

# COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
**Xerox Corporation**

\_\_\_\_\_ (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION:**

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Printer/Copier/Multi-function machine with needed accessories, lease, equipment maintenance, repair, customer education & analyst services to all Department of Social Services facilities as needed and requested.

<sup>DS</sup>  
CH  
Contractor  
<sup>DS</sup>  
LAM  
County

**2.0 PAYMENT PROVISIONS:**

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ **688,000.00**

**3.0 TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from July 1, 2024 to June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

~~3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.~~

<sup>DS</sup>  
CH  
Contractor  
<sup>DS</sup>  
LAM  
County

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** See page 11(a) for a list of Exhibits

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

- 7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~

<sup>DS</sup>  
 CH  
 Contractor  
 DS  
 CAM  
 County

DS  
CA  
Contractor  
DS  
LAM  
County

~~7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

DS  
CA  
Contractor  
LAM  
County

~~7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.~~

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

**9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:**

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Waiver of Subrogation:**

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 **INDEPENDENT CONTRACTOR:**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

15.0 **NOTICES:**

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Lori A. Medina, Director	Chaley Henderson, Finance Director
Name and Title	Name and Title
1000 S Main St, Suite 306, Salinas, CA 93901	5050 Hopyard, Rd, Suite 100, Pleasanton, CA 94588
Address	Address
(831) 755-4430	(952) 806-6160
Phone:	Phone:

16.0 **MISCELLANEOUS PROVISIONS.**

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes

CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

Xerox Corporation

Contractor/Business Name \*

By:

Contracts/Purchasing Officer

Date:

DocuSigned by:

By:

Lori A. Medina

Department Head (if applicable)

Date:

6/29/2024 | 11:59 PM PDT

Approved as to Form

County Counsel

Susan K. Blicht, Acting County Counsel

By:

DocuSigned by:

Anne Brenton

County Counsel

Date:

6/7/2024 | 1:49 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:

By:

Jennifer Forsyth

Auditor/Controller

Date:

6/7/2024 | 2:45 PM PDT

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

By:

David Bolton, Risk Manager

Date:

\_\_\_\_\_  
Contractor/Business Name \*

By:

DocuSigned by:

Chaley Henderson

(Signature of Chair, President, or Vice-President)

Chaley Henderson

Name and Title

Date:

6/7/2024 | 1:20 PM PDT

By:

\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date:

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**LIST OF EXHIBITS**  
**Xerox Corporation**

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Service Level Agreement
Exhibit C	Budget
Exhibit D	Invoice Sample
Exhibit E	Lease Agreements
Exhibit F	Cooperative Agreement
Exhibit G	Modifications to Standard Agreement

**SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**XEROX CORPORATION**  
July 1, 2024 – June 30, 2028

**1. CONTACT INFORMATION:**

County Contract Monitor: Monterey County Department of Social Services  
Sylvia Solis, Administrative Operations Manager  
1000 S. Main Street, Suite 306 Salinas, CA 93901  
Phone: (831) 755-4483  
Fax: (831) 755-8476  
[soliss@countyofmonterey.gov](mailto:soliss@countyofmonterey.gov)

Ashley Arness Administrative Services Assistant  
1488 Schilling Place  
Salinas, CA 93901  
Phone: 831-796-4482  
Fax: 831-755-8476  
[arnessa@countyofmonterey.gov](mailto:arnessa@countyofmonterey.gov)

Contractor Information: Xerox Corporation  
Scott Reiber, Director Sales  
Bay Area Public Sector/Education  
5050 Hopyard Rd. Suite 100  
Pleasanton, CA 94588  
[scott.reiber2@xerox.com](mailto:scott.reiber2@xerox.com)  
925-701-1657

**2. DESCRIPTION OF SERVICES**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Maintenance, supplies, and replacement, as needed, for all leased multi-function printers, copiers, scanners, and faxes located at Department of Social Services facilities.

**2.1 Basic Device Standards**

- a. Multi-function printers, copiers, scanners, and faxes
- b. High volume printing and copying productivity of 55PPM or higher
- c. High volume scanning productivity of 160 IPM or higher
- d. Duplex mode operation
- e. Universal staple and hole punch
- f. Bypass tray for specialized paper and envelopes
- g. Copy quality: Legible contrast, no streaking, white background (not grey), correct color separation, and true color
- h. Size of paper: Copy and print onto 8 ½ x 11”, 8 ½ x 14” and 11 x 17” paper
- i. Reduction/Enlargement: Provide up to 50% reduction of original and up to 200% enlargement of original documents in 1% increments

- j. Double-sided printing and copying
- k. Single pass dual scanning
- l. Scan to email or network file server

## 2.2 **Installation/Transition:**

Program implementation date is anticipated to be July 1, 2024, for the employee-use copiers and printers. CONTRACTOR will include a transition plan and schedule that includes a timeline for the delivery, installation and removal of all equipment and consumables and include costs for temporary equipment during the transition, if any to meet this date.

## 2.3 **Training:**

CONTRACTOR will include training for Information Technology Administrators, assigned key operators from each Department section, and general staff. CONTRACTOR will provide a detailed plan for training the appropriate groups during installation and providing ongoing support as needed.

CONTRACTOR will include support for all devices, including onsite and/or virtual training as required or requested, and will include onsite and/or remote Analyst Support to assist with set up of the Xerox devices.

## 3. **TECHNOLOGY / SERVICES COVERED**

**3.1 Multifunction Equipment** as described and referenced in Exhibit A will be maintained according to Exhibit B, Service Level Agreement.

**3.2 Desktop Laser Printers** Laser Printers have the same SLA Uptime Targets, Service and Supply Process and Service Escalation Process as described in **Exhibit B, Service Level Agreement.**

## 4. **SERVICE AND SUPPLY PROCESS**

### 4.1 **Toner Auto-Replenishment and Device Monitoring.**

CONTRACTOR will supply and COUNTY has agreed to load and keep active XEROX360App (FMAudit) and Xerox Device Manager (XDM). This is used to ensure COUNTY obtains automated meter reads, supply auto-replenishment operates effectively, and monitor fault codes, which improves remote analyst support.

## 5. **Monitoring and Reporting:**

**5.1** CONTRACTOR will provide monthly electronic reports on the use of each multi-function device. Reports should include:

- a. Volume of copies made
- b. Number of pages printed
- c. Number of copies made by CONTRACTOR during service calls

**5.2** Pricing Summary: CONTRACTOR will provide a detailed annual cost of all services provided which must be for the firm fixed pricing for the term of the

lease. Any variable costs must be detailed. The pricing summary will describe costs for the following categories:

- a. Lease and maintenance of multi-function devices, inclusive of all related services as described above in Section 2.1.
- b. Cost of relocating the equipment if relocation is requested by COUNTY.

**5.3** CONTRACTOR will meet quarterly with COUNTY to address performance and maintenance issues.

**5.4** Quarterly Reviews;  
CONTRACTOR will provide in-depth quarterly reviews to assess each model covered under the agreement. The review will contain and address the following:

1. Spreadsheet on each model number, ID number, and location within the organization.
2. Detailed review on average monthly volume per machine
3. Detailed review of how many service calls were placed on each machine within the organization
4. Average response time for each machine within the organization
5. An in-depth graph demonstrating average monthly volume per machine.
6. A detailed look at annual volumes throughout the life of the contract creating an overview of copies done so far versus the expected life of the machine.
7. CONTRACTOR will evaluate each machine and volume on a quarterly basis and if necessary, make recommendations to move higher volume machines in order to maximize the expected life of each model.
8. CONTRACTOR will provide up to date, factual information on newest products and updates available on each machine placed within COUNTY. CONTRACTOR agrees to follow best business practices and always provide information to the best of the industry knowledge to assist COUNTY in their need for up-to-date technology information.

## 6. INVOICING AND PAYMENT

CONTRACTOR shall submit monthly invoices no later than the 10<sup>th</sup> day of the month following the month in which services are performed. Invoices shall be submitted in the form contained in **Exhibit D** and shall be submitted electronically to:

[501-MCDSSAccountsPayable@co.monterey.ca.us](mailto:501-MCDSSAccountsPayable@co.monterey.ca.us)

CONTRACTOR shall abide pricing based on **Exhibit F, Cooperative Agreement**.

The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **six hundred eighty-eight thousand dollars (\$688,000) per Exhibit C, Budget**.

## SERVICE LEVEL AGREEMENT

### SERVICE AND SUPPORT

CONTRACTOR will provide service and support as described below:

1. **Scheduled Maintenance Calls** will be placed using CONTRACTOR'S diagnostic application and proactive monitoring software. These calls will be as a result of helpdesk monitoring and logged into CONTRACTOR'S service dispatch system for reporting.
2. **Unscheduled Maintenance Service Calls** will be placed by the end user and/or the onsite service personnel to the XEROX Help Desk. All incidents will be logged into the service history for the specific piece of hardware in question, with the service call date and time stamped and automatically assigned to the primary account technician. The steps in the service call process are as follows:
  - A. The process begins by placing a call to CONTRACTOR'S Call Center at **800-821-2797** for Office and Production Equipment service needs, and for any supply requests.

Service calls can also be placed directly to the Call Center by email:

[XEROX-Xeroxcallcenter@xerox.com](mailto:XEROX-Xeroxcallcenter@xerox.com)

Supply requests can also be placed directly to the Supply department:

[USA.METERED.SUPPLY.HOTLINE@XEROX.COM](mailto:USA.METERED.SUPPLY.HOTLINE@XEROX.COM)

3. **Service Calls:** The Call Center Representative who answers the call will ask for for the equipment serial number or tag number as well as a contact name and phone number. They will then assess the problem and, if possible, make recommendations to immediately resolve the problem remotely.
4. **Customer Callback:** CONTRACTOR'S technician will respond to end user within sixty (60) minutes of notification of an equipment-related problem with an estimated time of arrival (ETA) for resolution or an estimated time to close the trouble ticket.
5. **Arrival Response Time:** Standard response time for technician arrival to call location is four (4) hours. If it is determined that a device cannot be repaired within a preordained period of time, it will be replaced with a like device, "hot swap".
6. **Uptime Target:** CONTRACTOR agrees to maintain an Uptime Target for the total Equipment population installed under this Agreement, which shall be measured as provided below over a three (3) calendar month rolling period, of at least ninety-six percent (96%) in the aggregate for the Equipment subject to this Agreement that is operated within the specified Maximum Monthly Volume Range, (to be included upon County's request in an Appendix to this Contract). Uptime Target commences on the first day of the calendar month that begins at least one hundred twenty (120) days after the Agreement commences.
7. **Downtime Target** "Downtime Hours" shall mean the number of hours in any three (3) calendar month period during which Equipment maintained hereunder is inoperative (i.e.,

cannot make any copies or prints, as applicable) during the Contracted Period of Coverage “CPOC”, including machine-repair time and response time when the Equipment is inoperative.

Downtime Hours do not include time when the Equipment's inoperability is due to user misuse or abuse of the Equipment, County's negligence or intentional acts, fire, environmental failure at the installation site or use of the Equipment in a manner other than was intended; preventative maintenance, Equipment relocation or inspections are being performed; and, time taken in producing usable copies or prints.

8. **Uptime Calculation.** The Uptime Percentage Rate for a given calendar month is calculated as follows:

$$\text{Uptime Percentage Rate} = \frac{\text{CPOC (567)} - \text{Downtime Hours (x)}}{\text{CPOC Hours (567)}}$$

- A. The steps for service call resolution are as follows:

1. **If the problem is not identified or resolved (1<sup>st</sup> call/day):** Technician contacts CONTRACTOR to notify the Service Manager, they will work together on solution.
2. **If Problem is still not identified or resolved (2<sup>nd</sup> call/day):** Technician contacts CONTRACTOR to notify the Service Manager to obtain further suggestions/information. This should occur within 3-4 hours.
3. **If Problem is still not identified or resolved:** Service Manager makes arrangements to receive site assistance from Service Technical Specialist and notifies COUNTY'S decision maker on equipment status. This should occur within six to eight hours.
4. **If CONTRACTOR is unable to correct the issue at this point:** COUNTY can be assured that they may request swap, and/or CONTRACTOR will begin the process internally to swap out the device.

## II. SERVICE ESCALATION PROCESS

- A. **Level 1:** CONTRACTOR helpdesk and local service technicians will handle level 1 incidents.
- B. **Level 2:** CONTRACTOR Onsite Service Manager. Escalation level 2, are incidents that a service engineer is unable to remedy within 24 hours.
- C. **Level 3:** CONTRACTOR Project Manager/Customer Service Representative Escalation level 3, incidents that are unable to be remedy by CONTRACTOR'S service engineer team. These could include billing incidents, customer service incidents, escalated business requirement incidents, etc.
- D. **Level 4:** CONTRACTOR Executive Oversight for level 4, incidents that require Executive intervention. These may include, billing accommodations, escalated customer service incidents, equipment replacement decisions, etc. Executive oversight is managed locally in Northern California.

**IV. TECHNICIAN SCHEDULE**

- A.** Standard business hours Monday-Friday 8am-5pm PST

**V. PERFORMANCE GUARANTEE**

- A.** Full coverage maintenance guarantee is 100% all-inclusive and includes all parts, labor, preventative maintenance, toner and drums for equipment covered.

**B.** Service Guarantee:

- 1.** The service guarantee (“Guarantee”) provided by CONTRACTOR covers only the service on Equipment under this Agreement and shall become immediately for currently owned or leased Equipment, and effective ninety days from the date CONTRACTOR’S services begin for newly placed Equipment. The terms and conditions of the Guarantee are set forth in this Article.
- 2.** The following Key Performance Indicators will be measured to ensure level of service and support desired:
  - i.** Machine up-time to be no less than 96% based upon a rolling three (3) month average as verified by CONTRACTOR’S Quarterly Business Reviews (QBRs). Uptime is the total hours of actual business hours equipment is available less hours equipment is out of service for unscheduled maintenance.
  - ii.** Average Response Time to be no more than four (4) hours averages on average over a period of three (3) months. Average response time is calculated by the number of minutes between when a service call is placed to the time a Service Technician arrives on site.
- 3.** In the event CONTRACTOR fails to achieve the metrics defined above for three (3) consecutive three (3) month periods, an executive review meeting will take place to determine the issues that have caused the low performance indicators. CONTRACTOR and COUNTY will agree upon an action plan to remedy the issues and execute the plan.
- 4.** Key Performance Indicators (KPIs) will be measured using CONTRACTOR’S supplied enterprise reporting software.

**Xerox Corporation  
Multi-Year Budget**

DESCRIPTION	Budget 07/01/2024 - 06/30/2025	Budget 07/01/2025 - 06/30/2026	Budget 07/01/2026 - 06/30/2027	Budget 07/01/2027 - 06/30/2028	Incidentals 07/01/2024- 06/30/2028	Total Budget 07/01/2024 - 06/30/2028
Provide leases multi-function printers, copiers, scanners, faxes, maintenance, supplies and replacements as needed for the Department of Social Services.	165,000	165,000	165,000	165,000	28,000	688,000
<b>Total</b>	<b>165,000</b>	<b>165,000</b>	<b>165,000</b>	<b>165,000</b>	<b>28,000</b>	<b>688,000</b>

The amounts listed above in the Budget are estimates by year only and unused funds can roll-over to future years for the term of the agreement and the total expended shall not exceed \$688,000.

Direct Inquiries and Correspondence To:  
**XEROX CORPORATION**  
P.O. BOX 660502  
DALLAS, TX 75266-0502

THE EASY WAY  
TO ORDER SUPPLIES  
CALL OUR TOLL  
FREE NUMBER  
1-800-822-2200

Purchase Order Number  
Special Reference  
Contract number  
NET 30  
Terms and Condition of Payment

Telephone: 888-435-6333  
www.xerox.com/eSupportCentre

Ship To/Installed At  
Monterey County  
Room 306  
1000 S. Main St.  
Salinas, CA 93901

Bill To:  
Monterey County  
Dept of Social Services  
Accounts Payable  
1000 S. Main St.  
Salinas, CA 93901

Invoice Date  
Invoice Number  
Customer Number

Xerox C8145H

SER.#

BASE CHARGE

METER USAGE

TO

METER 1

PRINT CHARGES

METER 1 PRINTS

NET BILLABLE PRINTS

.009400

TOTAL EXCESS PRINT CHARGES

CARRIER DELIV/INST

SER.# DRCINST

INCL

SCAN-PC DTOP SE-5

SER.# SCN2SE-5

INCL

SUB TOTAL

CALIF STATE & LOCAL

TAX 7.2500%

SAN MATEO COUNTY

TAX 1.5000%

TOTAL

INVOICE FOR THE PERIODIC PAYMENT ON YOUR XEROX AGREEMENT  
THIS AGREEMENT INCLUDES EQUIPMENT, MAINTENANCE AND SUPPLY CHARGES  
TOTAL OF INVOICE MAY VARY ACCORDING TO METER USAGE BILLED

XEROX FEDERAL IDENTIFICATION # 16-046-8020

Please detach the payment portion and return with your remittance

Ship To/Installed At  
Monterey County DSS  
Room 306  
1000 S. Main St.  
Salinas, CA 93901

Bill To  
Monterey County  
Dept Social Services  
Accounts Payable  
1000 S. Main St.  
Salinas, CA 93901

Send Payment To:  
XEROX CORPORATION  
P.O. BOX 7405  
PASADENA, CA  
91109-7405

For Xerox Use Only

PLEASE PAY THIS AMOUNT -> \$

041320797 717093454 096537821  
RT014779 C 070118 YCC09  
03 6GSY 6GSY D A7310 2TC5 1 115  
202100008070060 096537821 15461 717093454

Customer Information

Invoice

Payment











**Lease Agreement**

BillTo: MONTEREY COUNTY DSS  
 ACCOUNTS PAYABLE  
 STE 306  
 1000 S MAIN ST STE  
 SALINAS, CA 93901-2390  
 Tax ID#: 94-6107834  
 State or Local Government Negotiated Contract : 072816000

Install: DEPARTMENT OF SOCIAL SERVICES  
 1488 SCHILLING PL  
 SALINAS, CA 93901-4542

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	VR280INTG (EX-I INTEGRATED PS) - Impose With Lac - Customer Ed - Analyst Services	Lease Term: 42 months Purchase Option: FMV	- Xerox C9065/70 INTEGRATED EFI S/N GZF690456 Trade-In as of Payment 38	5/31/2024

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. VR280INTG	\$335.33	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	\$335.33	Minimum Payments (Excluding Applicable Taxes)			

Total Cost:  
 VS280 \$1,376.87  
 VR280INTG \$ 335.33  
 Total \$1,712.20





**Lease Agreement**

BillTo: MONTEREY COUNTY DSS  
 ACCOUNTS PAYABLE  
 STE 306  
 1000 S MAIN ST STE  
 SALINAS, CA 93901-2390

Install: DEPARTMENT OF SOCIAL  
 SERVICES  
 1488 SCHILLING PL  
 SALINAS, CA 93901-4542

State or Local Government Negotiated Contract : 072816000

Solution			
Item	Product Description	Agreement Information	Requested Effective Date
1. B91EFI (EFI PRINT SRV NX ONE) S/N KHZ697448		Lease Term: 42 months Purchase Option: FMV  This agreement modifies the current Xerox Agreement 955902648 for B91EFI S/N KHZ697448 as of payment 38.	6/1/2024

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. B91EFI	\$179.79	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	\$179.79	Minimum Payments (Excluding Applicable Taxes)			











































**Lease Agreement**



Customer: COUNTY OF MONTEREY

BillTo: SOCIAL SERVICES                      Install: MC DSS  
 STE 306    SUITE 304  
 1000 S MAIN ST                                  1000 S MAIN ST  
 SALINAS, CA 93901-2352                      SALINAS, CA 93901-2352  
 State or Local Government Negotiated Contract : 072816000

**Solution**

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	<b>C8145H2 (XEROX C8145H2)</b> - 1 Line Fax - Office Finisher - Analyst Services	Lease Term: 42 months Purchase Option: FMV	- Xerox B405 S/N 9HB350544 Trade-In as of Payment 74	5/31/2024

**Monthly Pricing**

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$171.64	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	\$0.0066 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$171.64	Minimum Payments (Excluding Applicable Taxes)			

**Authorized Signature**

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: Sylvia Solis    Phone: (831)755-4483</p> <p>Signature: _____    Date: _____</p>	<p>Thank You for your business!                  This Agreement is proudly presented by Xerox and  <b>Julie Sanderson</b>  <b>(510)606-0669</b>                  For information on your Xerox Account, go to  <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p>
--	---











**Region 4 Education Service Center (ESC)**

**Contract # R191104**

*for*

Copiers and Printers

*with*

**Xerox Corporation**

Effective: June 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Xerox Corporation effective June 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Executed Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

# Table of Contents

## **Executive Summary**

## **Tab 1 – Contract and Offer and Contract Signature Form (Appendix A)**

## **Tab 2 – Products/Pricing**

## **Tab 3 – Performance Capability**

### 3.0. Supplier Response (Appendix D, Exhibit A)

#### 3.1 Company

#### 3.2 Distribution, Logistics

#### 3.3 Marketing and Sales

## **Tab 4 – Qualification and Experience**

## **Tab 5 – Value Add**

## **Tab 6 – Additional Required Documents (Appendix C)**

Appendix C: DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Appendix C: DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)

Appendix C: DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)

Appendix C: DOC #4 Texas Government Code 2270 Verification Form

Appendix C: DOC #5 Special Conditions

Appendix C: DOC #6 Questionnaire

Appendix D: Requirements for National Cooperative Contract to be Administered by Omnia Partners, Public Sector

Appendix D: Exhibit A - Response for National Cooperative Contract 3.0 Supplier Response

## **Exhibits B through E Intentionally Redacted**

Appendix D: Exhibit F - Federal Funds Certifications

Appendix D: Exhibit G - New Jersey Business Compliance

Appendix D: Exhibit G - DOC #1 Ownership Disclosure Form

Appendix D: Exhibit G - DOC #2 Non-Collusion Affidavit

Appendix D: Exhibit G - DOC #3 Affirmative Action Affidavit

Appendix D: Exhibit G - DOC #4 Political Contribution Disclosure Form

Appendix D: Exhibit G - DOC #5 Stockholder Disclosure Certification

Appendix D: Exhibit G - DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

Appendix D: Exhibit G - DOC #7 New Jersey Business Registration Certificate

Appendix D: Exhibit H - Advertising Compliance Requirement

**Attachments**

Attachment A. Addenda Acknowledgments

Attachment C. Xerox U.S. Sales Offices

**APPENDIX A****CONTRACT**

*This Contract ("Contract") is made as of **February 25** 2020 by and between Xerox Corporation ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Educational Software Solutions and Services ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals ("RFP") Number 19-11 for Copiers and Printers, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC 
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract

- ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.) 
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor 
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following 
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
    - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
    - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
    - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material 
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC 
- 18) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the

specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

- 19) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 20) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 21) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing 
- 22) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 23) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 24) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 25) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 26) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

- 27) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 28) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract. 
- 29) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas. 
- 30) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 31) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 32) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Xerox Corporation

Address 201 Merritt 7

City/State/Zip Norwalk, Connecticut 06851

Telephone No. 310-258-6266

Email Address Rachael.Jones@Xerox.com

Printed Name Rachael Jones Turner

Title SLED Cooperative Contracts Manager

Authorized signature *Rachael Jones Turner*

Accepted by Region 4 ESC:

Contract No. B191104

Initial Contract Term June 1, 2020 to May 31, 2023

*Margaret S. Bass*  
Region 4 ESC Authorized Board Member

*2/25/2020*  
Date

*Margaret S. Bass*  
Print Name

*Carmen T. Moreno*  
Region 4 ESC Authorized Board Member

*2/25/2020*  
Date

*Carmen T. Moreno*  
Print Name

**Appendix B****TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- x** Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 1/Page 1 Term of Agreement	Term	Individual lease orders placed against the contract will commence upon installation and continue for thirty-six (36), forty-eight (48), or sixty (60) months from the date of installation depending upon the term selected by the end-user."	<b>Accepted</b>
Section 7/Page 2 Assignment of Contract	Term	Please note that Xerox reserves the right to assign all leases to a parent, subsidiary, or affiliate of Xerox. Such assignment shall be transparent to the Region 4 ESC.	<b>Accepted</b>
Section 8/Page 2 Novation	Term	Please note that should Xerox sell or transfer any of its assets used to support this Contract, that the Buyer will be obligated to perform all obligations under this Agreement. This offering transferring of the assets is not subject to REGION 4 ESC's agreement or rejection, nor can any in-place equipment be terminated without completing its required installation commitment.	<b>Accepted</b>

**EXHIBIT F**

Section 11/Page 2 and 3 Termination of Contract a. Cancellation of Non-Performance or Contract Deficiency	Term	Cancellation under this provision shall not apply to any orders received by Xerox prior to the expiration date of the Contract. Xerox requests written notice of its default and a minimum of thirty (30) days to cure its performance before the Region 4 ESC exercises its rights under this provision.	<b>Accepted</b>
Section 11.c/Page 3 Delivery/Service Failures Section 14/Page 4 Delivery	Term	Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of the Region 4 ESC's equipment or purchase order, except during times of product constraint. Xerox will inform the Region 4 ESC if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the Region 4 ESC can cancel the order without penalty to either party.	<b>Accepted</b>
Section 11.d/Page 3 Force Majeure	Term	This provision does not relieve either party of its obligation to make payments due under the Contract.	<b>Accepted</b>
Section 11.e/Page 3 Standard	Term	Cancellation under this provision shall not apply to any orders received by Xerox prior to the expiration date of the Contract.	
Section 15/Page 4 Inspection and Acceptance	Term	Xerox can support the Region 4 ESC 's inspection and acceptance requirement by initially installing the equipment under a Trial arrangement. Otherwise the equipment will be deemed accepted on the equipment's installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the Region 4 ESC '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 Xerox at its expense, provided the equipment is covered by a Xerox warranty or maintenance plan. Any equipment that needs to be replaced will be replaced with an identical model, or at Xerox's option a unit with similar capabilities and comparable usage.	<b>Accepted</b>
Section 18/Page 4 Audit Rights	Term	Xerox agrees, upon 10-business days written request to make available to Region 4 ESC the financial and other records that are required to substantiate the Services and accurate billings under the Agreement. These records exclude any information deemed by Xerox to be confidential or proprietary.	<b>Accepted</b>
Section 22/Page 5 Warranty Conditions (Outright Purchase)	Term	Xerox provides warranty by way of a monthly billed maintenance agreement. Maintenance agreements commence upon installation of the equipment. Xerox will repair or replace defective parts or equipment at Xerox's expense as long as the equipment is being maintained by Xerox under a maintenance agreement. If the maintenance agreement is cancelled or it is not renewed Xerox's obligation to repair or replace equipment ceases.	<b>Accepted</b>

**EXHIBIT F**

Section 22/Page 5 Warranty Conditions (Lease)	Term	Xerox provides warranty by way of a monthly billed maintenance agreement, which is a mandatory part of the monthly lease payment. Maintenance agreements commence upon installation of the equipment Xerox will repair or replace defective parts or equipment at Xerox's expense for the duration of the lease agreement.	<b>Accepted</b>
Section 29/Page 6 Funding Out Clause	Term	<p>This provision shall not apply to private not for profit users of the Contract. Additionally, these pre-conditions apply to any fund-outs:</p> <ul style="list-style-type: none"> <li>a. REGION 4 ESC Member provides written notice 30 days prior to the beginning of the fiscal year for which its legislative body does not appropriate funds; send Xerox written notice stating that its legislative body, though no action on REGION 4 ESC Member's part, failed to appropriate funds for the next fiscal year.</li> <li>b. In addition, the REGION 4 ESC Member agrees at REGION 4 ESC's expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances, normal wear and tear excepted. The REGION 4 ESC Member will then be released from its obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).</li> </ul>	<b>Accepted</b>

<p>Section 30/Page 6 Indemnity</p>	<p>Term</p>	<p>Xerox, to the extent permissible by law, submits the following with respect to Indemnity:</p> <ul style="list-style-type: none"> <li>a. Xerox shall indemnify and hold the REGION 4 ESC, its officers, agents and employees harmless from and against all third party claims, damages, losses, or causes of actions for personal injury (including death) or damage to tangible property to the extent such injury or damage was found by a court or administrative agency of competent jurisdiction to have been proximately caused by Xerox's performance pursuant to this Contract. The foregoing indemnity is contingent upon REGION 4 ESC giving Xerox written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder and permits Xerox to control the defense of any such claim or action and Xerox's own expense. Notice shall be sent to "Corporate Risk, Xerox Corporation, 201 Merritt 7, Norwalk, CT 06851-1056." REGION 4 ESC agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that REGION 4 ESC shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Xerox with all reasonable assistance which Xerox may require.</li> <li>b. Except for indemnified matters and to the extent permitted by applicable law, all other liability of Xerox to the REGION 4 ESC for damages of any kind or type, including but not limited to direct, indirect, consequential, incidental, or special damages, arising from Xerox's performance or failure to perform under this Contract, or by virtue of Xerox's tortious conduct (including negligence whether passive or active) shall be limited to the amounts paid by the REGION 4 ESC under this Agreement. Provided, however, that the foregoing limitation of liability shall not apply to claims by the REGION 4 ESC for damage to real or tangible property caused by Xerox's negligence.</li> </ul>	<p style="color: red; text-align: center;"><b>Accepted</b></p>
--	-------------	---	--

Additional Terms to be included:

- Appendix B-Exhibit 1- General Terms and Conditions Applicable to all Transactions
- Appendix B-Exhibit 2- Software Terms
- Appendix B-Exhibit 3- Lease Terms
- Appendix B-Exhibit 4- Cash Purchase Terms
- Appendix B-Exhibit 5- Maintenance Terms
- Appendix B-Exhibit 6- Rental Terms
- Appendix B-Exhibit 7- Production Ink Jet Baltoro, Trivor, Rialto) Terms

## Appendix B- Exhibit 1

### General Terms and Conditions to all Transactions

#### General Terms

- 1. Equipment Status.** Unless Customer is acquiring previously installed equipment, Equipment will be either: (a) "Newly Manufactured," which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model" which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new components and recycled components that are reconditioned; or (c) "Remanufactured," which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the status of any Third-Party Hardware that Xerox may provide under any Order.
- 2. Trade-In Equipment.** If you are providing equipment to Xerox as part of this Agreement ("Trade-In Equipment"), You warrant that you have the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from your premises. You warrant that the Trade-in equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. You agree to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You agree to pay all accrued charges for the trade-In Equipment (up to and including payment of the final principal payment number) and to pay all maintenance, administrative, supply, and finance charges for this equipment through the date title passes to Xerox.
- 3. Equipment Delivery, Removal and Relocation.** Equipment prices include standard delivery and removal charges, Non-standard delivery and Equipment relocation for Xerox owned equipment must be arranged (or approved in advance) by Xerox and will be at your expense. Examples of non-typical charges would include the cost associated with any equipment delivery or removal where additional time or resources are required to disassemble equipment due to lack of adequate access, or the movement of Equipment up stairways or through windows requiring stair creepers, or cranes.
- 4. Equipment Installation Date.** The Equipment installation will be (a) the delivery date for TCPN installable Equipment; or (b) the installation date for Xerox installable Equipment, which is the date Xerox, determines the equipment to be operating satisfactorily as demonstrated by the successful completion of diagnostic routines and is available for your use.
- 5. Maintenance Services.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The service technicians assigned to provide Basic Services have the expertise, skills, training, and professional education to perform the Basic Services in a professional manner.
  - A) Maintenance Services.** Maintenance Services will be provided during Xerox's standard working hours, Monday through Friday, 8:00 AM to 5:00 PM, excluding Xerox recognized holidays. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals.
  - B) Repairs & Parts.** Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property.

