yield Business Paper versus only 45% in creating traditional digital printing paper. In addition, High Yield Business Paper requires less water and chemicals and is produced in a plant using hydroelectricity to partially power the pulping process.

FSC and **PEFC** certified papers: Xerox has been granted FSC (Forest Stewardship Council) and PEFC (Programme for the Endorsement of Forest Certification) Chain of Custody certification. The achievement of this certification means that Xerox is now positioned to market FSC and PEFC certified papers. The FSC and PEFC product label allows consumers worldwide to recognize products that meet strict standards for sustainable forestry and management of the chain of custody, from forest management to final distribution.

3. Preserve Clean Air and Water

Xerox's long-term commitment is to eliminate the use of persistent, bio-accumulative and toxic materials throughout the supply chain, doing our part to ensure clean air and water. We apply strict internal standards and, over time, have re-engineered or substituted processes to dramatically reduce the use of toxics and heavy metals. Xerox products are safe to use and can be responsibly disposed of.

Xerox requirements for minimizing toxic materials govern our product design, materials selection and are integrated into our environmental management systems. Xerox toxicologists conduct a comprehensive assessment of new materials in our products to ensure conformance with these criteria. They include compliance with applicable global registration, hazard communication and waste handling and disposal.

Some examples:

- More than 10 years ago, Xerox switched to a solvent-free process of cleaning machine parts.
- Since 2005, we have nearly eliminated the use of lead and mercury from our new products. Feasible alternatives for remaining uses are being sought.
- Xerox products sold in Europe meet the EU Restriction of Hazardous Substances directive (RoHS) requirements. Since 2007, all new products launched are designed to meet RoHS requirements in all markets. However, where regulations allow, some products will contain non-RoHS-compliant parts in order to avoid premature disposal of existing parts.
- Since 1991, our manufacturing operations have reduced by 94% emissions of particulate and toxics into the air.
- Xerox has long worked toward minimizing the use of hazardous substances in our equipment and consumables. Xerox dry inks are non-toxic and do not generate hazardous waste.
- Xerox designs our products to strictly control emissions of chemicals and noise during
 equipment use. As a result, current products have achieved chemical emission levels that
 are well below global regulatory requirements often at or near the detection limit of our
 measurement equipment.

4. Prevent and Manage Waste

Xerox's waste-free commitment is to produce waste-free products in waste-free facilities to promote waste-free offices for our customers. Our aim is to design products, packaging and supplies that make efficient use of resources, minimize waste, reuse material where feasible and recycle what can't be reused.

Xerox's Green World Alliance program provides a collection and reuse/recycling program for spent imaging supplies. The Xerox Green World Alliance reuse/recycle program for imaging supplies is central to our commitment to waste-free products. This partnership with Xerox customers resulted in more than 2.7 million cartridges and toner containers being returned in 2006. Xerox processed 1.3 million pounds of post consumer waste toner for reuse, and the plastic bottles customers used to return waste toner to Xerox – nearly 100,000 of them – have been recycled. Learn more at www.xerox.com/gwa.

Cartridge-Free Technologies: Xerox is investing in waste-free technologies. Xerox's solid ink imaging process utilizes compact, "cartridge-free" solid ink sticks with no plastic housings or casings, thereby reducing office waste by 90 % compared with comparable laser products.

Xerox's Product Takeback and Recycling program manages equipment at end of life. These operations achieved a 96 % recycle rate within Xerox's worldwide equipment recovery and recycle operations in 2006 and diverted 111 million pounds of waste from landfills. Since 1991, remanufacturing and recycling have given new life to more than 2.8 million copiers, printers and multifunction systems, while diverting over two billion pounds of potential waste from landfills.

Waste-Free Factories: Since the early 1990s, Xerox has managed environmental performance in our manufacturing operations to an internal benchmark known as Waste-Free Factory. Our commitment to the goals of this initiative, along with global implementation of an ISO 14001-conforming environmental management system, has driven environmental performance improvements over the last decade, including achievement of a 91 % recycle rate for non-hazardous solid waste.

