AGENDA COVER MEMO

Memorandum Date: October 20, 2025

Order Date: November 4, 2025

TO:	Board of County Commissioners
DEPARTMENT:	Technology Services
PRESENTED BY:	Jill Allen
AGENDA ITEM TITLE:	ORDER_____In the Matter of Approving a Contract with Kelley Create Co., to Provide Managed Print Services not to Exceed $1,250,000 in Aggregate Over a Five-Year Term, and to Delegate Authority to the County Administrator to Execute the Contract.

I. MOTION

Move to approve a contract with Kelley Create Co., to provide Managed Print Services not to exceed $1,250,000 over five-years and to delegate authority to the County Administrator to execute the contract.

II. AGENDA ITEM SUMMARY

This contract is for Lane County Technology Services to provision a managed print services program with Kelley Create Co., including provision of copiers, printers, and multi-function devices with related supplies, accessories, and services.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Lane County Technology Services manages the Lane County Copier Program, including procurement of multi-function devices (MFD's) as well as collecting replacement funds. Over the past several months, together with Technology Services, representatives from Lane County departments interviewed qualified vendors providing managed print services. It was determined that services provided by Kelley Create Co. best fit the overall needs of the departments as well as the central Copier Program.

B. Policy Issues

The contract with Kelley Create Co. will be awarded through a Sourcewell cooperative contract pursuant to LM 20.200.100 (L) Cooperative Procurements. Notice has been posted for seven days requesting comments from parties that are interested in this opportunity.

C. Board Goals

This contract supports the Board of Commissioner's strategic priority of Robust Infrastructure. Having managed print services provides standardized devices and support.

D. Financial and/or Resource Considerations

This contract will result in future purchases of MFD's from Kelley Create Co. using purchase orders not to exceed $1,250,000 over the five-year contract term.

E. Health Implications

N/A

F. Analysis

Lane County Technology Services (TS) initiated a comprehensive Request for Information (RFI) to address inefficiencies of multi-function copier devices across county departments. The RFI process was conducted in partnership with Procurement, County Counsel, and included the formation of a committee comprised of representatives from various county departments, ensuring broad and diverse input.

A total of seven vendors responded to the RFI. Through a structured evaluation and interview process, the committee narrowed the field to three finalists. Each finalist was assessed based on service offerings, cost, and alignment with county operational needs.

After careful consideration, Kelley Create was selected as the recommended vendor. This decision was based on Kelley Create's ability to provide right-sized, scalable services tailored to department needs, predictable costs, and consistent service levels. The cost comparison demonstrated that Kelley Create's pricing is similar to what the county is currently paying to LSI Marketing and Ricoh, but with enhanced customer service and technology integration.

The plan is to transition from LSI Marketing And Ricoh to Kelley Create, with the expectation that all county departments will benefit from more efficient, reliable, and standardized print management services. This change is anticipated to reduce administrative burdens, improve service resolution times, and support the county's goals for operational excellence.

G. Alternatives/Options

1. Approve the contract with Kelley Create Co.
2. Do not approve the contract with Kelley Create Co. and continue to purchase copiers from different vendors.

IV. RECOMMENDATION

Staff recommend Option 1, approving the contract with Kelley Create Co. to make purchases estimated at $1,250,000 over five years.

V. TIMING/IMPLEMENTATION

If the recommendation is approved the next steps are to execute the contract with Kelley Create Co.

VI. FOLLOW-UP

N/A

VII. ATTACHMENTS

A. Board Order
B. Contract

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:	In the Matter of Approving a Contract with Kelley Create Co., to Provide Managed Print Services Not to Exceed $1,250,000 in Aggregate Over a Five-Year Term, and to Delegate Authority to the County Administrator to Execute the Contract.

WHEREAS, Lane County Technology Services manages the countywide Copier Program, including procurement of multi-function devices (MFD's) as well as collecting replacement funds; and

WHEREAS, Kelley Create Co. established a cooperative contract with Sourcewell to provide managed print services to government and non-profit entities; and

WHEREAS, Lane Manual 20.200.100 (L) permits Lane County to utilize Cooperative Contracts;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Authorizing the contract with Kelley Create Co. to be approved and to delegate authority to the County Administrator to sign the approved contract.

ADOPTED this ___ day of_____, 2025.

_____
David Loveall, Chair
Lane County Board of Commissioners

Attachment B - Contract

LANE COUNTY COOPERATIVE CONTRACT UTILIZATION AGREEMENT (Contract Form **A-9**, rev. 05/08/2025)

MANAGED PRINT SERVICES

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("**County**"), and Kelley Create Co, a Washington state corporation "**Contractor**"), each a "**party**," and referred to collectively in this Agreement as "**the parties**." County and Contractor agree as follows:

1. RECITALS

1.1 WHEREAS the Contractor executed a Sourcewell Cooperative Contract Master Agreement #112124 for the provision of a managed print services program, including provision of copiers, printers, and multi-function devices with related supplies, accessories, and services and said contract is still in effect; and

1.2 WHEREAS the Cooperative Contract includes permissive contracting language allowing other public agencies to utilize said contract; and

1.3 WHEREAS the County, as a public government entity and ORCCP member, desires to enter into an agreement with the Contractor under the terms of said contract; and

1.4 WHEREAS ORS 279A.215 and Lane County Contract Policy LM20.200.100 allows the County to participate in and purchase from Administering Contracting Agency contracts issued as cooperatives without seeking further competition when certain conditions are met; and

1.5 WHEREAS the County has made determination that the conditions required under rule were met:

1.6 Now, THEREFORE, the parties agree that the terms and conditions of the Cooperative Contract referenced above, the incorporated Exhibits, and the terms listed below are the sole terms and conditions applicable to this Agreement.

2. AGREEMENT DOCUMENTS

2.1 **Exhibits.** With this document, the following Exhibits are incorporated into the Agreement:

- **Exhibit A** Scope of Work including Local Dealers Maintenance Agreement and Cost Sheet
- **Exhibit B** Cooperative Contract
- **Exhibit C** Standard County Contract Conditions
- **Exhibit D** Insurance Coverages Required

2.2 **Precedence.** In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Lane County Cooperative Contract Utilization Agreement Form, then in order: Exhibit B, Exhibit C, Exhibit D, Exhibit A.

3. CONSIDERATION AND PAYMENT

3.1 **Consideration.** In consideration for Contractor's performance, County agrees to pay the amounts stated in Exhibit B and Exhibit A where the fees are given. County is not obligated to pay any amount greater than that stated here.

3.2 **Payment.** Payment will be made as services are provided. Any payments will customarily be made within 30 days of receipt of a properly submitted and approved invoice from Contractor. Prior to approval and payment, County may require, and if required Contractor must provide, any information which County deems necessary to verify work has been performed properly in accordance with the Agreement.

4. EFFECTIVE DATE AND DURATION

4.1 **Effective Date.** Upon the signature of all parties, this Agreement is effective upon signature.

4.2 **Initial Term.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate three years after signing unless renewed per 4.3 below. However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.

4.3 **Renewal.** Upon completion of the initial term listed in subsection 4.2, and dependent on the cooperative contract termination date, County may elect to extend the Contract for up to three (3) additional one-year terms by mutual agreement of the parties.

4.4 **Non-Exclusive.** Parties understand this to be a non-exclusive Agreement and that the County may utilize other contractors for the contracted goods or services over the life of the Agreement other than Contractor and/or cease using Contractor at any time.

5. INSURANCE REQUIRED

5.1 **Contractor's Required Insurance.** Contractor must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the

County and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.

5.2 **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.

5.3 **Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.

6. **AUTHORIZED REPRESENTATIVES AND NOTICE.** Each of the parties designates the following individuals as its authorized representative for administration of this Agreement. Either party may designate a new authorized representative by written notice to the other.

6.1 County's Authorized Representative (name, title, telephone number, and email):
Michael Finch
CIO
541-682-4232
Michael.FINCH@lanecountyor.gov

Emily Vario
Assistant County Counsel
541-682-3728
Emily.VARIO@lanecountyor.gov

Technology Services Accounts Payable
541-682-6288
lctsaccounting@lanecountyor.gov

Technology Services Technology Replacement Team
lctrt@lanecountyor.gov

6.2 Contractor's Authorized Representative (name, title, telephone number, and email):
Patrick Hicks
Strategic Account Executive
541-505-4062
patrick.hicks@kelleycreate.com

Any notice, demand, consent, approval, or other communication to be given under this Agreement must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Agreement on behalf of that party below.

7. **MULTIPLE COUNTERPARTS.** The Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed will constitute an original.

SIGNATURES FOLLOW ON NEXT PAGE

SIGNATURES

CONTRACTOR'S CERTIFICATIONS:

BY EXECUTION OF THIS AGREEMENT, THE UNDERSIGNED CERTIFIES TO COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor will, at all times during the term of this Agreement, be qualified and professionally competent, and possess any licenses required to perform the Work,
- Contractor has not discriminated against minority, women, or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Agreement, including:
  (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
  (b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
  (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Contractor hereby swears and affirms under penalty of perjury that, to best of my knowledge, Contractor is not in violation of any tax laws described in ORS 305.380 (4) (a).

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:	**COUNTY:**
KELLEY CREATE CO	LANE COUNTY
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address: 22710 72nd Ave S. Kent, WA 98032 Tax ID No.: 26-3968773	Lane County, Public Service Building 125 E. 8th Avenue Eugene, Oregon 97401

KELLEY CREATE
22710 72nd Ave S
Kent, WA 98032
kelleycreate.com
P: 206.284.9100
F: 206.285.4023

MAINTENANCE AGREEMENT

Bill To:

Customer Name:

Address:

City/State/Zip:

Phone#: Fax #:

Customer Contact:

Contact's Email:

Equip Location (if different than Customer Bill To #)

Customer Name:

Address:

City/State/Zip:

Phone #: Fax #:

Customer Contact:

Contact's Email:

B&W Billing Frequency				COLOR Billing Frequency			
BASE		OVERAGES/CPC		BASE		OVERAGES/CPC	
☐ Monthly	☐ Semi Annual	☐ Monthly	☐ Semi Annual	☐ Monthly	☐ Semi Annual	☐ Monthly	☐ Semi Annual
☐ Quarterly	☐ Yearly	☐ Quarterly		☐ Quarterly	☐ Yearly	☐ Quarterly	

Equipment Covered

Equip ID	Model #	Serial #

B&W

Base*	Min. Print Allowance	CPC Overages	Start Meter

COLOR

Base*	Min. Print Allowance	CPC Overages	Start Meter

* Base and Allowance are per billing frequency

Total for ALL Machines if not billed separately

Effective Date

Additional Terms:

CUSTOMER ACKNOWLEDGEMENT

You acknowledge receipt of and agree to be bound by Kelley Create additional sales terms and conditions, which are incorporated herein.
This is a non-cancellable three year agreement.

Customer Signature

Date

Accepted by Kelley Create

Printed Customer Name

Date

Customer Title

PLEASE SIGN AND RETURN TO:

Kelley Create, 22710 72nd Ave S, Kent, WA 98032

Kelley Create Maintenance Agreement Terms & Conditions

Kelley Create (KELLEY) ("we", "us" or "our") shall provide to the entity designated under the "Bill to Customer Name" on the first page, entitled "Maintenance Agreement" ("Customer", "you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on the first page and in any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment and any modifications to keep the software in good working order in accordance with its published specifications ("Maintenance") pursuant to the terms and conditions of this Agreement, said first page, the Additional Terms and Conditions and any applicable Additional Equipment Page shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

MAINTENANCE: Providing you are not in default of this Agreement, we shall provide on-site Maintenance during our normal business hours (8:00 AM to 5:00 PM, Monday - Friday, excluding Federal Holidays) for any unit of Equipment or Software that has continually been covered under a Kelley Create Maintenance Agreement. For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostic and maintenance services to utilize the key operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your key operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs, or parts replaced are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any other specified environmental conditions; (ii) lack of reasonable care handling, operating, and maintaining the Equipment and Software, including damage by misuse or mal-intent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv)use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) any alterations to the Equipment and Software; (vi) the use or damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) forgo major events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rate and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment Maintenance, unless the malfunctions is cause by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, or/and master cartridges may or may not be included with Maintenance as indicated on said first page and on any Additional Equipment Page relating hereto.

MAINTENANCE TERM: This Maintenance Agreement is effective for 36 months or as specified under Additional Terms as to each unit of newly purchased Equipment or Software from the earlier of the date of installation, or 10 days after shipment, or, if the unit is existing Equipment, as of the date herein, and will renew for successive similar periods unless written notice of cancellation at least 30 days prior to renewal is provided and accepted by KELLEY. If you cancel at any time other than on your anniversary date, we are not obligated to issue any credit invoice or refund; KELLEY reserves the right to bill customer pro-rated usage for any maintenance kits, imaging units, or fuser units installed in customers equipment in the previous 60 days. If you acquire additional accessories for the Equipment, or add new equipment, we will provide coverage and adjust your rate accordingly. Maintenance will be billed in advance unless noted in Additional Terms.

BREACH OR DEFAULT: If the Customer does not pay all charges, billed under the terms of this Agreement, promptly when due, or in the event of a breach of any of the other terms of the Agreement, KELLEY may (a) refuse to service the equipment until remittance is made, (b) provide service on "Per Call" basis rates, (c) require C.O.D. payment in full at the time of service (and any supplies) at KELLEY's "Per Call" basis rates, and (d) take any and all other actions as provided by law. Such remedies shall be cumulative, and the waiver of any one breach by customer shall not be deemed a waiver or any other or subsequent breach.

PRORATIONS AND TRANSFERS: If the covered equipment is upgraded with equipment purchased from KELLEY, any unused portion of a paid agreement may be prorated and applied toward a service program for the new equipment. This agreement may not be assigned by the Customer without KELLEY prior written consent. Customer specifically agrees that this agreement shall not terminate upon Customer's election to sell, transfer or remove from service any equipment covered by this Agreement, unless KELLEY agrees in writing to terminate this agreement prior to such sale, transfer or removal from service.

HARDWARE CONNECTIVITY/SOFTWARE SUPPORT: Any Software shall be licensed to you pursuant to the terms of the license agreement provided with the Software. You must complete our Site Survey prior to installation of any Equipment or Software that shall be connected to your computer network. In reliance on this information we will either proceed with the installation or advise you of problems or potential problems that may limit the functionality or your use of such Equipment or Software. Once accepted by you, or if the Site Survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we formulate representation or warranty that we can remedy such problems. Third party software not designated in this Agreement as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third-party provider(s), and we shall not have any obligation or liability for same. Hardware Connectivity & Software Support, after initial 30 days, will be charged on an hourly basis.

METER READINGS: The Customer agrees to allow KELLEY to install data collection software (DCA) for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location and device alerts. Customer agrees to provide KELLEY true and accurate meter readings for each billing period. If accurate meter readings are not provided, KELLEY reserves the right to estimate Customer's meter readings based upon previous meter reading and bill Customer based upon such estimates or to send a KELLEY representative to visually inspect such meter readings, in which event Customer shall also pay KELLEY an additional charge for such site visit.

BASE AND OVERAGE COST ADJUSTMENT: At the end of the first year of this Agreement and once each successive twelve-month period, we may increase the base charge and charge per copy. Any modification or addition to the equipment listed may increase the base rate and/or cost per copy rates.

CUSTOMER OBLIGATIONS: You hereby agree to:
(a) Immediately notify us when maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
(b) Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment
(c) Timely accept delivery of the Equipment and Software;
(d) Comply with your obligations under this Agreement, including making payments when due;
(e) Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately so the new key operator can be trained;
(f) Provide complete and accurate information pertaining to your computer network and software programs pertaining to the Equipment being connected to your network, or Software to be provided hereunder;
(g) Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analog phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;
(h) Accurately complete our Site Survey for connected Equipment and Software;
(i) Have your computer(s) and/or network available and ready to receive any software;
(j) Abide by the terms of any Software license agreements; and
(k) Execute any required documents to evidence our interests in the Equipment, Software, and Supplies.

Kelly Create Cost Sheet; January 2025

Description	Quantity	Sales Price
Xerox AltaLink C8245 - 45 PPM Color Copier	1	$ 5,585.00
2,000 Sheet Office Finisher	1	$ 782.00
2/3 Hole Punch for Office Finisher	1	$ 245.00
1 Line Fax Kit	1	$ 477.00
	TOTAL	**$ 7,089.00**

60 MONTH MAINTENANCE INCLUDES ALL PARTS, LABOR, TONER AND STAPLES	CPC RATE B&W	CPC RATE COLOR
	$ 0.005	$ 0.05

Xerox AltaLink C8200 Family

Total width: 48 in (1,207 mm) **Total height:** 44 in (1,130 mm) **Total depth:** 28 in (723 mm)

Dimensions shown are approximate. Please refer to the Specifications Sheet for exact dimensions.