- C) Extended Service Hours.** If you elect "Extended Shift Coverage" Xerox will provide Maintenance Services for the indicated number of eight hour-shifts, with the first number indicating the number of eight-hour shifts and the second number indicating the days of the week (starting on Monday), e.g., 2 x 6 means 8:00 A.M. to 12:00 A.M., Monday through Saturday. Extended Shift Coverage will be billed separately.
- D) Installation Site.** You agree to give Xerox reasonable access to the Equipment and to provide Xerox adequate storage space for a reasonable quantity of replacement parts and supplies.
- E) Cartridge Products.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.
- F) Consumable Supplies included in Base/Print Charges.** If Consumable Supplies is identified in the Maintenance Plan Features. Maintenance Services will include black toner (excluding highlight color toner, clear toner and custom color toner), black developer, copy Cartridges, and, if applicable, fuser ("Consumable Supplies"). For full-color Equipment, Consumable Supplies shall also include, as applicable, color toner and developer. For Products identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. You agree that the Consumable Supplies are Xerox's property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point (at Xerox's expense when using Xerox-supplied shipping labels), and that at the end of the term of this Agreement you will either (1) return any unused Consumable Supplies to Xerox (at Xerox's expense when using Xerox-supplied shipping labels), or (2) destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage. When requested by Xerox, you agree to provide meter readings and inventory of Consumable Supplies in your possession.
- G) Equipment Replacement.** Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term.
- 7. Meter Readings.** You agree to provide meter readings in the manner and frequency identified by Xerox. If you do not provide Xerox with meter readings as required, Xerox may reasonably estimate them and bill you accordingly. If meter readings have been estimated, Xerox after receiving the actual meter readings for the equipment shall make an appropriate adjustment on the subsequent invoice.
- 8. Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

**9. Warranty Disclaimer.** Xerox disclaims, and you waive, the implied warranty of non-infringement.

**10. Intellectual Property Indemnity.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product, including any Base Software or Diagnostic Software provided with or within the Xerox-brand Equipment, infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox. For non-Xerox brand Products ordered under the Agreement, when you do not have a direct Intellectual Property Indemnity for the non-Xerox brand Product and Xerox does have an Intellectual Property Indemnity for such non-Xerox brand Products and is contractually permitted to do so, Xerox will pass its Intellectual Property Indemnity for such Product through to you.

**11. Force Majeure.** Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

**12. Notices.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice.

## Appendix B-Exhibit 2

### SOFTWARE TERMS

#### 1. SOFTWARE LICENSE

Xerox may provide Software to Customer pursuant to an Order hereunder. The following license applies to Software provided hereunder, unless such Software is accompanied by a click-wrap or shrink-wrap license agreement or otherwise provided subject to a separate license agreement.

- a. Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use in the U.S.: (i) Base Software only on or with the Equipment with which (or within which) it was delivered; and (ii) Application Software only on any single unit of Equipment, subject to Customer remaining current in the payment of any indicated applicable Software license fees (including any annual renewal fees). For Services Software, Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license in the U.S. to install the Services Software on a host computer(s) or server(s) or, if applicable, on Equipment or Third Party Hardware, and, further, if applicable, on the number of workstations, laptops and mobile devices specified in the Order, and to use the Services Software only for the purpose of receiving the applicable Services. Customer has no other rights to the Software. Customer will not and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software except as permitted by applicable law; (ii) activate Software delivered with or within the Equipment in an un-activated state; or, (iii) access or disclose Diagnostic Software for any purpose. Title to Software and all copyrights and other intellectual property rights in Software will reside solely with Xerox and its licensors (who, if required by the terms of the third-party license agreement with Xerox, will be considered third party beneficiaries of this Agreement's software and limitation of liability provisions).
- b. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment with which the Base Software was provided; or (ii) upon the expiration or termination of any Order under which Customer has acquired the Equipment with which the Base Software was provided (unless Customer has exercised an option to purchase the Equipment, where

available, in which case the license to Base Software is perpetual and transferrable with purchase of the Equipment by Customer).

- c. Software may contain code to prevent its unlicensed use and/or transfer. If you do not permit Xerox periodic access to such Software, this code may impair the Equipment's and/or Software's functionality.
- d. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

## 2. SOFTWARE SUPPORT

Software support will be provided by Xerox or a designated service provider as follows. For Base Software, Software support will be provided during the initial term of the applicable Order and any renewal period, but not longer than five (5) years after Xerox stops taking orders for the subject model of Equipment. For Application Software, Software support will be provided as long as Customer is current in the payment of all applicable software license, annual renewal and "support only" fees. For Services Software, support will be provided in accordance with the terms of the applicable Statement of Work or Order.

- a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of six (6) months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.
- b. Xerox may make available new releases of the Software that are designated as "**Maintenance Releases**" or "**Updates**." Maintenance Releases or Updates are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox's then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.
- c. Xerox may increase Software license fees and support fees for Application Software annually by an amount no greater than the CPI Adjustment Percentage.

## 3. DIAGNOSTIC SOFTWARE

Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and Xerox's licensors. Xerox does not grant Customer a license or right to use the Diagnostic Software. Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.

## 4. THIRD PARTY SOFTWARE

Third Party Software is subject to license and support terms provided by the applicable Third-Party Software vendor.

## 5. FREEFLOW TERMS AND CONDITIONS

The following terms apply to Xerox FreeFlow Print Server™/DocuSP® software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready® and FreeFlow Process Manager™) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at [www.adobe.com/type/browser/legal/embeddingeula](http://www.adobe.com/type/browser/legal/embeddingeula), you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.
2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.
3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.
4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, [www.copyright.com](http://www.copyright.com), and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.
5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.
6. The following terms apply to FreeFlow Software licensed to U.S. government customers:
  - a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b)

- and DFARS 227.7202-3(a).
- b. Adobe Software is a “commercial item,” as that term is defined at FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.
  - c. Oracle Database Express Edition is “commercial computer software” and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.
7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:
- a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023>
  - b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.
  - c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.
  - d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.
  - e. No High Risk Use.  
WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant. The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

## Appendix B-Exhibit 3

### LEASE TERMS

- 1. Non-Cancelable Agreement.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
- 2. Lease Commencement & Term.** The Term for each unit of Equipment will commence upon: delivery of customer-installable Equipment; or the installation of Xerox-installable Equipment and will expire on the last day of the final full calendar month of the contracted term of the Lease Agreement. Unless

either party provides notice of termination at least 30 days before the expiration of the initial Term, it will renew on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days' notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

- 3. Invoicing.** The Minimum Lease Payment, which may include a guaranteed number of copies (copy allowance), plus any additional Print Charges covers the cost of (1) the use of the equipment; (2) the equipment's maintenance; and (3) consumable supplies, if applicable. The Minimum Lease Payment will commence following Equipment installation and will be billed monthly. Charges for excess prints will be reconciled and billed monthly or quarterly, as applicable, in arrears.
- 4. Refinance.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.
- 5. Price Increases.** Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges, each such increase not to exceed 10%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each fiscal contract cycle.
- 6. Payment & Credit.** Your payment is due within 30 days after the invoice date, with all charges being billed in arrears. Restrictive covenants on payment instruments will not reduce your obligations. You authorize Xerox, or its agent, to obtain credit reports from commercial credit reporting agencies.
- 7. Taxes.** Unless you provide proof of your tax-exempt status, you will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax-exempt status.
- 8. Late Charges.** If any payment is not received by Xerox within 10 days of the due date (40 days after the invoice date), Xerox may charge a late interest charge as allowed under New York law equal to the higher of 5% of the amount due or \$25.00, not to exceed the maximum amount permitted by law, as a reasonable collection cost.
- 9. Default and Remedies.** If you default or breach an individual Lease Agreement, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid as allowed under law; at the rate of 1.5% per month; (b) the Minimum Lease Payments (less the Maintenance Services and Consumable Supplies components, as reflected on Xerox's records) remaining in the Term, discounted at 4% per annum; and (c) the applicable FMV or Purchase Option; and (d) all applicable Taxes. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox. You agree to pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.
- 10. Assignment.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent,

release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) the assignee will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

- 11. Risk of Loss.** You agree that: (i) the equipment will remain personal property; (ii) you will not attach the equipment as a fixture to any real estate; (iii) you will not pledge, sub-lease, or part with possession of the equipment or file, or permit to be filed, any lien against the equipment; and, (iv) you will not make any permanent alterations to the equipment. The risk of loss due to your fault or negligence, as well as theft, fire, or disappearance, shall pass to you upon delivery. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment.
- 12. FMV End of Term Purchase Option.** Provide you are not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the fair market value of the Equipment at the expiration of the initial Term, plus all applicable Taxes.
- 13. FPO End of Term Purchase Option.** Provide you are not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.
- 14. Waivers.** The parties agree that this Agreement is: (i) a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and to the extent permitted by New York law, you waive all rights and remedies conferred upon a lessee by Article 2A; and (ii) a lease for all federal, state or local income tax purposes and you shall not claim any credit or deduction for depreciation in respect of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.
- 15. Protection of Xerox's Rights.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as Lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.
- 16. State and Local Government Terms and Conditions.**
  - A) Tax Treatment (applicable to Fixed Purchase Option Leases). Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations thereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

## Appendix B-Exhibit 4

### Cash Purchase Terms

- 1. Invoicing.** The invoice under a Cash Purchase Agreement consists of the Net Price amount for the Equipment purchased and all applicable Taxes.
- 2. Taxes.** Unless you provide proof of your tax-exempt status, you will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax-exempt status.
- 3. Payment.** Your payment is due within 30 days after the invoice date, with all charges being billed in arrears. Restrictive covenants on payment instruments will not reduce your obligations. You authorize Xerox, or its agent, to obtain credit reports from commercial credit reporting agencies.
- 4. Default & Remedies.** If you default an individual Cash Purchase Agreement, Xerox, in addition to its other remedies, including the cessation of Basic Services, may require immediate payment of all amounts then due (including all applicable Taxes), plus interest on all amounts due until paid as allowed under law: at the rate of one and one-half percent (1.5%) per month, not to exceed the maximum amount permitted by law.
- 5. Equipment Installation Date.** The Equipment installation will be (a) the delivery date for customer installable Equipment; or (b) the installation date for Xerox installable Equipment, which is the date Xerox determines the equipment to be operating satisfactorily as demonstrated by the successful completion of diagnostic routines and is available for your use.
- 6. Title, Warranty, and Risk.** Title, warranty, and risk of loss to the Equipment passes to you upon delivery of customer-installable Equipment; or installation of Xerox-installable Equipment. Until you have paid for the Equipment in full: (i) it will remain personal property; (ii) you will not attach it as a fixture to any real estate; (iii) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and (iv) you will not make any permanent alterations to it. Warranty coverage for any product utilizing Cartridges is conditioned upon you using only unmodified cartridges purchased directly from Xerox or its authorized resellers.

## Appendix B- Exhibit 5

### MAINTENANCE TERMS

- 1. Maintenance Commencement & Term.** The Term for Maintenance Services will begin following the equipment installation and expire on the final day of the twelfth (12) full calendar months after installation or at the end of the customer's then current fiscal year as applicable.
  - A) Xerox may annually increase the Minimum Payment and Print Charges, each such increase not to exceed 10%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each fiscal / annual contract cycle.
- 2. Invoicing.** The Monthly Minimum Maintenance Charge will be billed monthly and Charges for excess prints will be reconciled at the account level and billed quarterly in arrears.
- 3. Payment.** Your payment is due within 30 days after the invoice date, with all charges being billed in arrears. Restrictive covenants on payment instruments will not reduce your obligations. You authorize Xerox, or its agent, to obtain credit reports from commercial credit reporting agencies.
- 4. Taxes.** Unless you provide proof of your tax-exempt status, you will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental

entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax-exempt status.

- 5. Default & Remedies.** If you default or breach an individual Maintenance Agreement, Xerox, in addition to its other remedies, you will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including the cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid as allowed under law; at the rate of 1.5% per month; and (b) the remaining Minimum Payments, not to exceed 6 such payments if this Agreement is for a one year Term, and twelve (12) such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. Termination Charges will not be assessed if you upgrade the Equipment to an alternative Xerox product or cancel an accessory.

## Appendix B- Exhibit 6

### RENTAL TERMS

#### Rental Terms

- 1. Title and Risk of Loss.** Title to the Products remains with Xerox. Risk of loss or damage to the Products passes to you upon delivery. You will insure the Products against loss or damage and the policy will name Xerox as Loss Payee.
- 2. Rental Order Taking Term.** The initial term for any Rental Order will be the number of full calendar months stated in the individual Rental Order. The Minimum Lease Payment for any partial month following the equipment installation date will be billed on a pro rata basis, based on a 31-day month.
- 3. Rental Order Commencement & Term.** The Term for each unit of Equipment will commence upon the delivery of customer-installable Equipment; or the installation of Xerox-installable Equipment and will expire on the last day of the final full calendar month of the contracted term indicated in the Rental Order. Unless either party provides notice of termination at least 30-days before the expiration of the initial Term, it will renew on a month-to-month basis at the same prices, and the same terms and conditions. During the renewal period, either party may terminate the Equipment upon at least 30-days' notice. Upon termination, you will make the Equipment available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered, reasonable wear and tear accepted.
- 4. Equipment Return.** Unless you have renewed or purchased the Equipment, you will make the Equipment and Base Software available for removal at the expiration of the Individual Rental Order term in the same condition as when delivered, reasonable wear and tear accepted.

## APPENDIX B - EXHIBIT 7

### Production Inkjet Specific Terms and Conditions:

The following terms and conditions are applicable to all (or as noted, some of) Xerox's BaltoroHF, Rialto and Trivor Equipment acquired by Customer (collectively, the "Production Inkjet Equipment" or "Equipment"):

**COMMENCEMENT & TERM.** For the Production Inkjet Equipment, this provision supersedes and replaces any "Term" noted on the PO or in the Lease Terms. This PO is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon the installation of Xerox-installable Equipment as confirmed by your authorized representative signing the part of the Customer Implementation Sign-Off document

wherein it is agreed that the delivery and installation of the Equipment, the training activities and the solution implementation in accordance with the CED and the SOW Acceptance Criteria have been completed ("Commencement Date") and will continue for the number of full calendar months shown in the PO for "Term" ("initial Term"). Any partial month in the Term will be billed on a pro rata basis, based on a 30-day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days' notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

**RESPONSIBILITY FOR MEETING CERTAIN CED REQUIREMENTS.** You are solely responsible for fulfilling all of your obligations set forth in the CED for the Equipment, including, but not limited to, meeting all environmental, product space and power, and network connectivity requirements. In addition, the CED and User Guide ("Guide") set forth certain operator maintenance activities that you are responsible for performing at the intervals indicated therein. You may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, upon your agreement to pay Xerox's then-prevailing service call rates.

**BALTORO AND RIALTO INK AND PRINT HEAD MAINTENANCE SERVICES.** For the BaltoroHF and Rialto Equipment (referred to in this Section as "Equipment"), repairs that are needed due to misuse, neglect or abuse (which are excluded from Xerox's provision of Maintenance Services as described in Appendix B-Exhibit 1 General Terms and Conditions #5, specifically include, but are not limited to, your failure to ensure that inks and consumables are correctly loaded into the Equipment and to properly perform operator maintenance in a timely manner. The correct method of loading ink is described in the Guide. Customer is liable for any and all damage, including all repairs, arising out of incorrect loading of ink or from the failure to properly perform operator maintenance in a timely manner.

Routine refurbishment and replacement of print heads is covered under this Agreement at no additional charge to you. Xerox's refurbishment and replacement obligations can be voided if you:

- (a) fail to perform routine maintenance as specified by Xerox;
- (b) use inks, consumables (including paper) or spare parts, which do not meet Xerox specifications;
- (c) allow or cause the changing or handling of a print head by anyone other than a Xerox certified service representative;
- (d) allow the repair of the Equipment or a print head by anyone other than a Xerox certified service representative;
- (e) fail to maintain the environmental specifications required by Xerox including but not limited to specifications for humidity and/or temperature during operation of the Equipment;
- (f) fail to follow Xerox's operating procedures while operating the Equipment; or
- (g) allow the Equipment to be operated by employees that have not received Xerox training.

Xerox will not be required to repair or replace a print head if the cause of the subject failure is covered by any of the specific causes listed above or any other exclusion set forth in the Agreement or the applicable CED or Guide, and you will be required to pay for the repairs to the, or to purchase a replacement, print head. You agree to perform all maintenance tasks when directed to do so by the status messages on the Equipment's interface window and/or as outlined in the Equipment's CED or Guide.

In the event of the failure of a print head, you and Xerox will jointly review the maintenance history, and any other relevant data. If you have complied with the foregoing requirements, as demonstrated by the Equipment and/or in the Equipment's CED and Guide and any other relevant data, Xerox will replace the failed print head in accordance with this Agreement at no charge to you.

In the event you have failed to perform the maintenance tasks as directed to do so by the Equipment's interface window and/ or as outlined in the Equipment's CED and Guide, or any other relevant data demonstrates that you have failed to adhere to the requirements set out in the CED or Guide, you will return the damaged print head to Xerox in accordance with the process that is communicated to you and managed

by your Xerox certified service representative. The determination of your liability or non-liability must be made in each instance prior to your returning the damaged print head to Xerox.

In a case where your liability for repair or replacement has been agreed to, following return of a print head, Xerox will in good faith determine if the print head can be repaired or must be replaced. Xerox will communicate its determination to you promptly and provide at such time its good faith estimate of the cost of the remedial action to be undertaken. In a case where your liability for repair or replacement has been agreed to, you will pay the amount invoiced by Xerox for the materials, associated work and shipping costs to repair or replace the subject print head. The amount to be invoiced shall be in line with Xerox's good faith estimate and, in instances where a print head must be replaced, Xerox will charge you an amount not to exceed \$12,500. While there is an agreement in place between you and Xerox that requires Xerox to provide Maintenance Services for the Equipment, if Xerox uses any of the spare parts located and stored at your site to keep the Equipment in good working order, Xerox will replace the spare parts used at no additional cost to you. Additionally, Xerox will not charge you for spare parts supplied from a Xerox storage or distribution facility used to keep the Equipment in good working order.

**TRIVOR INK AND JETTER BLOCK MAINTENANCE SERVICES.** For the Trivor Equipment (referred to in this Section as "Equipment"), repairs that are needed due to misuse, neglect or abuse (which are excluded from Xerox's provision of Maintenance Services as described in Appendix B-Exhibit 1 General Terms and Conditions #5, specifically include, but are not limited to, your failure to ensure that inks and consumables are correctly loaded into the Equipment and to properly perform operator maintenance in a timely manner. The correct method of loading ink is described in the Guide. You are liable for any and all damage, including all repairs, arising out of incorrect loading of ink or from the failure to properly perform operator maintenance in a timely manner. Routine refurbishment and replacement of Jetter Blocks is covered under this Agreement at no additional charge to you. Xerox's refurbishment and replacement obligations can be voided if you: (i) fail to perform routine maintenance as specified by Xerox; (ii) use inks, consumables (including paper) or spare parts, which do not meet Xerox specifications; (iii) allow or cause the changing or handling of a Jetter Block by anyone other than a Xerox certified service representative; (iv) allow the repair of the Equipment or a Jetter Block by anyone other than a Xerox certified service representative; (v) fail to maintain the environmental specifications required by Xerox including but not limited to specifications for humidity and/or temperature during operation of the equipment; (vi) fail to follow Xerox's operating procedures while operating the Equipment; or, (vii) allow the Equipment to be operated by employees that have not received Xerox training. Xerox will not be required to repair or replace Jetter Blocks if the cause of the subject failure is covered by any of the specific causes listed above or any other exclusion set forth in the Agreement or the applicable CED and you will be required to pay for the repairs to the, or to purchase replacement, Jetter Blocks. You agree to maintain a maintenance log to demonstrate adherence to Xerox requirements. In the event of the failure of a Jetter Block, you and Xerox will jointly review the maintenance log, and any other relevant data. If you have complied with the foregoing requirements, as demonstrated by the maintenance log and any other relevant data, Xerox will replace the Jetter Block in accordance with this Agreement at no charge to you. In the event you have failed to keep the maintenance log, or the maintenance log or any other relevant data demonstrates that you have failed adhere to Xerox requirements, you will return the damaged Jetter Block to Xerox in accordance with the process that is communicated to you and managed by your Xerox certified service representative. The determination of your liability or non-liability must be made in each instance prior to your returning the damaged Jetter Block to Xerox. In a case where your liability for repair or replacement has been agreed to, following return of a Jetter Block, Xerox will in good faith determine if the Jetter Block can be repaired or must be replaced. Xerox will communicate its determination to you promptly and provide at such time its good faith estimate of the cost of the remedial action to be undertaken. In a case where your liability for repair or replacement has been agreed to, you will pay the amount invoiced by Xerox for the materials, associated work and shipping costs to repair or replace the subject Jetter Block. The amount to be invoiced shall be in line with Xerox's good faith estimate and, in instances where a Jetter Block must be replaced, Xerox will charge you an amount not to exceed the production cost of a Jetter Block without profit or mark-up, which shall not exceed \$25,000. While there is an agreement in place between you and Xerox that requires Xerox to provide Maintenance Services for the Equipment, if Xerox uses any of the spare parts located and stored at your site to keep the Equipment in good working order, Xerox will replace the spare parts used at no additional cost to you. Additionally, Xerox will not charge you for spare parts supplied from a Xerox storage or distribution facility used to keep the Equipment in good working order.

**SUPPLIES AND SUPPLIES PRICING.** The charges set out in the PO or Lease or Sale Agreement do not include charges for Xerox's provision of supplies (as such term is used in the Supplies Exhibit attached to this Addendum) to be used with the Equipment. Supplies to be used with Equipment will be ordered separately by you using the "Customer Number" identified in the Supplies Exhibit and are subject to the pricing, terms and conditions set forth in the Supplies Exhibit.

**GUARANTEE DISCLAIMER** XEROX'S "TOTAL SATISFACTION GUARANTEE", "SATISFACTION GUARANTEE" OR ANY OTHER SIMILARLY STYLED GUARANTEE FROM XEROX, WHETHER MADE IN ORAL OR WRITTEN FORM, ARE NOT APPLICABLE TO THE PRODUCTION INKJET EQUIPMENT.

**PER FOOT PRICING.** For the Trivor Equipment and Rialto Equipment, pricing is based on per linear foot pricing and the applicable "Per Print Rate" on the order is charged for each linear foot of print output.

**TERMINATION BEFORE EQUIPMENT SHIPMENT.** Notwithstanding anything to the contrary set forth in the Agreement, for the Trivor or Rialto Equipment (referred to in this Section as "Equipment"), Customer may elect to terminate an Order Agreement or Purchase Order before the commencement of shipment of the Equipment from its place of manufacture to Customer. If Customer makes such election, neither Customer nor Xerox will have liability of any type or kind to the other under this Agreement or the Order Agreement or Purchase Order. Customer may also elect to terminate the Order Agreement or Purchase Order after the commencement of shipment of the Equipment from its place of manufacture to Customer, in which case Customer will promptly pay to Xerox, as liquidated damages for loss of bargain and not as a penalty, \$100,000 for each model of Trivor Equipment and/or \$50,000 for each model of Rialto Equipment included in such Order Agreement or Purchase Order, and, upon receipt of such payment in full, neither Customer nor Xerox will have liability of any type or kind to the other under this Agreement or the Order Agreement or Purchase Order.

**PAYMENT SCHEDULE.** For any Production Inkjet Equipment included in any Cash Purchase Order Agreement or Purchase Order, Customer will make the payments to Xerox therefor pursuant to the following payment schedule: (i) first payment at the time of your execution of the Order Agreement or Purchase Order in the amount of twenty-five percent (25%) of the purchase price of each Production Inkjet Equipment, and (ii) second payment prior to shipment of the Production Inkjet Equipment from the place where it is manufactured in the amount of fifty percent (50%) of the purchase price of each Production Inkjet Equipment (collectively, the "Pre-Payments"). Xerox will not ship the Production Inkjet Equipment to you until Xerox receives the Pre-Payments required in the preceding sentence. The remaining twenty-five percent (25%) of the purchase price for each Production Inkjet Equipment will be invoiced to you after the Agreement commences as provided above. The foregoing payments are exclusive of applicable Taxes that are payable by you and such Taxes may be included in the invoice for one or more of the above-referenced payments or in one or more separate invoices.

**MATHWORKS SOFTWARE LICENSE.** For the Trivor and BaltoroHF Equipment (referred in this Section to "Equipment"), the Equipment incorporates software from MathWorks, Inc. ("MathWorks") and the following terms apply to said software:

- a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to Customer a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.
- b. **LICENSE RESTRICTIONS.** Customer shall not modify or adapt the MCR for any reason. Customer shall not disassemble, decompile, or reverse engineer the MCR. Customer shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, Customer shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any other party's use of the MCR. Customer shall not sublicense, sell, or otherwise transfer the MCR to any third party. Customer shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.

c. NO TECHNICAL SUPPORT. Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.

d. TERM AND TERMINATION. This license shall automatically terminate upon your failure to comply with this license.

e. EXPORT CONTROL. The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations.

In exercising your rights under this license, Customer agree not to violate any such laws and regulations. Customer also represent and warrant that (i) Customer are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer are not listed on any U.S. Government list of prohibited or restricted parties.

f. U.S. GOVERNMENT LICENSEES: Customer agree that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern your use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.

g. ASSIGNMENT. Customer may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.

h. LIMITATION OF LIABILITY. To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to Customer. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited.

i. DISCLAIMER OF WARRANTIES. The MCR is delivered "as is" and MathWorks makes, and Customer receive, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for your purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.

j. GOVERNING LAW; JURISDICTION. This license shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflicts of law provisions. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.

k. ENTIRE AGREEMENT. This license contains the entire understanding of the parties with respect to the MCR provided hereunder and may not be modified or amended except by written instrument, executed by MathWorks and Customer. This license shall not supersede any product license Customer have with MathWorks for the MATLAB Compiler.

**MICROSOFT/ADOBE SOFTWARE LICENSING.** For the Rialto equipment (referred to in this Section as "Equipment"), software from Microsoft Corporation ("Microsoft") and/or Adobe Systems Incorporated ("Adobe") may be incorporated into the Base Software and, if either or both of them are, these additional terms apply:

FOR MICROSOFT:

Base Software may include or incorporate software provided by Microsoft Corporation ("Microsoft Software"). In addition to all other terms and conditions of this Agreement, the following applies to Authorized User's installation and use of Microsoft Software. You may not:

(a) use the Microsoft Software for commercial software hosting services; (b) publish any benchmark results for the Microsoft Software; or (c) work around any technical limitations in the Microsoft Software.

FOR ADOBE:

a. Base Software may include and/or incorporate software provided by Adobe Systems Incorporated ("Adobe Software"). You will not, without the prior written consent of Supplier and its licensors: (i) use the Adobe Software in any way that is not authorized by the Agreement; (ii) use the Adobe Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; or (iii) disclose or otherwise permit any other person or entity access to the object code of the Adobe Software. Adobe disclaims, to the extent permitted under applicable laws, any warranty obligations or other liabilities on the part of Adobe or its suppliers respecting the Adobe Software.

b. Adobe Software is a "commercial item", as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Adobe Software is licensed to U.S. government end users, including contractors for the U.S. government, (i) only as commercial items and (ii) with only those rights as are granted to all other end users.

**EXHIBITS.** The following exhibits will be attached to and made part of the Agreement for the Equipment at the time of order for the cash purchase or lease transaction:

- Customer Acceptance Criteria
- Customer Expectations Document
- Statement of Work
- Supplies

**THIRD PARTY HARDWARE.** Customer may wish to procure certain pre- and post-finishing hardware for the Rialto or Baltoro Equipment ("Third Party Hardware"), and, in order for the Trivor equipment to fully function and for the solution to successfully install, Third Party Hardware needs to be procured and properly maintained in conjunction with the equipment. If Customer chooses to (a) purchase such Third-Party Hardware products through Xerox from one of Xerox's third-party partners, and (b) have Xerox maintain such Third-Party Hardware, the following terms and conditions will apply to the Third-Party Hardware:

THIRD PARTY HARDWARE MAINTENANCE.

a. The provision of maintenance services to keep the Third-Party Hardware in good working order ("Third Party Hardware Maintenance") is contingent upon Customer facilitating timely and efficient resolution of Third-Party Hardware issues by: (i) utilizing customer-implemented remedies provided by Xerox and (ii) providing information to and implementing recommendations provided by Xerox telephone support personnel. If a Third-Party Hardware issue is not resolved after completion of (i) and (ii) above, Xerox will provide on-site support as provided herein. Unless otherwise provided herein, Third Party Hardware Maintenance will be provided during Xerox's standard working hours from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (excluding Xerox-recognized holidays) in areas open for repair service for the Third-Party Hardware in the U.S. You agree to give Xerox reasonable access to the Third-Party Hardware. Third Party Hardware Maintenance shall cover repairs and adjustments to keep the Third Party Hardware in good working order that are required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other

- connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).
- b. Xerox shall perform scheduled Third-Party Hardware Maintenance at such times agreed to by both parties at each Third-Party Hardware location. Scheduled maintenance shall be performed as specified in the Third-Party Hardware Maintenance documentation.
  - c. Xerox shall replace parts that are unserviceable as determined solely by Xerox on an exchange basis with new or parts equivalent to new in performance when used in the Third-Party Hardware. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Third-Party Hardware will become the property of Xerox.
  - d. Customer shall perform Key Operator maintenance functions as described in the Third-Party Hardware operator's manuals.
  - e. Xerox shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Third-Party Hardware.
  - f. Customer shall notify Xerox of a Third-Party Hardware failure and shall provide adequate working space, heat, light, ventilation and electrical current and outlets.
  - g. Customer shall place unscheduled maintenance requests for Third Party Hardware by calling the Xerox's service telephone number provided by Xerox.
  - h. Xerox shall not be obligated to provide the following services under these Third-Party Hardware Maintenance terms and conditions:
    - i.) Additional or optional retrofits.
    - ii.) Services as a result of Third-Party Hardware relocation.
    - iii.) Exterior painting of the Third-Party Hardware.
    - iv.) Repair for damages resulting from Customer's neglect or abuse.
    - v.) Performance of normal key operator functions as described in the Third-Party Hardware operator's manuals.
    - vi.) Third Party Hardware reconditioning
    - vii.) Repair of software (other than replacement of firmware).
  - i. Customer agrees to make available key operators or a systems administrator for the Third-Party Hardware. Training, if any, will be provided in accordance with the applicable Price List in effect on the date Xerox accepts the order.

**SERIAL NUMBER AND FACILITIES STANDARDS.** Customer represents that the Third-Party Hardware has a manufacturer's serial number and will at all times be located in facilities which meet all applicable health, environmental and safety standards.

**COMMENCEMENT & TERM, RENEWAL AND TERMINATION OF THIRD-PARTY HARDWARE MAINTENANCE.**

- a. The Third-Party Hardware Maintenance terms and conditions shall become effective upon acceptance of the Order Document by Xerox and shall remain in effect for effect for the number of months set forth in the order (the "Initial Term").
- b. Upon expiration of the Initial Term, unless either party provides at least thirty (30) days' notice before the end of the Initial Term, the Third Party Hardware Maintenance shall automatically renew for successive periods of twelve (12) calendar months on each expiration date, unless written notice of termination is provided by either party to the other at least thirty (30) days before the end of Initial Term of its intention not to renew. Pricing for this renewal term shall be based on the prices listed on the Xerox Price List for Third Party Hardware Maintenance then in effect.