Recognition and Partnerships

Recognition

- 2007: Xerox has been recognized by the U.S. EPA Climate Leaders program for achieving its first multi-year GHG reduction goal and setting a new target.
- 2007/08: Xerox is included in the 2007 Dow Jones Sustainability Index North America.
- 2006/07: Xerox's five major U.S. facilities have been named to the U.S. EPA's
 National Environmental Performance Track program. This program recognizes facilities
 that voluntarily exceed regulatory requirements, implement systems to improve
 environmental management, work with their communities and set three-year goals for
 even better environmental performance.
- 2007: Xerox received the Financial Times/Citi Private Bank Environmental Award for reducing carbon emissions.
- 2006: Xerox was presented with the U.S. General Service Administration Evergreen Award for environmental performance.

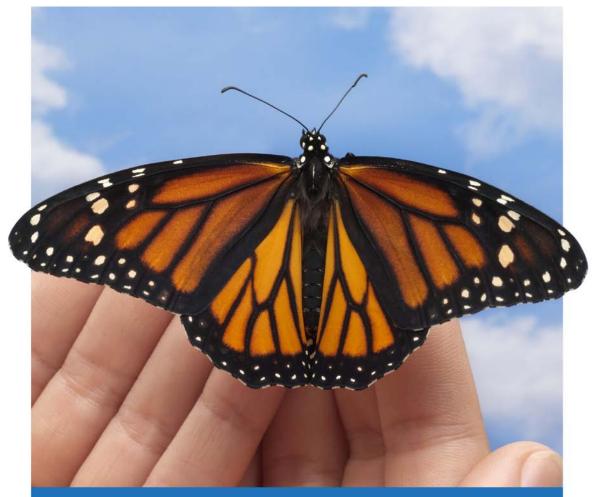
Partnerships

To advance global efforts to improve our environment, Xerox partners with these private and public organizations:

- Business Roundtable Climate Resolve
- Business Roundtable S.E.E. (Society, Environment, Economy) Change
- Business for Social Responsibility
- California's Climate Action Registry
- Advisory Board of Golisano Sustainability Institute at Rochester Institute of Technology
- Sustainable Energy Ireland
- International Leadership Council of The Nature Conservancy
- Advisory Board of the Center for Sustainable Systems at the University of Michigan
- U.S. Climate Action Partnership
- U.S. E.P.A. Climate Leaders
- U.S. E.P.A. ENERGY STAR
- U.S. E.P.A. National Environmental Performance Track
- U.S. E.P.A. WasteWise



Environmental Solutions That Work



"To Xerox, sustainable development is a race with no finish line. It requires leadership that sets high expectations and clear direction. It takes employees that embrace Xerox values and innovation that constantly pushes the frontier of what is possible."

Anne M. Mulcahy, CEO

Innovating to Protect and Preserve

As a leading provider of digital systems, solutions and supplies, Xerox plays an important role in influencing the sustainability of our environment. We are committed to innovation and strategies that result in environmental solutions that work for our customers and the environment.

Reducing Energy Use to Reduce Climate Change

Xerox does its part to reduce the risk of climate change by taking action to reduce energy use and associated greenhouse gas emissions.

We are taking a three-pronged approach –

- 1 Designing energy-efficient products
- 2 Working with customers to implement document management solutions
- 3 Taking energy saving actions within Xerox factories and offices

All in One = Less Energy Use



> Xerox's ENERGY STAR products save enough energy – across all customer installations – to light more than 800,000 U.S. homes each year.



A Star Partner

Each new generation of Xerox products offers more functionality and uses less energy — saving our customers money and reducing greenhouse gas emissions.



Since 1993, Xerox has been a charter partner of the International ENERGY STAR program. Over 350 Xerox copiers, printers, faxes and multifunction products have earned ENERGY STAR status.