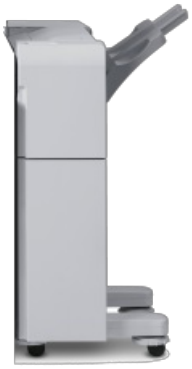
Xerox AltaLink C8245 (Tandem Tray)

The Xerox AltaLink C8245 is designed with a powerful mix of features, AI-assisted technology, accessories and finishing that help you get more work done in any location, at medium to high volumes and at a speed of 45 ppm color and black and white.

- Prints up to 1200 x 2400 dpi.
- Single Pass Duplex Automatic Document Feeder: 130 sheets, speeds of up to 161 ipm (duplex); Sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3.
- Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 52 in./89 x 98 mm to 320 x 1,320 mm (SEF)
- Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF)
- Tray 2: 520 sheets; Custom sizes: 5.5 x 7.5 in. to 12 x 18 in. / 140 x 182 mm to SRA3 (SEF)
- High Capacity Tandem Tray: Up to 2,000 sheets; Sizes: 8.5 x 11 in./A4
- Total Paper Capacity 3140 sheets.
- Adobe® PostScript® 3™, Adobe PDF, PCL® 6
- 250 sheet Dual Offset Catch Tray and 100 sheet Face up Tray.
- Equipped with the Smart Proximity Sensor which wakes up the device when a user approaches, saving precious time and saving energy when idle.

Office Finisher

2,000-sheet stacker, 50 sheets stapled, 2-position stapling. See optional hole punch and optional booklet maker for Office Finisher.



Hole Punch for Office Finisher

2/3 Hole Punch (US), 2/4 Hole Punch (Europe)

1 Line Walk up Fax

Walkup fax functionality with 1 line connection. Includes LAN Fax and Fax Forward to Email. LAN Fax is faxing from a PC that is built inside the Xerox driver. It's just another job type—like normal print or secure print, within our integrated print driver. Fax forward to email allows the device to automatically route faxes to an email inbox, saving paper and streamlining workflows. It's also more secure, as unattended faxes are not left in the output tray. Server Fax enablement are included as standard through the controller.

1-Touch App

The 1-Touch App feature allows users to automate complex, multi-step, and frequently used workflows, save time and reduce errors. Once created, the app will appear on the home screen and behave similarly to native device apps and functions. 1-Touch Apps can be shown for all users, or just the individual creator as Personalized 1-Touch App.

Adaptive Learning

Ease automation with AltaLink's AI-assisted Adaptive Learning. AltaLink learns usage patterns, builds and suggests 1-Touch App shortcuts to automate frequently used, complex, multi-step tasks. No programming required – just let AltaLink’s machine learning Adaptive Learning take the guess work out of automation.

Assistive Technology

Xerox is committed to fostering an inclusive society, and this commitment is reflected in the design of the AltaLink MFPs. These devices are accessible to all users, featuring assistive technologies such as a large Tiltable User Screen with Zoom & Pan, Touchscreen Keyboard Navigation allowing a user to navigate and operate the touchscreen display via an attached USB keyboard and includes Speech Output (when a keyboard is utilized to navigate the touchscreen the user can receive audible sounds for the information that is displayed on the screen such as Copy, Scan to etc.), Remote Mobility Access, Personalized Screens, 1-Touch Apps & Touchless Workflows, LED Lights indicators for status and events, Braille labels, and the Embedded Web Server pages available to the Guest user and pages to create and install a clone file have been upgraded to conform to Web Content Accessibility Guidelines (WCAG) success criteria and to support keyboard operability and screen readers.

Fleet Orchestrator

With Fleet Orchestrator, system administrators can easily deploy software upgrades, apply configuration clones, and share files through secure peer-to-peer connections between a fleet of AltaLink® Printers. The Auto-assembly feature enables a new AltaLink® to automatically detect a fleet, join the network, download clone files (if available), and configure itself to the shared settings.

Global Print Driver

The Global Print Driver is a single universally compatible driver that works with most printers. It provides one driver to qualify, manage and deploy for the device fleet. Forward compatibility eliminates the need to install a new driver package to support future Xerox products. This gives IT and support staff tremendous productivity and time savings when adding new devices to the network

Microsoft Universal Print with Print Support Application

Office 365 customers who have adopted Microsoft® Universal Print can register their AltaLink® MFPs with Universal Print and eliminate the need for the Microsoft® Universal Print connector. This allows users to submit print jobs wherever there is Internet access and reduce costs as IT no longer needs to acquire and maintain Windows print servers and install print drivers. It also includes Secure Print and Secure Release.

Print Around

Print Around allows jobs to be held in the queue, if required resources (such as media type, colour or size) are unavailable and permits other jobs in the queue behind the print job to continue. Users can select any available media from any tray at the UI to print their job. If a different media size is selected from that originally selected, the image will be scaled to fit with no image loss.

Pull Print Driver

Makes it easy for IT managers to qualify, deploy and manage all print devices using a single driver in a Pull Print environment. Uses a single queue and single driver. The Xerox® Pull Print Driver extends convenience across a broad range of printing assets. IT administrators no longer need to manage and configure multiple drivers. Used in conjunction with Equitrac Office®, Ysoft® SafeQ®, Pharos® and others.

Scan To App

Users can scan a single job and choose multiple destinations such as email, USB, network, Print, Mailbox, Home, SMB share (Windows network locations), and cloud repositories (OneDrive, Google Drive, Dropbox), and add Metadata. This feature can also be used for scanning-based solutions, which expands their usability. This capability is available from the Scan To App on the home screen.

Searchable PDF

Hardcopies can be scanned in at the device and saved as searchable PDF files. This means that when you store a document locally, it's text-searchable, rather than being just a scanned image. This is exceptionally helpful, when you're looking for documents later on. For example, if you've scanned in recent receipts for business travel, and you need to find a specific piece of information, you can search for it, without opening every receipt to view.

Touchless Operation

Users can perform operations with zero contact using the automatic touchless workflow accelerators. Once configured, users simply insert their job in the document feeder and the printer activates the copy/scan/email/fax operation or a 1-Touch app workflow without the need to touch the user interface. Users can have their own personalized touchless workflows for individual needs.

Touchscreen User Interface

A color touchscreen, available in multiple sizes (VersaLink and AltaLink devices). The user interface that sets a higher standard for customisation, ease of use and versatility. The interace provides a “mobile”experience—with support for gestural input and task-focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs. To experience the user interface visit www.Xerox.com/SIM7

Unified Address Book

The Unified Address Book integrates the scan, email and fax address books together, simplifying contact management at the device. The Favorites button adds the ability to quickly select frequently used contacts.Workflows aren't interrupted: Contacts can be added on the fly by users, without needing to go back to a client-based applications to add in information.

User Interface Customization

Customize the user interface at the device to show/hide apps, re-order them to place those most frequently used at the top of the screen, and even show/hide features or re-order them within apps (e.g. Copy) to maximize productivity for commonly used features

@PrintbyXerox

The @PrintByXerox app enables easy, secure printing follow-you-printing capability that comes with any ConnectKey technology-enabled printer. Submit an email to Print@PrintByXerox.com with any attachments that you wish to print. New users will receive an email confirmation containing a password. Use your password at any Xerox device running the @PrintByXerox app to release your job(s).

Apple AirPrint

AirPrint capability means users can walk up to any ConnectKey-enabled MFP and print any document, without the need for drivers or document re-purposing tools. Discovery on the network, wired or wireless, is done with Apple Bonjour protocol so any device is easy to find, and once selected, you just press print. AirPrint users can be tracked via accounting.-Includes advanced security with TLS

Cloud IdP support

Direct connections to the most popular cloud Identity Providers (IdPs) Okta, Ping Identity, and Microsoft® Azure allows customers to use existing authentication log-ins that they use for their desktop, laptop, and mobile devices with their AltaLink® MFPs too. This allows IT to transition on-site servers, such as Windows AD, into the cloud, saving space and infrastructure costs.

DocuShare® Go

Directly connect securely to DocuShare® Go accounts. Easily navigate to find documents to print or folders to scan in to. Preview files before submitting for print or scan, helping to avoid wasted prints or incorrect scans being sent. Supports Single Sign On convenience authentication when paired with Xerox® Workplace Solutions.

Mopria (r)Print Service Plug-in for Android

ConnectKey enabled MFP’s are Mopria certified. Mopria certification ensures you can print wirelessly from your Mopria supported (Android) smart phone, tablet and other mobile devices instantly and easily.

NFC

Near Field Communication (NFC) provides the user the ability to map a mobile device to the new Xerox Altalink 80XX Multi-Function Printer by holding your mobile device over the NFC icon on the user interface panel.

Xerox® Print Service Plug-in for Android™

The Xerox Print Service Plug-in provides a free solution for demanding Android users who want to get automatic printer device discovery, robust print options and finishing—even PIN code secure print release--All inside a native Android OS “inApp” printing experience.

Configuration Watchdog

Compliance with company security policies is made simple. Administrators can configure and monitor up to 75 security features and automatically reset them if they are changed by a user. Email alerts are generated in case remediation is unsuccessful and all events are captured in the audit log.

Encrypted Secure Print

Secure Print jobs are held at the MFP until the document owner releases them by entering their unique PIN through the device's front panel user interface. You have the option to enable document encryption (256-Bit) when submitting Secure Print jobs. This ensures that a document's intended recipient is physically present when printing sensitive information, and can immediately remove the output from the printer or MFP before exposing it to other device users. Secure Print jobs can be set to be automatically deleted from the print queue if they have not been released after a designated amount of time

Encrypted Workflows

Xerox Print Drivers support document 256-Bit encryption when submitting Secure Print jobs to ConnectKey Technology- enabled MFP’s. Users also have the option to encrypt PDF files (256-Bit) with a password when using the Scan to Email service.The PDF can be create as an encrypted PDF file and protected with a password.

Imaging Security

Protect your sensitive documents from unintentional disclosure by placing a detectable mark on printed and copied documents. The proprietary infrared technology from AltaLink® conceals the mark and detection is supported by a broad set of actions including inhibiting the job, sending email alerts, audit trails, and tracking reports.

Pre-defined Security Templates

AltaLink 8200 Series offers a streamlined security setup process: simply select from pre-defined security templates (Default, Elevated, or High), and the printer will automatically configure the appropriate security settings. This can be done during the initial installation of the printer (the preferred method) or at any point thereafter.

Security Dashboard

AltaLink's Security Dashboard simplifies the complexity of printer security management by utilising a structured approach based on the NIST recommended grouping of security features (Authentication, Confidentiality, Integrity and Availability). It delivers a summary overview, presents the status of security settings and eases navigation to configuration pages – all from a single pane of view.

Security Information and Event Management (SIEM) Support

Gain insights into security alerts through integration with industry's leading Security Information and Event Management (SIEM) tools such as Trellix ESM, LogRhythm and Splunk.

Trellix allowlisting and ePolicy Orchestrator

AltaLink® Multifunction Printers are protected by Trellix Embedded Control allowlisting technology. This ensures only safe, pre-approved files or functions are executed on your AltaLink® Printer. All unauthorised changes to the firmware are rejected, so there's no need to manually update software levels against new security threats. Seamless integration with the Trellix ePolicy (ePO) and Xerox® Managed Print Services security toolset allows central management of security policies.

Trellix Embedded Control – Enhanced Security

AltaLink MFPs include Security powered by Trellix Embedded Control, resulting in the industry's first lineup of multifunction printers that protect themselves from potential outside threats. Trellix's allowlisting technology detects unauthorized attempts to read, write or add to protected files and directories and sends alerts if they occur. Also, seamless integration with Embedded Web Server, the Xerox MPS toolset and Trellix ePolicy Orchestrator (ePO) allows for monitoring from the preferred console.

Trusted Boot

Trusted Boot ensures the trustworthiness of the AltaLink's embedded computing system by protecting the boot up process from malicious actions

Trusted Platform Module (TPM) 2.0

Trusted Platform Module (TPM) 2.0 chip stores encryption keys and prevents cybercriminals from tampering with the printer

Application Defaults

Application defaults allows application specific printing controls, this reduces the need to repeatedly set print options by users and saves time by reducing print errors. As an example, for Excel you could set the application defaults to always print 2-sided, but allow colour to be used. For Outlook application defaults you could enforce that all output is black and white, and 2-sided.

Configuration Cloning (Centerware)

CentreWare Web setup and basic installation wizards make it easy to manage configurations centrally. You can automatically configure firmware upgrades to be run on specific groups of devices, during low network traffic hours and receive confirmations once upgrades are configured.

Earth Smart Print Settings

Environmentally friendly Default settings are applied that reduce the impact on the environment , such as duplex printing and disabling banner pages and printing user ID's in the margins of jobs instead, saving resources and controlling cost.

Embedded Web Server

Gives you a browser window on virtually all of your AltaLink devices across the enterprise. From here you can manage installations, configuration settings, run reporting and diagnostics – even perform break/fix actions. Best of all, it is a free and runs from any internet browser using HTML5.

Print User ID on Margins

Print ID in Margins allows for First Page Only to print the job identification on the first page of the document in the top-left margin. This can save on printing banner pages.

Remote Control Panel

ConnectKey's Remote Control Panel allows authorized users to view and control the device interface screen from their desktop. This enables IT to remedy issues and faults without needing to be at the device. This improves productivity around maintenance and training. Users can remotely view and operate the MFP's interface as if they were standing next to it. So now they no longer need to physically move to the device in order to access its features, saving both time and energy.

Seamless Integration with Managed Services Tool

Built on Xerox® ConnectKey® Technology AltaLink is designed to enable the highest level of services delivery by seamlessly integrating with tools such as the Cloud-enabled remote services, security monitoring and auto-remediation, data, document and content management services

User Permissions

User Permissions give IT and support staff the ability to restrict access to device features- both print and walk up services. Print can be restricted by user, group, time of day and application. Features that can be controlled include usage of color, trays, specific job types and 2 sided printing. You can also enforce two sided printing. Walk up services can be limited to control use of copy, pathways, and tools.

Xerox Standard Accounting

Xerox Standard Accounting (XSA) tracks the numbers of copy, print, fax and scan jobs that a user can perform. Administrators can print a report which contains all XSA data. Administrator can manage the feature via the Web User Interface or device control panel in tools. Administrator has the ability to import or export user accounts, Group Accounts, General Accounts and User limits via a CSV file. Xerox Standard Accounting is a great way to implement cost control at the device level, without the investment in third party software for network level accounting capabilities.

Xerox App Gallery

ConnectKey-enabled MFP's can be customized by downloading Apps from the Xerox App Gallery, including Print from/Scan to: Google Drive®, Microsoft® OneDrive®, DropBox™, Microsoft Office 365, Box, Xerox® DocuShare® and MobileLink, Xerox Easy Assist, Translate and Print and many more. Visit www.xerox.com/appgallery for a growing selection of apps.

Xerox® Workflow Central Platform

Simplify, automate, and improve your everyday work processes with the convenience of a single platform. Xerox® Workflow Central Platform, a cloud-based solution, takes the guesswork out of converting physical and digital files into usable formats and easily transforms documents instantly from any device, including PCs, tablets, mobile devices, and MFPs.

- Translate to/from over 40 different languages
- Change documents into audio files for easy listening whenever, wherever
- Convert PDF or image files to popular Microsoft formats for shareability with a wider audience

Once you have used the Product Explorer to configure your product, this QR code will allow you, or a sales person, to easily retrieve your configured product details.

How to use your QR Code

1. Open the QR Code reader on your phone, or download a QR code scanning app from your device's app store.
2. Hold your smartphone over the QR Code so that you can clearly see the image within your screen.
3. Your smartphone reads the code and navigates to the intended destination.