- c. Either party may terminate the Third-Party Hardware Maintenance at any time, with or without cause, by providing the other party with one hundred twenty days (120) prior written notice of termination.
- d. Should Customer terminate Xerox's provision of Third-Party Hardware Maintenance prior to the expiration of the Initial Term, Customer shall purchase from Xerox, at the applicable Xerox and/or Third-Party Hardware manufacturer's published prices, all parts and technical documentation for the Third-Party Hardware in Xerox's inventory on the effective date of termination if requested to do so by Xerox.
- e. If "Pricing Fixed for Term" is identified in the Order Document, the amount you pay Xerox for the Third-Party Hardware Maintenance shall not increase during the Initial Term. Otherwise, Xerox may annually change any of the prices for the Third-Party Hardware Maintenance upon thirty (30) days prior written notice to Customer. Any price increase will not exceed ten (10%) percent of the then current price.
- f. In addition to the address(es) to which notices are to be sent to Xerox as provided in the Agreement, notices required to be sent to Xerox related to Third Party Hardware Maintenance shall be mailed to:

XEROX CORPORATION  
1301 Ridgeview Drive  
Lewisville, TX 75057  
Fax – 800-407-8430

**OUTSIDE SCOPE OF THIRD-PARTY HARDWARE MAINTENANCE.** Third Party Hardware service activities performed outside the scope of these terms and conditions, including, but not limited, to weekend service, key operator functions, product enhancements and engineering changes, will be billed on a time and materials basis at the Xerox rate in effect at the time of the same is performed by Xerox.

**WARRANTY DISCLAIMERS.** Aside from Xerox's obligations to provide Third Party Hardware Maintenance in accordance with the provisions set forth herein, Xerox makes no other representations or warranties relative to such service, express or implied. **XEROX EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATIVE TO SERVICES PROVIDED HEREUNDER.**

Notwithstanding anything to the contrary in the Agreement, Xerox shall not be liable for the loss of any data as a result of performing maintenance activities hereunder, and Customer shall be responsible for all necessary or desired data backup.

**PAYMENT SCHEDULE.** For each Third Party Hardware included in any Cash Purchase order, you will make the payments to Xerox therefor pursuant to the following payment schedule: (i) first payment at the time of your execution of the Order Agreement or Purchase Order in the amount of twenty-five percent (25%) of the purchase price of each Third Party Hardware, and (ii) second payment prior to shipment of the Third Party Hardware from the place where it is manufactured in the amount of fifty percent (50%) of the purchase price of each Third Party Hardware (collectively, the "Third Party Hardware Pre-Payments"). Xerox will not ship the Third-Party Hardware to you until Xerox receives the Third-Party Hardware Pre-Payments required in the preceding sentence. The remaining twenty-five percent (25%) of the purchase price for each Third-Party Hardware will be invoiced to you after the Cash Purchase order commences as provided above. The foregoing payments are exclusive of applicable Taxes that are payable by you and such Taxes may be included in the invoice for one or more of the above-referenced payments or in one or more separate invoices.

# Tab 2 – Products/Pricing

## a) Products/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

Xerox presents our Price Exhibit in **Attachment B**, which includes a complete portfolio of our offerings. Percent discount is presented as a percent off list price by market code. Additional discounts may be available based on the size and scope of the individual offerings.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Xerox complies per the Price Exhibit in **Attachment B**.

## iii. Is pricing available for all products and services?

The Xerox offer consists of highly discounted percent discounts from list pricing, as stated in the equipment Price Exhibit in **Attachment B**. Bulk-buy and promotional discounted pricing for all products and related services may be available at the transaction level, based on individual Customer requirements, the size/scope of the opportunity, competitive demands, etc. Xerox price offerings will include a range of monthly cost options including but not limited to 36- through 60-month services offerings including the ability to offer fixed commitment pricing as well as multi levels of flexibility options using the base equipment pricing as a platform for these offers. Xerox is offering our entire product line and is committed to refreshing technology offers at the same price or lower as new models are introduced over the course of the contract period and renewal options.

As part of our proposal, we have provided a discounted price list for the most common components of our product offerings such as equipment, software, services and solutions in a not-to-exceed model. All products and services provided by Xerox will be bundled into one monthly price for the OMNIA Partners member.

Following are the price lists for all products, services and solutions that Xerox is offering under the terms and conditions of this master agreement. We will amend this list as additional products and services become available. Please see **Attachment B – Price Exhibit**.

iv. Describe any shipping charges.

Equipment prices include standard delivery charges for all proposed equipment. Non-standard delivery or removal will be at the Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up-ending, or disassembling equipment to move through tight doorways or through narrow halls.

v. Provide pricing for warranties on all products and services.

Warranty pricing is available and can be customized based on the product offered and Customer requirements. The description and terms around warranties are addressed within Xerox Full Service/Cost Per copy maintenance agreements.

vi. Describe any return and restocking fees.

Xerox does not charge restocking or return fees.

vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Xerox may provide additional discounts on bulk buy opportunities. Therefore, the pricing provided is the minimum discount and OMNIA Partners members will benefit from the opportunity of lower prices when they procure large individual transactions.

viii. Describe how customers verify they are receiving Contract pricing.

All orders and purchase orders under the Region 4 ESC contract will be processed through the Xerox centralized contracting system irrelevant of the distribution channel placing the order. All orders placed per the terms and conditions of this contract will be placed via the underlying pricing system, ensuring consistency and compliance to the awarded pricing and terms.

ix. Describe payment methods offered.

All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. If the Customer wishes to use a credit/payment card for payment, the credit/payment card must be enrolled in Xerox's auto-pay system, and Xerox will automatically charge the credit/payment one day after the date of each invoice. Restrictive covenants on payment instruments will not reduce Customer's obligations.

x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

All payments are due within 31-days of the invoice date. Xerox will bill the end users, as per the contract terms, in arrears. Xerox will not invoice the Customer until Xerox has received a signed order or purchase order from the Customer, and the equipment has been delivered, installed, and is available for the Customer's use. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. If Customer wishes to use a credit/payment card for payment, the credit/payment card must be enrolled in Xerox's auto-pay system, and Xerox will automatically charge the credit/payment one day after the date of each invoice.

xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

Xerox will add new and/or replacement products at percent discounts consistent with current products in the pricing portfolio.

xii. Provide any additional information relevant to this section.

Xerox does not have any additional information to present.

# Tab 3 – Performance Capability

a. OMNIA Partners documents

b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

## 3.0. Supplier Response (Appendix D, Exhibit A)

### 3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

### 3.1 Company

A. Brief history and description of Supplier.

#### History

The roots of Xerox Corporation go back over 100 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.



**Chester Carlson's Invention**

The use of electricity to transfer an image

*"We are made to think. We take what is and turn it into what will be. We never stop innovating, reimagining, building and doing. And we never stop questioning. We make packaging that talks to you, printers that listen and software that intuitively personalizes and humanizes. Because Made to Think means, we're not just thinking about the future, we're making it".*

#### Xerox Today

With annual revenues of \$9.8 billion we are a leading global provider of digital print technology and related solutions; we operate in a core market estimated at approximately \$67 billion. Our primary

offerings span three main areas: Intelligent Workplace Services (formerly Managed Document Services (MDS)), Workplace Solutions and Production Solutions (formerly Graphic Communications). Our Intelligent Workplace Services offerings help customers, ranging from small businesses to global enterprises, optimize their printing and related document workflow and business processes. Xerox led the establishment of this expanding market and continues as the industry leader. Our Workplace Solutions and Production Solutions offerings support the work processes of our customers by providing them with solutions built upon our broad portfolio of industry-leading printing and workflow offerings. We also have digital solutions and software assets to compete in an approximately \$31 billion adjacent Software and Services market. Our main offerings for this market are focused on: industry-specific Digital Solutions, Personalization & Communication Software and Content Management Software. Headquartered in Norwalk, Connecticut, with 32,400 employees, Xerox serves customers in approximately 160 countries providing advanced document technology, services, software and genuine Xerox supplies for a range of customers including small and mid-size businesses ("SMB"), large enterprises, governments and graphic communications providers, and for our partners who serve them.

To learn more, visit us on [Xerox.com](http://Xerox.com), [Xerox Innovation History](#) and [Xerox Today](#).

### **Xerox Research and Innovation**

We believe that a critical role of our research is to identify new competency areas with attractive addressable markets for the future. Our expertise in technology and printing also uniquely positions us to discover those areas and leverage our innovation to move into adjacencies beyond our current core technology. Accordingly, we have prioritized investments in four key areas: Digital Packaging and Print, AI Workflow Assistants for Knowledge Workers, 3D Printing / Digital Manufacturing, and Sensors and Services for the Internet of Things.

We also see opportunity in our core coming from our ability to deliver physical devices that connect with the digital world as well as purely digital offerings that improve our customers' outcomes. As a result, we direct our research and development (R&D) investments to areas such as workflow automation, color printing and customized communication, as well as to improving the quality and reducing the environmental impact of digital printing. We invest in bringing new capabilities to the market such as our ConnectKey™ software to enable our devices to integrate into digital workflows, as well as in technologies to improve the security of our devices and offerings such as our recent market leading FedRAMP authorization for MPS services. We will continue to invest in innovations to improve the reliability, IQ and cost of our printing devices, as well as in new services and software that improve our customers' ability to manage their document-oriented workflows.



### **Xerox Values**

Keeping connected to our core values helps us to execute our priorities and strategies and fulfil our mission of delivering excellence to our customers, our shareholders and each other. They are a part of our heritage and are a part of our future.

Since our inception, we have operated under the guidance of six core values:

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

#### B. Total number and location of sales persons employed by Supplier.

Xerox has a nationwide sales presence to support the needs of OMNIA Partner members. Xerox employs 2,733 sales resources located across the United States and covering virtually every metropolitan area. There are three primary sales organizations that cover public agencies nationally:

##### **Xerox Direct Enterprise**

- Under the leadership of regional Vice Presidents, Xerox has Sales Professionals across the United States focuses on Large State Government agencies.

##### **Xerox Business Solutions (XBS)**

- A wholly owned unit of Xerox Corporation, XBS is comprised of a nationwide network of companies (all wholly owned by Xerox) that provide Xerox Sales and Services throughout the US.

##### **Authorized Xerox Sales Agencies**

- Independent Sales Agents that exclusively represent Xerox.

A complete list of all U.S. Sales offices is provided in **Attachment C**.

#### C. Number and location of support centers (if applicable) and location of corporate office.

##### **Support Centers**

Customers enjoy unlimited access to the Xerox Welcome Center for technical issues, supplies or billing inquiries. The Welcome Center provides online support and phone access to our multi-lingual support team. You can contact the Xerox Welcome Center at 1-800-821-2797 (US only). For more assistance, please visit [www.support.xerox.com](http://www.support.xerox.com).

Our Customer Business Center is another point of contact for customers to call for technical service/repair, make a payment, self-service options (receive copy of an invoice, account balance, address change form, contract date, status of supply order), billing, obtaining quotes, etc. Our Customer Care and Support team can be reached at 1-888-771-5225.

##### **Corporate Office**

Our registered corporate office address for company headquarters is: Xerox Corporation, 201 Merritt 7, Norwalk, Connecticut 06851.

#### D. Annual sales for the three previous fiscal years.

- 2016 Annual Gross Sales: \$10,771 billion
- 2017 Annual Gross Sales: \$10,265 billion
- 2018 Annual Gross Sales: \$9,830 billion

#### E. Submit FEIN and Dunn & Bradstreet report.

##### **FEIN**

Xerox FEIN: 16-0468020.

##### **Dunn & Bradstreet Report**

Please see **Attachment D** for Xerox's Dun and Bradstreet report. D&B Supplier Qualifier Report-Xerox.

#### F. Describe any green or environmental initiatives or policies.

##### **Innovation for Sustainable Products and Services**

From being the first to introduce power-down features to be the first OEM to introduce a global PrintReleaf program, we push the boundaries of what is possible. The industry has taken note. Xerox

recently earned spots on Forbes' JUST 100, Barron's 100 Most Sustainable Companies, and CDP's Climate Change Leaders List.

Since the 1990s, Xerox has focused on "Design for Sustainability" because we recognize that our products have environmental, social, and economic effects throughout their life cycle. Design for Sustainability consists of criteria for each phase of the corporation's product design and delivery process. Design teams are required to respond to each criterion before passing on to the next phase of the process. We developed the criteria based on global standards, market trends, and quantitative analysis. Our requirements for minimizing toxic materials govern our product design and materials selection. We have reengineered or eliminated processes to dramatically reduce the use of toxic materials and heavy metals and have made substantial progress in eliminating the use of mercury. Mercury-containing lamps that scan images and backlight user displays are being phased-out as alternatives become available.

Design for Sustainability has become a way of business for Xerox and extends far beyond adhering to processes. Here are a few ways we are engineering solutions that are making a more sustainable world:

#### **Driving a Paperless Environment with Intelligent Workplace Services**

A Fortune 100 company tapped Xerox to manage its worldwide print infrastructure to support its "paperless" initiative. With our Intelligent Workplace Services, a new offering that transcends Managed Print Services, we are pairing digital alternatives, print authentication, and analytics along with gamification techniques to help them change their company's print behaviors to reduce their reliance on paper as well as helping them reduce their impact on the environment.

#### **Reforestation World's Most Treasured Ecosystems**

For clients leveraging Intelligent Workplace Services, we provide them with an opportunity to opt in to our PrintReleaf partnership, which is akin to a carbon-offset program. We leverage paper usage reporting that equates the number of trees needed to reforest that usage on an equivalent basis in geographic areas of need. Xerox helps customers select the managed forestry projects where their trees will be planted in addition to tracking and reporting on their direct reforestation impact.

Since launching this program in 2018, Xerox and our clients have reforested more than one hundred thousand trees across the world, from the Amazon to Madagascar, offsetting more than one billion pages. With one tree absorbing more than one ton of carbon dioxide in its lifetime, this program thus far will offset nearly two hundred million pounds of carbon dioxide.

#### **Pioneering IoT Sensors to Advance the World's Infrastructure**

Sensors designed for the Internet of Things (IoT) have potential to transform the world, enabling real-time visibility and optimization of physical systems. PARC, Xerox's research and development company, is pioneering ways IoT sensors can help us build a better working world. These sensors can allow companies to monitor assets and determine maintenance needs, reducing the need for costly physical site inspections. We are currently piloting this technology with such companies as Con Edison in Queens, New York, and with VicTrack, owner of the Victorian Government's rail transport land in Australia. With infrastructure deteriorating across significant regions of the world, PARC is looking at ways to scale this technology and use it on other critical assets.

#### **100% of New 2018 Products Earned ENERGY STAR Status**

In 2018, 100 percent of all our new eligible product introductions achieved ENERGY STAR. This continued success in cutting the power consumption of our laser-based printing products was achieved by adjustments in the fuser design, changes to the properties of the toner, and more efficient electronic controls and performance of the xerographic system.

The ENERGY STAR program introduces progressively more stringent requirements over time. Xerox and other industry members worked together in conjunction with the EPA to develop the latest set of criteria.

The most recent revision of the ENERGY STAR Imaging Equipment 3.0 criteria becomes effective October 11, 2019. While the standard is challenging to meet, our goal remains to have 100 percent of our newly eligible products achieve this label. In addition, many existing products were redesigned to be more

energy efficient, meeting 3.0 criteria. These energy requirements serve as the foundation for other eco-labels, such as EPEAT and Blue Angel, and show our ongoing commitment to reduce product energy consumption. Learn more about the ENERGY STAR program and view current Xerox eco-label registered products at [www.energystar.gov](http://www.energystar.gov).

### **Focused on Eliminating Waste with Packaging and Distribution**

Packaging and distribution are integral parts of 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 extensively to be shipped with minimal required packaging. Eliminating or reducing packaging wherever feasible conserves natural resources and decreases fuel use for distribution. Doing so represents a sustainability win for business and the environment.

### **Managing Products through the Full Life Cycle**

Xerox integrates life cycle thinking into our product and service development activities as well as our innovation activities. Lifecycle Assessments (LCAs) are a means of technically evaluating the environmental impact of a product's materials, manufacturing, distribution, use, and end-of-life. We conduct full LCAs in accordance with 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. Full peer-reviewed LCAs were performed on our AltaLink and VersaLink devices and many of our other laser technology devices (WorkCentre 5325/30/35, WorkCentre C60/C70, and Phaser 6510). These LCAs directly contribute to our achieving the Electronic Products Environmental Assessment Tool (EPEAT) Gold certification for these configurations. We encourage our clients to learn more about how their printing behavior affects the overall carbon footprint of their organization from a life cycle perspective.

### **EPEAT: A Fundamental Part of Our “Design for Sustainability” Approach**

EPEAT is composed of criteria spanning corporate and product requirements (50+ requirements for imaging equipment). EPEAT certification is a rigorous process, entailing both a third-party desk review for initial certification and random product verification audits once certified.

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, aids in the future success of the program, and supports the program's global expansion.

In 2018, we expanded our registration of products to Canada, the UK, France, Germany, Netherlands, Belgium, Luxembourg, Switzerland, Norway, Sweden, Finland, and Denmark, making Xerox the first imaging equipment manufacturer to register EPEAT products in Europe. Since 2014, Xerox has committed to launching all new eligible office products with EPEAT Silver or Gold certification. For example, all new VersaLink and AltaLink products are EPEAT Silver or Gold, as we continue to design our products with the environment in mind. 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.

### **EHS&S Policies and Standards Govern Product Design**

Our product design is governed by global regulations and Xerox Corporate Environment, Health, Safety & Sustainability (EHS&S) Policy, which states that Xerox will:

Comply with applicable environment, health, and safety laws; rules; regulations; and Xerox standards;  
Take appropriate measures to protect the environment and health and safety of our employees, clients, suppliers, and neighbors from unacceptable risk;

Take appropriate measures to prevent workplace injuries and illnesses and provide employees with a safe and healthy work environment;

Assess environment, health, and safety effects before starting a new activity or project;

Comprehend environment, health, and safety effects in the design and acquisition of products and services;

Eliminate unacceptable risks from facilities, products, services, and processes;

Strive for continual improvement of its environmental management system and to conserve natural resources, eliminate the use of toxic and hazardous materials, prevent pollution, recover, reuse, and recycle;

Address climate change by reducing the carbon footprint of our operations, products, and services; and

Require suppliers to adhere to applicable environment, health, and safety laws; rules; regulations; and Xerox Standards.

The Xerox EHS&S Standards provide consistency and guidance for meeting the policies. Our product standards encompass the following: energy efficiency, chemical management, packaging, parts reuse and recycling, electrical and mechanical safety, ergonomics, electromagnetic emissions, noise, fire resistance, and materials safety. Xerox business teams and our EHS&S organization review our products at each stage of the development process for conformance with environmental, health, and safety standards, which is a requirement for the introduction of any product. All Xerox standards ensure our products have the appropriate labels and information needed to meet all safety and environmental label requirements to keep our clients appropriately informed. All products meet required industry labeling standards for each market.

Xerox has long incorporated environmental and safety considerations into product design. Internal processes ensure that product design teams are aware of regulatory and market-driven changes affected by product design. Our product development and delivery processes include environmental evaluations of materials and parts selected, products in use, and end-of-life. These processes ensure that product design teams can incorporate timely environmental metrics and product safety considerations into new products in development.

We solicit feedback from clients and other stakeholders and take a forward-looking view of global trends in technology, regulations, and eco-labels.

### **Putting Health, Safety, and Compliance First**

Client health and safety as well as compliance with global regulations are key considerations in Xerox innovation. Our Environment Health, Safety, and Sustainability team is engaged with our researchers and product development teams from the earliest product conception throughout the development process. See Putting Clients First—Safety of Products and Services for more details.

### **Striving for a Circular Economy**

Beginning with our first commercial product, the Xerox 914, we introduced electronics remanufacturing long before the term “circular economy” became popular. Our vision was to transform Xerox manufacturing, operations, offices, and facilities into waste-free workplaces. We had this same vision for our clients’ workplaces: a world where electronics and supplies at the end of their useful life would come full circle to become the raw materials of tomorrow. In this model, quality and performance are not to be compromised, precious natural resources are conserved, and waste becomes an obsolete term. Six decades later, we continue to demonstrate that a circular economy delivers environmental, economic, and societal benefits.

Our aim is to design products, packaging, and supplies that make efficient use of resources, minimize waste, reuse material where feasible, and recycle what cannot be reused. To meet this commitment, we developed several collection and waste reduction programs, as well as design and business models in line with the key elements of a circular economy.

### **Waste as a Resource**

The Xerox Green World Alliance (GWA) provides a collection and reuse/recycling program for spent consumables. The Xerox Product Takeback and Recycling Program efficiently manages equipment at end-of-life, thereby diverting material from landfills and reducing the demand for raw materials. Collected toner from spent cartridges is used for color additives as well as returned to Xerox for reprocessing.

### **Design for the Future**

This approach ensures that our products and packaging placed on the market today can ultimately be reused, fit end-of-life management processes, and meet client needs in the future. Our comprehensive Design for the Sustainability approach engages design teams in all phases to innovate for the circular economy. Our packaging design goes beyond regulatory requirements by prioritizing a “reduce, reuse, recycle” strategy.

### **Adaptive Business Model**

Xerox has an adaptive, leased product business model through which we can guarantee 100 percent of the equipment is returned for optimized end-of-life processing. This model also ensures that our design process prioritizes equipment longevity and reuse and allows for ultimate recycling.

### **Takeback and Recycling**

Our GWA initiative, as noted, is a collection and reuse/recycling program for clients for their used imaging supplies. GWA is central to our commitment to waste-free products. More than thirty-five countries currently participate in the Xerox GWA. Worldwide, our clients returned more than 6.1 million cartridges, toner containers, and other used supply items in 2018, equating to four thousand metric tons, down roughly six hundred metric tons from 2017. The decrease is based on a decline in volume of customer returns in the U.S. market. In 2018, Xerox received the Non-Product Award from the US EPA's Sustainable Materials Management Program for its Green World Alliance program's significant positive sustainability impact.

Returned products are sorted, and items suitable for remanufacturing are cleaned, inspected, and then remanufactured. Remanufactured consumables, containing an average of 90 percent reused/recycled parts, are built and tested to the same performance specifications as new products. Items that are not suitable for remanufacturing are recycled or recovered through energy from waste. Recycled waste toner and toner reclaimed from manufacturing that qualifies for reuse may account for 25 percent of the weight of new toner without compromising toner functionality. Reusing waste/reclaimed toner saves several million dollars in raw material costs each year. Of the toner that cannot be reclaimed, 75 percent is recycled by our consumables recycling partner, while the remaining volume is utilized at energy from waste facilities to generate steam and electricity.

### **Equipment and Parts Takeback and Recycling**

We have developed a comprehensive end-of-life product takeback system, which processes assets through remanufacture, refurbish, parts reuse, recycling, or broker sales, each of which fully supports our waste-free initiatives. Our reverse logistics center is certified to R2, demonstrating our commitment to responsible management of end-of-life equipment and consumables.

We design our machines with high durability and reuse capability to facilitate many product life cycles. During the active phase of a product, all returned equipment and spare parts are evaluated for reuse opportunities throughout the supply chain. All parts and equipment that are not destined for reuse have specific guidelines to facilitate easy and consistent recycling. Xerox enables equipment reuse according to the following principles:

Reuse of complete end item: This approach requires the least reprocessing, transportation, and energy usage.

Remanufacturing or conversion into a newer-generation product or part: Product families are designed with a high level of commonality to enable maximum reuse. This allows us to remanufacture to “as new” performance specifications while reusing 70 to 90 percent of the machine components by weight without degradation of quality or performance.

Used equipment: Equipment returns are evaluated for potential reuse. Based on the condition and market demands, equipment may be put through an extended maintenance/verification process to return it to a high standard and then be redeployed. Approximately 50 percent of machines returned in the U.S. are given new life by being sold as used or sent for remanufacturing of some sort.

Reuse of major modules, subcomponents, and parts for spares or manufacturing: Many of our machines that have outlived their useful life are stripped of usable parts and components before the scrap/reclaim process. Used spare parts returned from the field are also included in this reuse stream. Xerox has continually been increasing the number of components that are reused in upstream and downstream processes after the original machine has been designated for recycling.

Material recycling: After the processes noted above have been followed, any remaining portion of a machine is stripped of any recyclable material (e.g., plastics, copper wire) and material requiring special disposal services, such as printed wire boards, batteries, and lamps. The remainder of the machine is then sent to an industrial reclaim facility.

Post-consumer recycled plastic content: All Xerox products contain from 0 percent to 5 percent post-consumer recycled plastic content.

Xerox participates in several European Union member state Waste Electrical and Electronic Equipment (WEEE) programs; equipment collected and recycled through these programs is not included in our recycling data. In geographies where Xerox exercises direct control over the end-of-life management of equipment, return rates are high. In 2018, 8,600 metric tons of equipment and parts-related waste were diverted from landfills to recycling at our U.S. Reverse Logistics Center. Globally, that volume rises to 9,400 metric tons.

E-Waste: While Xerox has long been committed to responsible end-of-life management of equipment, the proliferation of e-waste regulations has created a need for many separate programs in different countries and even states. We carefully manage suppliers that provide recycling and waste disposal services to ensure that our clients’ returned equipment is protected from data breaches and improper disposal. Xerox does not allow its vendors to send electronic scrap to developing nations for processing. In addition, we strive to work only with electronic waste recyclers that have implemented voluntary programs certified by accredited organizations, including Sustainable Electronics Recycling International’s (SERI) Responsible Recycling (R2) standard or the Basal Action Network’s e-Stewards standard. This past year marks the third year in a row that Xerox has received the U.S. EPA Sustainable Materials Management GOLD Award for its responsible end-of-life processes.

### **Responsible Operations: Reducing our Company-wide Environmental Footprint**

With goals to reduce environmental effects across our value chain, we invest in solutions that can conserve natural resources and lower the energy intensity of our operations. A few examples include:

Energy management and equipment upgrades, such as utilizing “free cooling” systems in place of mechanical cooling for chilled water systems and installing a new air compressor and compressed air system; and

Efficiency-promoting initiatives, including optimizing operation of pumping and air handler systems.

All of our major manufacturing sites, distribution operations, and some of our administrative offices employ an Environmental Management System (EMS) that conforms to ISO 14001:2015.

The system:

- Establishes a framework to ensure compliance with regulations and Xerox standards;

- Identifies environmental effects considering a life cycle perspective and sets objectives and performance targets;
- Identifies, manages, and addresses risks and opportunities related to environmental aspects, compliance obligations, other issues or other needs, and expectations of interested parties;
- Strives for continual improvement by conserving natural resources, eliminating the use of toxic and hazardous materials, preventing pollution, and recovering, reusing, and recycling materials;
- Ensures integration between day-to-day business activities and environmental planning and program management; and
- Encourages innovative engineering solutions, creative partnerships, and employee involvement.

Our major manufacturing operations have been certified to ISO 14001 since 1997. Our major worldwide technology equipment distribution centers achieved certification in 2010. Quarterly status meetings and use of an environmental performance scorecard provide visibility, best practice sharing, and innovation across our operations.

### **Energy Goal 2025**

In 2003, we made a public commitment to reduce GHG emissions—our carbon footprint—by joining the U.S. Environmental Protection Agency (EPA) Climate Leaders program and launching our own internal Energy Challenge 2012.

This 10-year initiative set a goal to reduce GHG emissions across all company operations by 10 percent by 2012. We met this target six years ahead of schedule and set increasingly stringent targets as each previous target was met. By 2016, our cumulative GHG reduction totaled 302,000 tons of carbon dioxide equivalents (CO<sub>2</sub>e).

In 2018, we established a new corporate-wide, science-based energy goal to reduce energy consumption and GHG emissions by 25 percent by 2025 (from a 2016 baseline).

As a U.S. Department of Energy Better Plants® Challenge partner, we pledged to improve energy performance by 25 percent over a 10-year period across all our U.S. manufacturing operations in 2018.

Energy and GHG totals are associated with fuel consumption by company-owned fleet and natural gas/electricity consumption in facilities. Vendor invoices from utility and fuel providers are the preferred source of data; when unavailable, estimates have been used.

In accordance with the Greenhouse Gas Protocol and to make annual data comparable, we adjust the energy data each year as a result of the opening and closing of facilities and use of more appropriate emission factors that are available. Revenue is from continuing operations.

### **Greenhouse Gas Inventory**

In accordance with the international guidelines of the Greenhouse Gas Protocol developed by the World Resources Institute and the World Business Council for Sustainable Development, we track the six major GHGs: carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF<sub>6</sub>). As noted, we express our carbon footprint in terms of carbon dioxide equivalents (CO<sub>2</sub>e).

Energy sources account for more than 99 percent of our GHG emissions. Our GHG inventory includes direct emissions from the combustion of fossil fuels, primarily natural gas (Scope 1), and indirect emissions from purchased electricity and steam at our manufacturing sites, offices, and warehouses (Scope 2). The inventory also includes the combustion of gasoline and diesel fuels in our service and sales vehicle fleet (Scope 3).

As a result of the opening and closing of facilities, changes to fleet inventory, and availability of more appropriate emission factors, baseline adjustments are made each year, which are reflected in the Energy Consumption and GHG Emission charts. We continually strive to expand our GHG tracking of indirect, or Scope 3 emissions. We currently track Scope 3 emissions from end-of-life treatment of sold

products, employee business travel, product transport, employee commute, and waste generated in operations.

In 2018, Xerox GHG emissions totaled 151,877 metric tons of CO<sub>2</sub>e, which is a 15 percent reduction from a 2016 baseline. About 60 percent were direct emissions from the combustion of natural gas, gasoline, and diesel fuel. The remaining 40 percent of the GHG emissions total were indirect emissions from purchased electricity and steam. Xerox-owned or leased facilities, such as manufacturing sites, offices, and warehouses, are associated with 58 percent of our direct GHG emissions. The remaining 42 percent are direct emissions from our service and sales vehicle fleet and other mobile sources.

### **Scope 3 Emissions**

Scope 3 emissions result from activities associated with Xerox activities but take place at a third party and/or arise from sources not owned or controlled by Xerox. Therefore, the collection of indirect, or Scope 3, GHG emissions is challenging. The probability of data inaccuracy with these emission estimates is higher than for Scope 1 or 2 emissions due to the limited availability of data from the supply chain and a lack of transparency in the data collection process.

To overcome some of these challenges, we calculate Scope 3 emissions according to the Greenhouse Gas Protocol Corporate Value Chain (Scope 3) Accounting and Reporting Standard. This standard provides requirements and guidance to collect, prepare, and publicly report a GHG inventory that includes indirect emissions. The Scope 3 emissions information is also used to prioritize our GHG emission reduction efforts and to integrate consideration of carbon impact into our sourcing and internal decision-making.

### **Third-Party GHG Verification**

Our 2018 Scope 1, Scope 2, and Scope 3 GHG emissions have been verified by a third-party verification/assurance company in accordance with ISO 14064-3:2006 against internally defined methodology described in our inventory management plan, and the principles of transparency, accuracy, consistency, completeness, and relevance.

### **Climate Change Risks and Opportunities**

Xerox has examined the regulatory, physical, and commercial risks and opportunities associated with climate change across our value chain.

We assess and manage our carbon risk by maintaining both a comprehensive GHG emissions inventory and a mature regulatory tracking function that provides the necessary information to stay abreast of developing regulations. We do not consider our company to be subject to unique risks due to changing weather patterns, rising temperatures, or sea level rise, but we recognize that our business and clients could be affected by more frequent disruptions because of severe weather in locations where we operate. We may need to invoke our business continuity and resumption plans to aid clients and employees who are affected by business disruptions because of severe weather. We have experience working to ensure continuity of critical applications by prioritizing business needs and developing client-specific preparedness plans where appropriate. These plans include communication with employees and clients, management of employee health and safety issues, business continuity and resumption processes, as well as interaction with government organizations.

We recognize that the costs of energy and concerns around energy security are issues that affect both our operations and our clients. To meet our commitment for "Reducing Energy Use and Protecting the Climate," our long-term strategy is to continue to invest in technologies that reduce the carbon footprint of our operations and develop technology solutions that help our clients reduce the energy and environmental effects of their businesses.

### **Materiality**

We annually assess CSR topics that are of importance to our stakeholders and those where we can have the greatest economic, social, and environmental effect at local, regional, or global levels. We follow the protocol specified in the Standards of the Global Reporting Initiative (GRI). We examine changing

external factors, including regulations and standards, social challenges people face around the world, our evolving business model, and the environmental impact of our products, services, processes, and operations. Our assessment includes interviews and workshops with internal stakeholders and Xerox leaders, discussions with external stakeholders, and feedback from our employees. Our conclusions:

Managing operations responsibly across our value chain—from decreasing environmental impact and protecting client privacy to promoting diversity and ensuring ethical behavior—remains a priority.