2 Efficient Document Management Solutions

Customers become more productive through comprehensive document management solutions, reducing costs and improving material and energy efficiency. For example, the annual energy required to provide users with copy, print, fax and scan capabilities can be cut in half by combining the functions of multiple products into one machine.

3 Inside Xerox

Within its own operations, Xerox has pledged to reduce its total greenhouse gas emissions 10% by 2012 from a 2002 baseline. To achieve this goal, we expect to become as much as 30% more energy efficient across our offices, factories and fleets.





Xerox's comprehensive programs help customers reduce office waste, reduce the use of paper and manage equipment at end of life.

Reducing Office Waste

Xerox offers the industry's most comprehensive imaging supplies return program. Through our Green World Alliance program, Xerox customers return millions of cartridges and toner containers each year. Prepaid postage labels and packaging from new supplies make it easy to return spent items for recycling, where over 90% of the material is either reused or recycled.

Tackling the Problem of E-waste

Xerox pioneered the practice of remanufacturing, reuse and recycling of office equipment. Machines are designed for easy disassembly, durability, contain fewer parts and are controlled for chemical content. Equipment returned to Xerox at end-of-life can be remanufactured to as-new performance specifications that meet Xerox's strict product quality standards.

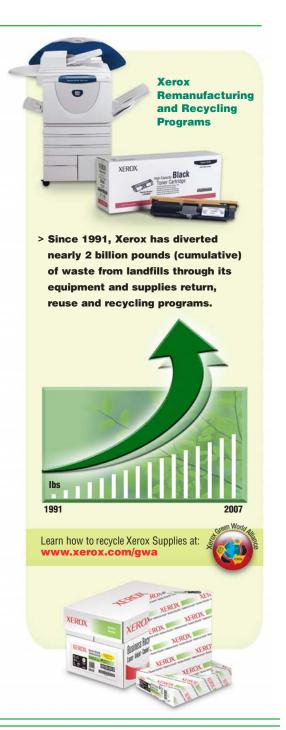
Responsible Use of Paper

Xerox paper is carefully managed, from the source of the fiber used to make the paper through its manufacture and use. Our stringent environmental requirements apply worldwide and ensure that paper is sourced from forests that are managed sustainably. Xerox pioneered 2-sided (duplex) copying and printing, and champions the use of recycled paper and print-on-demand. And Xerox machine software helps customers reduce paper consumption by facilitating electronic data management, scan to email, print-on-demand and distribute-then-print workflows.

> Advancing Sustainable Forest Management

Aiming to ensure that today's forest lands are there for tomorrow's generations, Xerox has invested \$1 million in a 3-year partnership with The Nature Conservancy to strengthen and

advance practices used to conserve the world's forests. The Nature Conservancy SAVING THE LAST GREAT PLACES ON EARTH



New Technologies Deliver Environmental Benefits



Digital Production Technology reduces the potential for wasted paper due to excess inventory by making it economical to print books and brochures as they are ordered. Non-toxic dry inks deliver nearly 100% transfer efficiency to reduce potential for waste. And emissions of chemicals such as ozone and dust are strictly controlled to the same levels of Xerox office machines, well below regulatory requirements.

Emulsion Aggregation Toner is a breakthrough technology for producing black and color toner. The extremely small size and uniform shape of emulsion aggregation toner means that it enables production of toner using 25-35% less energy per pound of toner. Combined with 40-50% less toner needed during printing, this technology offers an estimated 60-70% energy saving per printed page.

Solid Ink Technology uses unique ink formulations that are solid blocks of ink at room temperature. During the printing process these sticks are melted and image transfer happens in a single pass. This simplied process requires fewer supply items — as much as 90% less by weight — than a comparable laser printer, reducing the potential for waste.