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MASTER AGREEMENT #112124
CATEGORY: Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services
SUPPLIER: Xerox Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Xerox Corporation, 201 Merritt 7, Norwalk, CT 06851-1056 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective on May 1, 2025. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #112124) to Participating Entities. In-Scope solutions include:

   a) Copiers, printers, scanners, and multi-function devices for the purpose of print, specialty print, duplication, reproduction, or imaging of documents or material across a broad range of output formats, qualities, and sizes, in a variety of device capabilities, such as mobile, desktop, and production units, and black and white or color format;

   b) Proposers may offer hardware, software, and accessories, to the extent that they are complementary and directly related to the solutions described in 7)a above;

   c) Services related to the solutions described in 7)a – b) above, including managed print services (MPS), access or security controls, networking, installation, monitoring or testing, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include MPS-only or service-only solutions.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

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12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and Supplier's warranties for Equipment, Products and Services (Included Solutions) are as stated in Supplier's additional terms or warranty documents provided at the time of the transaction and subject to the limitations therein.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

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regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient

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must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Supplier's products are TAA compliant.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, Document Technology Partners (DTP), or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;
    - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
    - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

    A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

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Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report on a quarterly basis all completed transactions with Participating Entities for Supplier's Orders covering the sales of Included Solutions utilizing this Agreement, except for Supplier's DTP's Orders sales reporting will only cover Equipment. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement. Termination under this provision shall not apply to orders received and equipment installed, or Services ordered prior to the effective date of termination.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report on a quarterly basis of all transactions completed with Participating Entities for Supplier's Orders covering the sales of Included Solutions utilizing this Agreement except for Supplier's DTP's Orders activity report will only cover Equipment. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number. Customer Contact Telephone number will be included in our reports so long as the Participating Entity registers the Equipment on the Xerox meter portal for meter submission.

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on a quarterly basis for Supplier's Orders on all completed transactions covering the sales of Included Solutions to Participating Entities utilizing this

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Agreement except for Supplier's DTP Orders' administrative fee will only apply to completed transactions covering the sales of Equipment. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions covering Included Solutions sales or DTP Equipment sales, to Participating Entities utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid undisputed Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements. Termination under this provision shall not apply to orders received and Equipment installed, or Services ordered prior to the effective date of termination.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property caused by some defect in t in the Included Solutions under this Agreement to the extent such defect is proximately caused by the negligent acts or omissions , or willful misconduct of the Supplier in the performance of its obligations under this contract and to the extent the Included Solution has been used according to its specifications. Supplier does not agree to indemnify the Participating Entity due to any negligent or willful act on the part of the Participating Entity, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Xerox officer, employee, or agent. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) Force Majeure. Neither party to this Agreement will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default. A Participating Entity's payment obligation will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Supplier is prevented from providing maintenance services. The payment suspension will continue until the end of the force majeure event or until Supplier restores the equipment to operating condition. If payment is suspended the term of such Participating Entity's contract will be extended for a period equal to Participating Entity's payment suspension.

19) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

20) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a limited royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

21) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

22) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

23) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations contractual liability, blanket contractual liability, and personal injury and advertising

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injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to include Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

24) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

25) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

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Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Included Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs. Unless clearly noted in the order documents, equipment and products must be delivered to the Participating Entity as operational. Unless the Equipment or services is preceded by a trial order, the Equipment will be deemed accepted on the equipment's installation date, which is the date Supplier determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the Participating Entity's use. The Installation Date for Equipment and Software designated as "Customer Installable" will be the Equipment delivery date.

   Any equipment that does not perform to its published specification will be repaired or replaced by Supplier at its expense, provided the equipment is covered by a Supplier warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Supplier's option a unit with similar capabilities, and comparable usage. Equipment can only be returned to Supplier if Supplier has misrepresented the equipment's capabilities, or if the product has failed to perform to its published performance specifications, provided the equipment is covered under a Supplier warranty or maintenance program, and the equipment had been previously replaced by Supplier. Risk of loss to the equipment will pass to the Sourcewell Member agency upon delivery. The Participating Entity is required to insure the equipment. Title will remain with Supplier until the Participating Entity purchases the equipment.

   The Supplier offer includes all expenses associated with the equipment's freight, its shipment to and removal from the Participating Entity's delivery dock, and its inside delivery/removal, excluding any unique delivery or removal expenses. The Participating Entity will be responsible for any non-standard inside delivery or removal expenses, such as the additional time or resources required to disassemble the equipment due to the lack of adequate facility access (door removal, upending equipment, or crane support) or the movement of the equipment up/downstairs using stair creepers. If any excess rigging is required, Supplier will include the details and associated costs with the individual equipment proposal prior to performing the actual service.

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3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Xerox Corporation
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Rachael Jones Turner F9472944D2F0449...
By: _____	By: _____
Jeremy Schwartz	Rachael Jones Turner
Title: Chief Procurement Officer	Title: Director SLED Cooperative Contracts
Date: 4/17/2025 | 2:40 PM CDT	Date: 4/17/2025 | 2:24 PM CDT

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RFP 112124 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Vendor Details

Company Name:	Xerox Corporation
Address:	201 Merritt 7 Norwalk, Conneticut 06851
Contact:	Rachael Jones Turner
Email:	Rachael.Jones@Xerox.com
Phone:	818-620-5163
HST#:	16-0468020

Submission Details

Created On:	Thursday October 03, 2024 13:05:27
Submitted On:	Wednesday November 20, 2024 15:27:44
Submitted By:	Rachael Jones Turner
Email:	Rachael.Jones@Xerox.com
Transaction #:	d6e78ff2-91b3-4ccf-bb10-ea2058bbe587
Submitter's IP Address:	172.191.214.85

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Xerox Corporation	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Xerox is a wholly owned subsidiary of Xerox Holdings Corporation and is a publicly traded company (NYSE; XRX) that also operates through a variety of direct operating companies, subsidiaries, and distribution channels around the world. We sell and distribute products directly to customer through our worldwide sales force and through a network of independent agents, dealers, and certified resellers. Subsidiaries of Xerox Unless otherwise noted, a subsidiary is a company in which Xerox, or a subsidiary of Xerox holds 50% or more of the voting stock. Currently, Xerox has no subsidiaries that hold 50% or more voting Xerox stock. A full list of Subsidiaries can be found in Form 10-K, Exhibit 21.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1PPP0	*
5	Provide your NAICS code applicable to Solutions proposed.	The primary NAICS code for Xerox Corporation is 334119, defined as "Other Computer Peripheral Equipment Manufacturing.	
6	Proposer Physical Address:	201 Merritt 7 Norwalk, CT 06851-1056.	*
7	Proposer website address (or addresses):	www.xerox.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Rachael Jones Turner Director SLED Cooperative Contracts 5700 Warland Drive, #220A, Cypress, CA 90630 rachael.jones@xerox.com 818-620-5163	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rachael Jones Turner Director SLED Cooperative Contracts 5700 Warland Drive, #220A, Cypress, CA 90630 rachael.jones@xerox.com 818-620-5163	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Allaire RVP Western Canada 1601 Church Ave, Unit 9 Winnipeg, Manitoba R2X 1G9 204-905-4991 nick.allaire@xerox.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	History The roots of Xerox go back over one hundred years to our humble beginnings as the Haloid Company, established in 1906. In that time, we pioneered and brought to market many of the technologies and solutions used by office workers every day.	

From the first xerographic image made in 1938 to breakthroughs in home and business computing during the 1970's and our influence and leadership in shaping the current Managed Print Services (MPS) offering; to delivering our "game changing" ConnectKey® Technology, which enables modern workers to leverage Xerox® Multifunction Devices (MFDs) to simplify the way work gets done in the office and on the go.

We are proud of our rich heritage of innovation and forward thinking in bringing to market MPS and solutions that help organizations work smarter. Through our innovation and market leadership, we have developed a strong industry reputation and recognizable brand with trusted competencies in printing and communications, both in the office and in the graphic communications and production print markets. For additional information please read Our Story of Xerography and Chester Carlson and Xerograhy https://www.xerox.com/en-us/innovation/insights/chester-carlson-xerography

MPS History

We pioneered the Managed Print Services (MPS) marketplace over 25 years ago and continue as the industry leader today. As the first company to recognize our customers' need to outsource their document services, we established Xerox Business Services (XBS) in 1989 to focus on this growing business segment. Under the XBS model, Xerox placed people and equipment on-site at a customer's facility to manage the office print environment and provide print and mailroom services and supplies. One limitation of the service is that it was for Xerox devices only.

Historical Overview of Managed Print Services

• In 2000, we "reinvented" our services to create a benchmark global document outsourcing solution. Today, we leverage our proprietary technology to offer the most comprehensive managed print service available. With MPS, Xerox consolidates and manages all our customers' output devices, including competitive equipment and supplies. MPS extends the benefits of print management from the office to the centralized print center and the mobile and home office, once again expanding the scope of what managed print services can do for our customers.

• In 2014, Xerox launched a new "Next Generation" MPS strategy, Assess & Optimize, Secure & Integrate and Automate & Simplify.

• In 2015, we continued to innovate and expand the solutions within the three-phases of Assess & Optimize, Secure & Integrate and Automate & Simplify with an increased emphasis on Workflow Automation Services.

• In 2017, Xerox split from our Business Process Outsourcing (BPO) segment to form an independent, publicly traded company continuing as an industry leader in the MPS marketplace with innovative technology.

• In 2019, we continued to offer the most comprehensive portfolio of MPS services in the industry and are recognized as the industry leader by several major analyst firms, including Quocirca, and IDC.

• In 2020, MPS extends the benefits of print management from the office to the centralized print center and the mobile and home office, once again expanding the scope of what managed print services can do for our customers.

• In 2021 and continuing in 2024, we were recognized by Keypoint Intelligence-Buyers Laboratory (BLI) for several key PaceSetter awards. This recognition highlights the enduring strength of Xerox's value proposition, as we continue to deliver a comprehensive range of hardware, software, and services to the market. Our offerings include best-in-class printers, innovative apps, Xerox Workplace Cloud, DocuShare, Content Hub, Managed Print Services for the Home Worker, vertical solutions, and more.

Our Values

At Xerox, six core values guide everything we do, enabling us to deliver excellence to our clients, our shareholders and each other. These values are what make us Xerox. They are a part of our history and a part of our future.

• We succeed through satisfied clients.
• We value our employees.
• We deliver quality and excellence in all we do.
• We require premium return on assets.
• We use technology to develop market leadership.
• We behave responsibly as a corporate citizen.

Xerox Today

At Xerox, our workplace technology is powering today's workforce to make work, work. Xerox is a workplace technology company, building and integrating software and hardware for enterprises large and small. As clients seek to manage information and document workflows across digital and physical platforms, we deliver a seamless, secure, and sustainable experience. Whether inventing the copier, the Ethernet, the laser printer or more, Xerox has long defined the modern work experience and continues to do so with investments in artificial intelligence (AI), augmented reality (AR)-driven service experiences, robotic process automation (RPA) and other technologies that enable Xerox to deliver essential products and services to address productivity challenges of a hybrid workplace and distributed workforce.

Xerox is a $6.9 billion, technology leader with approximately 18,200 employees globally and conducts business in more than 145 countries. Xerox serves clients globally in North America, Central and South America, Brazil, Europe, Eurasia, the Middle East, Africa, and India. This geographic span allows us to deliver our technology and solutions to customers of all sizes, regardless of complexity or number of customer locations.

12	What are your company's expectations in the event of an award?	Following the award of the current Sourcewell Contract, Xerox implemented an Accreditation Program for our Government Sales Channel Partners, enabling them to sell through select government contracts. This program has been a resounding success, making Sourcewell our premier contract for sales partners. From 2023 to 2024, Xerox's channel partner business in the government sector grew by over 35%, with Sourcewell playing a crucial role in this achievement. Internally, we aim to continue expanding our pool of Xerox channel partners selling to government entities by enrolling them in our Accreditation Program to use the Sourcewell Contract for municipal sales. Additionally, we are exploring ways to further strengthen our partnership with Sourcewell, such as recording training sessions and encouraging partner attendance at the many valuable programs Sourcewell hosts throughout the year. Xerox's focus and investment in this area continue to grow, and we anticipate Sourcewell will become increasingly pivotal in our government sales strategy.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Xerox is a workplace technology company, building and integrating software and hardware for enterprises large and small. We are an industry leader with $6.9 billion in annual revenue; focused on helping people communicate and work better. As customers seek to manage information and document workflows across digital and physical platforms, we deliver a seamless, secure, and sustainable experience. Whether inventing the copier, the Ethernet, the laser printer or more, Xerox has long defined the modern work experience and continues to do so with investments in artificial intelligence (AI), augmented reality (AR)-driven service experiences, robotic process automation (RPA) and other technologies that enable Xerox to deliver essential products and services to address productivity challenges of a hybrid workplace and distributed workforce. • Our financial stability is backed by a proven track record of maintaining strong margins through ongoing cost and productivity initiatives. As markets shift, we undertake restructuring to optimize our workforce and facilities to best align our resources with the growth areas of our business, and to maximize profitability and cash flow in businesses that are declining. • Our technical stability is driven by our vision for the future. Our product road maps include frequent releases of new apps, software, and firmware upgrades, as well as new products to ensure we remain at the forefront of the industry. We are expanding and modernizing our software offerings – through our own development efforts, as well as partnerships – to cover the entire life cycle of documents and content. Finally, we continue to capitalize on our intellectual property by embedding it in our products and software, developing new businesses and licensing or selling patents where appropriate. • For generations, Xerox has stood for innovation, quality, and excellent customer experience. We are the company that revolutionized the office, created printing-on-demand, and repeatedly reinvented and transformed to keep pace with the demands of our customers and the market. Additional details can be found online at: Annual Reports https://investors.xerox.com/investor-materials/annual-reports	*
14	What is your US market share for the Solutions that you are proposing?	In the US, according to Industry Analyst IDC, Xerox maintains the #1 equipment market share for all products overall in this space at 20% share. In respect to Total A3 and Total Production products, the share is 25%. The A3 Color share is 27%. With respect to overall Managed Print Services market share, Xerox again leads the market with 17.2% overall share. Regarding overall State, Local and Education (SLED) market share, while these figures are not officially tracked by industry analyst and more challenging to calculate, Xerox maintains the #1 market share to US (GSA) in both Technology and MPS categories. Additionally, Xerox does business within all 50 states and US Territories.	*
15	What is your Canadian market share for the Solutions that you are proposing?	In Canada, according to Industry Analyst IDC, Xerox maintains the #1 equipment market share for products overall in this space at 35% share. In respect to core A3 mono the share is 47% and for A3 Color share is 41%. For Production products, the share in Canada is 51%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Xerox confirms that neither Xerox Limited nor its directly owned affiliates have ever filed for bankruptcy.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Xerox is the original equipment manufacturer (OEM) for the majority of products and technology that are sold by Xerox. In some instances, Xerox may partner with other manufacturing or technology organization, such as for PC Controllers, finishing equipment or print management software in which Xerox may act as a reseller. As an OEM, Xerox markets and provides services and equipment via a direct sales force, wholly owned subsidiaries, as well as authorized agents, dealers, distributors, solution integrators and resellers. Xerox can sell and service technology and managed print services clients directly or through our business partners as agreed to by Xerox at the request of our customers. In regard to service providers, Xerox has direct service capabilities nationally and US territories as well as through a select group of service provider partners. As an example, a Xerox reseller may sell a Xerox-brand product and the end user may choose the Xerox direct service organization while another customer may choose to have their reseller service if they are an Authorized Service Provider.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Xerox has multiple certifications and licenses in different areas such as Security, Environmental and ISO Certifications. Please find below the description of each one. Security Certifications Common Criteria Certification - provides independent, objective validation of the reliability, quality, and trustworthiness of IT products. It is a standard that customers can rely on to help them make informed decisions about their IT purchases. Common Criteria (aka ISO 15408) sets specific information assurance goals, including strict levels of integrity, confidentiality, and availability for systems and data, accountability at the individual level, and assurance that all goals are met. Common Criteria Certification is a requirement for hardware and software devices used by the federal government on national security systems. The 8200 series certification is pending on all new product announcements in 2024. To view the Xerox products that have achieved Common Criteria Certification, visit Common Criteria Certification Reports. https://security.business.xerox.com/en-us/documents/common-criteria/. FIPS 140-2 - All hardware and software components that are used by government and other key industries for the purpose of collecting, storing, transferring, sharing, and disseminating sensitive but unclassified information are required to be FIPS 140-2 certified. FIPS 140 is a series of coordinated requirements issued by the National Institute of Standards and Technology (NIST) to validate the product's level of security depending on its intended use. Trellix Security - Built-in Trellix security provides protection against intrusion from within Xerox MFPs built on Xerox ConnectKey® Technology. Two levels of protection are offered. Trellix Enhanced Security is standard and allows only an approved, predefined list of applications, code, and software files to run on the device. This Trellix agent is Xerox factory installed and it monitors in the background for any changes to Xerox factory default system applications used to operate the device. Trellix Integrity Control is an optional, commercial application that supports a higher level of whitelisting and change control or dynamic whitelisting. This protects the device's executable files from tampering and identifies trusted sources, controls what can change, who can change and when it can change. Environmental Certifications Energy Star - The U.S. Environmental Protection Agency has recognized Xerox as a 2024 ENERGY STAR® Partner of the Year for Sustained Excellence, the highest honor given by the program. This award reflects Xerox's consistent commitment to energy efficiency and environmental leadership. To learn more about the ENERGY STAR awards, https://www.energystar.gov/about/how-energy-star-works/our-partners/awards/about-energy-star-awards Blue Angel - Based in Germany, Blue Angel was the world's first certification for environmental friendliness. Its purposes are to promote ecological awareness and to guide environmentally conscious consumers to the most ecologically sound products. EPEAT - (multiple countries) is a global registry for environmentally friendly electronics for purchasers, manufacturers, resellers, and others wanting to find and promote environmentally preferable products. EPEAT uses a self-declaration and rigorous verification system to ensure the products conform to the established criteria. Once products are added to the registry, EPEAT uses independent experts to verify that the products meet the selected criteria as claimed. All Xerox® products listed in this document are EPEAT-certified in the U.S. Various products are also certified in additional countries. For more information, go to www.epeat.net. FSC and PEFC Certification - As part of its long-standing commitment to preserve biodiversity through responsible forest management and to provide customers with 'greener' paper choices, Xerox earned 'chain of custody' certification from both the Forest Stewardship Council (FSC) and the Program for the Endorsement of Forest Certification (PEFC). 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. Xerox's FSC certification was awarded by the Rainforest Alliance, an international non-profit conservation organization that is the world's leading FSC certifier of forestlands. FSC certification ensures responsible use of forest resources and is the Global Benchmark for Responsible Forest Management. PEFC certification was awarded by certifiers NEPCon and BMG Trada Certifying. For additional information please refer to https://www.xerox.com/en-us/about/ehs/paper-use Eco-label Programs - Many Xerox products meet or exceed the requirements of the world's most widely recognized certifications for product environmental performance - the international ENERGY STAR and Canada's Environmental Choice EcoLogo eco labels. Xerox's eco label products provide environmental benefits without compromising performance, quality, or reliability. And the energy- and paper-saving features of these machines bring value, efficiency, and flexibility to your work environment. ISO Certifications ISO 9001/ 14001/2700 - ISO Certifications are site specific. Xerox has achieved and maintained certifications in ISO 9001, ISO 14001 and ISO 27001 at many Xerox facilities and locations throughout the world. We can expand on our certifications for various facilities upon request, if necessary, based on your scope of work and business requirements.