Product, service, and operations-related opportunities, such as improving energy efficiency and expanding access to technology, represent the leading areas where we can create value for society and for our business. Enhancing health, safety, and labor conditions in our global value chain is among the most important ways we can drive sustainable development.

### **Client Health and Safety**

The health and safety of our employees, workplaces, and customers is of paramount importance.

Compliance is the foundation of our effort. We evaluate all potential health and safety hazards, including the ways different hazards may interact. Furthermore, we take a conservative position on the potential health risks to our employees and clients, always meeting or exceeding government safety regulations.

### **Compliance**

We have robust processes for tracking regulatory violations and nonconformity with voluntary codes and labels. In 2018, no such instances resulted in fines or sanctions. We also have a comprehensive process in place for tracking client concerns and other field events. All client issues, such as incidents involving component failures and other potential safety concerns, are investigated carefully to determine the root cause and monitored for trends. Corrective actions are implemented as necessary.

Our safety and supplier processes enable us to meet global regulations governing chemical use. Since 2007, Xerox's newly launched products have been designed to meet the European Restriction of Hazardous Substances (RoHS) requirements in all markets. However, where regulations allow, some products may contain parts with small amounts of RoHS substances to avoid premature disposal of existing parts that have usable life. Similar types of legislation continue to be implemented in many other market regions. Through our proactive regulatory tracking process, we expect to be fully compliant with all aspects of these regulations as the provisions become effective and applicable. In 2018, we reported no issues with noncompliance to RoHS. In addition, Xerox proactively collects data from our suppliers on the presence of REACH regulated substances to provide information to downstream users. The substance review process can also result in a request to the supplier to determine if a suitable alternative is available.

### **Safe Products and Services**

Safety has always been a cornerstone of our work in product development. Our comprehensive Product Safety Plan details our health and safety requirements, and all Xerox imaging equipment is assessed for conformance to these standards.

Clients are encouraged to review product safety information and understand the environmental profile of our devices. User guides contain information regarding safe use and any applicable hazard warnings. Our Product Safety Data Sheets (PSDS) offer environmental, health, and safety information for each Xerox device. Safety Data Sheets (SDS) identify hazards associated with specific materials and describe how they can be safely handled, used, stored, and disposed of. Both our SDS and product labeling have been updated to meet the requirements of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS) as implemented through regulations in our various markets. Clients can access PSDS and SDS in different languages at [www.xerox.com/environment](http://www.xerox.com/environment).

### **Materials**

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. 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 (i.e., were healthier) 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 bioaccumulative 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. Learn more at [www.xerox.com/environment](http://www.xerox.com/environment).

Toxicologists conduct a comprehensive assessment of new materials in our products to ensure conformance with applicable global registration, hazard communication, and waste handling and disposal requirements. In addition, our strict internal standards set firm controls on the types of materials approved for use in our consumable products. As a result of our stringent requirements, Xerox toners and office printing products are noncarcinogenic and nonmutagenic. These products do not: cause adverse developmental or reproductive effects; pose a toxicity hazard to humans or aquatic species; cause a permanent adverse effect to the skin, eyes, or respiratory system; or have the potential to generate federally regulated hazardous waste. Xerox sells imaging supplies through its distribution network that are manufactured by other companies for use in other Original Equipment Manufacturer (OEM) printers. We review these supplies to ensure compliance with appropriate regulatory requirements and our own stringent standards.

### **Ergonomics**

We consider the ergonomic aspects of our products from both a user and service standpoint to ensure inclusion and operability. Our design teams consider all points of human interface, including a product's height, curves, and placement of touchscreens and paper trays. We also place a high value on the end-user experience through human factors, industrial design, and user interface design to promote ease of use, ease of learning, and transfer of learning. Product design teams work directly with clients in our labs to test and continually improve the usability of new products.

### **Machine Emissions**

Consistent with the world's most stringent ecolabels, we design products to control emissions of chemicals. As a result, current products have achieved chemical emission levels that are well below global regulatory requirements—often at or near the detection limit of our measurement equipment—and are considered to have a negligible impact on clients' work environments. We publish emissions data for our products in our PSDS.

### **Accessibility and Mobility**

In the print industry, Xerox was the first in many ways to design products that are accessible and easy to operate by all users, including people with disabilities. Our dedicated team of design professionals upholds that commitment for the products and services we provide.

To make our systems accessible for people with disabilities, Xerox has developed several accessories, such as angled consoles, Braille console labels, magnifying lenses for visually impaired users, and "start print" foot switches. We design software for embedded web servers and print drivers to be compatible with screen readers to enable people with visual impairments to operate them. On an ongoing basis, we strive to improve our performance around accessibility and adapt products so that ease of use is not compromised.

Xerox stepped forward in 1998 when Congress amended Section 508 of the U.S. Rehabilitation Act of 1973. We developed solutions to adapt our technology for use by government workers who are disabled. We also established a rigorous process to evaluate our products' compliance to meet Section 508 accessibility requirements. In the near future, Section 508 rules will change, and new input is expected to

come from the European Union and the Far East. Learn more about our efforts pertaining to Section 508 accessibility requirements at Xerox.com.

Our focus on increased mobility has expanded with the anywhere, always-on enterprise. We're enabling enterprises to manage a complex infrastructure, as employees are bringing their own devices to work and demanding the same seamless, secure ability to find, use, and print business documents. Xerox technology, such as mobile print solutions, is enhancing easy access to information.

### **Xerox Replacement Cartridges (XRC) — Reducing Solid Waste**

For XRC products, Xerox packaging engineers replaced hot wire expanded polystyrene end caps with inflatable air bags. Upon receipt of the package, the air bags are easily deflated, producing far less solid waste by mass and cubic volume compared to polystyrene; this change is an environmentally preferable alternative.

### **Shifts toward More Energy-Efficient Technologies**

One example is Xerox's commitment to emulsion aggregation (EA) technology, or chemical toner, which is estimated to generate 28% fewer GHG emissions in the manufacturing process than conventional toner.

### **Increased Reliability of Xerox Equipment and Parts**

Digital technology has improved the reliability of components inside our products. This reduces service calls, which results in fewer miles driven by Xerox technicians and less gasoline consumed.

### **Efficient Use of Paper**

Including reliable two-sided (duplex) printing, Xerox equipment and software are also designed with features that allow customers to make efficient use of paper. Software products such as DocuShare®, SMARTsend® and FreeFlow® Digital Workflow Collection help Xerox customers reduce paper consumption by facilitating electronic data management, scan to e-mail, print-on-demand and distribute-then-print workflows.

### **Solid Ink**

Xerox introduced print technology utilizing solid inks that contain no plastic and/or encasements whatsoever. The ink cartridges are made out of a crayon-like substance that is inserted much like a standard cartridge and the ink is literally melted onto the paper. This innovative technology results in minimal waste and generates virtually no waste.

### **Toner & Parts Recycling**

Returned products are sorted, and items suitable for remanufacturing are cleaned, inspected and then remanufactured. Items that are not suitable for remanufacturing are recycled or recovered through energy from waste.

Xerox follows an effective cartridge recycling process that contributes nothing to our landfills.

### **Managing Supplies Responsibly**

Xerox has partnered with Close the Loop, Inc. to ensure the raw materials in the toner cartridges you return are recovered and reused. The closed-loop process ensures no waste ever reaches the landfill and reduces the demand for raw materials by reusing toner cartridge byproducts.

Close the Loop® (CtL) is a world leading recycler of toner cartridges and imaging supplies. Xerox has partnered with CtL to collect and manage toner recycling using a patented materials separation process that recovers used materials for reuse in new products.

### **Remanufacture**

On average, approximately 60% by volume of the used cartridges returned to Xerox are remanufactured. Remanufactured cartridges, containing an average of 90% reused/recycled parts, are built and tested to the same performance specifications as new products. Remanufacturing a cartridge saves up to 80% of the energy that would be required to produce a new cartridge and keeps on average 2 lbs. of used

materials from winding up in landfills. Since millions of pounds of cartridge waste are disposed of each year, remanufacturing is an important environmental solution.

### **Recycle**

The other 40% of supplies returned to Xerox are recycled to recover all the component materials. The average returned used cartridge is composed of 40% plastic, 40% metal and smaller amounts of rubber, paper, foam, and toner. Xerox has partnered with Close the Loop to recycle all returned cartridges that do not meet our stringent standards for remanufacture. CtL uses a patented process to break down a cartridge into its component parts. After separation and cleaning, the components are returned to the market as usable raw materials, with zero waste to landfill.

### **Rehabilitate**

CtL also reuses plastic in the manufacture of a durable construction product called eLumber®. eLumber is a timber replacement product that is particularly useful in outdoor applications such as raised flower beds, planter boxes and fencing. Each year thousands of dollars' worth of eLumber are donated to Habitat for Humanity for use in housing for low-income families and their disaster response program.

### **Product Take-Back and Recycling**

Begun in the early 1990s, Xerox has pioneered the practice of converting end-of-life electronic equipment into products and parts that contain reused parts while meeting new product specifications for quality and performance. We have developed a comprehensive process for taking back end-of-life products, and have established a remanufacture, parts reuse and recycling program that fully supports our waste-free initiatives.

### **G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program**

As a global leader in business process and document management, Xerox recognizes that having a diverse supplier pool is a major competitive advantage and a powerful business tool. Xerox's Supplier Diversity Program's mission is to proactively identify, build relationships with, and purchase goods and services from certified small businesses as well as enterprises owned by minorities, women, veterans, gays and lesbians, and disabled persons that can help Xerox achieve its corporate objectives as suppliers to Xerox. Also, through Xerox's dedicated Divers Alliance Program, we are committed to understanding and supporting our customer's supplier diversity goals and objectives. Specifically, Xerox in connection with the Master Agreement will support Region 4 ESC by offering solutions which include certified HUBs or other certified diverse subcontractors as part of our offer where applicable and practical. While Xerox is not a certified diverse company, we believe selecting Xerox would give Region 4 ESC the best of both worlds by working with the leading global document management company which is committed to having practical and useful diverse certified subcontractors directly supporting our contract with you.

### **H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprise such as minority and women owned, small or disadvantaged, disabled veterans, etc.**

Xerox is not a certified diverse company; however, we do work with certified diverse companies to provide direct and indirect spend as part of our offer to our customers.

### **I. Describe how supplier differentiates itself from its competitors.**

Today's Xerox is a leader in print technology and intelligent work solutions using the advantages of our people, our approach, and industry leading technology to solidify our stronghold in a number of competitive markets.

**Our Approach**

- We have deep industry knowledge and take the time to understand our clients' business and how they work, to build and create solutions – to help them achieve their goals.
- We work with clients to innovate, incubate and explore new solutions to critical business challenges.
- Using user centric design, we study how people work in order to make it better.
- We know every workflow is different, so we strive to create solutions that match each need.

**Our Market Position**

- MPS Market share leader and thought leader according to leading Industry Analyst Firms.
- Xerox is the most decorated and experienced vendor in the Managed Print Services Landscape. All three major industry analysts, (Quocirca, IDC, InfoTrends) have placed Xerox as the top provider in the MPS landscape in their most recent market reports.
- We maintain our No. 1 position in worldwide equipment sales revenue and No. 1 marketshare in production color.
- Managing billions of printed pages per year with unparalleled global delivery.
- Tight integration with technologies used by today's workforce enabling access to cloud-hosted services, exceptional customized experiences, and maximum productivity.

**Our People**

- We never give up – whether it is providing support to customers, developing a better way to help customers work better, or pushing the limits of technology and software innovation.
- We believe collaboration and teamwork are the only way to achieve success.
- We attract, hire and retain the top talent with the best skills.
- Named one of the World's Most Ethical companies by Ethisphere Magazine, for 12 consecutive years.
- Named one of the World's Most Reputable Companies by Forbes and Reputation Institute.
- Listed as one of the World's Most Admired Companies by Fortune Magazine.

**Our Technology and Innovation**

- World renowned innovation and expertise – including printing, advanced color science, digital and video imaging, workflow automation, connectivity, and analytics.
- We are innovators and inventors and our people have over 10,307 active patents. Xerox is one of the top 20 patent producing companies in the world.
- Over \$1 billion is invested in R&D and engineering each year.
- Xerox has been the force behind many major technology breakthroughs – such as the ConnectKey interface and the adaptive color technology – which have transformed how work gets done.

**Security Protocols Providing the Upmost Protection for our Customers**

- Multifunction devices are sophisticated, multiple sub-system network platforms, and Xerox offers the broadest range of security functionality on the market, including encryption, authentication, authorization per user and auditing.
- ISO 15408 Common Criteria for Information Technology Security Evaluation is the only internationally recognized standard for security certification. Xerox was the first manufacturer to seek and obtain certifications for “complete” MFP devices. Because each element of the multifunction platform is a potential point of entry, meaningful security certification must

comprehend all elements, including the operating systems, network interface, disk drive(s), Web server, PDL interpreter(s), MFP user interface, local hardware ports and fax system.

- Users of Xerox® ConnectKey® Technology-enabled 'i-Series' Smart MFPs also now have the option to encrypt PDF files with a password when using the Scan to Email service allowing only authorized users to see documents.
- From the introduction of the first digital products, Xerox has recognized the risk of retained data being inappropriately recovered from non-volatile storage and built features and countermeasures into our devices to help customers safeguard their data.
- Many Xerox® devices include features to protect the printer or MFP from unauthorized remote access, protect the confidentiality of data transmitted to the device via the network, control which devices can access the MFPs and control the ports, protocols and services that can be accessed on the device.

**J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.**

**Bankruptcy**

Xerox has not filed for bankruptcy or other of form of debt resolution.

**Litigation**

In the ordinary course of its business, Xerox, its subsidiaries and affiliates are routinely the subject of litigation that asserts a variety of claims, sometimes including employment-related claims. Please see Xerox's Annual (Form 10-K), Quarterly (Form 10-Q) and Current (Form 8-K) Reports filed with the U.S. Securities and Exchange Commission (SEC) for information on material litigation. These reports are available to the public on the SEC website and on Xerox's website <http://www.xerox.com/investor>.

**Reorganization**

Xerox recently announced that its Board of Directors has approved a reorganization of the Company's corporate structure into a holding company structure, pursuant to which Xerox Corporation will become a direct, wholly-owned subsidiary of a new holding company that will be named Xerox Holdings Incorporated. The reorganization is subject to shareholder and regulatory approval. The purpose of the reorganization is to provide the Company with strategic, operational and financial flexibility. Business operations, directors and executive officers of the Company will not change as a result of the reorganization. The reorganization will not impact our ability to serve OMNIA Partner members.

**K. Felony Conviction Notice: Indicate if the supplier a. is a publicly held corporation and this reporting requirement is not applicable;**

Xerox is a publicly held corporation.

**b. is not owned or operated by anyone who has been convicted of a felony; or**

Xerox is not owned or operated by anyone who has been convicted of a felony.

**c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

Xerox is not owned or operated by anyone who has been convicted of a felony.

**L. Describe any debarment or suspension actions taken against supplier**

Xerox has never been disbarred, suspended or otherwise disqualified from doing business with the federal government.

## 3.2 Distribution, Logistics

### A. Describe the full line of products and services offered by supplier.

We provide the industry's broadest portfolio of document technology and software. Through our innovation and market leadership, we have developed a strong industry reputation and recognizable brand with trusted competencies in bridging the physical and digital printing and communications, both in the office and production markets. Our core capabilities and offerings consist of technologies, solutions and services that simplify workflows, grow revenue and transform the customer experience, as described below.

#### Xerox Technology & Software – Workplace and Production Solutions

<b>Entry Desktop Monochrome and Color Printers</b>	Entry Desktop Monochrome and Color Printers range from small devices to workgroup printers and MFPs that serve the needs of office workgroups. These products help build a platform to effectively manage document workflow.
<b>Mid-Range</b>	Our Mid-Range products offer advanced features with the ability to handle higher print volumes as well as varying paper sizes. Entry and Mid-Range products share common technology, manufacturing and product platforms enabling ease of use and complete office integration.
<b>Cut-Sheet Presses</b>	As the worldwide leader in the cut-sheet color and monochrome production industry our cut-sheet presses provide high speed, high-volume printing. They are utilized for environments that are ideal for publishing, transaction printing, print on demand, and one-to-one marketing, offering the best in high speed, productivity and resolution and color.
<b>InkJet Presses / Continuous Feed Printers</b>	Our inkjet presses offer a broad range of roll fed, continuous feed printing technologies, including waterless inkjet and aqueous inkjet for vivid color, and toner-based flash fusing for black and white. Our portfolio spans a variety of print speeds, image quality, feeding, finishing and media options. High-volume, production inkjet presses are the fastest-growing sector of digital printing. They can help you capitalize on color books, personalized catalogs, trans-promo and direct mail. Our inkjet presses and continuous feed printers — including the industry's first entry production inkjet portfolio — are modular to grow with your business.
<b>FreeFlow portfolio</b>	Our FreeFlow portfolio of software offerings brings intelligent automation and integration to the processing of print jobs, from file preparation to final production, for a touchless workflow. It helps customers of all sizes address a wide range of business opportunities including automation, personalization and even electronic publishing.
<b>DocuShare</b>	DocuShare enterprise content management provides a better way to manage paper and digital content from creation to retention to transformation. Capture, store and share documents either on-premise or by cloud while automating time-consuming, document-heavy processes like accounts payable, HR onboarding, contract management and mortgage processing.

<b>Software Platform</b>	<p>What makes Xerox Printer/Multifunction Printer (MFP) unique is that they are built on the <u>Xerox ConnectKey® Technology platform</u>. This platform enables a Process for Workflow Improvement. It operates with an intuitive tablet-like touchscreen user interface. The platform is an open embedded platform that allows the device to be programmed to address specific workflows. This new capability is driven by embedded or server-based software inside the firewall or in the cloud. As such, the smart Printer/MFP incorporates an ecosystem of hardware, software, and services to address ESC's document and information processing requirements.</p>
<b>Customized Applications</b>	<p>Our apps extend the capabilities of your MFDs and help you make the most of your hardware investment. But unlike traditional software, our apps do not require a dedicated server, PC or IT resource. Instead these apps are lightweight, serverless solutions you can download to your ConnectKey enabled MFP. Xerox has over 100 workplace apps. Here are a few examples:</p> <ul style="list-style-type: none"> <li>- The <u>Xerox® Easy Translator Service App</u>, translates to 35+ languages. Xerox® Easy Translator Service is a cloud translation service. The service offers several levels of translation ranging from scan in a document to a Xerox multifunction printer and receive a translation printed out to the highest level, which is a human word for word translation.</li> <li>- The <u>Xerox® Audio Documents App</u>, an app available for use with your <u>ConnectKey® Technology-enabled devices</u> that will convert a hard copy document to an audio file</li> <li>- The <u>Xerox Proof-Reader Service App</u>, gives users instant access to a powerful tool that checks for spelling, grammar, style, and plagiarism right from the MFP. A report with suggested corrections can be printed and/or emailed to the user, all right from the device. Users also have access to a web portal at <a href="https://xeroxproofreader.com">https://xeroxproofreader.com</a> to upload electronic documents for instant feedback.</li> </ul>

**B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

Xerox sells our products and services directly to public agencies nationally through our national sales force, our authorized independent agents and our wholly-owned subsidiary, Xerox Business Solutions (XBS), formerly Global Imaging Systems (GIS), an office technology dealer comprised of regional core companies in the U.S. Our products and services can be offered in all 50 States, the District of Columbia as well as Guam, Puerto Rico and the Northern Marina Islands.

**C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering; retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.**

All orders and purchase orders under the Region 4 ESC contrast will be processed through the Xerox centralized contracting system irrelevant of the sales channel placing the order. All orders placed, per the terms and conditions of this contract, will be placed via the underlying pricing system, ensuring consistency and compliance to the awarded pricing and terms.

**D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.**

As an integral part of the Xerox Supply Chain Network, Ryder Solutions is our largest third-party logistics partner involved in delivering equipment, parts and supplies. The Ryder relationship with Xerox has evolved over the past few decades in response to a changing transportation environment and Xerox's process requirements. Today, Ryder operates 5 distinct supply chain functions in the process: Several Carrier Logistics Centers, District Parts Center, Truckload (over the road) Transportation, Drayage of ocean containers and management of our LTL network.

The Carrier Logistics Center (CLC) network, made up of 51 locations and 17 different third-party carriers (10 continental US and 7 offshore) involves the delivery, installation and removal of more than 100,000 imaging machines per year, where CLC drivers are trained in product installation, testing and removal. Flawless, seamless execution are essential to deliver outstanding service to Xerox customers.

CLC "Final mile" companies potentially involved in this business in addition to Ryder would include Fidelitone, All Points, Apex, Monarch/NET, Nationwide Electronics, Redman Van & Storage, Safeway/Unigroup, Sullivan Moving, WDS as "onshore" or continental locations, as well as Reliable Transfer and Carlile Transportation in Alaska, GuamPak and/or Guam Transfer in Guam, and Aloha Isle Moving, Valley Isle Express, Takahashi Brothers Trucking, and Hawaii Transfer in Hawaii. We also have CLCs in the USVI and Saipan, should those locations be included at a later date.

The benefits of Ryder and Carrier include:

- Improved productivity
- On-time performance and Achieved metrics
- Consistent outstanding customer service

#### E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Our manufacturing and distribution facilities are located around the world. Our largest manufacturing site is in Webster, N.Y., where we produce the Xerox iGen, Nuvera, Brenva and Direct to Object Inkjet Printer systems, as well as key components and consumables for our products, such as toner. We also have manufacturing operations in Dundalk, Ireland, for components, consumables and printer systems sustainable manufacturing; in Wilsonville, OR, for solid ink consumables and components; and in Aubagne, France, for our Production aqueous ink-jet production systems (Rialto and Trivor). Other Xerox manufacturing plants are located in Venray, Netherlands; Ontario, Canada; and Oklahoma City, OK, where we manufacture materials and components. Additionally, we work with various manufacturing and distribution partners, including a 15+ year relationship with FLEX LTD (Flex) (formerly Flextronics), a global contract manufacturer. We have arrangements with Fuji Xerox Co., Ltd. (Fuji Xerox) under which we purchase and sell products, some of which are the result of mutual research and development agreements. We also acquire products from various third parties in order to increase the breadth of our product portfolio and meet channel requirements.

### 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

As a continued partner of OMNIA Partners, Xerox's objective is to successfully implement the contract to ensure continued contract awareness, adoption and contract revenue growth. To achieve these goals,

Xerox has developed a comprehensive 90-day action plan detailing how we will implement the contract upon award.

Within 30 days of award:

- Implement contract in the Xerox contract management system to enable order taking
- Create and distribute Press Release Announcement of Award
- Distribute Executive Sponsored Contract Award Announcement Communique to the Xerox Executive Leadership Teams and their respective sales and sales support resources, to include contract details, pricing and contract resource support
- Meet with OMNIA Partners Marketing team to develop specific co-marketing strategies to support the contract
- Created OMNIA Partners portal on Xerox.com

Within 60 days of award:

- Conduct contract training with all sales to highlight the benefits of our OMNIA Partners partner relationship, the scope of the contract, pricing, marketing strategies and available resources to support day to day sales activities
- Create co-marketing collaterals

Within 90 days of award:

- Assess success of contract launch and make adjustment as needed

**B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:**

**i. Creation and distribution of a co-branded press release to trade publications**

Xerox will work collaboratively with OMNIA Partners to create a press release to trade publications announcing the contract and highlighting the benefits of our continued partnership. We will amplify the great news through posts on Xerox's corporate social channels.

**ii. Announcement, Master Agreements details and contact information published on the Supplier's website within first 90 days**

Xerox Elite eCommerce Solutions can enable an OMNIA Partners' microsite for the online viewing of Xerox equipment, contract details, Xerox account team contact information and direct links to the OMNIA Partner's website. Xerox Elite eCommerce solutions can typically be launched within 30 days of contract award.

**iii. Design, publication and distribution of co-branded marketing materials within first 90 days**

Xerox will work in partnership with OMNIA Partners Marketing team to design and distribute co-branded marketing collateral for distribution to Xerox Sales, OMNIA Partner Region Managers and on-line retrieval.

**iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**

Xerox attends and participates in many national, state and regional conferences throughout the year, such as NIGP, NAEP, CAPPO and more. Exhibit participation is dependent on current national, regional and local marketing funds.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

Xerox understands the importance of attending and partnering with OMNIA Partners at the Public Sector NIGP Annual Forum. Xerox historically attends the NIGP Annual Form. Exhibit participation is dependent on current available marketing funds.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Xerox will work collaboratively with OMNIA Partners to develop a marketing plan to promote the use of the Master Agreement which may include case studies, co-branded collaterals, campaigns, etc.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Xerox has hundreds of state and local government contracts within the US which, per state law, allow for cooperative purchasing. Listed below are the actual national cooperative group purchasing contracts that Xerox is currently awarded on. Within an active procurement cycle, we provide the contract based on the needs, requirements and requests of the procurement agency. Within every procurement order, Xerox provides an implementation plan to allow for transparent transition from one contract to another.

Cooperative contracts include:

- OMNIA Partners
- GSA Schedule 70
- NASPO ValuePoint
- E&I
- PEPPM
- Sourcewell

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

Because of the tremendous value associated with our brand, Xerox provides our company logo after the review of the use of our logo by the Xerox brand team, prior to the release of any marketing communications. Xerox Corporation shall have ten business days to approve such use prior to publication. Any use of OMNIA Partners Public Sector name and logo or any form of publicity, inclusive of press releases will have prior approval from OMNIA Partner.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

- i Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii Best government pricing
- iii No cost to participate
- iv Non-exclusive

Xerox acknowledges and agrees.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

Xerox acknowledges and agrees.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

**Mark Browning | Vice President**

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

mark.browning@xerox.com

Phone: 717-777-6624

ii. Marketing

**Staci McKee | Global Audience Marketing**

Government | Healthcare | Education

Staci.mckee@xerox.com

Phone: 303-881-3718

iii. Sales

**Rachael Jones Turner | SLED Cooperative Contracts Manager**

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

Rachael.Jones@Xerox.com

Phone: 310-258-6266

iv. Sales Support

**Jennifer Melgar | S&L Cooperative Contract Support Administrator**

NAO – SE Xerox Sales Support Center

Jennifer.Melgar@Xerox.com

Phone: 503-685-2239

**v. Financial Reporting**

**Kathlene M. Andris | Rebate Analyst**

US Customer Business Operations

Kathlene.Andris@Xerox.com

Phone: 847-928-2543

**vi. Accounts Payable**

**Kevin Rowland | Accounts Payable Manager | Systems Support Manager**

CFO Global Operations

Kevin.Rowland@xerox.com

Phone: 585-427-3974

**vii. Contracts**

**Rachael Jones Turner | SLED Cooperative Contracts Manager**

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

Rachael.Jones@Xerox.com

Phone: 310-258-6266

**H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

Xerox is organized from a sales perspective on the basis of "go-to-market" sales channels. These sales channels are structured to serve a range of customers for our products and services.

Mike Feldman, President of the Americas Operations for Xerox Corporation, leads the company's go-to-market teams in the U.S., Canada, Mexico, Central and South America. Our sales go-to-market teams are focused on bringing our full portfolio or product offerings to current and new customers and partners, while maximizing and expanding coverage through direct and indirect channels.

Jim Wallace leads both the U.S. Commercial Named Accounts and the Government, Healthcare & Education (GHE) sales teams.

Jim Manning leads the U.S. Agents, Xerox authorized independent agents.

Ed Bass leads our wholly owned subsidiary, Xerox Business Services (XBS) - formerly known as Global Imaging Systems), an office technology dealer comprised of regional companies in the U.S.

Xerox's Americas Operations Organization chart is presented below.

## Americas Operations Organization



I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

We have found positive results in taking a collaborative approach with OMNIA Partners to market our contract to public agencies to drive both awareness and adoption. We depend on our partner's willingness and support to help carry our message and promote our technology and we have learned that taking a joint approach for these initiatives often yields higher rates of success in the long-term. We encourage sales integration to strategize on account specific opportunities, bridge relationships between the member and Xerox and support customer eligibility questions. During the training and launch of the contract, Xerox will reinforce the role of the OMNIA Partner's Region Managers and will encourage integration during Xerox sales team meetings and one-on-one interaction for account specific opportunities.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Xerox will continue managing the national program throughout the term of the contract by leveraging our superior national infrastructure solely responsible for all aspects of government contracting. The Xerox Public Sector Center of Excellence (COE) ensures contract education nationally, consistency of pricing and controls, compliance to the terms and conditions of the contract, sales reporting and marketing and sales efforts. Within the COE, we have dedicated resources who are responsible for managing each core competency. Throughout the term of the master agreement, this team will lead the efforts to coordinate all aspects of the management of the contract.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Xerox does not make this information publicly available. A significant portion of our revenues is derived from contracts with U.S. state and local governments and their agencies.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Orders are entered into a centralized ordering system 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 ordered or invoiced can be tracked and any needed reporting can be pulled from a centralized database.

## Intentionally Redacted

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Applicable to all four of these situations, whether a formal solicitation or not, as Xerox is requested to participate in a procurement cycle with an OMNIA Partner member, we will provide unique pricing equal to or below the not to exceed pricing based on bulk buy provisions per the terms and conditions of the Region 4 ESC master agreement. If the individual procuring agency requires us to amend those terms and conditions to meet their specific state laws or requirements, we will provide an addendum in conjunction with the master terms and all revenue will be reported under OMNIA Partners.

This concludes Xerox's response to Appendix D, 3.0 Supplier Response.

iv. Describe how Offeror responds to emergency orders.

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. The Xerox Order Entry team reviews and edits the order for validation of pricing (including contract term), invoice addresses, delivery addresses, and overall configuration of a device prior to releasing the order. The order is then routed electronically to the Xerox Warehouse and Logistics. Warehouse will fulfill the order by ensuring that the equipment ordered is shipped to Logistics. Logistics will contact the Customer to schedule the equipment delivery.

In the event a product is required sooner than the Xerox Warehouse can ship to Logistics, there are several options to expedite the order:

1. If expedited delivery of product is known in advance of order signature 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 can be provided as an interim solution for expedited product requests.
4. 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.

v. What is Offeror's average Fill Rate?

Xerox's fill rate is 95%.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of an OMNIA Partner Member's equipment order. In the rare occurrence of a product constraint, Xerox will inform the member that a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the OMNIA Partner Member can cancel the order prior to delivery without penalty to either party.

vii. Describe Offeror's return and restocking policy.



All leased equipment proposed will be covered under a Xerox Full Service Maintenance Agreement (FSMA) for the 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 Full Service Maintenance Agreement (FSMA). FSMA is also offered for customer-owned purchased Xerox-brand equipment guaranteeing the same like-for-like replacement during the term of the FSMA. Xerox highly recommends annual purchase of the FSMA for all Xerox brand customer-owned equipment.

Xerox customers return more than 2.5 million cartridges and toner containers annually through the Green World Alliance recycling program. Together we've kept more than 145 million pounds of waste out of landfills over the past 20 years. Customers may choose several options for recycling Genuine Xerox Branded consumables.

The primary method is using the free Xerox Eco Box or Pallet Return Process to reduce freight and processing requirements. Xerox funds all recycling / recovery costs and shipping costs on EcoBox and Pallet returns.

Customers can also download a pre-paid single item return label to return the supply items. Xerox funds all recycling / recovery costs and shipping costs for those items on our Single Item Return Take Back List. Customers can recycle locally where services are available and product recovery is not beneficial.

**viii. Describe Offeror's ability to meet service and warranty needs.**

All leased equipment proposed will be covered under a Xerox Full Service Maintenance Agreement (FSMA) for the 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 term of the FSMA. Xerox highly recommends annual purchase of the FSMA for all Xerox brand customer-owned equipment.

**ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

The Customer Support Centers (CSCs) are the single focal point of contact for customers to call for all Xerox products and services, regardless of the nature of the problem. The CSCs provide responsive and effective phone support, technical problem management, and problem resolution to customers with contractual support agreements. By providing these services, Xerox improves your self-sufficiency and system utilization, thereby delivering improved productivity.

You can place a service call 24 hours a day, seven days a week, 365 days per year. Our team of professionals and friendly Customer Support Representatives provides one-to-one expert advice over the phone.

The CSCs handle more than 45,000 customer calls per day, averaging two to three

minutes per call. They are staffed with highly trained and dedicated Customer Support Representatives (CSRs) using new technology, such as Remote Customer Assistance (RCA). Using CasePoint software, the CSRs can ask product-specific questions based on what the customer is telling them. Once the customer has told the CSR the type of equipment and problem, the CSR can go into CasePoint and ask a series of questions that will either result in a solution or an instruction to initiate a service call. This knowledge-based system is very effective in improving customer up time and reducing overall solution time.

Any customer who calls a center is guaranteed problem resolution or genuine assistance in helping to solve a problem. This is called "The Call Quality Guarantee." All the CSRs have been trained in this process to ensure the highest levels of customer satisfaction.

Another process used by the CSCs is the Customer Complaint Process (CPP). If the customer has talked to the CSR and he or she has done everything that can be done for them and the customer is still



- Service Call Activity Management
- Asset Database Maintenance, Meter Reads and Move / Add / Change
- Supplies Ordering and Tracking
- Problem Resolution and Issue Escalation
- Activity Reporting

unhappy or dissatisfied, then the CCP process allows the CSR to escalate the call to the appropriate Region Manager of Region to make sure that a higher level of management is aware of the customer's needs.

Xerox has developed a national service coverage planning model to optimize the size, location and skills of our workforce with the level and quality of service we promise to OMNIA Partners Members. For on-site Customer Service Engineer (CSE) response time for urban areas, products are planned in the following general categories:

- Office and Fax: 4 – 8 hours
- Productions and Continuous Feed: 4 hours

The above specifications represent the average on-site response time for these classes of products. There may be exceptions within categories based on product maturity, geographic considerations like rural or remote customer sites, or service provided through authorized service delivery partners. Your Xerox Sales contact will provide response time delivery specifications based on the product mix of interest, your business locations, and specific service level requirements.

**x. Describe Offeror's invoicing process including payment terms, acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

All payments are due within 31-days of the invoice date. Xerox will bill the end users as per the contract terms in arrears. Xerox will not invoice the Customer until Xerox has received a signed order or purchase order from the Customer, and the equipment has been delivered, installed, and is available for the Customer's use. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. If Customer wishes to use a credit/payment card for payment, the credit/payment card must be enrolled in Xerox's auto-pay system, and Xerox will automatically charge the credit/payment one day after the date of each invoice.

**xi. Describe Offeror's contract implementation/customer transition plan.**

We pride ourselves in developing a customer transition plan that has proven successful in the past 20 years since marketing the Region 4 ESC contracts. At the heart of the strategy is educating our national sales force. We believe that as our sales force understands the benefits of the contract coupled with our cost-effective document management technologies and services, contract success will follow. Our dedicated OMNIA Partners' contract administrator will educate and promote the benefits of the Region 4 ESC contract to all sales teams. Additionally, with the support of our new Marketing resource, will work in partnership with OMNIA Partners Marketing team to develop ongoing marketing and sales related activities to drive contract awareness to our current OMNIA Partner member base.

**xii. Describe the financial condition of Offeror.**

**Financial Condition**

Xerox is a Technology and Intelligent Workplace Services (IWS) leader with over \$10 billion in annual revenue; focused on helping people communicate and work better. We operate in a market estimated at approximately \$85 billion and we apply our expertise in imaging and printing, data analytics, and the development of secure and automated solutions to help our customers improve productivity and increase client satisfaction.

**Financial Stability**

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.

For generations, Xerox has stood for innovation, quality and an 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. Today, we honor this heritage by turning investments in innovation into products and services that help our customers be more productive and profitable. With five research and development sites – including world-renowned PARC – and 2,000 scientists and engineers, we are helping define the future of work and enabling printing beyond paper with new technologies that will disrupt the market and change the way we think about workflows and information processes.

Additional details on the financial stability of Xerox can be found in our Annual Report at: <https://www.news.xerox.com/investors/reports>.

### **Annual Report**

For a full overview of our finances, please refer to the Consolidated Statements of Income in our Annual Report. Xerox Annual Reports average over 100 pages. In order to be environmentally friendly, we respectfully request that ESC visit [www.xerox.com/Annual Reports](http://www.xerox.com/Annual Reports).

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Xerox Elite eCommerce Solutions enable the online ordering of equipment, services, supplies and Xerox Replacement Cartridges for our global and enterprise accounts.

Offered as a value-added service to Xerox clients, we will create a web ordering portal, e-catalog or PunchOut site specifically for your business. We will help you 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. Links to additional information such as contact information for your Xerox account team can also be added to your custom B2B storefront (extranet).

### **With our eCommerce solutions, you can easily:**

- Procure Xerox equipment, supplies, and services 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
- 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
- Collaborate online with your Xerox account team
- Reduce environmental impact by eliminating paper forms and using a digital procure to pay process.

We will help you choose the Xerox solution that works best for you:

### **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, supplies and services 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.

[xiv. Describe the Offeror's safety record.](#)

As clarified the Region 4 ESC's answers to vendor questions, dated October 16, 2019, specifically question number 6, this requirement is not applicable to this RFP. As such, we do not provide Xerox's safety record.

[xv. Provide any additional information relevant to this section.](#)

Xerox does not have any additional information to present.

# Tab 4 – Qualification and Experience

## a. References

## c) Qualification and Experience

### i. Provide a brief history of the Offeror, including year it was established and corporate office location.

#### History

The roots of Xerox Corporation go back over 100 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.



**Chester Carlson's Invention**

The use of electricity to transfer an image

#### Xerox Today

With annual revenues of \$9.8 billion we are a leading global provider of digital print technology and related solutions; we operate in a core market estimated at approximately \$67 billion. Our primary offerings span three main areas: Intelligent Workplace Services (formerly Managed Document Services (MDS)), Workplace Solutions and Production Solutions (formerly Graphic Communications). Our Intelligent Workplace Services offerings help customers, ranging from small businesses to global enterprises, optimize their printing and related document workflow and business processes. Xerox led the establishment of this expanding market and continues as the industry leader. Our Workplace Solutions and Production Solutions offerings support the work processes of our customers by providing them with solutions built upon our broad portfolio of industry-leading printing and workflow offerings. We also have digital solutions and software assets to compete in an approximately \$31 billion adjacent Software and Services market. Our main offerings for this market are focused on: industry-specific Digital Solutions, Personalization & Communication Software and Content Management Software. Headquartered in Norwalk, Connecticut, with 32,400 employees, Xerox serves customers in approximately 160 countries providing advanced document technology, services, software and genuine Xerox supplies for a range of customers including small and mid-size businesses (SMB), large enterprises, governments and graphic communications providers, and for our partners who serve them.

To learn more, visit us on [Xerox.com](http://Xerox.com), Xerox Innovation History and Xerox Today.

***“We are made to think. We take what is and turn it into what will be. We never stop innovating, reimagining, building and doing. And we never stop questioning. We make packaging that talks to you, printers that listen and software that intuitively personalizes and humanizes. Because Made to Think means, we’re not just thinking about the future, we’re making it”.***

### **Xerox Research and Innovation**

We believe that a critical role of our research is to identify new competency areas with attractive addressable markets for the future. Our expertise in technology and printing also uniquely positions us to discover those areas and leverage our innovation to move into adjacencies beyond our current core technology. Accordingly, we have prioritized investments in four key areas: Digital Packaging and Print, AI Workflow Assistants for Knowledge Workers, 3D Printing / Digital Manufacturing, and Sensors and Services for the Internet of Things.



We also see opportunity in our core coming from our ability to deliver physical devices that connect with the digital world as well as purely digital offerings that improve our customers' outcomes. As a result, we direct our research and development (R&D) investments to areas such as workflow automation, color printing and customized communication, as well as to improving the quality and reducing the environmental impact of digital printing. We invest in bringing new capabilities to the market such as our ConnectKey™ software to enable our devices to integrate into digital workflows, as well as in technologies to improve the security of our devices and offerings such as our recent market leading FedRAMP authorization for MPS services. We will continue to invest in innovations to improve the reliability, IQ and cost of our printing devices, as well as in new services and software that improve our customers' ability to manage their document-oriented workflows.

### **Xerox Values**

Keeping connected to our core values helps us to execute our priorities and strategies and fulfil our mission of delivering excellence to our customers, our shareholders and each other. They are a part of our heritage and are a part of our future.

Since our inception, we have operated under the guidance of six core values:

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

### **Corporate Office**

Our registered corporate office address is:

Xerox Corporation  
201 Merritt 7  
Norwalk, CT 06851-1056

#### **ii. Describe Offeror's reputation in the marketplace.**

As a testament to Xerox's reputation in the marketplace, we are honored to be recognized by Forbes in this year's list of World's Most Reputable Companies. As a company, we strive to align our reputation with our brand through exemplifying authenticity, ethical behavior and product value in all initiatives. Forbes and Reputation Institute, a reputation management services firm, surveyed over 230,000 individuals in 15 different countries from January to February 2019 to arrive at a list of most reputable companies, taking revenue, brand familiarity and brand perceptions into consideration. As today's technologies and capabilities have found organizations under a constant microscope, Xerox continues to make a concerted effort towards exemplifying and maintaining our legacy and values both internally and externally.

## Industry Strength

We are a leader in our industry and have a strong and valuable global brand. We systematically evaluate our competition and the needs of our customers and partners to maintain our leadership position and make the portfolio and distribution investments to further penetrate growth areas of the market.

We expect to focus on the following:

- Expand leadership in Managed Document Services by leveraging our strength in large enterprises and broadening our SMB (small to mid-sized business) offerings.
- Increase SMB coverage through resellers and partners (including multi-brand dealers) and continued distribution acquisitions.
- Gain share in the A4 product segment of the market, where historically we have been underrepresented, by strengthening our product portfolio and increasing our distribution capacity.
- Extend leadership in digital color production through continued innovation and growth in new markets.

### iii. Describe Offeror's reputation of products and services in the marketplace.

#### Superior Print Performance with Xerox

Comparative tests conducted by independent research laboratories have shown that Xerox devices offer substantial advantages through:

- Faster speeds.
- Enhanced security and workflow capabilities.
- Impeccable green credentials.
- Tightened cost control features.

Xerox devices consistently outperform other MFD technology, as tested by **Buyer's Lab Inc. (BLI)**, one of the leading independent authorities in the office equipment industry.

For example, BLI concluded that Xerox devices perform more efficiently than those of our competitors—operating at 70 to 80% of their rated speed whereas non-Xerox devices performed at 15 to 30% of their rated speed.

*"Equipment manufacturers need a complete and compelling solutions portfolio to augment their hardware offerings. After careful evaluation of the company's in-house developed and third-party partner offerings, including lab-based testing of its latest products, BLI analysts feel that Xerox's solutions line-up is the most comprehensive based on our judging criteria."*

– Jamie Bsales, Senior Editor  
Buyer's Laboratory, Inc.

#### Award Winning Technology

##### **BLI 2019 PaceSetter Award in in MFP Platform & App Ecosystem**



We were the winner of the **BLI PaceSetter award in the MFP Platform & App Ecosystem** arena. Based on research conducted for the North American and Western European markets, the award recognized us as the document imaging OEM which offers the most robust device-embedded software platform and associated ecosystem of apps.

*"When it comes to an ecosystem of apps designed to expand the functionality of an MFP, Xerox really shines. The company is setting a high bar for the industry with both its robust and flexible ConnectKey® platform and its rapidly expanding portfolio of productivity-enhancing apps that run on it."*

– Keypoint Intelligence  
Buyers Laboratory

---

### **BLI 2019 Document Imaging Software Line of the Year Award**

#### **Printer apps and connectors propel Software Line of the Year Award**

For the fifth time, Xerox has won the prestigious Document Imaging Software Line of the Year award from Keypoint Intelligence - Buyers Lab.

Essential to this win were the wide variety of ConnectKey® Apps and connectors for **Xerox® Multifunction Printers** as well as Workflow Automation Solutions ranging from HR onboarding and accounts payable to loan application processing and health records information management.




---

### **2019 Pick Award “Outstanding Job Management & Mobile Print Solution”**

Essential to this win was complete with multiple authentication methods, print policy enforcement, secure print release, content security systems and mobile print that's second to none, Xerox® Workplace Suite surpassed the competition to win this honor.

Workplace Solutions now expands beyond print management and mobility into content security and print rules. Our latest enhancement to the platform supports single sign on (SSO) with any SSO enabled app; includes Xerox® Connect App for Concur and Xerox® Connect App 2.0 for Dropbox, Box, Google Drive, OneDrive and Office 365 with SSO capability.




---

### **2018 Buyers Lab Showers Xerox With 15 Awards**

Of the 34 BLI awards given in the three categories covering MFPs and printers, Xerox won 13—almost 40 percent. In addition, Xerox won the overall BLI 2018 Monochrome Printer & MFP Line of the Year Award—and the Outstanding MFP App Ecosystem for the Xerox App Gallery.




---

### **2017 Keypoint Intelligence – BLI PaceSetter Awards**

We're the only vendor to sweep the PaceSetter Awards for document imaging OEMs and win in all three categories: 1) MFP Platforms and App Ecosystems, 2) Document Imaging Security and 3) Mobile Print.

---

## **Environmental Sustainability**

Many of our products meet or exceed the minimum registration requirements for product environmental performance. Along with EPEAT, Xerox offers ENERGY STAR®, ECOLOGO® and Blue Angel certified office products and with its partnership with PrintReleaf, enables managed print services customers to offset their printing by planting trees in endangered geographies.

*“With Xerox technology, IT decision makers don't have to sacrifice sustainability for productivity,” said Tracey Koziol, senior vice president, Global Offerings, Xerox.*

*“We have a history of developing technology with sustainability in mind.”*

## **Sustainability Goals**

Xerox has published its 2019 Global Corporate Social Responsibility Report detailing the impact of the company's sustainability efforts across its operations.

Highlights from this year's report include:

- Named as one of Forbes' JUST 100, Barron's 100 Most Sustainable Companies, and Mediacorp Canada's Greenest Employers lists.
- Committed to a 25 percent reduction in global energy consumption and greenhouse gas emissions by 2025.
- Achieved 100 percent ENERGY STAR eco-labels for all Xerox's new eligible product introductions.

- Diverted nearly 100 percent of leased Xerox equipment from landfills and optimized end-of-life processing.
- Planted more than 100,000 trees

“For the past 113 years, Xerox has been committed to creating value for business and society and has played an important role in progressing our society globally. We are 100 percent committed to raising the bar on our ourselves in the important quest of building and maintaining a healthy and balanced world that meets society’s evolving needs,” said John Visentin, vice chairman and CEO, Xerox.

The Global CSR report focuses on how Xerox is engineering solutions that are making a more sustainable world in unexpected ways. A recent example is the work Xerox did with the Bangladeshi government to digitize and process their National Household Census results from January 2017 to February 2019, so they can better deliver resources to populations in need.

Xerox’s Intelligent Workplace Services, a new offering that transcends Managed Print Services, also helps companies reduce their reliance on paper by providing digital alternatives, print authentication, and analytics along with gamification techniques. Intelligent Workplace Services clients can opt in to Xerox’s PrintReleaf offering, which is akin to a carbon offset program.

Annually Xerox looks at its approach and performance in corporate social responsibility (CSR) activities supporting social, economic and environmental dimensions. This report was prepared in accordance with the Global Reporting Initiative (GRI) standards and aligns in part with the United Nations Sustainable Development Goals (SDGs) established in 2015.

Visit Xerox.com for more information about Xerox’s CSR activities.

#### iv. Describe the experience and qualification of key employees.

##### **Master Agreement Contract Administrator**

##### **Rachael Jones Turner**

State, Local & Education Cooperative Contracts Manager

Public Sector Center of Excellence

Email: Rachael.Jones@Xerox.com

Phone: 310-258-6266

Rachael Jones Turner is the national SLED Cooperative Contracts Manager providing strategic direction and deployment of Cooperative contracts in all Xerox Sales Channels across North America. She provides ongoing support, training and national implementation and is the primary contact in regard to Contract negotiations, amendments, product and price list updates and any other information or documentation relating to the Master Agreement. Prior to her current role, Rachael has served in a variety of management positions supporting S&L and Federal account management and business development activities.

##### **Marketing**

##### **Staci McKee**

Global Audience Marketing

Government | Healthcare | Education

Email: Staci.mckee@Xerox.com

Phone: 303-881-3718

As the Xerox Global Audience Marketing Director, Staci McKee is responsible for industry positioning, content creation, demand generation and overall Public Sector marketing programs for the United States. Staci is responsible for all facets of marketing including digital events, direct marketing and

account-based marketing programs. Staci joined Xerox in May 2019 with more than 19 years of Public Sector marketing expertise.

### **Financial Reporting**

#### **Kathlene M. Andris**

Rebate Analyst – Base Billing COE/ US Customer Business Operations

Email: [Kathlene.Andris@Xerox.com](mailto:Kathlene.Andris@Xerox.com)

Phone: 847-928-2543

Kathy Andris is a Rebate Analyst responsible for the contractual reporting and administrative/penalty fees obligations associated with many public sector contracts. She has been in this position for over 5 years; she has supported the Region 4ESC contracts for the last 3 years. In her 19 plus years with Xerox, Kathy has held other operational support roles including Compliance and Customer Relations. Kathy is a certified Lean Six Sigma Green Belt.

### **Executive Support**

#### **Mark Browning**

Vice President, Public Sector Center of Excellence

NAO Sales Excellence Organization

Email: [Mark.Browning@Xerox.com](mailto:Mark.Browning@Xerox.com)

Phone: 717-777-6624

Mark Browning is the Vice President, Public Sector Center of Excellence for the North American Sales Operations Sales Excellence Organization. Mark has 31 years of successful sales, marketing and operational experience with Xerox. He manages and deploys strategies for Federal, State, Local, K12 and Higher Education across North America. Mark's organization is responsible for all aspects of contracting with the Public Sector marketplace including contract enablement and support, contract education, pricing and strategy, reporting and compliance. As the executive sponsor, his goals are aligned with the overall corporate strategy, gathering senior executive support and communicating goals. Mark has had numerous sales leadership positions in Xerox's Enterprise business. Most recently, he has supported Xerox's initiative to support channel acceleration with the enablement of all Xerox go to market channels.

#### **v. Describe Offeror's experience working with the government sector.**

For more than half a century, Xerox has been a leader in document technology and services. We have a long history of building and delivering the finest quality products and services to our customers in both the private and public sectors and have worked with them in every capacity to meet their goals.

Today, as an \$11 billion enterprise, Xerox delivers solutions and services to clients in commercial enterprises, government agencies and local municipalities.

#### **Government Experience**

Xerox is experienced in providing Document Management Technologies and Services to government agencies—we provide end-to-end solutions for federal, state and local government agencies, in addition to government healthcare and transportation entities. We have a presence in all 50 U.S. states, 15,700 local governments, 28 U.S. federal agencies and in 30 countries. More than 4,200 local government and



1,200 state entities nationwide trust Xerox to provide the technology and services they need. A significant portion of our revenues is derived from contracts with U.S. federal, state and local governments and their agencies, as well as international governments and their agencies.

Recently, we were ranked #1 in revenue growth in Washington Technology's "Top 100" list of Federal Government Contractors based on an analysis of government procurement data.

We understand your need to do more with less and reallocate dollars and resources to have the deepest impact and greatest benefits to your members. As the current provider of choice for most government agencies in the U.S., Xerox has more than **50 years of experience** to set us apart from our competition.

vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

#### **Bankruptcy**

Xerox has not filed for bankruptcy or other of form of debt resolution.

#### **Litigation**

In the ordinary course of its business, Xerox, its subsidiaries and affiliates are routinely the subject of litigation that asserts a variety of claims, sometimes including employment-related claims. Please see Xerox's Annual (Form 10-K), Quarterly (Form 10-Q) and Current (Form 8-K) Reports filed with the U.S. Securities and Exchange Commission (SEC) for information on material litigation. These reports are available to the public on the SEC website and on Xerox's website <http://www.xerox.com/investor>.

#### **Reorganization**

Xerox recently announced that its Board of Directors has approved a reorganization of the Company's corporate structure into a holding company structure, pursuant to which Xerox Corporation will become a direct, wholly-owned subsidiary of a new holding company that will be named Xerox Holdings Incorporated. The reorganization is subject to shareholder and regulatory approval. The purpose of the reorganization is to provide the Company with strategic, operational and financial flexibility. Business operations, directors and executive officers of the Company will not change as a result of the reorganization. The reorganization will not impact our ability to serve Region 4 ESC.

vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

#### **1. Entity Name: County of San Diego**

Contact Name and Title: Jack Pellegrino, Director of Contracting and Purchasing

Contact Phone: 858-505-6565

Contact Email: [jack.pellegrino@sdcounty.ca.gov](mailto:jack.pellegrino@sdcounty.ca.gov)

City, State: San Diego, California

Years Serviced: 10+ years

Description of Services: Centralized Printing and Managed Print Services to support all County Departments

Annual Volume: \$26MM annually; Estimated 216MM impressions annually

#### **2. Entity Name: Commonwealth of Kentucky**

Contact Name and Title: Eugene Raines, MPS Program Manager

Contact Phone: 502-782-0160

Contact Email: eugene.raines@ky.gov

City, State: Frankfort, KY

Years Serviced: 8 years

Description of Services: Managed print services, manage fleet, 4 onsite associates, 1 CSE, expanded solutions to include (optional) AAA solution, scanners, workflow assessments and automation, enterprise content management solution using OnBase.

Annual Volume 4,200+ devices managed

**3. Entity Name: Huntsville City Schools**

Contact Name and Title: Pam Phillips-Procurement

Contact Phone: 256-428-6934

Contact Email: pam.phillips@hsv-k12.org

City, State: Huntsville, AL

Years Serviced: 7 years

Description of Services: MFPs for schools, Production equipment in Print Shop

Annual Volume: 40 Million B/W and 1.2 Million Color

**4. Entity Name: City of Baltimore**

Contact Name and Title: Michelle Dean, Contract Specialist – City of Baltimore Department of Finance

Contact Phone: 410-396-5002

Contact Email: Michelle.Dean@baltimorecity.gov

City, State: Baltimore, MD

Years Serviced: 18 plus years. Current contract since 2014

Description of Services: Digital Copiers and Printers and associated maintenance and services. Desktop through Light Production Products

Annual Volume: 3 Million

**5. Entity Name: Prince George's County Government**

Contact Name and Title: Malcolm Clerkley, Division Manager, County of Prince George's-Central Services

Contact Phone: 301-883-0330

Contact Email: mbclerkley@co.pg.md.us

City, State: Upper Marlboro, MD

Years Serviced: 10 plus years. Current contract since 2012

Description of Services: Digital Copiers and Printers and associated maintenance and services. Desktop through Production Products.

Annual Volume: 1.4 Million

**6. Entity Name: Stephen F. Austin State University**

Contact Name and Title: Kay Johnson, Director of Procurement and Property Services

Contact Phone: 936-468-4037

Contact Email: johnsondk6@sfasu.edu

City, State: Nacogdoches, Texas

Years Served: 33 years

Description of Services: 96 Multifunction Printers

Annual Volume: 24.2 Million

**7. Entity Name: Nacogdoches ISD**

Contact Name and Title: Michael Owens, Coordinator of Technology

Contact Phone: 936-569-5000, ext. 8848

Contact Email: mowens@nacisd.org

City, State: Nacogdoches, TX

Years Served: 31 years

Description of Services: 70 Multifunction Printers

Annual Volume: 17.7 Million

**8. Entity Name: New Summerfield ISD**

Contact Name and Title: Lanita Coleman, Business Manager

Contact Phone: 903-726-3320

Contact Email: lcoleman@newssummerfieldisd.net

City, State: New Summerfield, TX

Years Served: 8 years

Description of Services: 8 Multifunction Printers

Annual Volume: 1.1 Million

**9. Entity Name: State of Maryland**

Contact Name and Title: Calvin Gladden, Procurement Supervisor, Department of General Services

Contact Phone: 410-767-4281

Contact Email: Calvin.gladden@maryland.gov

City, State: Baltimore, Maryland

Years Served: 40 plus years. Current contract since 2012

Description of Services: Digital Copiers and Printers and associated maintenance and services. Desktop through Production products.

Annual Volume: 5 Million

**10. Entity Name: City of San Antonio**

Contact Name and Title: Amanda Sandoval, Sr. Accountant

Contact Phone: 210-207-7937

Contact Email: amanda.sandoval@sanantonio.gov

City, State: San Antonio, TX

Years Serviced: 5 Years

Description of Services: A3 Fleet Units, Printers, SDM and Analyst

Annual Volume: 6,736,320

[viii. Provide any additional information relevant to this section.](#)

Xerox does not have any additional information to present.

# Tab 5 – Value Add

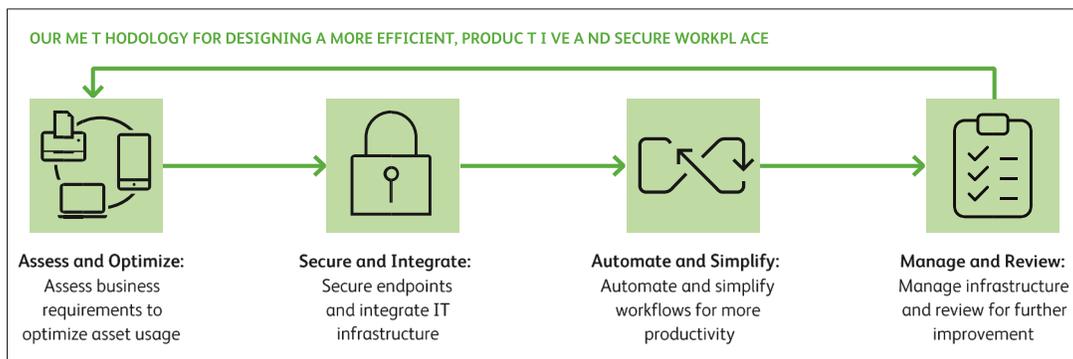
- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

## Xerox Intelligent Workplace Services

Xerox's strategy is to maintain our leadership in our core market, which includes Intelligent Workplace Services (formerly known as Managed Document Services (MDS)). Our Intelligent Workplace Services includes a continuum of solutions and services that helps our customers optimize their print and communications infrastructure, ensure the highest levels of security and productivity, and enable their digital business objectives. Our primary offerings in this area are Managed Print Services (MPS). While these Services are well beyond the scope of the RFP, they represent the magnitude of innovation and value we bring to the Public Sector marketplace. Given the intensive nature of so many business processes in public agencies, there are often times great synergy that can be created between these offerings and our world-class technology. Prices for our Intelligent Workplace Services are available upon request.

Since pioneering Managed Print Services more than 25 years ago, Xerox has been the industry catalyst in implementation rather than an adaptor. In our MPS business, we help companies assess and optimize their print infrastructure, secure and integrate their environment and automate and simplify their 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, Quocirca, InfoTrends and Forrester.

The Combination of Xerox ConnectKey® Technology with Intelligent Workplace Services (IWS) creates an optimized infrastructure that is customized to your organization. Our state-of-the-art assessment tools and three-stage approach makes sure you have the right mix of technology, apps and solutions.



Xerox® Intelligent Workplace Services is a portfolio of capabilities designed to:

- Build a more efficient workplace with reduced costs, optimized print and document infrastructure, improved sustainability metrics and stronger ROI
- Boost employee engagement and productivity with automated processes, enhanced user experience and easy access to the information they need to get work done
- Ensure the security of your documents, devices and data, and align with data privacy and regulatory compliance policies
- Augment your IT infrastructure and mobile workforce with scalable, easy-to-use cloud technologies that seamlessly integrate with Xerox workplace assistants — Xerox® AltaLink® Printers and Xerox® VersaLink® Printers

- Use analytics to provide actionable insight to devices, documents, users and paper-based processes to maintain an optimized workplace
- Automate processes with solutions ranging from simple apps to content management systems that can be customized to meet your needs
- Prevent, detect and protect: Maintain a secure print infrastructure with comprehensive security features in partnership with McAfee and Cisco

### **Conclusion**

As the recognized leader and innovator in the MPS market, Xerox has the depth of experience, the people, the print technology and the measurement tools to help the OMNIA Partners members achieve its primary goals:

- Continuous Cost Savings: We have designed our offering to address cost containment
- Security: Unsurpassed digital and hard copy data security
- Seamless integration and Availability of Technology: New capabilities available to all

# Tab 6 – Additional Required Documents

# Appendix C: DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

Date

11/11/19

*Richard Jose Turner*  
*LED Cooperative Contract Manager*  
Authorized Signature & Title

**Appendix C: DOC #2 Antitrust Certification  
Statements (Tex. Government  
Code § 2155.005)**

Appendix C, Doc #2

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

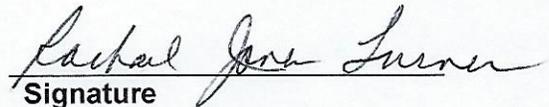
I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

Xerox Corporation

**Contact**

  
**Signature**

Rachael Jones Turner

**Printed Name**

SLED Cooperative Contracts Manager

**Position with Company**

**Address**

201 Merritt 7

**Official  
Authorizing  
Proposal**

  
**Signature**

Rachael Jones Turner

**Printed Name**

SLED Cooperative Contracts Manager

**Position with Company**

Norwalk, Connecticut 06851

**Phone**

310-258-6266

**Fax**

818-715-7142

**Appendix C: DOC #3 Implementation of  
House Bill 1295 Certificate of  
Interested Parties (Form  
1295)**

**EXHIBIT F**  
**FORM 1295**

1 of 1

**CERTIFICATE OF INTERESTED PARTIES**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**  
**CERTIFICATION OF FILING**

Certificate Number:  
2019-558716

Date Filed:  
11/05/2019

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Xerox Corporation  
Norwalk, CT United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Region 4 Education Service Center (ESC)

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
RFO 19-11  
Copiers & Printers and support services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Ann M. Russo, and my date of birth is 8/15/61.

My address is 3600 N. Hayden Road, Suite 3510, Scottsdale, AZ, 85251, US.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Maricopa County, State of Arizona, on the 5th day of November, 2019.  
(month) (year)

*Ann M. Russo*  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# Appendix C: DOC #4 Texas Government Code 2270 Verification Form

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Rachael Jones Turner, as an authorized representative of

Xerox Corporation, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Rachael Jones Turner
Signature of Named Authorized Company Representative

11/11/19
Date

# Appendix C: DOC #5 Special Conditions

*Appendix C, DOC # 5***SPECIAL CONDITIONS**

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

**Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

**Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

**Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

**Bid Guarantee**

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Alternative Pricing for Federal Funding**

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

**1. Termination for Convenience:**

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

**2. Equal Employment Opportunity:**

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**EXHIBIT F**

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**EXHIBIT F**

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
4. Davis Bacon Act and Copeland Anti-Kickback Act.
- (1) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
  - (2) 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
  - (3) 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.
  - (4) 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.
  - (5) In contracts subject to the Davis-Bacon Act, the contracts must also include a

**EXHIBIT F**

provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 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 Copeland Anti-Kickback 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 FEMA.

- (6) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- (3) Under 40 U.S.C. § 3702, 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 workweek.
- (4) 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

**EXHIBIT F**

under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (5) The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- (1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

**EXHIBIT F**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- (2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
  - (3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- (1) The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the

**EXHIBIT F**

state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- (3) These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- (4) In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- (5) Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

**EXHIBIT F**"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)"

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient."