1-800-828-6571 1-866-375-4134 TTY

For Customer Support call or email us at:

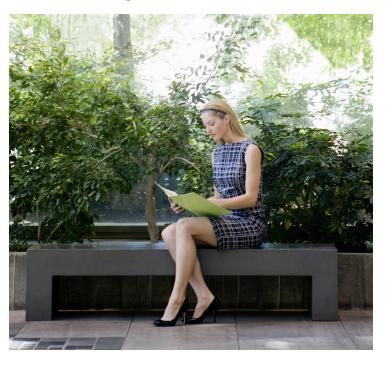
usa.xerox.ehs@xerox.com



You'll See Green in Our Wide Format Products

You want sustainability and a greener workplace: our "green gene" delivers

We want to help you create a greener workplace for your business, one that enables you to work smarter, faster and more profitably while protecting our shared natural resources. You'll find our digital Wide Format monochrome products reflect our long-standing commitment to environmental sustainability. These products are designed to meet and exceed these objectives by targeting key environmental goals around five vital areas:



Protect our climate

Achieving a reduced carbon footprint for the digital wide format monochrome printing solutions offered to you, our customers, and for our operations at large is a key priority. We are committed to investing in technologies that further that goal.

- **Greenhouse gas emissions.** We are reducing company-wide greenhouse gas emissions by 25 percent by 2012 (from 2002 levels). From 2002 to 2006, we reduced greenhouse gas emissions by 18 percent.
- Power Management. Automatic power saver modes are available on all products to ensure you achieve efficient power management.
- **ISO 14001 Standards.** Our products are manufactured using ISO 140001 Environmental Management standards.

Preserve biodiversity and the world's forests

To ensure you have paper choices that are wise for both your business and the environment, we responsibly source paper for resale, our technologies enable efficient use of paper, and we promote good forest practices.

- Paper sourcing guidelines. Our paper suppliers are held to tough standards for how they source and produce paper, driving improvements in forest management and protection of endangered forests.
- Environmentally responsible choices for our wide format customers.
- Wide Format Recycled Bond Paper. You'll find our new wide format recycled bond paper is a good environmental choice.
 Ideal for everyday use, it is 92 Bright and contains 30 percent PCW (post-consumer waste). It meets the same performance characteristics as our virgin bond product and its acid-free formulation is non-yellowing.
- **Prints on recycled paper.** You can use recycled paper in all of our products.

Wide format goes green with you

Preserve clean air and water through reducing use of toxics and heavy metals

To preserve the air and water quality in both your workplace and the environment, we are committed to using chemicals carefully and responsibly. You can be certain we continually seek alternatives that minimize harm to the environment, that our products are safe for you to use and that you can dispose of them responsibly.

- Toner safety. Our dry toners are non-toxic and do not generate hazardous waste. Through comprehensive, benchmark health studies in place for over 25 years we have pioneered toner safety for you, our customers.
 - Toxicologists review new materials in our products to ensure compliance to applicable global registration, hazard communication and waste handling and disposal requirements.
- Low machine emissions. Ozone, dust and volatile organic compounds in our products are well below global regulatory requirements, often at or near the detection limit of our measurement equipment.
- **Reduced use of heavy metals.** Use of lead and mercury has been nearly eliminated from our new products; for remaining uses, we continue to seek feasible alternatives.
- EU Restriction of Hazardous Substances directive (RoHS).

 Our products sold in Europe meet RoHS requirements. Since 2007, all of our new products launched are designed to meet RoHS requirements in all markets.
- **Emission reduction.** Since 1991, our manufacturing operations have achieved a 94 percent reduction in emissions of particulates and toxics into the air.



Waste prevention and management

To reduce waste throughout our operations and for our wide format customers in particular, we responsibly manage the disposal of waste by continually seeking reuse and recycling options.

- **Organic photoreceptors.** All of our wide format products feature organic photoreceptors.
- Automatic image rotation and media selection ensure minimal paper waste. Xerox FreeFlow® Accxes® Print Server provides auto roll selection and auto rotation to ensure you are able to achieve optimum paper usage on our digital wide format products. A sophisticated plot nesting function, which you can opt to switch "on," further optimizes the paper you use for wide format output.