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Xerox is not currently and has never been on any Debarment Lists. Xerox is a multi-national, publicly-traded company (NYSE: xrx) and required by regulations of the SEC to provide consistency in disclosure of any/all material litigation or judgments against Xerox, which can be found at https://www.news.xerox.com/investors under SEC Disclosures and within our 10-k Annual Reports.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Xerox products and services have received some of the industry's top honors. Below are a few examples of these awards. For further details please follow this link: https://www.xerox.com/en-na/about/insights/workplace-awards#tab-hardware Hardware: • BLI 2024-2025 Pacesetter Award in Education: K-12 Schools. Keypoint Intelligence names Xerox Corporation winner of the Buyers Lab (BLI) 2024-2025 Pacesetter Award in Education for the K-12 schools market. • BLI 2021-2022 PaceSetter in Smart Print Manufacturing. Xerox is named the 2021-2022 PaceSetter Award winner for Keypoint Intelligence's inaugural Market Insights study on smart print manufacturing. • BLI 2021-2024 PaceSetter in Print Applications: Market Expansion. Keypoint Intelligent Recognizes Xerox as a leader for specialty printing market expansion thanks to our range of products with innovative colors, metallics, whites, clears, fluorescents, and more. Plus, recognition for design support, sales and marketing collateral and tools to help customers grow their business. Software: • BLI 2024 Smart Workplace Solutions Line of the Year. Keypoint Intelligence has named Xerox Corporation as the recipient of the Buyers Lab 2024 Smart Workplace Solutions Line of the Year Award for our industry-leading portfolio of smart workplace solutions, our collection of MFP apps, award-winning Intelligent Document Processing (IDP) and, our cutting-edge, and digital transformation solutions like Workflow Central Platform DocuShare, XMPie and Workplace Cloud. • BLI 2024-2025 Pacesetter Award in Education : K-12 Schools. Keypoint Intelligence names Xerox Corporation winner of the Buyers Lab (BLI) 2024-2025 Pacesetter Award in Education for the K-12 schools market. Services: • Xerox is positioned as a leader in the Quocirca Managed Print Services Landscape. Xerox continues to lead in the Quocirca managed print services vendor assessment with one of the broadest service portfolios across the office and production print environments. • Xerox named a leader in Quocirca's Cloud Print Services 2024 Landscape Report. Quocirca named Xerox a Leader in its Managed Print Services (MPS) Cloud Print Services 2024 Report over all competitors in the industry in strategic vision and depth of service for our cloud-based device management, print management and productivity tools. • Xerox named a Leader in Quocirca's Print Security 2024 Landscape Report. In recognition of the value and innovation to clients through our multi-layered security portfolio. • Xerox wins 2022-2023 BLI Pacesetter Award from Keypoint Intelligence for its Comprehensive Managed Print Services Programs. Leader in cloud print management, advanced security, document workflows, and more with another Pacesetter Award.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Xerox's government sector business represents 60% of our overall revenue.	*
22	What percentage of your sales are to the education sector in the past three years?	Xerox's education sector business represents approximately 40% of our government sector business, comprised of K12 and Higher Education.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Xerox administers and manages over 1000 contracts across the country serving the public sector, many of which require cooperative purchasing as part of their procurement regulations. A sampling of the nationally available cooperative agreements is provided below: • Texas Department of Information. • California Multiple Award Schedule (CMAS). • Midwestern Higher Education Compact (MHEC). • NASPO ValuePoint. • E&I. • PEPPM. • OMNIA Partners. Customer data such as entity names, spend with Xerox and specific contract details are considered Customer Private Data. We recognize this information should be made available because these are Public Sector Customers, however, just as Sourcewell has strict regulations and procedures on open records requests, each of our public sector customers has similar regulations.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS-35F0662M (Schedule 70) is now combined into GS-03F137DA for 2023 and going forward. Contract 2021 2022 2023 GS-03F-137-DA $53,289,225 $46,290,835 $34,789,750 GS-35F-0662M $257,627 $22,312 N/A	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Palo Alto	Josie Stokes	650-329-2291	*
Sarasota County	Ken Watson	941 232 9518	*
Department of State Hospitals - Sacramento	Dave Sills	916-909-1465	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Xerox is primarily organized into three sales divisions: • Federal and Named Accounts • State/Local and Small/Midsized Business (SMB) • Channels The Federal and Named Accounts division consists of our Xerox Direct sales force, primarily focused on serving Fortune 1000 companies and the Federal Government. The SMB division operates through our subsidiary, Xerox Business Solutions, which serves small to midsized commercial businesses, print providers, and state/local governments. The Channels division includes resellers, dealers, and agents—third-party providers who sell on behalf of Xerox through our Global Partner Program. Xerox's structure also includes Commercial Operations and Government, Healthcare & Education (GHE) Operations. Within both our direct and indirect sales organizations, GHE Operations are managed by the Government, Healthcare & Education Center of Excellence, which oversees contracts, compliance, and operational management.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The Authorized Sellers who will deliver Solutions include: Xerox Business Solutions (XBS), a wholly-owned subsidiary of Xerox primarily focused on selling to the SMB markets, Agents, independently-owned small business partners primarily focused on in more rural regions that sell to governments within the regions these agencies are based. Agents utilize Xerox infrastructure, systems and resources for their operations, The Xerox Global Partner Program comprises thousands of partners who sell to customers on behalf of Xerox. In 2020, Xerox launched an initiative to improve service delivery to municipal governments through local providers, establishing the role of National Channels Director for our State and Local business in the U.S. Since then, Xerox has developed comprehensive systems, tools, personnel, processes, and policies to build and promote the Government, Healthcare, and Education Accreditation Program (GHE Accreditation). The GHE Accreditation certifies selected partners through a structured application, screening, and training process, authorizing them to sell to the government sector and utilize specific Xerox Government Contracts. Accredited partners may include large national resellers, local resellers, major dealers, IT service providers, and more. Sourcewell is one of the key contracts enabled for this program, demonstrating consistent growth each year since its inception. All partners purchase products through distribution channels that receive weekly updates on authorized, accredited partners eligible to use the Sourcewell contract. Partners also report sales through the Xerox Partner Portal, with monthly compliance reviews conducted by Xerox's Compliance Office within our Government, Healthcare, and Education Center of Excellence. For Canada coverage is provided by: Xerox Business Solutions – A wholly-owned subsidiary of Xerox primarily focused on selling to the SMB markets. A complete list of Authorized Sellers will be provided upon award of the Master Agreement.	*

28	Service force.	Xerox is the largest single-source provider of document and information-related equipment and services in the world. Xerox provides service personnel across the globe —with a worldwide service force of over 10,000 employees providing support 24 hours a day. Geographically, our footprint spans approximately 145 countries and allows us to deliver our technology and solutions to customers of all sizes, regardless of complexity or number of customer locations. United States In the U.S., sales and service operations are available in all 50 states as well as the District of Columbia. We have administrative offices in nine states, manufacturing facilities in five states. In the U.S., we operate in 16 major U.S. locations. We go to market with a services-led approach and sell our products and services directly to customers through our direct sales force and through independent agents, dealers, value-added resellers, systems integrators, and the Web. In addition, our wholly owned subsidiary, XBS, an office technology organization comprised of regional core companies in the U.S., sells document management and IT services. We also continue to focus on broadening our distribution to small and mid-sized businesses through the expansion of our network of multi-brand resellers. Under the Sourcewell Agreement, we are structured to serve Sourcewell members in the United States and Canada. We have implemented a common global delivery model that aims to provide a consistent customer experience. We believe that these changes create a leaner and more effective go-to-market model that will streamline our supply chain and provide our customers with best-in-class services. MPS Global Service Delivery Approach and Methodology Xerox has implemented Managed Print Services (MPS) for many global customers. These projects spanned all regions of the globe including North America, South America, Europe, and Asia. Our industry experience includes, but is not limited to, automotive, chemical engineering, consumer products, finance, healthcare, and publishing. Xerox has developed a Global Service Delivery Model (GSDM) to enable total service delivery excellence. The GSDM provides standardization, measures quality performance, and determines issues of non-conformance as related to Sourcewell's contractual Service Level Agreement. The GSDM methodology is based upon industry best practices and is aligned with the Lean Six Sigma, Information Technology Infrastructure Library (ITIL), Control Objectives for Information and Related Technology (COBIT), Project Management Institute (PMI) and others. This model standardizes the way Xerox serves our customers across service and geographic boundaries with common practices and processes, documentation, tools and templates, job roles, competency and training, and assessment methodology. By using GSDM, Xerox maintains consistency, global productivity, and increases the overall ease of doing business with Xerox. The GSCM model is made up of seven core practices: 1. People Management. 2. Technology Management. 3. Service Operations. 4. Governance and Performance. 5. Relationship Management. 6. Financial Management. 7. Innovation and Continuous Service Improvement. Within these seven practices are more than 40 processes to ensure consistent and controlled delivery. Every account conducts a maturity assessment and develops an improvement plan based on identified gaps. This framework ensures a consistent, reliable, and predictable service, so that our customers receive the value they expect. Xerox Global Service Delivery Model ITIL-based Delivery Framework and Best Practices. Consistent Global Service Delivery. • Ensures quality and reliability. • Reduces risk. • Lowers cost of delivery. • Enriches customer experience.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Xerox Sales Representative is responsible for contacting a Customer and obtaining an order. After the Xerox agreement is finalized and signed, the Xerox Sales Representative submits the order electronically to the Xerox Order Entry Team. Orders are entered into a centralized ordering system using a unique contract identifier for each contract vehicle, which is accessible to only authorized Sales Representatives and the Order Processing Representatives. Editing of the order is completed and the request for equipment or service is passed to distribution in the equipment procurement system to establish a delivery date and time. Additionally, any special requirements are noted, and the appropriate departments are automatically notified if their involvement is necessary at the time of installation. Once successfully installed and accepted, a notification is sent to the billing system to start the invoicing of the equipment or service. Invoices are generated and delivered to the customer and are due upon receipt. Generally, any equipment or services ordered or invoiced can be tracked and any needed quarterly sales reporting can be pulled from a centralized database using the unique contract identifier established upon execution of the master contract. Quarterly charges are tracked on a control document and examined for consistency. Any variations in the baseline are examined and resolved prior to issuing the report and payment. For transactions processed through an approved partner, other than Xerox Agents who utilize Xerox systems and resources as outlined above, they may utilize their own systems which differ slightly than those processed directly with Xerox. We, however, have a reporting mechanism provided by Xerox which is consolidated into one report by Xerox for the reporting activity to Sourcewell. Consumables Ordering Process Xerox provides four methods for toner replenishment outlined in the table below. Automatic Supplies Replenishment. Since the device is on the network and being monitored by our Xerox Software Tools, the devices are in constant contact with the Xerox Help Desk. They can monitor when the device automatically sends an alert to process an order for any supply item that is needed. Manual User Anyone on the Sourcewell Team can contact our dedicated Xerox Help Desk (1-800#) and provide some basic information, including the device serial number and location. The Xerox Help Desk agent will process the request while they have the Sourcewell Team member on the phone and toner (or another consumable) will be shipped to them. If the device has already provided an alert the Xerox Help Desk agent can let the customer know an order is already on the way. Clients usually need to call us when devices are not connected to the network. At the Device The Xerox Support Assistant 3.1 app can be installed from the Xerox® App Gallery to devices on the Alta Link® and Vista Link® platforms. The Support Assistant app is designed to help customers gain insight into open service and supplies incidents at the device user interface (UI). Users see simplified, friendly messages relating to open tickets in Xerox Services Manager (XSM), thereby reducing calls to Sourcewell operations and Xerox Help Desk teams. Supported scenarios include open and closed service incidents, as well as open, closed, monitoring, and shipped supplies incidents. Fleet Management Portal ' The Fleet Management Portal (FMP) is an easy-to-use portal that is in communication with the Xerox Managed Print Services Software Tools, Xerox Device Manager (XDM) and Xerox Services Manager (XSM), providing information for monitored devices such as equipment status, consumable status, and meter readings. Through FMP you can order supplies, report technical issues, check on service order updates and much more.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Xerox offers an extensive portfolio of products, software and services. From portable desktop printers and multi-function devices, office workgroup multi-function devices to production printing presses – each product comes with a standard service offering that is tailored to that product and the criticality of its function in the marketplace. For example, while a desktop printer may come standard with a next-business day service response, a production printing press may offer a two-hour response window. For some customers with more critical applications, as part of our Managed Print Services offerings, Xerox and our partners may staff analyst, technicians, and engineers to work directly within the customer's facilities. Agencies with business-critical applications, such as Law Enforcement Agencies or Public Hospitals, Xerox offers service agreements that can be tailored to the unique demands of that agency with offerings such as 24/7 response, on-demand hot-swaps and CJIS-level background checked employees. Xerox and our partners understand that the response and service level required is not the same for every end-user or product purchase. Different applications and agency have differing requirements. Xerox and our partners are fully prepared to support our Government, Healthcare and Education customers in manner needed to fulfill their mission of serving their constituency. Xerox Technology & Process Service Capabilities Xerox invests in research and development to not only continually evolve and improve the quality of our products but the service and support experience we provide our clients. When it comes to service, we have made substantial investments in new technologies that enhance our ability to respond quickly and effectively.