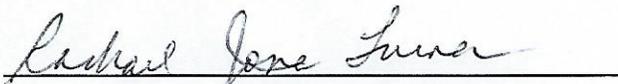
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Xerox Corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Rachael Jones Turner, SLED Cooperative Contracts Manager  
Name and Title of Contractor's Authorized Official

November 14, 2012

Date

## 10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

## 11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.**

Offeror's Name: Xerox Corporation

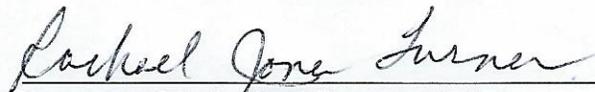
Address, City, State, and Zip Code: 201 Merritt 7 Norwalk Connecticut 06851

Phone Number: 310-258-6266 Fax Number: 818-715-7142

Printed Name and Title of Authorized Representative:

Rachael Jones Turner, SLED Cooperative Contracts Manager

Email Address: Rachael.Jones@Xerox.com

 Date: November 14, 2019  
Signature of Authorized Representative

# Appendix C: DOC #6 Questionnaire

Appendix C, DOC # 6

**QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

**1. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No  
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

**2. Diverse Vendor Certification Participation**

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: \_\_\_\_\_

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: \_\_\_\_\_

**c. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB Yes No

List certifying agency: \_\_\_\_\_

**d. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: \_\_\_\_\_

**e. Other**

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: \_\_\_\_\_

- 3.** Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No

# Appendix D: Requirements for National Cooperative Contract to be Administered by Omnia Partners, Public Sector

# Appendix D: Exhibit A - Response for National Cooperative Contract 3.0 Supplier Response

In compliance with the RFP, our response to 3.0 – Supplier Response is included in Tab 3.

# Appendix D: Exhibit F - Federal Funds Certifications

**EXHIBIT F****EXHIBIT F****FEDERAL FUNDS CERTIFICATIONS****FEDERAL CERTIFICATIONS****ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT****TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;









# Appendix D: Exhibit G - New Jersey Business Compliance

# Appendix D: Exhibit G - DOC #1 Ownership Disclosure Form

**OWNERSHIP DISCLOSURE FORM**  
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: XEROX CORPORATION

Street: 201 MERRITT 7

City, State, Zip Code: NORWALK, CONNECTICUT 06851

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Douglas H. Marshall, an authorized representative of Xerox Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

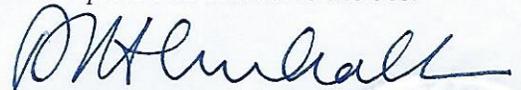
Name	Address	Interest
------	---------	----------

- Please see attached pages from Xerox Corporation's 2019 Proxy Statement. There are two greater than 10% owners of Xerox stock: (1) Carl Icahn, an individual, and (2) The Vanguard Group.
- We do not have information about the owners of The Vanguard Group.
- All information is as of December 31, 2018, and is based on SEC filings.

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

November 1, 2019

Date



By: Douglas H. Marshall  
Title: Corporate Secretary



Table of Contents

**JOINT PROXY STATEMENT/PROSPECTUS**  
**YOUR VOTE IS VERY IMPORTANT**

Dear Shareholders:

You are cordially invited to attend the 2019 Annual Meeting of Shareholders of Xerox Corporation (Xerox), to be held at 9:00 a.m. on Tuesday, May 21, 2019, at 301 Merritt 7 in Norwalk, Connecticut. We look forward to meeting our shareholders who are able to attend.

At the Annual Meeting, you will be asked to consider and vote upon proposals to: (i) adopt the merger agreement pursuant to which we will implement a holding company reorganization; (ii) elect seven directors to our board of directors; (iii) ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for 2019; (iv) approve, on an advisory basis, the 2018 compensation of our named executive officers; (v) authorize the amendment of the Xerox restated certificate of incorporation to implement a majority voting standard for certain corporate actions; and (vi) authorize the adjournment of the Annual Meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the foregoing proposals, in each case as described in the accompanying joint proxy statement/prospectus. There will also be one shareholder proposal submitted for shareholder vote, if properly presented.

This year, we are asking you to approve a proposal to implement a holding company structure for Xerox. We regularly evaluate a range of possible strategic growth opportunities for our company. We believe implementation of a holding company structure will provide us with more flexibility to develop and realize these possibilities. By providing optionality for future innovation, investment and growth opportunities to exist either within or separate from current Xerox businesses, we believe that the holding company reorganization is an important step in reestablishing Xerox as a technology powerhouse with a robust portfolio of hardware, software, solutions and services, while preserving our existing customer, partner, vendor and supplier relationships. The holding company structure is intended to provide us with optionality to potentially acquire and incubate future businesses through subsidiaries that can operate on a global scale, with the flexibility to finance and structure each new opportunity in a manner that we believe will create value, while also maintaining — and continuing investment in — the existing Xerox product and technology platforms. We have carefully considered the holding company reorganization and believe it is advisable, fair to and in the best interests of our shareholders.

If the holding company reorganization is completed, your existing shares of Xerox common stock will be automatically converted, on a one-for-one basis, into shares of common stock of Xerox Holdings Corporation (Holdings), the new holding company. As a result, you will hold the same number of shares of Holdings common stock as you held of Xerox common stock immediately before the holding company reorganization. We expect the common stock of Holdings to trade on the New York Stock Exchange under Xerox's current trading symbol, "XRX."

Additionally, as a result of our shareholder engagement efforts and our commitment to corporate governance, we are asking you to approve a proposal to amend the Xerox restated certificate of incorporation to implement a majority voting standard for certain corporate actions which currently require a supermajority vote. We recognize that many shareholders believe that a majority voting requirement will provide shareholders with a greater voice in expressing their views on matters impacting Xerox.

Confident in the future direction and strategy of the Company, directors Greg Brown and Sara Martinez Tucker have decided not to stand for reelection to the Board. We thank them for their many significant contributions over the years.

**Our Board unanimously recommends that you vote "FOR" the adoption of the merger agreement, "FOR" all nominees for director, "FOR" ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for 2019, "FOR" the non-binding executive compensation proposal, "FOR" the majority voting standard proposal, and "FOR" the adjournment proposal. Our Board makes no recommendation on the shareholder proposal regarding a simple majority vote requirement.**

Your vote is important — no matter how many or how few shares you may own. Whether or not you plan to attend the Annual Meeting, please vote your shares as soon as possible. You may vote via the Internet, by telephone or by signing, dating and mailing the enclosed proxy card. Specific instructions for shareholders of record who wish to use Internet or telephone voting procedures are included in the enclosed joint proxy statement/prospectus. Any shareholder attending the Annual Meeting may vote in person even if a proxy has been returned.

The accompanying notice of meeting and this joint proxy statement/prospectus provide specific information about the Annual Meeting and explain the various proposals. Please read these materials carefully. **In particular, you should consider the discussion of risk factors beginning on page 18 before voting on the proposal to adopt the merger agreement pursuant to which we will implement the holding company reorganization.**

Thank you for your continued support of Xerox.  
 For the Board of Directors,

Keith Cozza  
 Chairman of the Board

Giovanni ("John") Visentin  
 Vice Chairman and Chief Executive Officer

**Neither the Securities and Exchange Commission, or SEC, nor any state securities regulatory agency has approved or disapproved of the securities to be issued under this joint proxy statement/prospectus or passed upon the adequacy or accuracy of the disclosure in this joint proxy statement/prospectus. Any representation to the contrary is a criminal offense.**

The accompanying joint proxy statement/prospectus is dated April 22, 2019 and is first being mailed to shareholders on or about April 23, 2019.

Table of Contents

director is as follows: Mr. Brown, 12,860 (\$254,114); Mr. Christodoro, 13,772 (\$272,135); Mr. Cozza, 4,780 (\$94,453); Mr. Echevarria, 13,064 (\$258,145); Mr. Graziano, 4,780 (\$94,453); Mr. Hunter, 68,803 (\$1,359,547); Mr. Keegan, 40,147 (\$793,305); Ms. Krongard, 13,064 (\$258,145); Mr. Letier, 4,780 (\$94,453); Mr. Prince, 49,307 (\$974,306); Ms. Reese, 63,968 (\$1,264,008); Mr. Rusckowski, 18,601 (\$367,556); and Ms. Tucker, 40,601 (\$802,276).

- (3) In accordance with applicable SEC rules, dividend equivalents paid in 2018 on DSUs are not included in "All Other Compensation" because those amounts were factored into the grant date fair values of the DSUs.

For information on compensation for Mr. Visentin, a director and the Chief Executive Officer of Xerox, and Jeffrey Jacobson, a former director who was also the Chief Executive Officer of Xerox for a portion of 2018, see the executive compensation tables beginning on page 77.

**SECURITIES OWNERSHIP***Ownership of Company Securities*

We are not aware of any person who, or group that, owns beneficially more than 5% of any class of the Company's voting securities as of December 31, 2018, except as otherwise set forth below<sup>(1)</sup>.

Title of Class*	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class (1)
Common Stock	Mr. Carl C. Icahn c/o Icahn Capital LP 767 Fifth Ave, Suite 4700 New York, NY 10153	23,456,087 (2)	10.21%
Common Stock	The Vanguard Group, Inc. 100 Vanguard Blvd. Malvern, PA 19355	23,024,451 (3)	10.02%
Common Stock	BlackRock, Inc. 55 East 52nd Street New York, NY 10055	15,816,977 (4)	6.7%
Common Stock	Darwin Deason 5956 Sherry Ln., Suite 800 Dallas, TX 75225	15,322,341 (5)	6.7%

- (1) The words "group" and "beneficial" are as defined in regulations issued by the SEC. Beneficial ownership under such definition means possession of sole voting power, shared voting power, sole dispositive power or shared dispositive power. The information provided in this table is based solely upon the information contained in the most recent Schedule 13G or 13G/A (or in the case of Mr. Icahn and Mr. Deason, the most recent Schedule 13D/A) filed by the named entity with the SEC. BlackRock, Inc. is a registered investment adviser under the Investment Advisers Act of 1940, as amended, and has subsidiaries that are also investment advisers under the Investment Advisers Act with beneficial ownership of the reported shares.
- (2) Based on the Schedule 13D/A filed on February 25, 2019, represents shares of common stock held by the following group of entities associated with Carl C. Icahn: High River Limited Partnership ("High River"), Hopper Investments LLC ("Hopper"), Barberrry Corp. ("Barberrry"), Icahn Partners Master Fund LP ("Icahn Master"), Icahn Offshore LP ("Icahn Offshore"), Icahn Partners LP ("Icahn Partners"), Icahn Onshore LP ("Icahn Onshore"), Icahn Capital LP ("Icahn Capital"), IPH GP LLC ("IPH"), Icahn Enterprises Holdings L.P. ("Icahn Enterprises Holdings"), Icahn Enterprises G.P. Inc. ("Icahn Enterprises GP") and Beckton Corp. ("Beckton") (collectively, the "Reporting Persons"). The principal business address of (i) each of High River, Hopper, Barberrry, Icahn Offshore, Icahn Partners, Icahn Master, Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP and Beckton is White Plains Plaza, 445 Hamilton

Table of Contents

Avenue — Suite 1210, White Plains, NY 10601, and (ii) Mr. Icahn, Barberry and Hopper is c/o Icahn Capital LP, 767 Fifth Avenue, 47th Floor, New York, NY 10153.

Icahn Partners, Icahn Master and High River (collectively, the "Icahn Parties") are entities controlled by Carl C. Icahn. Barberry is the sole member of Hopper, which is the general partner of High River. Icahn Offshore is the general partner of Icahn Master. Icahn Onshore is the general partner of Icahn Partners. Icahn Capital is the general partner of each of Icahn Offshore and Icahn Onshore. Icahn Enterprises Holdings is the sole member of IPH, which is the general partner of Icahn Capital. Beckton is the sole stockholder of Icahn Enterprises GP, which is the general partner of Icahn Enterprises Holdings. Carl C. Icahn is the sole stockholder of each of Barberry and Beckton. As such, Mr. Icahn is in a position indirectly to determine the investment and voting decisions made by each of the Icahn Parties. In addition, Mr. Icahn is the indirect holder of approximately 91.0% of the outstanding depository units representing limited partnership interests in Icahn Enterprises L.P. ("Icahn Enterprises"). Icahn Enterprises GP is the general partner of Icahn Enterprises, which is the sole limited partner of Icahn Enterprises Holdings.

The Reporting Persons may be deemed to beneficially own, in the aggregate, 23,456,087 shares of common stock. Calculation of the percent of class is based upon the 229,726,488 shares of common stock stated to be outstanding as of January 31, 2019 by the Company in the Company's Annual Report on Form 10-K for the year ended December 31, 2018, filed with the SEC on February 25, 2019.

High River has sole voting power and sole dispositive power with regard to 4,691,218 shares of common stock. Each of Hopper, Barberry and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares. Icahn Partners has sole voting power and sole dispositive power with regard to 11,130,555 shares of common stock. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares of common stock. Icahn Master has sole voting power and sole dispositive power with regard to 7,634,314 shares of common stock. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares of common stock.

Each of Hopper, Barberry and Mr. Icahn, by virtue of their relationships to High River, may be deemed to indirectly beneficially own the shares of common stock that High River directly beneficially owns. Each of Hopper, Barberry and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Master, may be deemed to indirectly beneficially own the shares of common stock which Icahn Master directly beneficially owns. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Partners, may be deemed to indirectly beneficially own the shares of common stock which Icahn Partners directly beneficially owns. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes.

- (3) Based on the Schedule 13G/A filed on March 11, 2019, the Vanguard Group, Inc. and its subsidiary companies have sole voting power for 256,417 shares of common stock, sole dispositive power for 22,745,582 shares of common stock, shared dispositive power for 278,869 shares of common stock and shared voting power for 40,659 shares of common stock.
- (4) BlackRock, Inc. and its subsidiary companies have sole voting power for 13,827,430 shares of common stock and sole dispositive power for 15,816,977 shares of common stock, and have no shared voting power or shared dispositive power for any of the shares.
- (5) Based solely on the Schedule 13D/A filed on March 18, 2019, Darwin Deason has sole voting power and sole dispositive power for 15,322,341 shares of common stock, and has no shared dispositive or shared voting power for any of the shares. Mr. Deason may be deemed to beneficially own, in the aggregate, 15,322,341 shares, including 6,741,572 shares issuable upon the conversion of 180,000 shares of Xerox Series B Convertible Perpetual Preferred Stock, par value \$1.00 per share.

# Appendix D: Exhibit G - DOC #2 Non-Collusion Affidavit

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Xenx Corporation  
Street: 201 Merritt 7  
City, State, Zip Code: Norwalk, Ct 06851

State of New Jersey  
County of Mercer

I, Joanne Levy of the Hamilton  
Name City

in the County of Mercer, State of New Jersey  
of full age, being duly sworn according to law on my oath depose and say that:

I am the General Manager of the firm of Xenx Corporation  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Xenx Corporation  
Company Name

Joanne Levy GM  
Authorized Signature & Title

Subscribed and sworn before me

this 1st day of November, 2019

Karen M Cohen  
Notary Public of New Jersey  
My commission expires July 18, 2022

**KAREN M COHEN**  
Notary Public  
State of New Jersey  
My Commission Expires July 18, 2022  
I.D.# 2030821

SEAL

# Appendix D: Exhibit G - DOC #3 Affirmative Action Affidavit

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

Company Name: Xerox Corporation  
 Street: 201 Merritt 7  
 City, State, Zip Code: Norwalk, CT 06851

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan

Approval OR

2. A photo copy of their Certificate of Employee Information Report  
OR

3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

11/1/2019  
Date

Janice Long AGM  
Authorized Signature and Title

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

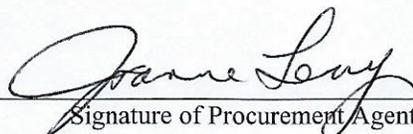
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

  
Signature of Procurement Agent

Certification **1160**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2022**

**XEROX CORPORATION**  
**10 WOODBRIDGE CENTER DR.**  
**WOODBRIDGE NJ 07095**



*Elizabeth Maher Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer

**Appendix D: Exhibit G - DOC #4  
Political Contribution  
Disclosure Form**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## DOC #4, continued

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”



DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

**Appendix D: Exhibit G - DOC #5  
Stockholder Disclosure  
Certification**

### STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

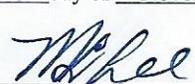
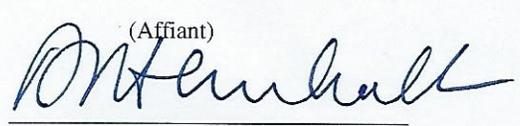
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

- Partnership                       Corporation                       Sole Proprietorship
- Limited Partnership               Limited Liability Corporation               Limited Liability Partnership
- Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name:	Name:
<ul style="list-style-type: none"> <li>Please see attached pages from Xerox Corporation's 2019 Proxy Statement. There are two greater than 10% owners of Xerox stock: (1) Carl Icahn, an individual, and (2) The Vanguard Group.</li> <li>We do not have information about the owners of The Vanguard Group.</li> <li>All information is as of December 31, 2018, and is based on SEC filings</li> </ul>	
Subscribed and sworn to before me This <u>1st</u> day of <u>November</u> , 2019.   <hr style="width: 20%; margin-left: 0;"/> Maulet L Lee, (Notary Public) My Commission expires: September 30, 2024	<div style="text-align: right;">           (Affiant)    <hr style="width: 20%; margin-left: auto; margin-right: 0;"/>           Douglas H. Marshall            Corporate Secretary             (Corporate Seal)         </div>

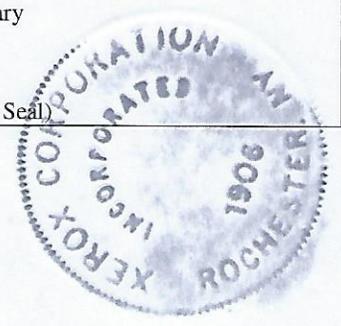
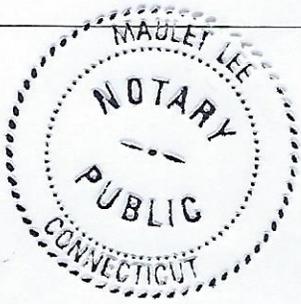


Table of Contents

**JOINT PROXY STATEMENT/PROSPECTUS**  
**YOUR VOTE IS VERY IMPORTANT**

Dear Shareholders:

You are cordially invited to attend the 2019 Annual Meeting of Shareholders of Xerox Corporation (Xerox), to be held at 9:00 a.m. on Tuesday, May 21, 2019, at 301 Merritt 7 in Norwalk, Connecticut. We look forward to meeting our shareholders who are able to attend.

At the Annual Meeting, you will be asked to consider and vote upon proposals to: (i) adopt the merger agreement pursuant to which we will implement a holding company reorganization; (ii) elect seven directors to our board of directors; (iii) ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for 2019; (iv) approve, on an advisory basis, the 2018 compensation of our named executive officers; (v) authorize the amendment of the Xerox restated certificate of incorporation to implement a majority voting standard for certain corporate actions; and (vi) authorize the adjournment of the Annual Meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the foregoing proposals, in each case as described in the accompanying joint proxy statement/prospectus. There will also be one shareholder proposal submitted for shareholder vote, if properly presented.

This year, we are asking you to approve a proposal to implement a holding company structure for Xerox. We regularly evaluate a range of possible strategic growth opportunities for our company. We believe implementation of a holding company structure will provide us with more flexibility to develop and realize these possibilities. By providing optionality for future innovation, investment and growth opportunities to exist either within or separate from current Xerox businesses, we believe that the holding company reorganization is an important step in reestablishing Xerox as a technology powerhouse with a robust portfolio of hardware, software, solutions and services, while preserving our existing customer, partner, vendor and supplier relationships. The holding company structure is intended to provide us with optionality to potentially acquire and incubate future businesses through subsidiaries that can operate on a global scale, with the flexibility to finance and structure each new opportunity in a manner that we believe will create value, while also maintaining — and continuing investment in — the existing Xerox product and technology platforms. We have carefully considered the holding company reorganization and believe it is advisable, fair to and in the best interests of our shareholders.

If the holding company reorganization is completed, your existing shares of Xerox common stock will be automatically converted, on a one-for-one basis, into shares of common stock of Xerox Holdings Corporation (Holdings), the new holding company. As a result, you will hold the same number of shares of Holdings common stock as you held of Xerox common stock immediately before the holding company reorganization. We expect the common stock of Holdings to trade on the New York Stock Exchange under Xerox's current trading symbol, "XRX."

Additionally, as a result of our shareholder engagement efforts and our commitment to corporate governance, we are asking you to approve a proposal to amend the Xerox restated certificate of incorporation to implement a majority voting standard for certain corporate actions which currently require a supermajority vote. We recognize that many shareholders believe that a majority voting requirement will provide shareholders with a greater voice in expressing their views on matters impacting Xerox.

Confident in the future direction and strategy of the Company, directors Greg Brown and Sara Martinez Tucker have decided not to stand for reelection to the Board. We thank them for their many significant contributions over the years.

**Our Board unanimously recommends that you vote "FOR" the adoption of the merger agreement, "FOR" all nominees for director, "FOR" ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for 2019, "FOR" the non-binding executive compensation proposal, "FOR" the majority voting standard proposal, and "FOR" the adjournment proposal. Our Board makes no recommendation on the shareholder proposal regarding a simple majority vote requirement.**

Your vote is important — no matter how many or how few shares you may own. Whether or not you plan to attend the Annual Meeting, please vote your shares as soon as possible. You may vote via the Internet, by telephone or by signing, dating and mailing the enclosed proxy card. Specific instructions for shareholders of record who wish to use Internet or telephone voting procedures are included in the enclosed joint proxy statement/prospectus. Any shareholder attending the Annual Meeting may vote in person even if a proxy has been returned.

The accompanying notice of meeting and this joint proxy statement/prospectus provide specific information about the Annual Meeting and explain the various proposals. Please read these materials carefully. **In particular, you should consider the discussion of risk factors beginning on page 18 before voting on the proposal to adopt the merger agreement pursuant to which we will implement the holding company reorganization.**

Thank you for your continued support of Xerox.

For the Board of Directors,

Keith Cozza  
Chairman of the Board

Giovanni ("John") Visentin  
Vice Chairman and Chief Executive Officer

**Neither the Securities and Exchange Commission, or SEC, nor any state securities regulatory agency has approved or disapproved of the securities to be issued under this joint proxy statement/prospectus or passed upon the adequacy or accuracy of the disclosure in this joint proxy statement/prospectus. Any representation to the contrary is a criminal offense.**

The accompanying joint proxy statement/prospectus is dated April 22, 2019 and is first being mailed to shareholders on or about April 23, 2019.

Table of Contents

director is as follows: Mr. Brown, 12,860 (\$254,114); Mr. Christodoro, 13,772 (\$272,135); Mr. Cozza, 4,780 (\$94,453); Mr. Echevarria, 13,064 (\$258,145); Mr. Graziano, 4,780 (\$94,453); Mr. Hunter, 68,803 (\$1,359,547); Mr. Keegan, 40,147 (\$793,305); Ms. Krongard, 13,064 (\$258,145); Mr. Letier, 4,780 (\$94,453); Mr. Prince, 49,307 (\$974,306); Ms. Reese, 63,968 (\$1,264,008); Mr. Rusckowski, 18,601 (\$367,556); and Ms. Tucker, 40,601 (\$802,276).

- (3) In accordance with applicable SEC rules, dividend equivalents paid in 2018 on DSUs are not included in "All Other Compensation" because those amounts were factored into the grant date fair values of the DSUs.

For information on compensation for Mr. Visentin, a director and the Chief Executive Officer of Xerox, and Jeffrey Jacobson, a former director who was also the Chief Executive Officer of Xerox for a portion of 2018, see the executive compensation tables beginning on page 77.

**SECURITIES OWNERSHIP***Ownership of Company Securities*

We are not aware of any person who, or group that, owns beneficially more than 5% of any class of the Company's voting securities as of December 31, 2018, except as otherwise set forth below<sup>(1)</sup>.

Title of Class*	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class (1)
Common Stock	Mr. Carl C. Icahn c/o Icahn Capital LP 767 Fifth Ave, Suite 4700 New York, NY 10153	23,456,087 (2)	10.21%
Common Stock	The Vanguard Group, Inc. 100 Vanguard Blvd. Malvern, PA 19355	23,024,451 (3)	10.02%
Common Stock	BlackRock, Inc. 55 East 52nd Street New York, NY 10055	15,816,977 (4)	6.7%
Common Stock	Darwin Deason 5956 Sherry Ln., Suite 800 Dallas, TX 75225	15,322,341 (5)	6.7%

- (1) The words "group" and "beneficial" are as defined in regulations issued by the SEC. Beneficial ownership under such definition means possession of sole voting power, shared voting power, sole dispositive power or shared dispositive power. The information provided in this table is based solely upon the information contained in the most recent Schedule 13G or 13G/A (or in the case of Mr. Icahn and Mr. Deason, the most recent Schedule 13D/A) filed by the named entity with the SEC. BlackRock, Inc. is a registered investment adviser under the Investment Advisers Act of 1940, as amended, and has subsidiaries that are also investment advisers under the Investment Advisers Act with beneficial ownership of the reported shares.
- (2) Based on the Schedule 13D/A filed on February 25, 2019, represents shares of common stock held by the following group of entities associated with Carl C. Icahn: High River Limited Partnership ("High River"), Hopper Investments LLC ("Hopper"), Barberrry Corp. ("Barberrry"), Icahn Partners Master Fund LP ("Icahn Master"), Icahn Offshore LP ("Icahn Offshore"), Icahn Partners LP ("Icahn Partners"), Icahn Onshore LP ("Icahn Onshore"), Icahn Capital LP ("Icahn Capital"), IPH GP LLC ("IPH"), Icahn Enterprises Holdings L.P. ("Icahn Enterprises Holdings"), Icahn Enterprises G.P. Inc. ("Icahn Enterprises GP") and Beckton Corp. ("Beckton") (collectively, the "Reporting Persons"). The principal business address of (i) each of High River, Hopper, Barberrry, Icahn Offshore, Icahn Partners, Icahn Master, Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP and Beckton is White Plains Plaza, 445 Hamilton

Table of Contents

Avenue — Suite 1210, White Plains, NY 10601, and (ii) Mr. Icahn, Barberry and Hopper is c/o Icahn Capital LP, 767 Fifth Avenue, 47th Floor, New York, NY 10153.

Icahn Partners, Icahn Master and High River (collectively, the "Icahn Parties") are entities controlled by Carl C. Icahn. Barberry is the sole member of Hopper, which is the general partner of High River. Icahn Offshore is the general partner of Icahn Master. Icahn Onshore is the general partner of Icahn Partners. Icahn Capital is the general partner of each of Icahn Offshore and Icahn Onshore. Icahn Enterprises Holdings is the sole member of IPH, which is the general partner of Icahn Capital. Beckton is the sole stockholder of Icahn Enterprises GP, which is the general partner of Icahn Enterprises Holdings. Carl C. Icahn is the sole stockholder of each of Barberry and Beckton. As such, Mr. Icahn is in a position indirectly to determine the investment and voting decisions made by each of the Icahn Parties. In addition, Mr. Icahn is the indirect holder of approximately 91.0% of the outstanding depository units representing limited partnership interests in Icahn Enterprises L.P. ("Icahn Enterprises"). Icahn Enterprises GP is the general partner of Icahn Enterprises, which is the sole limited partner of Icahn Enterprises Holdings.

The Reporting Persons may be deemed to beneficially own, in the aggregate, 23,456,087 shares of common stock. Calculation of the percent of class is based upon the 229,726,488 shares of common stock stated to be outstanding as of January 31, 2019 by the Company in the Company's Annual Report on Form 10-K for the year ended December 31, 2018, filed with the SEC on February 25, 2019.

High River has sole voting power and sole dispositive power with regard to 4,691,218 shares of common stock. Each of Hopper, Barberry and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares. Icahn Partners has sole voting power and sole dispositive power with regard to 11,130,555 shares of common stock. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares of common stock. Icahn Master has sole voting power and sole dispositive power with regard to 7,634,314 shares of common stock. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares of common stock.

Each of Hopper, Barberry and Mr. Icahn, by virtue of their relationships to High River, may be deemed to indirectly beneficially own the shares of common stock that High River directly beneficially owns. Each of Hopper, Barberry and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Master, may be deemed to indirectly beneficially own the shares of common stock which Icahn Master directly beneficially owns. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Partners, may be deemed to indirectly beneficially own the shares of common stock which Icahn Partners directly beneficially owns. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes.

- (3) Based on the Schedule 13G/A filed on March 11, 2019, the Vanguard Group, Inc. and its subsidiary companies have sole voting power for 256,417 shares of common stock, sole dispositive power for 22,745,582 shares of common stock, shared dispositive power for 278,869 shares of common stock and shared voting power for 40,659 shares of common stock.
- (4) BlackRock, Inc. and its subsidiary companies have sole voting power for 13,827,430 shares of common stock and sole dispositive power for 15,816,977 shares of common stock, and have no shared voting power or shared dispositive power for any of the shares.
- (5) Based solely on the Schedule 13D/A filed on March 18, 2019, Darwin Deason has sole voting power and sole dispositive power for 15,322,341 shares of common stock, and has no shared dispositive or shared voting power for any of the shares. Mr. Deason may be deemed to beneficially own, in the aggregate, 15,322,341 shares, including 6,741,572 shares issuable upon the conversion of 180,000 shares of Xerox Series B Convertible Perpetual Preferred Stock, par value \$1.00 per share.