Safety assured

You can be certain that our wide format products meet strict international safety standards to ensure the safety of you, your employees and your environment.

- **Safety assured.** Wide format products meet strict international safety standards.
- Safe toner. Our toners are non-toxic and do not generate hazardous waste.
- Recycling. Wide format customers are encouraged to return toner cartridges and containers to us for recycling through our Green World Alliance. Learn more at www.xerox.com/qwa.
- **Product takeback.** Wide format customers can be assured that spent imaging supplies, parts and products returned to us are disposed of responsibly, with a goal of zero waste to landfills. We have consistently remanufactured and recycled our products and parts since the 1990s, renewing the equivalent of more than 2.8 million document devices while diverting over 2 billion pounds of waste from landfills.
- Waste-free factories. All of our major manufacturing sites were certified to the ISO 14001 international standard for environmental management by 1997. Our environmental performance in the last 10 years has consistently improved, yielding a 91 percent recycle rate for non-hazardous solid waste.

To find out more about the many ways our Wide Format products embrace "green," go to Xerox.com/printing





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Xerox NewsroomXerox Investor Relations

Xerox Earns Certification From Leading Environmental Organizations; Tough Paper Sourcing Guidelines Preserve Forests

ROCHESTER, N.Y., Dec. 11, 2007 -- As part of its long-standing commitment to preserve biodiversity through responsible forest management and to provide customers with "greener" paper choices, Xerox Corporation (NYSE: XRX) earned "chain of custody" certification from both the Forest Stewardship Council and the Programme for the Endorsement of Forest Certification. These certifications confirm that Xerox paper products carrying the FSC or PEFC logo have been manufactured using raw materials harvested from certified sources, controlled wood sources or post-consumer reclaimed sources. FSC- and PEFC-certified products can be tracked from harvest through distribution.

Both FSC and PEFC are independent, non-profit organizations that support sustainable forestry through rigorous forest management standards and chain-of-production monitoring.

Xerox covers the greatest geographic area of any certified paper supplier, with nearly 80 FSC and PEFC accredited distribution centers across 17 countries, and is among the first companies to achieve certification based on the FSC's new international multi-site standards.

"As one of the largest global suppliers of cut-sheet paper, we're now offering our customers the assurance of the highest environmental standards provided by these leading environmental organizations," said Steve Simpson, vice president and general manager, Xerox Paper and Supplies Business Unit. "Xerox's sustainability efforts are driven by a commitment to leadership through environmental practices, product innovation and stringent standards. Our customers expect nothing less."

The chain-of-custody certifications will help Xerox's customers, including print providers, meet the increasing demand for environmentally-certified papers. While any end-customer may use certified paper products, commercial printers whose clients want their publications, like annual reports and marketing brochures, to print on FSC- or PEFC-endorsed paper must also obtain chain-of-custody certification through an accredited

certification body.

Sustainable leadership

Xerox participated in an FSC pilot program that evaluated the company's processes using the new international multi-site standards, becoming one of the first companies to achieve certification based on the criteria.

FSC multi-site certification enables Xerox to track, monitor and enforce global chain-of-custody management procedures from one central office location, as opposed to a separate office in each country. All participating suppliers in the manufacturing process are managed by a common database system to guarantee that Xerox's FSC-labeled products throughout the world contain raw materials solely from certified sources.

"FSC applauds Xerox's commitment to responsible purchasing based on FSC certification. Well-known companies such as Xerox carry a good deal of power and responsibility to lead positive change," said Heiko Liedeker, executive director, FSC International. "We are confident that with the new FSC multisite standard, an increasing number of multinational companies will choose to become FSC certified in the near future."