One example of this, Xerox offers diagnostic and monitoring tools both embedded into our devices as well as network applications to proactively monitor, remote triage, and dispatch service technicians to the supported devices.
One of these offerings is real-time proactive device management which captures a large majority of all issues and is resolved before an end-user impact, which may otherwise require end-user involvement.
Our simple closed-loop service call process has been designed to resolve any problems that may arise, or any issues you may have with regards to your Xerox product, to your satisfaction as quickly and effectively as possible. The steps in the break/fix call process are as follows:
• Step 1: The process begins by placing a call to the Xerox Help Desk. The Customer Service Support Representative (CSSR). The CSSR will then assess your problem and, if possible, make recommendations to immediately resolve your problem remotely.
• Step 2: If remote resolution is not possible, the CSSR will arrange to have a break-fix technician dispatched.
• Step 3: The technician will contact the contact person before arrival and provide an estimated time of arrival (ETA).
• Step 4: Upon arrival at your site, the technician will review the equipment issue with the contact person and provide an estimate of the time required to repair your equipment.
• Step 5: The technician will then repair your equipment. While there, the technician will check the overall operation of your equipment, perform any preventative maintenance required, and run a thorough system check. After completing these activities, the technician will review the repairs made with the contact person to ensure your satisfaction. If follow-up is required, the technician will work with you to establish a convenient follow-up date and time.
Xerox Service Technicians
Xerox TSRs have access to additional support resources, including product engineers and field specialists to assist in resolution of device issues. The Xerox Global Service Network internet portal provides our TSRs with service bulletins, a communication medium, and an information center, all of which the Xerox TSR can access through their laptops. This internet portal is the Xerox communication link for all technical personnel. It keeps them up to date with software fixes, the latest product service news, teleconferencing, technology updates and bulletins, question-and-answer discussion forums, libraries to upload to their laptops and product documentation updates.
Additionally, Xerox TSRs have access to a unique Xerox database featuring the latest service tips and innovations. Updates and details regarding product fixes are included from all over the globe and are downloaded to each Xerox TSR's laptop. This proprietary database is constantly updated through validation by recognized subject-matter experts.
Remote Diagnostics
Another differentiator of Xerox Service is Xerox proprietary technologies such as Device Direct communication to securely transmit critical service data such as equipment configuration details, firmware versions, fault history, service items approaching replacement intervals, image quality status, and diagnostic information to customer support personnel and technicians. This capability enhances the troubleshooting and repair process resulting in reduced downtime. However, keep in mind that this aspect of Xerox Remote Print Services (XRPS) does not provide proactive service, it simply enhances our remote solve capabilities and makes our traditional break fix service offerings more efficient. Xerox devices can achieve connectivity within XRPS in two ways: via Device Direct and via a discovery agent. Device Direct establishes a direct connection between each device and the Xerox Communication Servers.
When configured, Device Direct supports both automated meter reading and automatic supplies replenishment. Device Direct can also send advanced device diagnostic information directly to Xerox to enable remote diagnostics capabilities. Because Device Direct is built-into the print devices, it is not operating system dependent and will work with Apple or Unix-only client environments.
We also connect with your devices through XRPS by way of a discovery agents such as Xerox Device Agent (XDA). Once installed, these agents scan your network to auto-discover both Xerox and non-Xerox print devices. The discovery agent establishes communication with each device to collect meter and supply level information. This data, in turn, is forwarded to the Xerox Communication Servers directly from the discovery agent. The discovery agent includes a graphical user interface allowing the client to locally monitor and maintain their system. This model supports automated meter reading and automatic supplies replenishment for Xerox devices.
Current technical limitations prevent the discovery agent from collecting advanced diagnostic information from each device, so if remote diagnostics functionality is desired, a Device Direct connection will also need to be established.
The best and preferred connectivity solution is the mixed deployment model. This configuration combines Device Direct and discovery agent models within the same client environment to offer an integrated solution which provides the maximum feature set and compatibility benefits for the client.
XRPS communication occurs either directly from each device with Device Direct or via a discovery agent such as XDA. Device Direct and XDA complement each other and

		are encouraged. Technical Remote Service Tools Xerox Technical Service Representatives (TSR) have several remote resources to help Technicians meet customer requirements and service level agreements. (AI4SD): Artificial Intelligence for Service Delivery: Provides live data on machine information to help the TSRs understand what is occurring on the device as well as what consumables may need replacement. This data can be viewed prior to responding to the call CareAR: Is a platform used to allow support engineers the ability to see the machine and the concerns live enabling them the ability to support trouble shooting more comprehensively. Global Service Network: All Service Technicians use our proprietary Xerox Global Service Network, a portal that provides instant access to software fixes, the latest product service news, technology updates, and bulletins. It provides question-and-answer discussion forums, libraries, and product documentation updates ProLibro: TSRs also have access to ProLibro, a unique Xerox global knowledge sharing database that gives TSRs real-time access to problem resolutions and answers to their questions. This proprietary database is constantly updated through validation by recognized subject-matter experts. Product Design Engineers (PDEs): PDEs are the engineers who designed the products our TSRs are repairing and can advise TSRs on the design and more technical elements of each device. Remote Support Engineers (RSEs): RSEs provide second-level support to our TSRs. RSEs are available via the phone for all products. They have access to design engineering and can offer more product-focused support. Product Technical Specialists (PTSs): If TSRs need higher-level support, PTSs can provide phone and onsite support. These resources provide first-level field support for TSRs to resolve more difficult hardware issues. PTSs are part of Xerox's proven problem escalation process. Workgroups: Technical Service Representatives (TSRs) are structured into workgroups to support our customers and each other better. The workgroup structure provides a variety of "backups" for TSRs to ensure they can meet response time requirements, provide parts support, reach equipment problem resolution, or provide other needed assistance.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Xerox has provided copiers, printers and Managed Print Services related offerings to the Federal and State & Local government since we brought these innovations to market. Realizing the unique requirements of working with the government, Xerox has a dedicated Public Sector practice which tailors our offerings and go-to-market to the unique needs of the Government, Healthcare and Educational institutions we serve. This is not only in our sales organizations, but in our product and service offerings teams (lead by a dedicated Public Sector offering manager.) Our dedicated public sector practice incorporates contracting, pricing, operational and compliance oversight supported by regional Public Sector General Managers. Our General Managers have oversight to all sales channels. While our Direct sales teams have matured in this space for decades, over the past several years, Xerox has invested in tools, resources, and oversight for enablement for our subsidiaries and indirect partners to grow to be equally as successful in the Public Sector / Government, Healthcare and Education marketplaces. This significantly expands Xerox's reach into less densely populated states agencies and municipal governments, whereas Xerox otherwise does not otherwise offer direct sales coverage. This broadens our scale and reach to the Public Sector marketplace overall. We continue to focus continuing to grow our technology sales with our partners, but further enabling Xerox Software/Service offerings for sales through our channel partners. If selected and awarded as a result of this RFP, Sourcewell will have a growing importance with Xerox as a lead growth contract in our highest growth channels.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Xerox is able and willing to provide our Products and Services to Sourcewell participating entities in Canada from coast to coast. Xerox offers complete national coverage across all of Canada and is able to provide products and services in all 13 Provinces and Territories.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas of the United States or Canada that will not be fully serving through the proposed contract. Xerox is intent on providing our products and services across all states in the US and across Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Except where otherwise prohibit by Federal, State or Local procurement statutes, ordinances or policies, Xerox intends to market this contract to current/potential Xerox customers as appropriate and outlined later in our Sourcewell contract marketing plan. This includes all 50 US States, US Territories and Canadian provinces.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions that would impact Xerox's ability to conduct business in Hawaii, Alaska and the US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Xerox will extend terms of the awarded master agreement to 501 (c) (3) nonprofit Sourcewell members.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Xerox go to market strategy is a customer-centric, services-led approach, selling our products and services directly to customers through our direct sales force, Xerox Business Solutions (XBS, a wholly owned subsidiary of Xerox Corporation), Xerox Agent network of small businesses who act as agents of Xerox Corporation, large/national resellers & distributors as well as a network of thousands of independently owned dealers/resellers across the US. We believe when our sales resources and partners have a comprehensive understanding of the power the contract holds; success will inevitably follow. Xerox will initiate an extensive internal marketing effort to provide the Xerox sales force with a complete understanding of the contract vehicle, the value to eligible members, and access to successful strategies that allow them to articulate the advantages of recommending the Sourcewell contract wherever possible. In addition to our sales channels, Xerox has Product and Services Specialists with deep industry knowledge and experience in advanced solutions supporting every territory to ensure we deliver innovation and thought leadership in every account. All enabled sales channels will attend mandatory contract training and will have access to sales support tools, contract documentation, best practice sharing on our Xerox GHE and partner portals.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Xerox.com is one of the most highly ranked websites on the internet, with high frequency of visits for purposes such as supplies, technical support, drivers, etc. Social Media Xerox can amplify to the Sourcewell press release on our social channels – Facebook, Twitter and LinkedIn. We will also continue to publish announcements of 'key wins' and offerings throughout the term of the contract. Social Media / Digital Marketing As Xerox is investing in and growing its SMB Government business, we are featuring ads in places such as Facebook, Instagram, SnapChat, etc. as part of our broader growth efforts in this marketplace.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Xerox operates two national sales and marketing portals—one for Xerox employees and one for partners. Since 2023, each portal includes a Government, Healthcare, and Education (GHE) landing page featuring the latest information on our GHE business dealings. Through these sales portals, Xerox actively promotes the use of our contracts. Additionally, upon the award of a new contract and at each annual kickoff, Xerox educates all sales personnel and partners on the availability and benefits of the Sourcewell contract. Our Public Sector General Managers, who regularly visit sales offices and partner locations, also play a key role in promoting the use of our contracts. In addition, we host sessions with our Regional Channel Managers to continually update them on success stories and the benefits of the Sourcewell contract. Throughout the year, we regularly invite internal sales personnel and partners to Sourcewell events, held both virtually and in person across the country, which have received highly positive feedback. Finally, Xerox participates in trade shows nationwide, where Sourcewell is prominently featured as a key contract.	*

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Xerox Elite eCommerce Solutions enable the online ordering of equipment and supplies for our governmental, educational, and commercial accounts. Offered as a value-added service to Xerox clients, we can create a web ordering portal, e-catalog or PunchOut site specifically for Sourcewell members and will help them through the planning, procurement and deployment process online through 24 / 7 site availability, purchasing level approval workflow and online viewing of contract terms and conditions. With our eCommerce solutions, you can easily: • Procure Xerox equipment and supplies at your contracted prices. • Select custom-built products or choose from commonly ordered / standard configurations. • Lower procurement costs through automation and reduction in order cycle time. • Control spend and ensure contract adherence. • Maintain order accuracy and standardization across your organization. • Establish a My Favorites list for consistency of regularly ordered items. • Create role-based user accounts and multiple levels of order workflow approval. • Track order status. • Access and manage your account information quickly and easily. • Reduce environmental impact by eliminating paper forms and using a digital procure to pay process. The final e-Commerce solution will be determined and customized upon contract award, from the following options: Xerox Customer Web Ordering Portal - A private extranet site with a comprehensive catalog of products at negotiated prices, collaboration tools and account management capabilities. Trading Hub: e-Catalog - A portfolio of all available products and supplies at your negotiated prices, posted on your intranet. Trading Hub: Punch-Out Round Trip - A private extranet connected to your eProcurement system (SAP Ariba, Jaggaer, Coupa, etc.) via punch-out link. Authorized users add PO line items to a shopping cart that is sent directly to your ERP for approval. Order history reports are available for all transactions that process through our custom B2B storefronts and can be exported to either Excel or .csv file formats for filtering and analysis. Key data fields captured include order number, creation date, buyer name and address, ship to and bill to address, cost center department name, payment method, product name and description, order total and currency. If a PunchOut solution is chosen, you will be able to access the order history from your ERP system. Xerox Elite eCommerce solutions can typically be launched within 30 days of documented customer request. Online catalog content is coordinated between Sourcewell and the Xerox team. Maintenance updates will be provided to the dedicated Xerox Elite eCommerce team and posted to the Sourcewell catalog within an agreed SLA. Process not applicable for Canada.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	On-line Customer Training With the change in workplace due to COVID-19, agencies have requested, and Xerox is utilizing our investment On-line End User Training as default. Thankfully, this is an area Xerox has invested significantly in recent years as our customers have been trending towards a strong preference for on-demand on-line training. Xerox offers flexibility to engage in training when and where it is convenient for the user. These are not just investments in collaterals, our investment includes videos as well as interactive 'weblets' such as fully simulated print drivers and even the devices themselves to give the customer a truly 'virtual' interactive experience that is far differentiated that what is standard in the marketplace. Internet training sessions are available 24/7 through www.xerox.com and will provide our customers with the ability to initiate training when and where they require, using office PC platforms as well as other industry standard devices such as iPads, Smartphones, and other mobile devices. Once your equipment is delivered, you will receive easy instructions, allowing you to access the online training. This is also significantly important for agencies that have 24/7 shift workers such as Law Enforcement, Corrections, Healthcare facilities, water/sewer plants, etc. Webinar Customer Training As value-add, additional cost options, our customers who enjoy technology-based training, but also prefer training to be instructor-led, Xerox offers the best of both worlds. Virtual classroom training can be provided via Webinar. Participants can remain at their desks and participate with up to 20 other students in a classroom-style training session. Students will have the ability to ask questions and interact live with the instructor. Students who choose Webinar training will receive a training invitation which will include a link and phone number for participation in the training session. Participants will require access to the internet and a telephone in order to participate in Webinar training. On-Site Customer Training Where required, our professional instructors are dedicated to teaching your employees how to maximize your Xerox solution. Training programs will be designed specifically to focus on the requirements of your people, and how they can become more productive through enhanced skills and more effective work processes. For example, our training sessions will address: Training Aids Xerox makes available easy-to-use, clear, and comprehensive documentation for all of our products. Xerox Office products are delivered with user documentation attached. The Getting Started Guide provides basic information to become familiar with the features of your new Xerox Office product, including copy, print, fax, and scan. The User Guide features detailed descriptions of the all the capabilities of the basic functions. The System Administrator Guide is available to customer personnel who need to install, set up, and manage printers and other services on the network. Xerox has made it easy for your employees to quickly become proficient on our products, boosting productivity and profit among all end users. All of these materials are also easy to access at Training and Consulting Services for You and Your Xerox Printer - At Your Service. In the US and Canada, customers can also have access to the Live Streaming Demo & Brochure.	*

42	Describe any technological advances that your proposed Solutions offer.	Technology Differentiators Xerox has long been regarded as a leader in document technology, some of our latest technological advanced include: • Single Controller Platform – One controller to Test, Certify and Configure saves IT Time and Resources for both deployment and troubleshooting. • Single Print Driver – The Xerox Global Print Driver can be deployed for all Office Device including non-Xerox devices. • Learn Once, Use Any – ConnectKey platform allows for a single user-interface for all Office devices – from desktop Multi-Function Devices to standalone, color and black-and-white. Your end-users benefit because once they are familiar with one device, they will know how to use any in the environment. This is particularly important for multi-shift and mobile work environments such as detectives, correction officers and healthcare workers. • Remote User Interface – Customer's internal helpdesk can see the actual device User Interface remotely in real-time as well as push/toggle buttons to assist in troubleshooting and/or End-User Training. • Embedded Trellix Security – Xerox and Trellix have partnered to provide an embedded level of security directly into the device for information assurance. • Cisco Infrastructure Integration – Cisco® TrustSec Identity Services Engine (ISE) integration provides comprehensive visibility of all of these MFPs' endpoints to enforce IT-centric security policies and compliance. • Connectivity – The ConnectKey platform has robust connectivity abilities, including connectivity to many enterprise and office applications whether hosted locally or on the cloud. Additionally, ConnectKey directly connects to the Xerox Managed Print Services Platform for enhanced troubleshooting and monitoring. • Encryption – Full device encryption for all data-in-use, data-in-motion, and data-at-rest for all Common Criteria Certified devices for protect constitution, healthcare-related or criminal investigative data. Partnerships to Extend our Value Proposition Trellix Consistent with our continued emphasis on security, Xerox has partnered with Trellix to stay in front of the increasing threats to embedded systems. Together, we've built in the self-monitoring and self-protection each individual unit needs to guard against malicious attacks. In addition, the Trellix Agent running in the device is able to communicate directly with the central security management console to allow printers and MFPs to be managed in just the same way customers manage their desktops. Cisco Xerox has joined forces with Cisco to enhance our MFP hardware and software security as a system to stay ahead of new threats and respond to them more rapidly. We have long placed security as a top priority in the development of our products, and we think it makes good security sense to extend our security protection to the network with Cisco. The Xerox/Cisco partnership addresses security challenges by leveraging the Cisco TrustSec solution, which helps identify, monitor, and manage devices from a central location and protects the data paths to and from them. Security is further enhanced via real-time views and control over all users and devices on a network. Syncing with Common Government Systems & the Cloud ConnectKey® technology allows for automatic document conversion to a searchable PDF, Word, or Excel file, creating digitized files that, with a single touch (i.e., no middleware required), can be routed via the Cloud to repositories such as Microsoft 365, SharePoint Online, Google Drive, DropBox, Evernote, PaperPort Anywhere, and Salesforce.com. Apps Xerox App Gallery allows for apps to load directly on the ConnectKey® controller for work to get done in a variety of ways. The Xerox App Gallery is pre-loaded directly on the user interface to give users easy access to a variety of apps from Xerox and partners. These include: • The Xerox Easy Translation Service App: A first-of-its-kind service that can capture text from a scanned document and translate it to over 40 languages – this is a huge benefit for customer service areas or for situations of disaster relief. • The @PrintByXerox App: A mobile cloud printing solution that allows employees and visitors to securely print from any mobile or network connected device to an MFD by way of a single email address without IT support. • The QR Code App: Lets users connect and pair to a ConnectKey® -enabled MFD with a simple scan of a QR code from their phone or tablet to effortlessly print and scan documents. • The Mobile Link App: Now available on iOS and Android, this app lets users create one-touch, automated workflows on their mobile devices to remotely control a Xerox MFD and transmit documents to fax, email and cloud hosted services like Box, Dropbox, and Google Drive.	*