**Appendix D: Exhibit G - DOC #6  
Certification of Non-  
Involvement in Prohibited  
Activities in Iran**

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: Region 4 ESC 19-11Bidder/Offeror: Xerox Corporation**PART 1: CERTIFICATION****BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Rachael Jones TurnerSignature: Rachael Jones TurnerTitle: SLED Cooperative Contracts ManagerDate: 11-5-2019

**Appendix D: Exhibit G - DOC #7  
New Jersey Business  
Registration Certificate**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** XEROX CORPORATION  
**Trade Name:**  
**Address:** 800 PHILLIPS ROAD BLDG 205-99Z  
WEBSTER, NY 14580  
**Certificate Number:** 0061020  
**Effective Date:** November 07, 1960  
**Date of Issuance:** July 20, 2017

**For Office Use Only:**  
20170720114925109

# Appendix D: Exhibit H - Advertising Compliance Requirement

## EXHIBIT H

## ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

## Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

## Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
 CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR  
 CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI

CITY OF KENNER, LA  
 CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR  
 CITY OF ST. PAUL, OR  
 CITY OF SULPHUR, LA

Requirements for National Cooperative Contract

CITY OF TIGARD, OR  
 CITY OF TROUTDALE, OR  
 CITY OF TUALATIN, OR  
 CITY OF WALKER, LA  
 CITY OF WARRENTON, OR  
 CITY OF WEST LINN, OR  
 CITY OF WILSONVILLE, OR  
 CITY OF WINSTON, OR  
 CITY OF WOODBURN, OR  
 LEAGUE OF OREGON CITIES  
 THE CITY OF HAPPY VALLEY OREGON  
 ALPINE, UT  
 ALTA, UT  
 ALTAMONT, UT  
 ALTON, UT  
 AMALGA, UT  
 AMERICAN FORK CITY, UT  
 ANNABELLA, UT  
 ANTIMONY, UT  
 APPLE VALLEY, UT  
 AURORA, UT  
 BALLARD, UT  
 BEAR RIVER CITY, UT  
 BEAVER, UT  
 BICKNELL, UT  
 BIG WATER, UT  
 BLANDING, UT  
 BLUFFDALE, UT  
 BOULDER, UT  
 CITY OF BOUNTIFUL, UT  
 BRIAN HEAD, UT  
 BRIGHAM CITY CORPORATION, UT  
 BRYCE CANYON CITY, UT  
 CANNONVILLE, UT  
 CASTLE DALE, UT  
 CASTLE VALLEY, UT  
 CITY OF CEDAR CITY, UT  
 CEDAR FORT, UT  
 CITY OF CEDAR HILLS, UT  
 CENTERFIELD, UT  
 CENTERVILLE CITY CORPORATION, UT  
 CENTRAL VALLEY, UT  
 CHARLESTON, UT  
 CIRCLEVILLE, UT  
 CLARKSTON, UT  
 CLAWSON, UT  
 CLEARFIELD, UT  
 CLEVELAND, UT  
 CLINTON CITY CORPORATION, UT  
 COALVILLE, UT  
 CORINNE, UT  
 CORNISH, UT  
 COTTONWOOD HEIGHTS, UT  
 DANIEL, UT  
 DELTA, UT  
 DEWEYVILLE, UT  
 DRAPER CITY, UT  
 DUCHESNE, UT  
 EAGLE MOUNTAIN, UT  
 EAST CARBON, UT  
 ELK RIDGE, UT  
 ELMO, UT  
 ELSINORE, UT  
 ELWOOD, UT  
 EMERY, UT

ENOCH, UT  
 ENTERPRISE, UT  
 EPHRAIM, UT  
 ESCALANTE, UT  
 EUREKA, UT  
 FAIRFIELD, UT  
 FAIRVIEW, UT  
 FARMINGTON, UT  
 FARR WEST, UT  
 FAYETTE, UT  
 FERRON, UT  
 FIELDING, UT  
 FILLMORE, UT  
 FOUNTAIN GREEN, UT  
 FRANCIS, UT  
 FRUIT HEIGHTS, UT  
 GARDEN CITY, UT  
 GARLAND, UT  
 GENOLA, UT  
 GLENDALE, UT  
 GLENWOOD, UT  
 GOSHEN, UT  
 GRANTSVILLE, UT  
 GREEN RIVER, UT  
 GUNNISON, UT  
 HANKSVILLE, UT  
 HARRISVILLE, UT  
 HATCH, UT  
 HEBER CITY CORPORATION, UT  
 HELPER, UT  
 HENEFER, UT  
 HENRIEVILLE, UT  
 HERRIMAN, UT  
 HIDEOUT, UT  
 HIGHLAND, UT  
 HILDALE, UT  
 HINCKLEY, UT  
 HOLDEN, UT  
 HOLLADAY, UT  
 HONEYVILLE, UT  
 HOOPER, UT  
 HOWELL, UT  
 HUNTINGTON, UT  
 HUNTSVILLE, UT  
 CITY OF HURRICANE, UT  
 HYDE PARK, UT  
 HYRUM, UT  
 INDEPENDENCE, UT  
 IVINS, UT  
 JOSEPH, UT  
 JUNCTION, UT  
 KAMAS, UT  
 KANAB, UT  
 KANARRAVILLE, UT  
 KANOSH, UT  
 KAYSVILLE, UT  
 KINGSTON, UT  
 KOOSHAREM, UT  
 LAKETOWN, UT  
 LA VERKIN, UT  
 LAYTON, UT  
 LEAMINGTON, UT  
 LEEDS, UT  
 LEHI CITY CORPORATION, UT  
 LEVAN, UT

**EXHIBIT F**

LEWISTON, UT  
 LINDON, UT  
 LOA, UT  
 LOGAN CITY, UT  
 LYMAN, UT  
 LYNNDYL, UT  
 MANILA, UT  
 MANTI, UT  
 MANTUA, UT  
 MAPLETON, UT  
 MARRIOTT-SLATERVILLE, UT  
 MARYSVALE, UT  
 MAYFIELD, UT  
 MEADOW, UT  
 MENDON, UT  
 MIDVALE CITY INC., UT  
 MIDWAY, UT  
 MILFORD, UT  
 MILLVILLE, UT  
 MINERSVILLE, UT  
 MOAB, UT  
 MONA, UT  
 MONROE, UT  
 CITY OF MONTICELLO, UT  
 MORGAN, UT  
 MORONI, UT  
 MOUNT PLEASANT, UT  
 MURRAY CITY CORPORATION, UT  
 MYTON, UT  
 NAPLES, UT  
 NEPHI, UT  
 NEW HARMONY, UT  
 NEWTON, UT  
 NIBLEY, UT  
 NORTH LOGAN, UT  
 NORTH OGDEN, UT  
 NORTH SALT LAKE CITY, UT  
 OAK CITY, UT  
 OAKLEY, UT  
 OGDEN CITY CORPORATION, UT  
 OPHIR, UT  
 ORANGEVILLE, UT  
 ORDERVILLE, UT  
 OREM, UT  
 PANGUITCH, UT  
 PARADISE, UT  
 PARAGONAH, UT  
 PARK CITY, UT  
 PAROWAN, UT  
 PAYSON, UT  
 PERRY, UT  
 PLAIN CITY, UT  
 PLEASANT GROVE CITY, UT  
 PLEASANT VIEW, UT  
 PLYMOUTH, UT  
 PORTAGE, UT  
 PRICE, UT  
 PROVIDENCE, UT  
 PROVO, UT  
 RANDOLPH, UT  
 REDMOND, UT  
 RICHFIELD, UT  
 RICHMOND, UT  
 RIVERDALE, UT  
 RIVER HEIGHTS, UT

RIVERTON CITY, UT  
 ROCKVILLE, UT  
 ROCKY RIDGE, UT  
 ROOSEVELT CITY CORPORATION, UT  
 ROY, UT  
 RUSH VALLEY, UT  
 CITY OF ST. GEORGE, UT  
 SALEM, UT  
 SALINA, UT  
 SALT LAKE CITY CORPORATION, UT  
 SANDY, UT  
 SANTA CLARA, UT  
 SANTAQUIN, UT  
 SARATOGA SPRINGS, UT  
 SCIPIO, UT  
 SCOFIELD, UT  
 SIGURD, UT  
 SMITHFIELD, UT  
 SNOWVILLE, UT  
 CITY OF SOUTH JORDAN, UT  
 SOUTH OGDEN, UT  
 CITY OF SOUTH SALT LAKE, UT  
 SOUTH WEBER, UT  
 SPANISH FORK, UT  
 SPRING CITY, UT  
 SPRINGDALE, UT  
 SPRINGVILLE, UT  
 STERLING, UT  
 STOCKTON, UT  
 SUNNYSIDE, UT  
 SUNSET CITY CORP, UT  
 SYRACUSE, UT  
 TABIONA, UT  
 CITY OF TAYLORSVILLE, UT  
 TOOEELE CITY CORPORATION, UT  
 TOQUERVILLE, UT  
 TORREY, UT  
 TREMONTON CITY, UT  
 TRENTON, UT  
 TROPIC, UT  
 UINTAH, UT  
 VERNAL CITY, UT  
 VERNON, UT  
 VINEYARD, UT  
 VIRGIN, UT  
 WALES, UT  
 WALLSBURG, UT  
 WASHINGTON CITY, UT  
 WASHINGTON TERRACE, UT  
 WELLINGTON, UT  
 WELLSVILLE, UT  
 WENDOVER, UT  
 WEST BOUNTIFUL, UT  
 WEST HAVEN, UT  
 WEST JORDAN, UT  
 WEST POINT, UT  
 WEST VALLEY CITY, UT  
 WILLARD, UT  
 WOODLAND HILLS, UT  
 WOODRUFF, UT  
 WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**  
 ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT  
 CADDO PARISH, LA  
 CALCASIEU PARISH, LA  
 CALCASIEU PARISH SHERIFF'S OFFICE, LA  
 CITY AND COUNTY OF HONOLULU, HI  
 CLACKAMAS COUNTY, OR  
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
 OR  
 CLATSOP COUNTY, OR  
 COLUMBIA COUNTY, OR  
 COOS COUNTY, OR  
 COOS COUNTY HIGHWAY DEPARTMENT, OR  
 COUNTY OF HAWAII, OR  
 CROOK COUNTY, OR  
 CROOK COUNTY ROAD DEPARTMENT, OR  
 CURRY COUNTY, OR  
 DESCHUTES COUNTY, OR  
 DOUGLAS COUNTY, OR  
 EAST BATON ROUGE PARISH, LA  
 GILLIAM COUNTY, OR  
 GRANT COUNTY, OR  
 HARNEY COUNTY, OR  
 HARNEY COUNTY SHERIFFS OFFICE, OR  
 HAWAII COUNTY, HI  
 HOOD RIVER COUNTY, OR  
 JACKSON COUNTY, OR  
 JEFFERSON COUNTY, OR  
 JEFFERSON PARISH, LA  
 JOSEPHINE COUNTY GOVERNMENT, OR  
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
 LAFAYETTE PARISH, LA  
 LAFAYETTE PARISH CONVENTION & VISITORS  
 COMMISSION  
 LAFOURCHE PARISH, LA  
 KAUAI COUNTY, HI  
 KLAMATH COUNTY, OR  
 LAKE COUNTY, OR  
 LANE COUNTY, OR  
 LINCOLN COUNTY, OR  
 LINN COUNTY, OR  
 LIVINGSTON PARISH, LA  
 MALHEUR COUNTY, OR  
 MAUI COUNTY, HI  
 MARION COUNTY, SALEM, OR  
 MORROW COUNTY, OR  
 MULTNOMAH COUNTY, OR  
 MULTNOMAH COUNTY BUSINESS AND  
 COMMUNITY SERVICES, OR  
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
 MULTNOMAH LAW LIBRARY, OR  
 ORLEANS PARISH, LA  
 PLAQUEMINES PARISH, LA  
 POLK COUNTY, OR  
 RAPIDES PARISH, LA  
 SAINT CHARLES PARISH, LA  
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
 SAINT LANDRY PARISH, LA  
 SAINT TAMMANY PARISH, LA  
 SHERMAN COUNTY, OR  
 TERREBONNE PARISH, LA  
 TILLAMOOK COUNTY, OR  
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
 UMATILLA COUNTY, OR  
 UNION COUNTY, OR

WALLOWA COUNTY, OR  
 WASCO COUNTY, OR  
 WASHINGTON COUNTY, OR  
 WEST BATON ROUGE PARISH, LA  
 WHEELER COUNTY, OR  
 YAMHILL COUNTY, OR  
 COUNTY OF BOX ELDER, UT  
 COUNTY OF CACHE, UT  
 COUNTY OF RICH, UT  
 COUNTY OF WEBER, UT  
 COUNTY OF MORGAN, UT  
 COUNTY OF DAVIS, UT  
 COUNTY OF SUMMIT, UT  
 COUNTY OF DAGGETT, UT  
 COUNTY OF SALT LAKE, UT  
 COUNTY OF TOOELE, UT  
 COUNTY OF UTAH, UT  
 COUNTY OF WASATCH, UT  
 COUNTY OF DUCHESNE, UT  
 COUNTY OF UINTAH, UT  
 COUNTY OF CARBON, UT  
 COUNTY OF SANPETE, UT  
 COUNTY OF JUAB, UT  
 COUNTY OF MILLARD, UT  
 COUNTY OF SEVIER, UT  
 COUNTY OF EMERY, UT  
 COUNTY OF GRAND, UT  
 COUNTY OF BEVER, UT  
 COUNTY OF PIUTE, UT  
 COUNTY OF WAYNE, UT  
 COUNTY OF SAN JUAN, UT  
 COUNTY OF GARFIELD, UT  
 COUNTY OF KANE, UT  
 COUNTY OF IRON, UT  
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
 BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
 PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
 AUTHORITIES, RESERVATIONS AND UTILITIES  
 INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
 ADEL WATER IMPROVEMENT DISTRICT, OR  
 ADRIAN R.F.P.D., OR  
 AGNESS COMMUNITY LIBRARY, OR  
 AGNESS-ILLAHE R.F.P.D., OR  
 AGRICULTURE EDUCATION SERVICE EXTENSION  
 DISTRICT, OR  
 ALDER CREEK-BARLOW WATER DISTRICT NO. 29,  
 OR  
 ALFALFA FIRE DISTRICT, OR  
 ALSEA R.F.P.D., OR  
 ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,  
 OR  
 AMITY FIRE DISTRICT, OR  
 ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
 APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
 OR  
 APPLGATE VALLEY R.F.P.D. #9, OR  
 ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,  
 OR  
 ARCH CAPE SANITARY DISTRICT, OR  
 ARNOLD IRRIGATION DISTRICT, OR  
 ASH CREEK WATER CONTROL DISTRICT, OR  
 ATHENA CEMETERY MAINTENANCE DISTRICT, OR

**EXHIBIT F**

AUMSVILLE R.F.P.D., OR  
 AURORA R.F.P.D., OR  
 AZALEA R.F.P.D., OR  
 BADGER IMPROVEMENT DISTRICT, OR  
 BAILEY-SPENCER R.F.P.D., OR  
 BAKER COUNTY LIBRARY DISTRICT, OR  
 BAKER R.F.P.D., OR  
 BAKER RIVERTON ROAD DISTRICT, OR  
 BAKER VALLEY IRRIGATION DISTRICT, OR  
 BAKER VALLEY S.W.C.D., OR  
 BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
 BANDON CRANBERRY WATER CONTROL DISTRICT,  
 OR  
 BANDON R.F.P.D., OR  
 BANKS FIRE DISTRICT, OR  
 BANKS FIRE DISTRICT #13, OR  
 BAR L RANCH ROAD DISTRICT, OR  
 BARLOW WATER IMPROVEMENT DISTRICT, OR  
 BASIN AMBULANCE SERVICE DISTRICT, OR  
 BASIN TRANSIT SERVICE TRANSPORTATION  
 DISTRICT, OR  
 BATON ROUGE WATER COMPANY  
 BAY AREA HEALTH DISTRICT, OR  
 BAYSHORE SPECIAL ROAD DISTRICT, OR  
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
 BEAVER CREEK WATER CONTROL DISTRICT, OR  
 BEAVER DRAINAGE IMPROVEMENT COMPANY,  
 INC., OR  
 BEAVER SLOUGH DRAINAGE DISTRICT, OR  
 BEAVER SPECIAL ROAD DISTRICT, OR  
 BEAVER WATER DISTRICT, OR  
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
 DISTRICT, OR  
 BEND METRO PARK AND RECREATION DISTRICT  
 BENTON S.W.C.D., OR  
 BERNDT SUBDIVISION WATER IMPROVEMENT  
 DISTRICT, OR  
 BEVERLY BEACH WATER DISTRICT, OR  
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
 LA  
 BIG BEND IRRIGATION DISTRICT, OR  
 BIGGS SERVICE DISTRICT, OR  
 BLACK BUTTE RANCH DEPARTMENT OF POLICE  
 SERVICES, OR  
 BLACK BUTTE RANCH R.F.P.D., OR  
 BLACK MOUNTAIN WATER DISTRICT, OR  
 BLODGETT-SUMMIT R.F.P.D., OR  
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
 BLUE RIVER PARK & RECREATION DISTRICT, OR  
 BLUE RIVER WATER DISTRICT, OR  
 BLY R.F.P.D., OR  
 BLY VECTOR CONTROL DISTRICT, OR  
 BLY WATER AND SANITARY DISTRICT, OR  
 BOARDMAN CEMETERY MAINTENANCE DISTRICT,  
 OR  
 BOARDMAN PARK AND RECREATION DISTRICT  
 BOARDMAN R.F.P.D., OR  
 BONANZA BIG SPRINGS PARK & RECREATION  
 DISTRICT, OR  
 BONANZA MEMORIAL PARK CEMETERY DISTRICT,  
 OR  
 BONANZA R.F.P.D., OR  
 BONANZA-LANGELL VALLEY VECTOR CONTROL  
 DISTRICT, OR

BORING WATER DISTRICT #24, OR  
 BOULDER CREEK RETREAT SPECIAL ROAD  
 DISTRICT, OR  
 BRIDGE R.F.P.D., OR  
 BROOKS COMMUNITY SERVICE DISTRICT, OR  
 BROWNSVILLE R.F.P.D., OR  
 BUELL-RED PRAIRIE WATER DISTRICT, OR  
 BUNKER HILL R.F.P.D. #1, OR  
 BUNKER HILL SANITARY DISTRICT, OR  
 BURLINGTON WATER DISTRICT, OR  
 BURNT RIVER IRRIGATION DISTRICT, OR  
 BURNT RIVER S.W.C.D., OR  
 CALAPOOIA R.F.P.D., OR  
 CAMAS VALLEY R.F.P.D., OR  
 CAMELLIA PARK SANITARY DISTRICT, OR  
 CAMMANN ROAD DISTRICT, OR  
 CAMP SHERMAN ROAD DISTRICT, OR  
 CANBY AREA TRANSIT, OR  
 CANBY R.F.P.D. #62, OR  
 CANBY UTILITY BOARD, OR  
 CANNON BEACH R.F.P.D., OR  
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
 CAPE FERRELO R.F.P.D., OR  
 CAPE FOULWEATHER SANITARY DISTRICT, OR  
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
 CARMEL BEACH WATER DISTRICT, OR  
 CASCADE VIEW ESTATES TRACT 2, OR  
 CEDAR CREST SPECIAL ROAD DISTRICT, OR  
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
 CENTRAL CASCADES FIRE AND EMS, OR  
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
 CENTRAL LINCOLN P.U.D., OR  
 CENTRAL OREGON COAST FIRE & RESCUE  
 DISTRICT, OR  
 CENTRAL OREGON INTERGOVERNMENTAL  
 COUNCIL  
 CENTRAL OREGON IRRIGATION DISTRICT, OR  
 CHAPARRAL WATER CONTROL DISTRICT, OR  
 CHARLESTON FIRE DISTRICT, OR  
 CHARLESTON SANITARY DISTRICT, OR  
 CHARLOTTE ANN WATER DISTRICT, OR  
 CHEHALEM PARK & RECREATION DISTRICT, OR  
 CHEHALEM PARK AND RECREATION DISTRICT  
 CHEMULT R.F.P.D., OR  
 CHENOWITH WATER P.U.D., OR  
 CHERRIOTS, OR  
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,  
 OR  
 CHILOQUIN VECTOR CONTROL DISTRICT, OR  
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
 CHR DISTRICT IMPROVEMENT COMPANY, OR  
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,  
 OR  
 CHRISTMAS VALLEY PARK & RECREATION  
 DISTRICT, OR  
 CHRISTMAS VALLEY R.F.P.D., OR  
 CITY OF BOGALUSA SCHOOL BOARD, LA  
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
 CLACKAMAS COUNTY VECTOR CONTROL  
 DISTRICT, OR  
 CLACKAMAS RIVER WATER  
 CLACKAMAS RIVER WATER, OR

**EXHIBIT F**

CLACKAMAS S.W.C.D., OR  
 CLATSKANIE DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 CLATSKANIE LIBRARY DISTRICT, OR  
 CLATSKANIE P.U.D., OR  
 CLATSKANIE PARK & RECREATION DISTRICT, OR  
 CLATSKANIE PEOPLE'S UTILITY DISTRICT  
 CLATSKANIE R.F.P.D., OR  
 CLATSOP CARE CENTER HEALTH DISTRICT, OR  
 CLATSOP COUNTY S.W.C.D., OR  
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,  
 INC., OR  
 CLEAN WATER SERVICES  
 CLEAN WATER SERVICES, OR  
 CLOVERDALE R.F.P.D., OR  
 CLOVERDALE SANITARY DISTRICT, OR  
 CLOVERDALE WATER DISTRICT, OR  
 COALEDO DRAINAGE DISTRICT, OR  
 COBURG FIRE DISTRICT, OR  
 COLESTIN RURAL FIRE DISTRICT, OR  
 COLTON R.F.P.D., OR  
 COLTON WATER DISTRICT #11, OR  
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 COLUMBIA DRAINAGE VECTOR CONTROL, OR  
 COLUMBIA IMPROVEMENT DISTRICT, OR  
 COLUMBIA R.F.P.D., OR  
 COLUMBIA RIVER FIRE & RESCUE, OR  
 COLUMBIA RIVER PUD, OR  
 COLUMBIA S.W.C.D., OR  
 COLUMBIA S.W.C.D., OR  
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
 RESERVATION  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
 OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,  
 OR  
 COOS FOREST PROTECTIVE ASSOCIATION  
 COOS S.W.C.D., OR  
 COQUILLE R.F.P.D., OR  
 COQUILLE VALLEY HOSPITAL DISTRICT, OR  
 CORBETT WATER DISTRICT, OR  
 CORNELIUS R.F.P.D., OR  
 CORP RANCH ROAD WATER IMPROVEMENT, OR  
 CORVALLIS R.F.P.D., OR  
 COUNTRY CLUB ESTATES SPECIAL WATER  
 DISTRICT, OR  
 COUNTRY CLUB WATER DISTRICT, OR  
 COUNTRY ESTATES ROAD DISTRICT, OR  
 COVE CEMETERY MAINTENANCE DISTRICT, OR  
 COVE ORCHARD SEWER SERVICE DISTRICT, OR  
 COVE R.F.P.D., OR  
 CRESCENT R.F.P.D., OR  
 CRESCENT SANITARY DISTRICT, OR  
 CRESCENT WATER SUPPLY AND IMPROVEMENT  
 DISTRICT, OR  
 CROOK COUNTY AGRICULTURE EXTENSION  
 SERVICE DISTRICT, OR  
 CROOK COUNTY CEMETERY DISTRICT, OR  
 CROOK COUNTY FIRE AND RESCUE, OR  
 CROOK COUNTY PARKS & RECREATION DISTRICT,  
 OR

CROOK COUNTY S.W.C.D., OR  
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
 CROOKED RIVER RANCH R.F.P.D., OR  
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,  
 OR  
 CRYSTAL SPRINGS WATER DISTRICT, OR  
 CURRY COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 CURRY COUNTY PUBLIC TRANSIT SERVICE  
 DISTRICT, OR  
 CURRY COUNTY S.W.C.D., OR  
 CURRY HEALTH DISTRICT, OR  
 CURRY PUBLIC LIBRARY DISTRICT, OR  
 DALLAS CEMETERY DISTRICT #4, OR  
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
 DAYS CREEK R.F.P.D., OR  
 DAYTON FIRE DISTRICT, OR  
 DEAN MINARD WATER DISTRICT, OR  
 DEE IRRIGATION DISTRICT, OR  
 DEER ISLAND DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 DELL BROGAN CEMETERY MAINTENANCE  
 DISTRICT, OR  
 DEPOE BAY R.F.P.D., OR  
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
 DESCHUTES COUNTY R.F.P.D. #2, OR  
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
 DESCHUTES S.W.C.D., OR  
 DESCHUTES VALLEY WATER DISTRICT, OR  
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
 DEXTER R.F.P.D., OR  
 DEXTER SANITARY DISTRICT, OR  
 DORA-SITKUM R.F.P.D., OR  
 DOUGLAS COUNTY FIRE DISTRICT #2, OR  
 DOUGLAS S.W.C.D., OR  
 DRAKES CROSSING R.F.P.D., OR  
 DRRH SPECIAL ROAD DISTRICT #6, OR  
 DRY GULCH DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 DUFUR RECREATION DISTRICT, OR  
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
 DUNDEE R.F.P.D., OR  
 DURKEE COMMUNITY BUILDING PRESERVATION  
 DISTRICT, OR  
 EAGLE POINT IRRIGATION DISTRICT, OR  
 EAGLE VALLEY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 EAGLE VALLEY R.F.P.D., OR  
 EAGLE VALLEY S.W.C.D., OR  
 EAST FORK IRRIGATION DISTRICT, OR  
 EAST MULTNOMAH S.W.C.D., OR  
 EAST SALEM SERVICE DISTRICT, OR  
 EAST UMATILLA CHEMICAL CONTROL DISTRICT,  
 OR  
 EAST UMATILLA COUNTY AMBULANCE AREA  
 HEALTH DISTRICT, OR  
 EAST UMATILLA COUNTY R.F.P.D., OR  
 EAST VALLEY WATER DISTRICT, OR  
 ELGIN COMMUNITY PARKS & RECREATION  
 DISTRICT, OR  
 ELGIN HEALTH DISTRICT, OR  
 ELGIN R.F.P.D., OR  
 ELKTON ESTATES PHASE II SPECIAL ROAD  
 DISTRICT, OR

**EXHIBIT F**

ELKTON R.F.P.D., OR  
 EMERALD P.U.D., OR  
 ENTERPRISE IRRIGATION DISTRICT, OR  
 ESTACADA CEMETERY MAINTENANCE DISTRICT,  
 OR  
 ESTACADA R.F.P.D. #69, OR  
 EUGENE R.F.P.D. # 1, OR  
 EUGENE WATER AND ELECTRIC BOARD  
 EVANS VALLEY FIRE DISTRICT #6, OR  
 FAIR OAKS R.F.P.D., OR  
 FAIRVIEW R.F.P.D., OR  
 FAIRVIEW WATER DISTRICT, OR  
 FALCON HEIGHTS WATER AND SEWER, OR  
 FALCON-COVE BEACH WATER DISTRICT, OR  
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
 FARGO INTERCHANGE SERVICE DISTRICT, OR  
 FARMERS IRRIGATION DISTRICT, OR  
 FAT ELK DRAINAGE DISTRICT, OR  
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT,  
 OR  
 FOR FAR ROAD DISTRICT, OR  
 FOREST GROVE R.F.P.D., OR  
 FOREST VIEW SPECIAL ROAD DISTRICT, OR  
 FORT ROCK-SILVER LAKE S.W.C.D., OR  
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
 FOX CEMETERY MAINTENANCE DISTRICT, OR  
 GARDINER R.F.P.D., OR  
 GARDINER SANITARY DISTRICT, OR  
 GARIBALDI R.F.P.D., OR  
 GASTON R.F.P.D., OR  
 GATES R.F.P.D., OR  
 GEARHART R.F.P.D., OR  
 GILLIAM S.W.C.D., OR  
 GLENDALE AMBULANCE DISTRICT, OR  
 GLENDALE R.F.P.D., OR  
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
 GLENEDEN SANITARY DISTRICT, OR  
 GLENWOOD WATER DISTRICT, OR  
 GLIDE - IDLEYLD SANITARY DISTRICT, OR  
 GLIDE R.F.P.D., OR  
 GOLD BEACH - WEDDERBURN R.F.P.D., OR  
 GOLD HILL IRRIGATION DISTRICT, OR  
 GOLDFINCH ROAD DISTRICT, OR  
 GOSHEN R.F.P.D., OR  
 GOVERNMENT CAMP ROAD DISTRICT, OR  
 GOVERNMENT CAMP SANITARY DISTRICT, OR  
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
 GRAND RONDE SANITARY DISTRICT, OR  
 GRANT COUNTY TRANSPORTATION DISTRICT, OR  
 GRANT S.W.C.D., OR  
 GRANTS PASS IRRIGATION DISTRICT, OR  
 GREATER BOWEN VALLEY R.F.P.D., OR  
 GREATER ST. HELENS PARK & RECREATION  
 DISTRICT, OR  
 GREATER TOLEDO POOL RECREATION DISTRICT,  
 OR  
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
 GREEN SANITARY DISTRICT, OR  
 GREENACRES R.F.P.D., OR  
 GREENBERRY IRRIGATION DISTRICT, OR  
 GREENSPRINGS RURAL FIRE DISTRICT, OR  
 HAHLEN ROAD SPECIAL DISTRICT, OR  
 HAINES CEMETERY MAINTENANCE DISTRICT, OR  
 HAINES FIRE PROTECTION DISTRICT, OR

HALSEY-SHEDD R.F.P.D., OR  
 HAMLET R.F.P.D., OR  
 HARBOR R.F.P.D., OR  
 HARBOR SANITARY DISTRICT, OR  
 HARBOR WATER P.U.D., OR  
 HARNEY COUNTY HEALTH DISTRICT, OR  
 HARNEY S.W.C.D., OR  
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
 HARRISBURG FIRE AND RESCUE, OR  
 HAUSER R.F.P.D., OR  
 HAZELDELL RURAL FIRE DISTRICT, OR  
 HEBO JOINT WATER-SANITARY AUTHORITY, OR  
 HECETA WATER P.U.D., OR  
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
 HELIX PARK & RECREATION DISTRICT, OR  
 HELIX R.F.P.D. #7-411, OR  
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
 HEPPNER R.F.P.D., OR  
 HEPPNER WATER CONTROL DISTRICT, OR  
 HEREFORD COMMUNITY HALL RECREATION  
 DISTRICT, OR  
 HERMISTON CEMETERY DISTRICT, OR  
 HERMISTON IRRIGATION DISTRICT, OR  
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT  
 DISTRICT, OR  
 HIGH DESERT PARK & RECREATION DISTRICT, OR  
 HIGHLAND SUBDIVISION WATER DISTRICT, OR  
 HONOLULU INTERNATIONAL AIRPORT  
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,  
 OR  
 HOOD RIVER S.W.C.D., OR  
 HOOD RIVER VALLEY PARKS & RECREATION  
 DISTRICT, OR  
 HOODLAND FIRE DISTRICT #74  
 HOODLAND FIRE DISTRICT #74, OR  
 HORSEFLY IRRIGATION DISTRICT, OR  
 HOSKINS-KINGS VALLEY R.F.P.D., OR  
 HOUSING AUTHORITY OF PORTLAND  
 HUBBARD R.F.P.D., OR  
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,  
 OR  
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 ICE FOUNTAIN WATER DISTRICT, OR  
 IDAHO POINT SPECIAL ROAD DISTRICT, OR  
 IDANHA-DETROIT RURAL FIRE PROTECTION  
 DISTRICT, OR  
 ILLINOIS VALLEY FIRE DISTRICT  
 ILLINOIS VALLEY R.F.P.D., OR  
 ILLINOIS VALLEY S.W.C.D., OR  
 IMBLER R.F.P.D., OR  
 INTERLACHEN WATER P.U.D., OR  
 IONE LIBRARY DISTRICT, OR  
 IONE R.F.P.D. #6-604, OR  
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
 IRONSIDE RURAL ROAD DISTRICT #5, OR  
 IRRIGON PARK & RECREATION DISTRICT, OR  
 IRRIGON R.F.P.D., OR  
 ISLAND CITY AREA SANITATION DISTRICT, OR  
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,  
 OR  
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
 JACKSON COUNTY FIRE DISTRICT #3, OR  
 JACKSON COUNTY FIRE DISTRICT #4, OR

**EXHIBIT F**

JACKSON COUNTY FIRE DISTRICT #5, OR  
 JACKSON COUNTY LIBRARY DISTRICT, OR  
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
 JACKSON S.W.C.D., OR  
 JASPER KNOLLS WATER DISTRICT, OR  
 JEFFERSON COUNTY EMERGENCY MEDICAL  
 SERVICE DISTRICT, OR  
 JEFFERSON COUNTY FIRE DISTRICT #1, OR  
 JEFFERSON COUNTY LIBRARY DISTRICT, OR  
 JEFFERSON COUNTY S.W.C.D., OR  
 JEFFERSON PARK & RECREATION DISTRICT, OR  
 JEFFERSON R.F.P.D., OR  
 JOB'S DRAINAGE DISTRICT, OR  
 JOHN DAY WATER DISTRICT, OR  
 JOHN DAY-CANYON CITY PARKS & RECREATION  
 DISTRICT, OR  
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
 JORDAN VALLEY CEMETERY DISTRICT, OR  
 JORDAN VALLEY IRRIGATION DISTRICT, OR  
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 JOSEPHINE COUNTY 911 AGENCY, OR  
 JUNCTION CITY R.F.P.D., OR  
 JUNCTION CITY WATER CONTROL DISTRICT, OR  
 JUNIPER BUTTE ROAD DISTRICT, OR  
 JUNIPER CANYON WATER CONTROL DISTRICT, OR  
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,  
 OR  
 JUNIPER FLAT R.F.P.D., OR  
 JUNO NONPROFIT WATER IMPROVEMENT  
 DISTRICT, OR  
 KEATING R.F.P.D., OR  
 KEATING S.W.C.D., OR  
 KEIZER R.F.P.D., OR  
 KELLOGG RURAL FIRE DISTRICT, OR  
 KENO IRRIGATION DISTRICT, OR  
 KENO PINES ROAD DISTRICT, OR  
 KENO R.F.P.D., OR  
 KENT WATER DISTRICT, OR  
 KERBY WATER DISTRICT, OR  
 K-GB-LB WATER DISTRICT, OR  
 KILCHIS WATER DISTRICT, OR  
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY FIRE DISTRICT #1, OR  
 KLAMATH COUNTY FIRE DISTRICT #3, OR  
 KLAMATH COUNTY FIRE DISTRICT #4, OR  
 KLAMATH COUNTY FIRE DISTRICT #5, OR  
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT,  
 OR  
 KLAMATH COUNTY PREDATORY ANIMAL  
 CONTROL DISTRICT, OR  
 KLAMATH DRAINAGE DISTRICT, OR  
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD  
 DISTRICT UNIT #2, OR  
 KLAMATH INTEROPERABILITY RADIO GROUP, OR  
 KLAMATH IRRIGATION DISTRICT, OR  
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,  
 OR  
 KLAMATH S.W.C.D., OR