Xerox will launch its first certified products in early 2008. Certified products will be distinguished with the FSC or PEFC logo and a certificate number on the paper carton. Xerox's FSC certification was awarded by the Rainforest Alliance, an international nonprofit conservation organization that is the world's leading FSC certifier of forestlands. PEFC certification was awarded by certifiers NEPCon and BMG Trada Certifiering.

"The scale of Xerox's commitment to FSC certification shows how large corporations are making a serious commitment to greening their supply chains," said Tensie Whelan, executive director of the Rainforest Alliance. "Supporting FSC certification helps ensure the conservation of the world's working forests for generations to come."

Environmental stewardship a familiar concept

Beginning in 2003, Xerox implemented stringent environmental requirements for suppliers that cover all aspects of papermaking, from forest management to the production of finished goods. In 2006, Xerox pledged \$1 million to The Nature Conservancy to advance sustainable forestry practices with the objective of developing science-based tools, practices and systems that the paper industry can draw upon to better understand and manage ecologically important forest land. Xerox also offers a range of recycled paper options, as well as High Yield Business Paper™, a first-of-its-kind mechanical fiber paper for digital printing that uses half as many trees as the traditional digital paper production process.

For more information about Xerox Corporation's environmental leadership activities and for a copy of the Xerox Global Citizenship

Report, please visit www.xerox.com/environment.

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APPENDIX 3 XEROX YOU PARTNER FOR

BUSINESS CONTINUITY/DISASTER RECOVERY

Business Continuity encompasses four key elements of planning as depicted below: Emergency Preparedness, Crisis Management, IT Disaster Recovery and Business Resumption. Xerox Corporation has a governance policy that addresses Business Continuity throughout the corporation, globally. A critical component of the corporation's overall risk management objectives, business continuity planning is aligned with this well defined policy. The policy defines the language, the assessment and reporting process, and the roles and responsibilities of our subject matter experts.

The Xerox Business Continuity Services organization has governance responsibility for the Business Continuity Assurance Process (BCAP), which requires all Xerox organizations to assess their continuity plans against a standard set of criteria and to report the status of plans during operational reviews. The BCAP defines standard requirements such as assigning teams responsible for continuity activities, determining the appropriate resources needed to resume operations after an event, identifying alternate sources of critical supplies or services should primary sources be disrupted, and testing the plan regularly to practice skills and implement improvements.

Due to the business sensitivity of the information contained within the various Business Continuity Plans, the actual plans are not disclosed outside of Xerox.



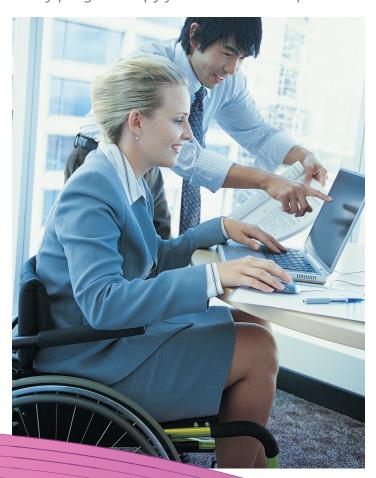
The examples from Hurricane Katrina demonstrate well not only the ability of Xerox to respond to a disaster, but the financial contributions the Xerox Corporation was willing to make in this devastating situation. Below are two links to articles that share the Xerox response to the Hurricane Katrina event. http://www.xerox.com/about-xerox/environment/enus.html

http://www.xerox.com/go/xrx/portal/STServlet?projectID=ST Katrina Relief&pageID=Landing&metrics=LNK HP G FPS XEROX KATRINA 050907&Xcntry=USA&Xlang=en US



Xerox Copier Assistant™ Software Enhance accessibility in your office.

With Xerox Copier Assistant software, your employees—and the public—have easier access to the copying capabilities of Xerox copiers and multifunction printers. An alternative to the standard touchscreen, Xerox Copier Assistant software helps everyone—especially people who are wheelchair users, blind or visually impaired—easily program copy jobs and make copies.