43	Provide two (2) examples of how your devices support seamless workflows with cloud-based document management systems.	Using simple cloud connectors, you can easily scan to and print via your current hosted cloud storage solution, directly from your multifunction printer. You can also securely route critical documents to anyone on your network who needs them. Organizations and workers are leveraging the convenience of cloud storage services. The Xerox Connect for Microsoft® 365 app makes it safe and intuitive to digitize documents. With this app and your ConnectKey® enabled device, easily print from or scan to an individual or shared Microsoft® 365 account. Xerox Connect for Microsoft® 365 can: • Use your company's Exchange credentials at login. • Navigate your folder structure and then easily scan your hardcopy document. • Quickly print one or multiple documents. • Connect into Microsoft® SharePoint. • Scan to and print from the "followed sites" you frequently visit. Xerox Scanning App for Hyland OnBase (Scanning App for OnBase) is a Xerox Gallery App that integrates with Hyland OnBase and provides users the ability to scan and upload documents to their Hyland OnBase scan queue of choice. Scanning App for OnBase can be configured to work with your custom Hyland OnBase application server URL allowing any of your users to sign is and access their scan queues. Search makes it easy to find queues and Xerox SSO can be configured for a quick and efficient sign-in process.	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	1. With "Design for Sustainability" criteria for each phase of the corporation's product design and delivery process, design teams must respond to each step before it can pass to the next phase. By following this process. This criterion covers environmental, social (e.g. safety, security) and economic criteria. Certifying agencies include EPA EnergyStar, Electronic Products Environmental Assessment Tool (EPEAT) and Blue Angel. a) Xerox has earned ENERGY STAR® status for all new products in 2019. This was all while meeting the most recent revision of the ENERGY STAR Imaging Equipment 3.0 criteria, which went into effect on October 11, 2019. Many existing products also were re-engineered to be more energy-efficient to meet the 3.0 criteria. As such, we cut the power consumption of our laser-based printing products, adjusted in the fuser design, changed properties in our toner, and developed more efficient electronic controls and performance of the xerographic system. b) Xerox devices have also EPEAT and Blue Angel, which demonstrate our ongoing commitment to reduce product energy consumption. While the standard is challenging to meet, our goal is to make sure 100% of our newly eligible products earn this label. EPEAT is composed of criteria spanning corporate and product requirements. EPEAT registration is a rigorous process, entailing both a third-party desk review for initial certification and, once certified, random product verification audits. EPEAT product criteria combine comprehensive requirements for design, production, energy use and recycling, with ongoing independent verification of manufacturer claims. EPEAT criteria reflect several categories of environmental attributes that span the life cycle of electronic products: material selection, design for end-of-life, product longevity/life extension, energy conservation, end-of-life management, corporate performance, packaging, consumables, and indoor air quality. Xerox continues to support EPEAT initiatives, future success and global expansion. Xerox registers products in Canada, the U.K., France, Germany, Netherlands, Belgium, Luxembourg, Switzerland, Norway, Sweden, Finland, and Denmark. We are the only company with registered EPEAT multifunction devices and printers in Europe. Since 2014, we have committed to launching all new eligible office products with EPEAT Silver or Gold certification. All new Xerox® VersaLink®, Xerox® AltaLink® and PrimeLink® Products are EPEAT Gold certified, with a few country-specific exceptions. Xerox is the only company to claim all eight EPEAT corporate optional criteria in the U.S. Learn more about the EPEAT program and view current Xerox eco-label registered products here. 2. Xerox integrates life cycle thinking into our product and service development and innovation activities. Life Cycle Assessments (LCAs) are a means of technically evaluating the environmental and health impact of a product's materials, manufacturing, distribution, use, and end-of-life. We conduct full LCAs according to the appropriate ISO standards to determine where in the product life cycle the largest environmental impacts arise, and to compare products with a significant difference in technology. This initiative is essential for achieving EPA EnergyStar, Electronic Products Environmental Assessment Tool (EPEAT) and Blue Angel referenced in 1a and b above. 3. Xerox has a goal to be carbon neutral no later than 2040 across its workplaces, supply chain, products and solutions. Our interim goal is 60% carbon reduction by 2030 from a 2016 baseline. This goal is a science-based goal, and we expect to receive formal approval by the Science based Target Initiative first quarter 2021. We will achieve these goals through product innovation, energy efficiency projects and investing in renewable energy. We recognize that our clients have these climate goals so by reaching carbon neutral, we help our clients achieve their goals. 4. Packaging and distribution are integral considerations in our product commercialization process. We strive to eliminate, reduce, reuse, and recycle packaging whenever feasible. Product teams actively seek out more environmentally responsible packaging alternatives. We also require packaging suppliers to comply with bans and restrictions for a variety of chemicals. We document our expectations in our Environment, Health, and Safety Requirements for Packaging Standard—EHS-710 and our General Packaging Standard—88P311. Our commercial equipment is designed and tested to be shipped with minimal packaging. Eliminating or reducing packaging, where feasible, conserves natural resources and decreases fuel use for distribution—a sustainability win-win for business and the environment. This initiative is essential for achieving EPA EnergyStar, Electronic Products	*

		Environmental Assessment Tool (EPEAT) and Blue Angel referenced in 1a and b above. 5. The company's five innovation areas—3D Printing and Digital Manufacturing, Artificial Intelligence (AI) Workflow Assistants, Internet of Things (IoT) Sensors and Services, Digital Packaging and Print, and Clean Technology—have the potential to reduce the world's carbon footprint, among other benefits. 6. Circular Economy effort continues. Starting more than 20 years ago with the 5090-product family, Xerox has kept toner cartridges out of landfills thanks to our remanufacturing process, which recovers toner cartridges and waste toner for reuse. In 2019, Xerox received the Non-Product Award from the U.S. EPA's Sustainable Materials Management Program for Xerox's cartridge return program's significant positive sustainability impact. 7. Xerox was the first and remains the only company in our industry to have concluded two comprehensive investigations that lasted more than three decades on the health risks of inhaling xerographic toner. These studies included assessments of the health of current employees and the causes of death for people who worked for the company between 1960 and 1982. 61 The analysis demonstrated that the health and mortality patterns of Xerox employees were consistent with a healthy working population, and, in fact, our employees had a lower rate of disease than the general population. In October 2010, the mortality study was published in the peer-reviewed Journal of Occupational and Environmental Medicine. We have made a long-term commitment to eliminate the use of persistent bio accumulative and toxic materials throughout our supply chain by applying strict internal standards and tightly managing chemicals. Our supplier requirements are periodically updated as regulations change, and new information becomes available. All new product designs refer to these requirements, and suppliers are expected to verify their compliance with them. 8. Through our partnership with PrintReleaf. Xerox customers have the opportunity to contribute to the reforestation of global forests and reduce their overall sustainability footprint. Based on a theme of "You print one, we'll plant one," paper usage reporting is used to equate the number of trees that are reforested into geographic areas of need. A link to our annual Corporate Social Responsibility (CSR) Report can be found on Xerox.com at https://www.xerox.com/en-us/about/corporate-social-responsibility.	
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation (e.g. life-cycle management, energy consumption, and end-of-life disposal options), or other green/sustainability factors.	Eco-label and Product Registry Programs Many Xerox products meet or exceed the requirements of the world's most widely-recognized certifications for product environmental performance — ENERGY STAR, EPEAT and Germany's Blue Angel. Xerox's eco label products provide environmental benefits without compromising performance, quality or reliability. And the energy- and paper-saving features of these machines bring value, efficiency and flexibility to your work environment. EPEAT® environmental rating registry for electronic products EPEAT® is a comprehensive environmental assessment tool for electronic products. The rating system identifies electronic equipment meeting sustainability impact areas across their life cycle, from raw materials through end of life. Xerox sells EPEAT products in thirteen countries. To view the products and their rating (Bronze, Silver, or Gold) in your country please visit: www.epeat.net. ENERGY STAR® Program The ENERGY STAR program was initiated in 1993 by the U.S. Environmental Protection Agency (EPA), with Xerox as a Charter Partner. The EPA developed a testing methodology to certify products with specific energy-saving attributes. On a regular cadence, the ENERGY STAR program introduces progressively more stringent requirements. The current requirements for Imaging Equipment is Version 3.2, which Xerox and other industry members contributed to developing with the EPA. While the current standard is challenging to meet, our goal remains to have 100 percent of in-scope product introductions achieve this label. These energy requirements serve as the foundation for other eco-labels, such as EPEAT and Blue Angel, and show our on-going commitment to reduce product energy consumption. For more information visit www.energystar.gov. Blue Angel Certification Based in Germany, Blue Angel was the first environmental-related label for products and services in the world. Since 1978 it has promoted ecological awareness and guided consumers to the most ecologically sound products. On a regular cadence, RAL (Governing Body for Blue Angel Certification) introduces progressively more stringent requirements with the most recent revision being DE-UZ-219. Devices must meet stringent requirements for chemical emissions, materials selection, recyclable design, and energy consumption to achieve Blue Angel Certification. FSC and PEFC Certification As part of its long-standing commitment to preserve biodiversity through responsible forest management and to provide customers with 'greener' paper choices, Xerox earned 'chain of custody' certification from both the Forest Stewardship Council (FSC) and the Program for the Endorsement of Forest Certification (PEFC). 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. Xerox's FSC certification was awarded by the Rainforest Alliance, an international non-profit conservation organization that is the world's leading FSC certifier of forestlands. FSC certification ensures responsible use of forest resources and is the Global Benchmark for Responsible Forest Management. PEFC certification was awarded by certifiers NEPCon and BMG Trada Certifying. For additional information please refer Efficient Use of Paper at Xerox.	*
46	What unique attributes does your company, your products, or your	Xerox has a rich heritage of innovation, which continues to be a strength of the company as well as a competitive differentiator. As we invest in our core market technologies, we also	

	services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	aim to create value for our customers, where we have differentiated capabilities. A few of our significant advantages are: Xerox is a full-service provider. We offer a “one-stop” solution, encompassing all hardware, software, and services for both on and off-site support. Dealing with one provider streamlines and drives efficiencies in the procurement process for public sector entities. Innovation is the foundation of our corporate culture. Xerox was founded on and continues to thrive on, developing innovating products and solutions to help our customers succeed. Our commitment to focused investment on research and development drives innovation and customer value. Xerox ConnectKey Technology Award –winning new Xerox Multifunction Devices (MFD’s) are true multi-tasking technology that allows your members to work smarter, not harder. We leverage our workflow capabilities with the Software to provide our customers with new comprehensive and better ways to improve our document related processes and applications, enabling staff and students to work digitally, more productively, with less pater and fewer costs. Our latest ConnectKey technology helps you to collaborative, communicate, connect, and work from anywhere. A simple end user experience, benchmark security, cloud connectivity, built in tools for managed print services and customized apps enable staff to work smarter and easier. We lead the way in Managed Print Services Quocirca, IDC and InfoTrends recently issued reports that place Xerox in the top tier of Managed Print Services (MPS) vendors worldwide. Xerox has national (global) customer service presence. Customers can rely on Xerox’s global infrastructure of service coverage to support customer’s national (worldwide) operations. Xerox is a leader in Sustainability At Xerox, sustainability is our way of doing business. We have aligned our goals for the environment and health and safety. We strive to maintain the highest standards to preserve our environment and protect and enhance the health and safety of our employees and communities. Xerox is committed to excellence in after-sales support and services: Worry-free Investment All leased equipment proposed, in our solution to Sourcewell, will be covered under a Xerox Full-Service Maintenance Agreement (FSMA) for the initial full term of the lease. FSMA offers a worry-free investment with Xerox, as any device that Xerox cannot maintain in good working order (and thus is deemed defective by Xerox) will be replaced with a like model of similar features and functionality. This applies to all leased equipment that has been continuously maintained under a Xerox Agreement with FSMA. FSMA is also offered for customer-owned purchased Xerox-brand equipment guaranteeing the same like-for-like replacement during the initial term of the FSMA. Xerox highly recommends annual purchase of the FSMA for all Xerox brand customer-owned equipment. Customer Relations / Customer Advocacy Group On rare occasion, in the event a customer does not receive a response in a timely manner or cannot navigate how and where to go to resolve a problem or receives a response they don’t believe aligns with the spirit and intent of their Xerox relationship, the customer may contact the Xerox Customer Relations Group at customer.relations@xerox.com. Upon submission, the case will be reviewed by a Customer Advocate and a case opened. Sometimes the problem is complex, or sometimes it is small, and they just couldn’t find the right place to go. We understand there is nothing more frustrating than not getting help when it is truly needed, and this group was developed to ensure no customer large or small voice or problem isn’t heard. Note: This group is intended for customer service resolution --- not as a substitute for contacting technical service and/or local account teams, etc. Remote Diagnostics Another differentiator of Xerox Service is utilizing our evolution and improvements in Remote Diagnostics capabilities utilizing Xerox proprietary technologies such as Device Direct communication to securely transmit critical service data such as equipment configuration details, firmware versions, fault history, service items approaching replacement intervals, image quality status, and diagnostic information to customer support personnel and technicians. This capability greatly enhances the troubleshooting and repair process resulting in reduced downtime. However, keep in mind that this aspect of Xerox Remote Print Services (XRPS) does not provide proactive service, it simply enhances our remote solve capabilities and makes our traditional break fix service offerings more efficient. Xerox devices can achieve connectivity within XRPS in two ways: via Device Direct and via a discovery agent. Device Direct establishes a direct connection between each device and the Xerox Communication Servers. When configured, Device Direct supports both automated meter reading and automatic supplies replenishment. Device Direct can also send advanced device diagnostic information directly to Xerox to enable remote diagnostics capabilities. Because Device Direct is built-into	*

		the print devices, it is not operating system dependent and will work with Apple or Unix-only client environments. Xerox Tools Xerox Tools enables remote, batch configuration management across multiple devices. Ongoing Configuration and Troubleshooting - When Xerox Tools detects a problem, remote troubleshooting capabilities allow you to access networked devices from any web browser to determine whether a repair technician is needed. From a remote site, you can perform vital tasks, including viewing local user interface messages, rebooting devices, performing ping tests, validating, and updating network configuration, and observing current levels of consumables.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Xerox does not have any of these classifications: Small Business, Female Owned Business, Minority Business. However, Xerox has received numerous awards for our engagements and performance with MWDVBE enterprises. Xerox will provide additional information regarding our work with these organizations upon request.	*
48		Minority Business Enterprise (MBE)	○ Yes ◉ No	Xerox does not have any of these classifications: Small Business, Female Owned Business, Minority Business. However, Xerox has received numerous awards for our engagements and performance with MWDVBE enterprises. Xerox will provide additional information regarding our work with these organizations upon request.	*
49		Women Business Enterprise (WBE)	○ Yes ◉ No	Xerox does not have any of these classifications: Small Business, Female Owned Business, Minority Business. However, Xerox has received numerous awards for our engagements and performance with MWDVBE enterprises. Xerox will provide additional information regarding our work with these organizations upon request.	*
50		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Xerox does not have any of these classifications: Small Business, Female Owned Business, Minority Business. However, Xerox has received numerous awards for our engagements and performance with MWDVBE enterprises. Xerox will provide additional information regarding our work with these organizations upon request.	*
51		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Xerox does not have any of these classifications: Small Business, Female Owned Business, Minority Business. However, Xerox has received numerous awards for our engagements and performance with MWDVBE enterprises. Xerox will provide additional information regarding our work with these organizations upon request.	*
52		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Xerox does not have any of these classifications: Small Business, Female Owned Business, Minority Business. However, Xerox has received numerous awards for our engagements and performance with MWDVBE enterprises. Xerox will provide additional information regarding our work with these organizations upon request.	*
53		Small Business Enterprise (SBE)	○ Yes ◉ No	Xerox does not have any of these classifications: Small Business, Female Owned Business, Minority Business. However, Xerox has received numerous awards for our engagements and performance with MWDVBE enterprises. Xerox will provide additional information regarding our work with these organizations upon request.	*
54		Small Disadvantaged Business (SDB)	○ Yes ◉ No	Xerox does not have any of these classifications: Small Business, Female Owned Business, Minority Business. However, Xerox has received numerous awards for our engagements and performance with MWDVBE enterprises. Xerox will provide additional information regarding our work with these organizations upon request.	*
55		Women-Owned Small Business (WOSB)	○ Yes ◉ No	Xerox does not have any of these classifications: Small Business, Female Owned Business, Minority Business. However, Xerox has received numerous awards for our engagements and performance with MWDVBE enterprises. Xerox will provide additional information regarding our work with these organizations upon request.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	Xerox offers Customer's payments of all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account within 30 days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. Xerox partners range from small, locally based businesses to national resellers and have varying capability with respect to payment terms. Additionally, in many municipalities there are varying prompt payment statutes, executive orders, etc. as it relates to small business. Unless otherwise agreed to by the end user and the Xerox partner, the above terms will apply to partner transactions as well. Payment Methods Xerox standard invoice payment methods include electronic funds transfer (EFT), direct debit (ACH) or check payment. Xerox does not accept credit cards or procurement cards (P Card) as a form of payment in the US and Canada.	*
57	Describe any leasing or financing options available for use by participating entities. Describe how these options account for upgrading to newer models to mitigate the risk of equipment obsolescence.	Xerox provides many types of financing options, including but not limited to fair market value leases, installment purchase plans and flexible rentals. Xerox will identify with the end-user customers a financing option most beneficial to their budgetary needs and requirements as well as compliant with State and Local statutes and ordinances. A sample of Xerox standard lease terms are included in this response. Flexible leasing options, like contract extension and refinancing capabilities provide ease for the end user to make changes and their needs require. End users also have the flexibility to add features and capabilities into their lease by amortizing those costs into the existing payment. Xerox partners may also provide a variety of finance options through Xerox Financial Services, LLC or a variety of financing companies to offer the end-user customer the best available options to meet their requirements.	*
58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Please see Xerox Additional Terms attached to our proposal which includes Articles One through Nine covering United States Transactions and Articles Ten through Fifteen covering transactions in Canada.	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Xerox does not accept credit cards or P-card as form of payment.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to Xerox US and Canada Equipment Purchase Price Exhibit.	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing within our response provided to all Sourcewell eligible customers is presented as a % Discount off list and will vary based on product or services offering. Xerox will continually update this list as new products and offerings are provided.	*
62	Describe any quantity or volume discounts or rebate programs that you offer.	Xerox has submitted significantly discounted pricing allowing Sourcewell eligible customers to pick from a menu of products and services to customize a solution based on their specific needs. Products and services may receive further discounts based on Bulk Buy Orders or special time-specific promotions. Any discounts, whether temporary or permanent, will only be applied to future orders. Discounts may not be applied retroactively.	*
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Due to Sourcewell's master terms and conditions, Not Specifically Priced (NSP) products will be offered as open market procurements subject to the applicable terms and conditions., negotiated at the end user level.	*

64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Other than non-standard delivery charges there are no additional shipping/delivery charges. Customer Training and Analyst Services are optional, and pricing is provided based on the end user needs. Training and analyst services are subject to the hourly rates prices, and terms and conditions in the applicable then-current Professional Support Services price list.	*
65	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	The Xerox brand is known worldwide for delivering industry- leading document technology, services and solutions. Counterfeit parts and supplies misrepresent the quality of our products and pose a serious threat to our reputation. Read our Anti-Counterfeiting Statement. Xerox has rigorous processes to identify and eliminate counterfeit supplies and components from our supply chain. Through these processes we: • Microchip customer-replaceable unit module (CRUM) protect genuine Xerox® Supplies for use with Xerox® Products. • Source from trusted established suppliers and their authorized distributors who have been through our comprehensive vetting system. • Seek warranties guaranteeing authenticity and quality. • Require that suppliers seek approval from our Global Procurement and Engineering groups if they want to substitute a different item from what was originally agreed upon. • Built security controls into our supply chain to help ensure the uninterrupted flow of products from the point of manufacture to the client. • Monitor 100% of our direct and critical indirect suppliers to ensure compliance with global anti-bribery laws and regulations, including but not limited to, the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act • Are certified participants of the U.S. Customs and Border Protection Customs -Trade Partnership Against Terrorism (C-TPAT) and the E.U. Authorized Economic Operator (AEO) program in the Netherlands and Ireland. As part of these memberships, we've adopted specific criteria for our Supplier Security Requirements and internal security policies and standards. • Have an ongoing assessment program to monitor compliance of high-risk suppliers as well as internal locations. • Belong to the Transported Asset Protection Association (TAPA)	*
66	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of a Sourcewell Member's equipment order. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up ending or dissembling Equipment to move through tight doorways or through narrow halls. Third party equipment procured as a not specifically priced item is subject to freight charges.	*
67	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For the majority of the Canadian marketplace that is classified as urban or rural, shipping and delivery charges are included in the Sourcewell agreed price. No extra charges are required for freight, shipping, or delivery. In some of the extremely remote locations in Canada where standard shipping methods are not available and product may need to be flown or airlifted to the final location, then additional shipping charges of $500.00 per unit will be required and must be added to the amount of the unit prior to contract execution (as is standard practice in these extremely remote areas).	*
68	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique distribution methods. If expedited delivery of product is known in advance of order signature there are a number of options. 1. The product can be shipped to Logistics in what is known as Pre-staging and be available for delivery promptly after signature. 2. Product can be sourced locally from existing non-expedited orders and assigned to the order requiring expedited delivery. 3. Demonstration units from local showrooms or sales offices may be available as an interim solution. Short-term rental of similar or substitute product can be arranged if the required product cannot be expedited through pre-staging, local sourcing, or if demonstration units are not available.	*

69	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All orders and P.O.'s under the Sourcewell contract will be processed through the Xerox centralized pricing and contracting system. Upon award, we will establish a unique internal contract number that will drive the Sourcewell negotiated terms and pricing for Xerox direct orders. Document Technology Partners (DTP) will use a unique identifier (SME) to align orders to the Sourcewell terms and pricing. Orders placed within Xerox internal systems will reference the internal contract number. As a result, there can be no deviation from compliance and we will provide reporting and a remittance fee based on all of the data driven under that contract number. The Contract Number is utilized to pull all products and subsequently the charges billed each quarter. Quarterly charges are tracked on a control document and examined for consistency. Any variations in the baseline are examined and resolved prior to issuing report and payment. For US DTP orders for Sourcewell members will reference the unique identifier (SME): as a result, there can be no deviation from compliance and we will provide reporting and a remittance fee based on all of the data driven under that unique identifier (SME). The unique identifier (SME) is utilized by Compliance to track and control orders placed by DTP's. Discrepancies discovered are reported to the DTPs and resolved in the subsequent report and payment. • Each administrative fee process and reporting are audited at least annually by Xerox internal compliance to identify any potential gaps and propose solutions. • Periodically Xerox Internal Auditors will complete a full audit of the end-to-end processes to ensure proper accounting practices are in place. • All administrative fees will be remitted to an address or via wire transfer to be indicated in the master agreement by Sourcewell. Sourcewell is responsible for notifying Xerox of any changes to the remittance requirements.	*
70	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Xerox tracks and measures the success of our contracts using a number of internal metrics including but not limited to: • Year over Year growth of quarterly and Year-to-date member sales volume. • Participation rate by State. • Participation rate by Sales Channel/Partner. • Customer utilization by market segment (e.g. city, county, Higher Education and K-12). Analyzing these metrics enables Xerox to share successes and best practices within our sales channels and allows us to identify growth opportunities where we have gaps in performance. Xerox is also focused on measuring our customer's satisfactions and loyalty. For this reason, we consistently and proactively elicit customer feedback using a combination of relationship and event-bases survey programs. We conduct four relationship surveys per year with the goal of obtaining a response form the key decision makers in every agency. We utilize a closed-loop management process to review survey results and establish action plans based on those results to ensure positive experiences and interactions with customers. We have also expanded our standard proactive customer satisfaction system to include a unique customer polling system called SentinelTM. We designed the Sentinel system to facilitate gathering end-user feedback on a regular basis to listen to all employees across a customer's enterprise.	*
71	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Xerox will pay an administrative fee, which will be a flat fee based on 2% of the sale price of the Equipment, on a quarterly basis for Xerox Orders. The reporting will be created to support the Administrative Fee payment. We are capable of generating reporting containing any one of the below fields: • Customer Name (e.g., City of Staples Highway Department). • Customer Physical Street Address. • Customer City. • Customer State/Province. • Customer Zip Code. • Customer Contact Name. • Customer Contact Telephone Number. • Sourcewell Assigned Entity/Participating Entity Number. • Item Purchased Description. • Item Purchased Price. • Sourcewell Administrative Fee Applied. • Date Purchase was invoiced/sale was recognized as revenue by Vendor.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
72	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. Please refer to Xerox US and Canada Equipment Purchase Price Exhibit.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
73	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Xerox intends to establish and provide a contract to Sourcewell members for three primary offering areas: Workplace Solutions, Productions Solutions and Managed Print Services. Workplace Solutions is made up of two strategic product groups, Entry and Mid-Range, much of which share common solutions, apps and ConnectKey® software. Entry primarily comprises A4 desktop monochrome and color printers and multifunction printers (MFPs) ranging from small personal devices to office workgroup devices. We offer our ConnectKey® system of digital workflow and applications across a large portion of these devices. Mid-Range are primarily A3 devices that have more features and can handle higher print volumes and larger paper sizes than entry devices. We are a leader in this area of the market and offer a wide range of MFPs, digital printing presses and light production devices, as well as solutions that deliver flexibility and advanced features. Production Solutions (High-End) are designed for customers in the graphic communications, in-plant and production print environments with high-volume printing requirements. Our broad portfolio of presses and solutions provides black-and white and full-color, on-demand printing of a wide range of applications. Our xerographic and ink jet presses provide high-speed, high-volume cut-sheet printing, ideal for publishing, and transactional printing, including variable data for personalized content and one-to-one marketing, to the highest quality of color and embellishment requirements. Our cut-sheet inkjet press enables new applications in true high-definition resolution with high fusion ink, AI Powered image quality and advanced productivity technologies. Our portfolio spans a variety of print speeds, image quality, feeding, finishing and media options. FreeFlow® is a portfolio of software offerings that brings intelligent workflow automation and integration to the processing of high-end print jobs, from file preparation to final production, helping customers of all sizes address a wide range of business opportunities including automation, personalization, and even electronic publishing. Managed Print Solutions (MPS) utilizes our portfolio of security, analytics, cloud, digitization, and ConnectKey® technologies to help companies optimize their print infrastructure, secure their print environment, and automate related business processes. We provide the most comprehensive portfolio of MPS services in the industry and are recognized as an industry leader by major analyst firms including IDC and Quocirca. Our MPS offering targets clients ranging from global enterprises to governmental entities and small and mid-sized businesses, including those served via our channel partners. This portfolio includes a suite of services to help clients manage hybrid workforces, including cost effective and secure printing devices along with apps and software tools that enable work from anywhere, cloud server-enabled fleet management, security and automation software and remote customer support. Xerox® Workflow Central extends the document workflow solutions available through our ConnectKey® technologies to all devices, including PCs and smartphones, for easier access to workflow solutions in hybrid workplace environments. For Canada, Xerox intends to establish and provide a contract to Sourcewell members for three primary offering areas: Workplace Solutions, Productions Solutions and basic Managed Print Services. Xerox also offers CCS and CES as an option, Digital Services that leverage our Software capabilities in Workflow Automation, Personalization and Communication Software, Content Management Solutions, and Digitization Services. Pricing is available upon request.	*

74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Office Equipment – printers, copiers, multi-function printers/devices, supplies, maintenance Production Equipment – digital presses, production printers and copiers and workflow software Managed Print Services – fleet management, print management, document management, workflow solutions, software, digital services and workplace assessment and optimization. Software - Xerox Workplace Cloud, Xerox Workplace Suite Xerox Apps Gallery – Xerox Corp offers a number of software applications that work in conjunction with our multi-function devices to enhance the capability and functionality at the end user lever. Because we are constantly adding new applications, they are best to be found online at the xerox.com App Gallery. For Canada, the Managed Print Services offered is the basic option and some of the product's offering are different then in the US.
75	Describe how your copiers, printers, and multi-function devices integrate with popular cloud storage services.	Cloud Connectors Our cloud connector apps make it safe and easy to create highly efficient workflows by connecting your ConnectKey® Technology-enabled devices to your cloud storage app of choice. Scan directly to a cloud folder for easy sharing and collaboration, or print document stored in the cloud with just a few touches directly at the MFP. Xerox® App Gallery https://appgallery.services.xerox.com/ • Connect for Box®: Easily print from or scan to an individual or shared Box account. As more organizations and workers are leveraging the convenience of cloud storage services, this app makes it easier to digitize documents, collaborate and work on the go. • Connect for Dropbox™: Easily print from or scan to an individual or shared Dropbox account. • Connect for Google Drive™: Easily print from or scan to an individual or shared Google Drive™ account. This workflow app makes it easier to digitize documents, collaborate and work on the go. • Connect for Microsoft® 365: Easily print from or scan to an individual or shared Microsoft® 365 account. • Connect for Microsoft® OneDrive: Easily print from or scan to an individual or shared Microsoft® OneDrive account.
76	Describe what security features are integrated into your copiers, printers, and multi-function devices.	Security is a top priority for us, and we know it is for your business, too. That's why every Xerox ConnectKey® Technology-enabled device is armed with our holistic four-point approach to security, ensuring comprehensive, all-encompassing protection for all system components and points of vulnerability. Our solution will meet Sourcewell's security risk and security regulatory compliance and security integration requirements by providing a comprehensive set of capabilities that will prevent malicious attacks, proliferation of malware, and misuse of unauthorized access to the printer. Whether from transmitted data or directly at the MFP, all access points are protected through user authentication and access controls. ConnectKey® Technology-enabled devices are armed with our holistic four-point approach to security, ensuring comprehensive, all-encompassing protection for all system components and points of vulnerability. Prevent — Intrusion Protection A comprehensive set of capabilities prevents malicious attacks, proliferation of malware, and misuse of unauthorized access to the printer. Whether from transmitted data or directly at the MFP, all access points are protected through user authentication and access controls. Detect—Device Detection A comprehensive Firmware Verification test, either at start-up* or when activated by authorized users, provides alerts if any harmful changes to the printer have been detected. Trellix Whitelisting** technology constantly monitors for and automatically prevents any malicious malware from running. Integration with Cisco® Identity Services Engine (ISE) auto-detects Xerox® devices on the network and classifies them as printers for security policy implementation and compliance. By interacting with the market leading Trellix DXL and Cisco® pxGrid platforms, Xerox multifunction printers (MFPs) employ an orchestrated response that neutralizes threats at their source the moment they occur. *VersaLink devices. **AltaLink, VersaLink 7100 Series, EC7800/8000 Series, and iSeries MFPs. Protect—Document & Data Protection Capabilities prevent intentional or unintentional transmission of critical data to unauthorized parties. Documents are not released until the right user is at the device and scanned information is protected from unauthorized users. Xerox also protects stored information, using the highest levels of encryption. Processed or stored data that is no longer required can be deleted using National Institute of Standards and Technology (NIST) and U.S. Department of Defense approved data clearing and sanitization algorithms. External Partnerships ConnectKey Technology provides extra security standards through our partnerships with Trellix* and Cisco®. We measure our performance against international standards with certifications like Common Criteria and FIPS 140-2 to ensure our devices are trusted in even the most secure environments. Supporting Zero Trust Security to Protect Printers and Data Xerox Supports Zero Trust

		In recent years Zero Trust has emerged as a powerful framework to provide secure access to authorized users and devices, while improving the enterprise security posture. Xerox supports our clients' Zero Trust security initiatives with the following recommendations that are backed by several of the security features: • Authenticate and Control Access – Xerox® Printers ship from the factory with secure and unique passwords for the admin account. Role Based Access Controls can be implemented with local usernames, PIN code access, card-based, and CAC/PIV secure authentication. • Monitor and Detect - Xerox® Printers are equipped with digitally signed and encrypted firmware, and with firmware verification, they are designed to protect against attempts to tamper with the system software. Trellix whitelisting/allowlisting monitors for malware in real-time, rejecting and notifying users of malicious activity. • Contain and Remediate - In the event of a potential compromise, contain the threat and provide swift remediation to eliminate it, such as with the use of the Configuration Watchdog (AltaLink) feature. • Protect data and documents - ConnectKey®-enabled printers also let you lock down 'to/cc/bcc' email fields, which limits the scan destinations to designated domains only such as to internal ones. Stored information is protected with the highest levels of encryption, and we delete any processed or stored data that is no longer required using National Institute of Standards and Technology (NIST), and U.S. Department of Defense approved data clearing and sanitization algorithms. • Automate - Automation leads to simplicity and allows security teams to focus on important issues. The Fleet Orchestrator feature of Xerox® Printers automates device configuration and applies firmware updates to a network of printers. This ensures compliance while reducing the burden on IT staff. When utilized in a cohesive security strategy, these recommendations and capabilities represent critical features of a successful Zero Trust security program. In addition to all the security features that come standard on Xerox® ConnectKey®-enabled MFPs, the Xerox platform delivers extended security and encryption software to keep your data confidential, including: Scan Data Encryption Users also now have the option to encrypt PDF files with a password when using the Scan to Email service. • Securing data in an unsecure environment. • Protection outside of firewall. • Using industry standard protocols such as SSL and Secure PDF.	