Break down the barriers

This software, coupled with a dedicated PC, helps users be more productive and independent by leveraging:

- Text-to-speech technology
- Screen magnification software
- Easy keyboard access to copying features using tab, arrow, function and hot keys

Xerox Copier Assistant software key features

- Improves accessibility to copying features
- Enlarged on-screen user interface provides an alternative to the standard touch screen user interface
- Simplifies copying jobs with easy-to-use, easy-to-program features
- Embedded text-to-speech software talks the user through the copying steps, including advanced tasks such as stapling, collating and two-sided copying as well as indicating when doors are left open or if a paper tray is empty (only available in English)

A convenient solution designed to help you do better work faster.

We are committed to making Xerox products accessible to everyone. That's why, starting right at the beginning of every new product's design phase, our experts take great care to make sure that people with disabilities will find working with Xerox products as easy and convenient as possible.

Xerox Copier Assistant™ Software

Enhance accessibility in your office.

In the USA, Section 508

Section 508 is a federal government regulation, which requires that electronic and information technology developed, procured, maintained, or used by the federal government be accessible to individuals with disabilities. Xerox supports and proactively designs accessibility enablements into products to embrace the letter and intent of Section 508.

In the UK, Disability Discrimination Act

As a manufacturer and supplier to organizations who provide services to the public, Xerox recognizes the importance of user accessibility of its products. This means keeping up with developments in legislation, such as the UK Disability Discrimination Act, and designing the working environment appropriately.

System Requirements

Operating Systems

Windows 2000 to XP Professional:

- Software processor and speed: 466 MHz or higher Pentium-compatible CPU
- Software required disk space: 50 MB
- Software min required RAM: 128 MB

Other Specifications

The Xerox Copier Assistant accessibility solution requires:

- Xerox Copier Assistant software (includes embedded text-to-speech feature)
- PC and accessories (customer provides PC, keyboard, monitor, mouse and USB/RS232 cable)
- Connectivity via USB port with USB v1.1 type B cable
- Connectivity via RS232 port is required for the following products:
 - CopyCentre C65/C75/C90
 - WorkCentre Pro 65/75/90
- Monitor: 15" Display
- Keyboard: Standard with function keys
- Input Devices: Mouse or similar pointing device
- CD-ROM: 4x Speed
- Screen Magnification: MAGic
- Audio Output: Sound card with speakers
- Certification: FCC/CISPR B
- Optional: JAWS and Narrator text-to-speech software

Compatible Products

Multifunction

- Document Centre™ 535 Multifunction System
- Document Centre 545™ Multifunction System
- Document Centre 555™ Multifunction System
- WorkCentre™ 5030/5050
- WorkCentre™ 5632/5638
- WorkCentre™ 5645/5655
- WorkCentre[™] 5665/5675/5687
- WorkCentre[™] 7655/7665/7675
- WorkCentre M55™
- WorkCentre™ Pro 32 Color Multifunction System
- WorkCentre[™] Pro 35
- WorkCentre™ Pro 40 Color Multifunction System
- WorkCentre[™] Pro 45
- WorkCentre[™] Pro 55
- WorkCentre[™] Pro 65
- WorkCentre™ Pro 75
- WorkCentre[™] Pro 90
- WorkCentre™ Pro 232/238
 WorkCentre™ Pro 245/255
- WorkCentre[™] Pro 265/275
- WorkCentre[™] Pro C2128/C2636/C3545

Copiers

- CopyCentre[™] 232/238
- CopyCentre[™] 245/255
- CopyCentre™ 265/275
- CopyCentre C32 Color™ Digital Copier
- CopyCentre C35™ Digital Copier
- CopyCentre C40 Color™ Digital Copier
- CopyCentre C45™ Digital Copier
- CopyCentre C55™ Digital Copier
- CopyCentre C65™ Digital Copier
 CopyCentre C75™ Digital Copier
- CopyCentre C90™ Digital Copier
- CopyCentre™ C2128/C2636/C3545







Accessibility. Accountability. Responsibility.