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Subcategory (e.g., laser, inkjet, high speed, low volume) *	Offered *	Number of Models Proposed *	Device Capabilities (e.g., mobile, desktop, production) *	Comments	
77	Copiers	Multi-function devices through all speed and capability ranges	(•) Yes ( ) No	See Multi-Function Devices	See Multi-Function Devices	All Xerox products for this category as described.	*
78	Printers	Full range of single-function Black and White and Color printers	(•) Yes ( ) No	16+	Printers	All Xerox products for this category as described.	*
79	Scanners	n/a	( ) Yes (•) No	n/a	n/a	Scanners are not part of this offer.	*
80	Multi-Function Devices	Black and White and Color Multi-function devices through all speed and capability ranges	(•) Yes ( ) No	34+	Copying, Scanning, Printing, Production	All Xerox products for this category as described.	*

Table SC: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Subcategory	Offered *	Comments	
81	Hardware, software, and accessories, to the extent that they are complementary and directly related to the devices specified in 76 through 80.		(•) Yes ( ) No	All Xerox products for this category as described.	*
82	Services related to the solutions described in 76 thought 81:		(•) Yes ( ) No	All Xerox products for this category as described.	*
83		Managed Print Services (MPS)	(•) Yes ( ) No	All Xerox products for this category as described.	*
84		Access and/or security controls	(•) Yes ( ) No	All Xerox products for this category as described.	*
8		Networking	(•) Yes ( ) No	All Xerox products for this category as described.	*
86		Installation	(•) Yes ( ) No	All Xerox products for this category as described.	*
87		Monitoring and/or testing	(•) Yes ( ) No	All Xerox products for this category as described.	*
88		Maintenance and/or repair	(•) Yes ( ) No	All Xerox products for this category as described.	*
89		Warranty program	(•) Yes ( ) No	All Xerox products for this category as described.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Xerox Pricing.zip - Wednesday November 20, 2024 12:42:33
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - RFP_112124_Copiers_Printers_MFDs_Master_Agreement RT 11.19.24.docx - Wednesday November 20, 2024 12:42:54
- Upload Additional Document - Additional Terms.zip - Wednesday November 20, 2024 12:43:04

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rachael Jones Turner, Director SLED Cooperative Contracts, Xerox Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Copiers_Printers_MFDs_RFP112124 Wed November 13 2024 04:31 PM	☑	2
Addendum_6_Copiers_Printers_MFDs_RFP112124 Mon November 11 2024 04:01 PM	☑	2
Addendum_5_Copiers_Printers_MFDs_RFP112124 Wed November 6 2024 02:34 PM	☑	1
Addendum_4_Copiers_Printers_MFDs_RPF112124 Fri October 25 2024 07:52 AM	☑	2
Addendum_3_Copiers_Printers_MFDs_RPF112124 Wed October 23 2024 02:19 PM	☑	1
Addendum_2_Copiers_Printers_MFDs_RPF112124 Thu October 17 2024 12:47 PM	☑	3
Addendum_1_Copiers_Printers_MFDs_RPF112124 Wed October 16 2024 08:33 AM	☑	1

EXHIBIT C STANDARD CONDITIONS

CONTRACT CONDITIONS ADDENDUM (Contract Form **A-1**, rev. 05/19/2025)

STANDARD COUNTY CONTRACT CONDITIONS

Kelley Create Co ("**Contractor**") and Lane County "**County**") desire to enter into a contract titled "Managed Print Services" (the "**Contract**"). Contractor and County agree that, with respect to the Contract, the following terms and conditions apply and will take precedence over any conflicting term contained in the Contract. All other terms of the Contract not modified here will remain as stated therein.

1. **INDEPENDENT CONTRACTOR STATUS.** The performance of the Contract is at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor that is not an officer, employee, or agent of the County as those terms are used in ORS 30.265. Contractor is solely liable for any workers' compensation coverage, social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractors.

2. **INSURANCE AND INDEMNIFICATION**
   - **2.1** **Contractor's Required Insurance.** Contractor must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the County and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
   - **2.2** **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
   - **2.3** **Workers' Compensation.** Contractor, its subcontractors, and all employers working under the Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
   - **2.4** **No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under the Contract.
   - **2.5** **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor must indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses, and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under the Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County.
   - **2.6** **Intellectual Property.** If the Work of the Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, this indemnification must extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trademark, or other proprietary right of any third party.

3. **CONTRACTOR'S OBLIGATIONS**
   - **3.1** Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
   - **3.2** Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
   - **3.3** Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
   - **3.4** Contractor agrees that any prepayment issued by Lane County will be returned if this agreement is terminated.
   - **3.5** Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits, or certificates before performing any work.
   - **3.6** Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, will assume responsibility for satisfaction of any lien so filed or prosecuted and must defend against, indemnify and hold the County harmless from any such lien or claim.
   - **3.7** Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract

for the purpose of making audits, examinations, excerpts, copies, and transcripts. Contractor must retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.

3. Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: www.lanecountyor.gov/bids.

3.9 Ownership of Work Product. All work product created by Contractor pursuant to the services provided under this Contract, including derivative works and compilations of work product, whether or not such work product is considered a work made for hire or an employment to invent, is the exclusive property of County. County and Contractor agree that such work product is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason the work product is not "work made for hire," Contractor hereby irrevocably assigns to County any and all of Contractor's rights, title, and interest in all work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon County's reasonable request, Contractor will execute such further documents and instruments necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

3.9.1 Contractor Intellectual Property. In the event that a deliverable provided by Contractor under this Contract is a derivative work based on Contractor's Intellectual Property, or is a compilation that includes Contractor-owned intellectual property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Contractor Intellectual Property employed in any deliverable.

3.9.2 License in Third-Party Intellectual Property. In the event that a deliverable provided by Contractor under this Contract is a derivative work based on third-Party intellectual property, or is a compilation that includes third-party intellectual property, Contractor will secure on County's behalf and in the name of County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the third-party intellectual property employed in the deliverable, and to authorize others to do the same on County's behalf.

3.9.3 No Rights. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by County. Except as expressly set forth in this Contract, nothing in this Contract may be construed as granting to or conferring upon County any right, title, or interest in any contractor-owned intellectual property that is now owned or subsequently owned by Contractor.

3.9.4 Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.

4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

4.1 Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.

4.2 Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.

4.3 Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.

4.4 If Contractor is a nonresident bidder and the Contract price exceeds 10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.

4.5 Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.

4.6 Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.

4.7 Equal Employment Opportunity. During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available

at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.

4. **Oregon False Claims Act.** Contractor acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Contractor pertaining to this Contract that constitutes a "claim" as defined by the Act. By its execution of this Contract, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, may make, or causes to be made that pertains to this Contract or to the Work of the Contract.

4.9 **Compliance with Law.** In connection with its activities under the Contract, Contractor must comply with all applicable federal, state, and local law.

5. MODIFICATION AND TERMINATION

5.1 **Modification.** No modification or amendment to the Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.

5.2 **Termination:**

5.2.1 The parties may jointly agree to terminate this Contract at any time by written agreement.

5.2.2 County may terminate the Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 30 days' advance written notice.

5.2.3 If County reasonably believes that Contractor is in material breach of Contractor's obligations or any representation or warranty contained in the Contract, County may suspend the Work of the Contract at any time without notice. Upon notice to Contractor of such breach, and failure of Contractor to cure such breach within 7 days of receipt of County's notice, County may terminate the Contract.

5.2.4 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of the Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year or determines that termination of the contract is required for the public interest; or (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract; or (3) if County's funding source(s) eliminates, reduces, or freezes any funding the County is relying upon for this Contract, County may terminate the Contract immediately upon notice to Contractor.

5.2.5 County may terminate the Contract immediately and without prior notice upon any of the following:

- If Contractor fails to have in force any insurance required by this Contract; or
- If Contractor breaches the County's security requirements; or
- If Contractor fails to maintain any certificate of license required for performance of the services described herein.

5.2.6 Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date. No claim for loss of profits will be allowed.

5.3 **Remedies and Default.** County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

5.4 **Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by force majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

6.1 **Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under the Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.

6.2 **Choice of Law, Venue, and Jurisdiction.** All matters in dispute between the parties to the Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS, WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES

ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

6.3 Attorney Fees. In the event an action, suit, proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party will be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.

7. MISCELLANEOUS PROVISIONS

7.1 Taxes.

7.1.1 County's Tax-Exempt Status. County is a political subdivision of the State of Oregon and has been granted tax-exempt status by the Internal Revenue Service, affirmed March 26, 2010, reference number 0248464840. County is not obliged to pay or reimburse any costs for taxes upon goods or services furnished under this Contract. Such taxes are included in Contractor's administrative costs for the Contract and any changes thereto.

7.1.2 Contractor's Taxes. Contractor is independently responsible for its obligations for federal, state, and local sales and income taxes, including the Oregon Corporate Activity Tax, and no amount will be chargeable to County for such taxes.

7.2 Public Records. The parties acknowledge that the Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agree that County will have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.

7.3 Mer□er and Construction. The Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements, and understandings. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.

7.4 Waiver. Failure of County to enforce any provision of the Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of the Contract.

7.5 Severability. If any provision of the Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

7.6 Survival. The provisions of the Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees, and, if included in the Contract, attorney fee provisions and limitations will survive termination or completion of the Contract.

7.7 Time is of the Essence. The parties agree that time is of the essence with respect to all provisions of the Contract.

7.□ Non-Assi□nment. Contractor may not assign or transfer its interest in the Contract without prior written approval of County.

7.9 Bindin□ on Successors and Assi□ns. The provisions of the Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

7.1□ No Third-Party Beneficiaries. County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in the Contract.

7.11 Headin□s. The headings and captions in the Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

□. FEDERAL PROVISIONS. The following provisions will apply to all County procurements of Goods or Services when part of carrying out a Federal award:

□.1 Contractor must not be excluded or disqualified from receiving federal funds or performing work on a federally funded project.

□.2 Contractor must certify that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM.

□.3 Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor will require all subcontractors to submit certify to the same.

□.4 Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).

□.5 In the performance of this contract, the Contractor must make maximum use of products containing recovered materials that are EPA-designated items unless the precut cannot be acquired (1) competitively within a timeframe providing for

compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

.6 Prohibition on Contractin for Covered Telecommunications Equipment of Services.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause

(b) *Prohibitions.*

(1) Section 889(b) of the ohn S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor must report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor will describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or service s.

(e) *Subcontracts.* The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

.7 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials

produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Exhibit D

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

☑ **COMMERCIAL GENERAL LIABILITY WITH ADDITIONAL INSURED STATUS** shall include:

Policy must include:	***MINIMUM POLICY LIMITS***
• Commercial General Liability	☑ $2 million per occurrence*/$4 million aggregate*
• Damage to Rented Property ($50,000)	☐ Amount required by funding source $ /$
• Medical Expenses ($5,000)	☐ Other Amount pre-approved by Risk Management: $ occurrence /$ aggregate
• Personal and Advertising (Same as per occurrence)	
• Products/Completed Operations (Same as per occurrence)	

Aggregate limits: ☐ Per Policy (most contracts) ☐ Per Project (construction contracts)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be approved by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

☑ **ADDITIONAL INSURED STATUS** for general liability insurance coverage is required for performance of this contract. Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract, excluding Professional Liability coverage. The contract **MUST** either include language that the additional insured status is required, or include this Insurance Coverages Required document as an attachment, and proof of blanket coverage from your policy must be provided either by a copy of your policy or by separate blanket endorsement.

☐ ***When this box is checked***, the Additional Insured status for this contract MUST be by scheduled (or named) **endorsement only,** and must read:
Lane County, its officers, agents, employees and volunteers are named as additional insureds with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by separate endorsement,** the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract, and the Endorsement must be attached to the COI.

☑ **AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED STATUS:** Insurance with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

*LIMITS**
☑ $2 million combined single limit per accident for bodily injury and property damage
☐ Amount required by funding source: $ /$
☐ Other Amount pre-approved by Risk Management: $ /$

☑ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

☐ Statutory amount (currently $500,000 in Oregon, other states may vary)
☐ Other: minimum of $1,000,000 when not regulated by statute

☑ **OTHER –** All non-occurrence coverages must provide tail/continuous coverage for 24 months from the end of the project and shall include completed operations where applicable. All coverages, except Professional Liability, must contain blanket Additional Insured status, unless otherwise indicated.

☑ **CYBER** coverage in the amount of $ ($2,000,000/occurrence minimum unless indicated).
☐ **PROFESSIONAL LIABILITY** coverage: limits not less than $ ($2,000,000/occurrence minimum unless indicated).
☐ **POLLUTION LIABILITY** coverage: limits not less than $ ($2,000,000/occurrence minimum unless indicated).
☐ *Type:* : limits not less than $ ($1,000,000/occurrence minimum unless indicated).
☐ *Type:* : limits not less than $ ($1,000,000/occurrence minimum unless indicated).

***Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable!**

☑ **CERTIFICATE HOLDER:** Lane County, its officers, agents, employees and volunteers, c/o

☑ **LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER.** The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverages does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.

☑ **DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.**

Your Lane County Contact: Jessie Hollingsworth email: jessicahollingsworth@lanecountyor.g Phone: 541-682-3678

This document is an attachment to and part of your contract with Lane County.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
Kelley Create Co. 22710 72nd Ave S Kent WA 98032 USA	INSURER A:	Zurich American Ins Co	16535
	INSURER B:	Homeland Insurance Company of NY	34452
	INSURER C:	American Guarantee & Liability Ins Co	26247
	INSURER D:	Federal Insurance Company	20281
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570114678986 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			GLO293023301	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 2930234-01	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			AUC651032901	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC293023201	04/01/2025	04/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Cyber Liability			7200021670001 Claims Made SIR applies per policy terms & conditions	04/01/2025	04/01/2026	Aggregate Limit SIR	$3,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage.

CERTIFICATE HOLDER

Kelley Create Co.
22710 72nd Ave S
Kent WA 98032 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570114678986

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AGENCY CUSTOMER ID: 570000098497
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Kelley Create Co.
POLICY NUMBER See Certificate Number: 570114678986	
CARRIER See Certificate Number: 570114678986 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	E&O - Professional Liability - Primary			7200021670001 Claims Made SIR applies per policy terms & conditions	04/01/2025	04/01/2026	Aggregate Limit	$1,000,000
D	Employment Practices Liability - Primary			J06627821	07/29/2025	04/01/2027	Limit per Occurrence	$1,000,000
D	Directors & Officers-Primary			J06627821	07/29/2025	04/01/2027	D&O limit each loss	$1,000,000
D	Fiduciary Liability - Primary			J06627821	07/29/2025	04/01/2027	Fiduciary Liability	$1,000,000

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