Xerox: Meeting the Accessibility Challenge

Xerox has a long, proud tradition of designing products that are accessible to individuals with disabilities. When Section 508 of the Rehabilitation Act made accessibility a requirement for all electronic and information technology used by Federal agencies, Xerox was already ahead of the curve. In keeping with the company's long-standing commitment to accessibility, Xerox responded to Section 508 with extraordinary diligence.

Our Response to Section 508

With the release in February 2000 of the new draft standards detailing the requirements for Section 508 compliance, Xerox immediately appointed a dedicated Section 508 work team. The team drew experts from all relevant sectors including the Business Divisions, Industrial Design and Human Interface, External Affairs, Public Sector Federal Contracts, and Environment, Health and Safety.

Their mandate: Develop a rigorous, detailed assessment process, which could be applied to every product Xerox offers. Accessibility requirements are now integrated into the product development process—right from the earliest design phase.





1973

Section 508 of the Rehabilitation Act requires Federal agencies to take into account the needs of all end users, including people with disabilities.

August, 1998

Congress amends
Section 508 of the
Rehabilitation Act
with the Workforce
Investment Act. It
requires Federal
agencies to make
their electronic and
information technology accessible to
people with
disabilities. The
Access Board is
tasked with developing the standards.

February 2000

Access Board releases the draft standards for Section 508 compliance. Xerox forms Section 508 work team.

January 2001

Xerox defines guidelines for applying each Section 508 specification to Xerox products.

June 2001

Section 508 takes effect, requiring Federal contracting officials to purchase the most compliant Section 508 technology. Because of its intensive assessment process, Xerox is ready with the detailed compliance information Federal officials need to choose the most compliant technology available.

Today

Xerox continues to apply the same rigorous assessment process to every new Xerox product. We are actively planning product improvements, and have integrated Section 508 into our product design and development process.

The Xerox Accessibility Assessment Process

The first step in an assessment of any product's capability to meet the needs of disabled persons is a complete diagnosis of the suite of tasks required to use that product. Because Xerox offers such a wide range of products, the tasks required to use those products vary. From loading documents into a printer to dialing a number on a fax machine, from programming a print job on a user interface to removing a job from a Xerox-supplied output device, the Xerox product development teams defined every task associated with the use of every Xerox product.

Xerox's Industrial Design and Human Interface organization then set to work creating guidelines for performing task-based assessments of each Xerox product against Section 508's stringent accessibility requirements. As the rigorous,

task-based assessments were performed and documented, a highly detailed evaluation of every Xerox product emerged. New products are assessed on an ongoing basis using the same methodology, providing customers with up-to-date information on the entire Xerox line.

Products are rated "Compliant,"
"Compliant with minor exceptions," or
"Compliant with some exceptions."
A "Compliant" rating means that the
product complies with every applicable
Section 508 guideline for general user
tasks required to operate that product.
Compliance exceptions are summarized
on the Xerox Section 508 Web pages,
and detailed in the individual product
data sheets. This information is valuable
not only for evaluating Xerox products,
but also for compliance comparisons
with competitive products.

A Long-Term Commitment

Xerox is committed to being the vendor of choice for customers seeking accessible solutions. That means providing customers with detailed, up-to-date accessibility assessments for the full line of Xerox products. It means training our Federal Government sales executives in the intricacies of Section 508. It means participating in an influential Section 508 Task Group organized by the Information Technology Association of America (ITAA). And it means working in partnership with Federal agencies as they transition to Section 508 purchasing criteria.

Section 508 product information is available on www.xerox.com/section508 in an easy-to-find manner. For information on our task-based Product Assessment Process, find out more at www.xerox.com/about508. To find out answers to frequently asked questions: www.xerox.com/faq508. Contact your local Xerox sales representative or call 800-ASK-XEROX.