KLAMATH VECTOR CONTROL DISTRICT, OR  
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
 LA GRANDE CEMETERY MAINTENANCE DISTRICT,  
 OR  
 LA GRANDE R.F.P.D., OR  
 LA PINE PARK & RECREATION DISTRICT, OR  
 LA PINE R.F.P.D., OR  
 LABISH VILLAGE SEWAGE & DRAINAGE, OR  
 LACOMB IRRIGATION DISTRICT, OR  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
 REGION 3  
 LAIDLAW WATER DISTRICT, OR  
 LAKE CHINOOK FIRE & RESCUE, OR  
 LAKE COUNTY 4-H & EXTENSION SERVICE  
 DISTRICT, OR  
 LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR  
 LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR  
 LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR  
 LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,  
 OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL  
 DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,  
 OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR  
 LOWER MCKAY CREEK WATER CONTROL  
 DISTRICT, OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
 LOWER SILETZ WATER DISTRICT, OR

**EXHIBIT F**

LOWER UMPQUA HOSPITAL DISTRICT, OR  
 LOWER UMPQUA PARK & RECREATION DISTRICT,  
 OR  
 LOWER VALLEY WATER IMPROVEMENT DISTRICT,  
 OR  
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,  
 OR  
 LUSTED WATER DISTRICT, OR  
 LYONS R.F.P.D., OR  
 LYONS-MEHAMA WATER DISTRICT, OR  
 MADRAS AQUATIC CENTER DISTRICT, OR  
 MAKAI SPECIAL ROAD DISTRICT, OR  
 MALHEUR COUNTY S.W.C.D., OR  
 MALHEUR COUNTY VECTOR CONTROL DISTRICT,  
 OR  
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
 MALHEUR DRAINAGE DISTRICT, OR  
 MALHEUR MEMORIAL HEALTH DISTRICT, OR  
 MALIN COMMUNITY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 MALIN COMMUNITY PARK & RECREATION  
 DISTRICT, OR  
 MALIN IRRIGATION DISTRICT, OR  
 MALIN R.F.P.D., OR  
 MAPLETON FIRE DEPARTMENT, OR  
 MAPLETON WATER DISTRICT, OR  
 MARCOLA WATER DISTRICT, OR  
 MARION COUNTY EXTENSION & 4H SERVICE  
 DISTRICT, OR  
 MARION COUNTY FIRE DISTRICT #1, OR  
 MARION JACK IMPROVEMENT DISTRICT, OR  
 MARION S.W.C.D., OR  
 MARY'S RIVER ESTATES ROAD DISTRICT, OR  
 MCDONALD FOREST ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 MCKAY ACRES IMPROVEMENT DISTRICT, OR  
 MCKAY DAM R.F.P.D. # 7-410, OR  
 MCKENZIE FIRE & RESCUE, OR  
 MCKENZIE PALISADES WATER SUPPLY  
 CORPORATION, OR  
 MCMINNVILLE R.F.P.D., OR  
 MCNULTY WATER P.U.D., OR  
 MEADOWS DRAINAGE DISTRICT, OR  
 MEDFORD IRRIGATION DISTRICT, OR  
 MEDFORD R.F.P.D. #2, OR  
 MEDFORD WATER COMMISSION  
 MEDICAL SPRINGS R.F.P.D., OR  
 MELHEUR COUNTY JAIL, OR  
 MERLIN COMMUNITY PARK DISTRICT, OR  
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
 MERRILL PARK DISTRICT, OR  
 MERRILL R.F.P.D., OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION  
 COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MID COUNTY CEMETERY MAINTENANCE DISTRICT,  
 OR  
 MID-COLUMBIA FIRE AND RESCUE, OR  
 MIDDLE FORK IRRIGATION DISTRICT, OR  
 MIDLAND COMMUNITY PARK, OR  
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
 MILES CROSSING SANITARY SEWER DISTRICT, OR  
 MILL CITY R.F.P.D. #2-303, OR

MILL FOUR DRAINAGE DISTRICT, OR  
 MILLICOMA RIVER PARK & RECREATION DISTRICT,  
 OR  
 MILLINGTON R.F.P.D. #5, OR  
 MILO VOLUNTEER FIRE DEPARTMENT, OR  
 MILTON-FREEWATER AMBULANCE SERVICE AREA  
 HEALTH DISTRICT, OR  
 MILTON-FREEWATER WATER CONTROL DISTRICT,  
 OR  
 MIROCO SPECIAL ROAD DISTRICT, OR  
 MIST-BIRKENFELD R.F.P.D., OR  
 MODOC POINT IRRIGATION DISTRICT, OR  
 MODOC POINT SANITARY DISTRICT, OR  
 MOHAWK VALLEY R.F.P.D., OR  
 MOLALLA AQUATIC DISTRICT, OR  
 MOLALLA R.F.P.D. #73, OR  
 MONITOR R.F.P.D., OR  
 MONROE R.F.P.D., OR  
 MONUMENT CEMETERY MAINTENANCE DISTRICT,  
 OR  
 MONUMENT S.W.C.D., OR  
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT, OR  
 MORROW COUNTY UNIFIED RECREATION  
 DISTRICT, OR  
 MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. LAKI CEMETERY DISTRICT, OR  
 MT. VERNON R.F.P.D., OR  
 MULINO WATER DISTRICT #1, OR  
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
 MULTNOMAH COUNTY R.F.P.D. #10, OR  
 MULTNOMAH COUNTY R.F.P.D. #14, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MYRTLE CREEK R.F.P.D., OR  
 NEAH-KAH-NIE WATER DISTRICT, OR  
 NEDONNA R.F.P.D., OR  
 NEHALEM BAY FIRE AND RESCUE, OR  
 NEHALEM BAY HEALTH DISTRICT, OR  
 NEHALEM BAY WASTEWATER AGENCY, OR  
 NESIKA BEACH-OPHIR WATER DISTRICT, OR  
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
 NESKOWIN REGIONAL WATER DISTRICT, OR  
 NESTUCCA R.F.P.D., OR  
 NETARTS WATER DISTRICT, OR  
 NETARTS-OCEANSIDE R.F.P.D., OR  
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
 NEW BRIDGE WATER SUPPLY DISTRICT, OR  
 NEW CARLTON FIRE DISTRICT, OR  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NEW PINE CREEK R.F.P.D., OR  
 NEWBERG R.F.P.D., OR  
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
 NEWPORT R.F.P.D., OR  
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 NORTH ALBANY R.F.P.D., OR  
 NORTH BAY R.F.P.D. #9, OR  
 NORTH CLACKAMAS PARKS & RECREATION  
 DISTRICT, OR  
 NORTH COUNTY RECREATION DISTRICT, OR

**EXHIBIT F**

NORTH DOUGLAS COUNTY FIRE & EMS, OR  
 NORTH DOUGLAS PARK & RECREATION DISTRICT,  
 OR  
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 NORTH GILLIAM COUNTY R.F.P.D., OR  
 NORTH LAKE HEALTH DISTRICT, OR  
 NORTH LEBANON WATER CONTROL DISTRICT, OR  
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
 NORTH LINCOLN HEALTH DISTRICT, OR  
 NORTH MORROW VECTOR CONTROL DISTRICT, OR  
 NORTH SHERMAN COUNTY R.F.P.D, OR  
 NORTH UNIT IRRIGATION DISTRICT, OR  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT,  
 OR  
 NORTHERN WASCO COUNTY P.U.D., OR  
 NORTHERN WASCO COUNTY PARK & RECREATION  
 DISTRICT, OR  
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
 NYSSA RURAL FIRE DISTRICT, OR  
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
 OAK LODGE WATER SERVICES, OR  
 OAKLAND R.F.P.D., OR  
 OAKVILLE COMMUNITY CENTER, OR  
 OCEANSIDE WATER DISTRICT, OR  
 OCHOCO IRRIGATION DISTRICT, OR  
 OCHOCO WEST WATER AND SANITARY  
 AUTHORITY, OR  
 ODELL SANITARY DISTRICT, OR  
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
 ONTARIO LIBRARY DISTRICT, OR  
 ONTARIO R.F.P.D., OR  
 OPHIR R.F.P.D., OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON INTERNATIONAL PORT OF COOS BAY, OR  
 OREGON LEGISLATIVE ADMINISTRATION  
 OREGON OUTBACK R.F.P.D., OR  
 OREGON POINT, OR  
 OREGON TRAIL LIBRARY DISTRICT, OR  
 OTTER ROCK WATER DISTRICT, OR  
 OWW UNIT #2 SANITARY DISTRICT, OR  
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
 OWYHEE IRRIGATION DISTRICT, OR  
 PACIFIC CITY JOINT WATER-SANITARY  
 AUTHORITY, OR  
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
 PALATINE HILL WATER DISTRICT, OR  
 PALMER CREEK WATER DISTRICT IMPROVEMENT  
 COMPANY, OR  
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
 PANTHER CREEK ROAD DISTRICT, OR  
 PANTHER CREEK WATER DISTRICT, OR  
 PARKDALE R.F.P.D., OR  
 PARKDALE SANITARY DISTRICT, OR  
 PENINSULA DRAINAGE DISTRICT #1, OR  
 PENINSULA DRAINAGE DISTRICT #2, OR  
 PHILOMATH FIRE AND RESCUE, OR  
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT  
 #5, OR  
 PILOT ROCK PARK & RECREATION DISTRICT, OR  
 PILOT ROCK R.F.P.D., OR

PINE EAGLE HEALTH DISTRICT, OR  
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
 PINE GROVE IRRIGATION DISTRICT, OR  
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,  
 OR  
 PINE GROVE WATER DISTRICT-MAUPIN, OR  
 PINE VALLEY CEMETERY DISTRICT, OR  
 PINE VALLEY R.F.P.D., OR  
 PINWOOD COUNTRY ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
 PISTOL RIVER CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PISTOL RIVER FIRE DISTRICT, OR  
 PLEASANT HILL R.F.P.D., OR  
 PLEASANT HOME WATER DISTRICT, OR  
 POCAHONTAS MINING AND IRRIGATION DISTRICT,  
 OR  
 POE VALLEY IMPROVEMENT DISTRICT, OR  
 POE VALLEY PARK & RECREATION DISTRICT, OR  
 POE VALLEY VECTOR CONTROL DISTRICT, OR  
 POLK COUNTY FIRE DISTRICT #1, OR  
 POLK S.W.C.D., OR  
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,  
 OR  
 PORT OF ALSEA, OR  
 PORT OF ARLINGTON, OR  
 PORT OF ASTORIA, OR  
 PORT OF BANDON, OR  
 PORT OF BRANDON, OR  
 PORT OF BROOKINGS HARBOR, OR  
 PORT OF CASCADE LOCKS, OR  
 PORT OF COQUILLE RIVER, OR  
 PORT OF GARIBALDI, OR  
 PORT OF GOLD BEACH, OR  
 PORT OF HOOD RIVER, OR  
 PORT OF MORGAN CITY, LA  
 PORT OF MORROW, OR  
 PORT OF NEHALEM, OR  
 PORT OF NEWPORT, OR  
 PORT OF PORT ORFORD, OR  
 PORT OF PORTLAND, OR  
 PORT OF SIUSLAW, OR  
 PORT OF ST. HELENS, OR  
 PORT OF THE DALLES, OR  
 PORT OF TILLAMOOK BAY, OR  
 PORT OF TOLEDO, OR  
 PORT OF UMATILLA, OR  
 PORT OF UMPQUA, OR  
 PORT ORFORD CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
 PORT ORFORD R.F.P.D., OR  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 POWDER R.F.P.D., OR  
 POWDER RIVER R.F.P.D., OR  
 POWDER VALLEY WATER CONTROL DISTRICT, OR  
 POWERS HEALTH DISTRICT, OR  
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT  
 #1, OR  
 PROSPECT R.F.P.D., OR

**EXHIBIT F**

QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,  
 OR  
 RAINBOW WATER DISTRICT, OR  
 RAINIER CEMETERY DISTRICT, OR  
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
 RALEIGH WATER DISTRICT, OR  
 REDMOND AREA PARK & RECREATION DISTRICT,  
 OR  
 REDMOND FIRE AND RESCUE, OR  
 RIDDLE FIRE PROTECTION DISTRICT, OR  
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,  
 OR  
 RIDGEWOOD ROAD DISTRICT, OR  
 RIETH SANITARY DISTRICT, OR  
 RIETH WATER DISTRICT, OR  
 RIMROCK WEST IMPROVEMENT DISTRICT, OR  
 RINK CREEK WATER DISTRICT, OR  
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER ROAD PARK & RECREATION DISTRICT, OR  
 RIVER ROAD WATER DISTRICT, OR  
 RIVERBEND RIVERBANK WATER IMPROVEMENT  
 DISTRICT, OR  
 RIVERDALE R.F.P.D. 11-JT, OR  
 RIVERGROVE WATER DISTRICT, OR  
 RIVERSIDE MISSION WATER CONTROL DISTRICT,  
 OR  
 RIVERSIDE R.F.P.D. #7-406, OR  
 RIVERSIDE WATER DISTRICT, OR  
 ROBERTS CREEK WATER DISTRICT, OR  
 ROCK CREEK DISTRICT IMPROVEMENT, OR  
 ROCK CREEK WATER DISTRICT, OR  
 ROCKWOOD WATER P.U.D., OR  
 ROCKY POINT FIRE & EMS, OR  
 ROGUE RIVER R.F.P.D., OR  
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
 ROGUE VALLEY SEWER SERVICES, OR  
 ROGUE VALLEY SEWER, OR  
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
 ROSEBURG URBAN SANITARY AUTHORITY, OR  
 ROSEWOOD ESTATES ROAD DISTRICT, OR  
 ROW RIVER VALLEY WATER DISTRICT, OR  
 RURAL ROAD ASSESSMENT DISTRICT #3, OR  
 RURAL ROAD ASSESSMENT DISTRICT #4, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM AREA MASS TRANSIT DISTRICT, OR  
 SALEM MASS TRANSIT DISTRICT  
 SALEM SUBURBAN R.F.P.D., OR  
 SALISHAN SANITARY DISTRICT, OR  
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
 SALMON RIVER PARK WATER IMPROVEMENT  
 DISTRICT, OR  
 SALMONBERRY TRAIL INTERGOVERNMENTAL  
 AGENCY, OR  
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
 SANDY R.F.P.D. #72, OR  
 SANTA CLARA R.F.P.D., OR  
 SANTA CLARA WATER DISTRICT, OR

SANTIAM WATER CONTROL DISTRICT, OR  
 SAUVIE ISLAND DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,  
 OR  
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,  
 OR  
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
 SCAPPOOSE R.F.P.D., OR  
 SCIO R.F.P.D., OR  
 SCOTTSBURG R.F.P.D., OR  
 SEAL ROCK R.F.P.D., OR  
 SEAL ROCK WATER DISTRICT, OR  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
 LA  
 SHANGRI-LA WATER DISTRICT, OR  
 SHASTA VIEW IRRIGATION DISTRICT, OR  
 SHELLEY ROAD CREST ACRES WATER DISTRICT,  
 OR  
 SHERIDAN FIRE DISTRICT, OR  
 SHERMAN COUNTY HEALTH DISTRICT, OR  
 SHERMAN COUNTY S.W.C.D., OR  
 SHORELINE SANITARY DISTRICT, OR  
 SILETZ KEYS SANITARY DISTRICT, OR  
 SILETZ R.F.P.D., OR  
 SILVER FALLS LIBRARY DISTRICT, OR  
 SILVER LAKE IRRIGATION DISTRICT, OR  
 SILVER LAKE R.F.P.D., OR  
 SILVER SANDS SPECIAL ROAD DISTRICT, OR  
 SILVERTON R.F.P.D. NO. 2, OR  
 SISTERS PARKS & RECREATION DISTRICT, OR  
 SISTERS-CAMP SHERMAN R.F.P.D., OR  
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
 SIUSLAW S.W.C.D., OR  
 SIUSLAW VALLEY FIRE AND RESCUE, OR  
 SIXES R.F.P.D., OR  
 SKIPANON WATER CONTROL DISTRICT, OR  
 SKYLINE VIEW DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SLEEPY HOLLOW WATER DISTRICT, OR  
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,  
 OR  
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,  
 OR  
 SOUTH COUNTY HEALTH DISTRICT, OR  
 SOUTH FORK WATER BOARD, OR  
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 SOUTH LANE COUNTY FIRE & RESCUE, OR  
 SOUTH SANTIAM RIVER WATER CONTROL  
 DISTRICT, OR  
 SOUTH SHERMAN FIRE DISTRICT, OR  
 SOUTH SUBURBAN SANITARY DISTRICT, OR  
 SOUTH WASCO PARK & RECREATION DISTRICT, OR  
 SOUTHERN COOS HEALTH DISTRICT, OR  
 SOUTHERN CURRY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 SOUTHVIEW IMPROVEMENT DISTRICT, OR  
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,  
 OR  
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
 SOUTHWOOD PARK WATER DISTRICT, OR  
 SPECIAL ROAD DISTRICT #1, OR

**EXHIBIT F**

SPECIAL ROAD DISTRICT #8, OR  
 SPRING RIVER SPECIAL ROAD DISTRICT, OR  
 SPRINGFIELD UTILITY BOARD, OR  
 ST. PAUL R.F.P.D., OR  
 STANFIELD CEMETERY DISTRICT #6, OR  
 STANFIELD IRRIGATION DISTRICT, OR  
 STARR CREEK ROAD DISTRICT, OR  
 STARWOOD SANITARY DISTRICT, OR  
 STAYTON FIRE DISTRICT, OR  
 SUBLIMITY FIRE DISTRICT, OR  
 SUBURBAN EAST SALEM WATER DISTRICT, OR  
 SUBURBAN LIGHTING DISTRICT, OR  
 SUCCOR CREEK DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SUMMER LAKE IRRIGATION DISTRICT, OR  
 SUMMERVILLE CEMETERY MAINTENANCE  
 DISTRICT, OR  
 SUMNER R.F.P.D., OR  
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
 SUNDOWN SANITATION DISTRICT, OR  
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 SUNNYSIDE IRRIGATION DISTRICT, OR  
 SUNRISE WATER AUTHORITY, OR  
 SUNRIVER SERVICE DISTRICT, OR  
 SUNSET EMPIRE PARK & RECREATION DISTRICT,  
 OR  
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
 SURFLAND ROAD DISTRICT, OR  
 SUTHERLIN VALLEY RECREATION DISTRICT, OR  
 SUTHERLIN WATER CONTROL DISTRICT, OR  
 SWALLEY IRRIGATION DISTRICT, OR  
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
 OR  
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
 SWISSHOME-DEADWOOD R.F.P.D., OR  
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
 OR  
 TALENT IRRIGATION DISTRICT, OR  
 TANGENT R.F.P.D., OR  
 TENMILE R.F.P.D., OR  
 TERREBONNE DOMESTIC WATER DISTRICT, OR  
 THE DALLES IRRIGATION DISTRICT, OR  
 THOMAS CREEK-WESTSIDE R.F.P.D., OR  
 THREE RIVERS RANCH ROAD DISTRICT, OR  
 THREE SISTERS IRRIGATION DISTRICT, OR  
 TIGARD TUALATIN AQUATIC DISTRICT, OR  
 TIGARD WATER DISTRICT, OR  
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
 OR  
 TILLAMOOK COUNTY EMERGENCY  
 COMMUNICATIONS DISTRICT, OR  
 TILLAMOOK COUNTY S.W.C.D., OR  
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
 OR  
 TILLAMOOK FIRE DISTRICT, OR  
 TILLAMOOK P.U.D., OR  
 TILLER R.F.P.D., OR  
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
 OR  
 TOLEDO R.F.P.D., OR  
 TONE WATER DISTRICT, OR  
 TOOLEY WATER DISTRICT, OR  
 TRASK DRAINAGE DISTRICT, OR  
 TRI CITY R.F.P.D. #4, OR  
 TRI-CITY WATER & SANITARY AUTHORITY, OR

TRI-COUNTY METROPOLITAN TRANSPORTATION  
 DISTRICT OF OREGON  
 TRIMET, OR  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN HILLS PARK & RECREATION DISTRICT,  
 OR  
 TUALATIN S.W.C.D., OR  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY FIRE & RESCUE, OR  
 TUALATIN VALLEY IRRIGATION DISTRICT, OR  
 TUALATIN VALLEY WATER DISTRICT  
 TUALATIN VALLEY WATER DISTRICT, OR  
 TUMALO IRRIGATION DISTRICT, OR  
 TURNER FIRE DISTRICT, OR  
 TWIN ROCKS SANITARY DISTRICT, OR  
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
 TWO RIVERS S.W.C.D., OR  
 TWO RIVERS SPECIAL ROAD DISTRICT, OR  
 TYGH VALLEY R.F.P.D., OR  
 TYGH VALLEY WATER DISTRICT, OR  
 UMATILLA COUNTY FIRE DISTRICT #1, OR  
 UMATILLA COUNTY S.W.C.D., OR  
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
 OR  
 UMATILLA HOSPITAL DISTRICT, OR  
 UMATILLA R.F.P.D. #7-405, OR  
 UMATILLA-MORROW RADIO AND DATA DISTRICT,  
 OR  
 UMPQUA S.W.C.D., OR  
 UNION CEMETERY MAINTENANCE DISTRICT, OR  
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
 OR  
 UNION COUNTY VECTOR CONTROL DISTRICT, OR  
 UNION GAP SANITARY DISTRICT, OR  
 UNION GAP WATER DISTRICT, OR  
 UNION HEALTH DISTRICT, OR  
 UNION R.F.P.D., OR  
 UNION S.W.C.D., OR  
 UNITY COMMUNITY PARK & RECREATION  
 DISTRICT, OR  
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
 UPPER MCKENZIE R.F.P.D., OR  
 UPPER WILLAMETTE S.W.C.D., OR  
 VALE OREGON IRRIGATION DISTRICT, OR  
 VALE RURAL FIRE PROTECTION DISTRICT, OR  
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
 VALLEY VIEW CEMETERY MAINTENANCE  
 DISTRICT, OR  
 VALLEY VIEW WATER DISTRICT, OR  
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
 VERNONIA R.F.P.D., OR  
 VINEYARD MOUNTAIN PARK & RECREATION  
 DISTRICT, OR  
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,  
 OR  
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
 WALLOWA LAKE IRRIGATION DISTRICT, OR  
 WALLOWA LAKE R.F.P.D., OR  
 WALLOWA S.W.C.D., OR  
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,  
 OR  
 WAMIC R.F.P.D., OR  
 WAMIC WATER & SANITARY AUTHORITY, OR

WARMSPRINGS IRRIGATION DISTRICT, OR  
 WASCO COUNTY S.W.C.D., OR  
 WATER ENVIRONMENT SERVICES, OR  
 WATER WONDERLAND IMPROVEMENT DISTRICT,  
 OR  
 WATERBURY & ALLEN DITCH IMPROVEMENT  
 DISTRICT, OR  
 WATSECO-BARVIEW WATER DISTRICT, OR  
 WAUNA WATER DISTRICT, OR  
 WEDDERBURN SANITARY DISTRICT, OR  
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
 OR  
 WEST EXTENSION IRRIGATION DISTRICT, OR  
 WEST LABISH DRAINAGE & WATER CONTROL  
 IMPROVEMENT DISTRICT, OR  
 WEST MULTNOMAH S.W.C.D., OR  
 WEST SIDE R.F.P.D., OR  
 WEST SLOPE WATER DISTRICT, OR  
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,  
 OR  
 WEST VALLEY FIRE DISTRICT, OR  
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
 WESTERN LANE AMBULANCE DISTRICT, OR  
 WESTLAND IRRIGATION DISTRICT, OR  
 WESTON ATHENA MEMORIAL HALL PARK &  
 RECREATION DISTRICT, OR  
 WESTON CEMETERY DISTRICT #2, OR  
 WESTPORT FIRE AND RESCUE, OR  
 WESTRIDGE WATER SUPPLY CORPORATION, OR  
 WESTWOOD HILLS ROAD DISTRICT, OR  
 WESTWOOD VILLAGE ROAD DISTRICT, OR  
 WHEELER S.W.C.D., OR  
 WHITE RIVER HEALTH DISTRICT, OR  
 WIARD MEMORIAL PARK DISTRICT, OR  
 WICKIUP WATER DISTRICT, OR  
 WILLAKENZIE R.F.P.D., OR  
 WILLAMALANE PARK & RECREATION DISTRICT, OR  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY  
 WILLAMETTE RIVER WATER COALITION, OR  
 WILLIAMS R.F.P.D., OR  
 WILLOW CREEK PARK DISTRICT, OR  
 WILLOW DALE WATER DISTRICT, OR  
 WILSON RIVER WATER DISTRICT, OR  
 WINCHESTER BAY R.F.P.D., OR  
 WINCHESTER BAY SANITARY DISTRICT, OR  
 WINCHUCK R.F.P.D., OR  
 WINSTON-DILLARD R.F.P.D., OR  
 WINSTON-DILLARD WATER DISTRICT, OR  
 WOLF CREEK R.F.P.D., OR  
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
 OR  
 WOODBURN R.F.P.D. NO. 6, OR  
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
 WOODS ROAD DISTRICT, OR  
 WRIGHT CREEK ROAD WATER IMPROVEMENT  
 DISTRICT, OR  
 WY'EAST FIRE DISTRICT, OR  
 YACHATS R.F.P.D., OR  
 YAMHILL COUNTY TRANSIT AREA, OR  
 YAMHILL FIRE PROTECTION DISTRICT, OR  
 YAMHILL SWCD, OR  
 YONCALLA PARK & RECREATION DISTRICT, OR  
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
 OR

ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J

MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE  
 DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE  
 DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE  
 (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS &  
 MEDICAL SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
 (BSTA) , UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT  
 CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT

CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
 (NUAMES), UT  
 NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT

**EXHIBIT F**

QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
 UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOEELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING  
 ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING  
 ARTS AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE UNIVERSITY OF  
 HAWAII  
 ROGUE COMMUNITY COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 SOUTHERN OREGON UNIVERSITY (OREGON  
 UNIVERSITY SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
 COLLEGE  
 UNIVERSITY OF OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT  
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
 BOARD OF MEDICAL EXAMINERS  
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
 HAWAII DEPARTMENT OF TRANSPORTATION  
 HAWAII HEALTH SYSTEMS CORPORATION  
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
 OFFICE OF THE STATE TREASURER  
 OREGON BOARD OF ARCHITECTS  
 OREGON CHILD DEVELOPMENT COALITION  
 OREGON DEPARTMENT OF EDUCATION  
 OREGON DEPARTMENT OF FORESTRY  
 OREGON DEPT OF TRANSPORTATION  
 OREGON DEPT. OF EDUCATION

OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF  
HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

EXAMPLE

# Attachments

# Attachment A. Addenda Acknowledgments

**RECEIPT OF ADDENDUM ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Xerox Corporation

Contact Person Rachael Jones Turner

Signature *Rachael Jones Turner*

Date 11/8/2019

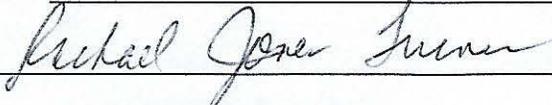
Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Xerox Corporation

Contact Person Rachael Jones Turner

Signature 

Date November 14, 2019

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Xerox Corporation

Contact Person Rachael Jones Turner

Signature *Rachael Jones Turner*

Date 11/14/2019

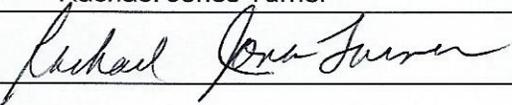
Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Xerox Corporation

Contact Person Rachael Jones Turner

Signature 

Date 11/19/2019

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

# Attachment C. Xerox U.S. Sales Offices

## Xerox Government, Healthcare and Education

### Xerox Direct Enterprise

Region	VP Sales	Email
Southeast	Steve Pitts	<a href="mailto:Steve.Pitts@Xerox.com">Steve.Pitts@Xerox.com</a>
Mid America	Jorge Galindez	<a href="mailto:Jorge.Galindez@Xerox.com">Jorge.Galindez@Xerox.com</a>
Northeast	Chris Goodwin	<a href="mailto:Chris.Goodwin@Xerox.com">Chris.Goodwin@Xerox.com</a>
TX/OK	Kelly Grotheer	<a href="mailto:Kelly.Grotheer@Xerox.com">Kelly.Grotheer@Xerox.com</a>
West	Andy Jones	<a href="mailto:Andy.Jones@Xerox.com">Andy.Jones@Xerox.com</a>

## Xerox Authorized Agents

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
SMART DOCUMENT SOLUTIONS (SOUTH I)	TRACEY	ARVIEUX	PO BOX 86	SAFFORD	AZ	85548
ADVANCED XEROGRAPHICS	RAYMOND	BURT	307 S. MAIN STREET	UKIAH	CA	95482
SMART DOCUMENT SOLUTIONS - (LAKE HAVASU)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
COPIERS PLUS	KRIS	SMITH	218 NORTH MAIN, SUITE 1	MONTICELLO	IN	47960
NORTHEAST OFFICE EQUIPMENT	JIM	CHIACCHIERO	1520 W. 13TH STREET	ASHTABULA	OH	44004
PENDRED OFFICE MACHINES	MICHAEL	PENDRED	1233 N. MISSION	MT. PLEASANT	MI	48858
DIGITAL DOCUMENT SOLUTIONS	LANNY	LEONARD	324 NO. MCPHERSON CHURCH ROAD - 2ND FL	FAYETTEVILLE	NC	28303
AMERICAN BUSINESS CENTER MPS, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	6624-C GORDON ROAD	WILMINGTON	NC	28411
COPIERS ETC.	PEGGY ANN	BRANNON	148 SOUTH DOROUGH ROAD	CORDELE	GA	31015
XDOS, INC.	HAROLD	NIXON	18 EAST LIBERTY STREET	SUMTER	SC	29150
ADVANTAGE BUSINESS PRODUCTS	RANDY	KIDWELL	2064 S. WESTERN AVENUE	SPRINGFIELD	MO	65807
PROFESSIONAL OFFICE PRODUCTS, INC. (II)	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
LEESBURG OFFICE EQUIPMENT, INC. (II)	SARAH	COSTELLO	2006 LAFAYETTE BLVD STE#204	FREDERICKSBURG	VA	22401
QUALITY QUICKLY	BRIAN	MARSHALL	945 3rd AVE SE SUITE 103	HICKORY	NC	28602
RYDER BROTHERS STATIONERY	RANDY	DODSON	1735 MAIN STREET	BAKER CITY	OR	97814
BUSINESS EQUIPMENT LLC	MARK	DURBIN	PO BOX 7948	PADUCAH	KY	42003
BUSINESS IMPRESSIONS	JEFF	BASSETT	PO BOX 959	AUBURN	IN	46706
BUTLER'S OFFICE EQUIPMENT & SUPPLY (EAST)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
BENCHMARK BUSINESS SOLUTIONS, INC. (NEW MEXICO)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
XEROGRAPHIC EQUIPMENT SYSTEMS	MICHAEL	MCKENNA	PO BOX 794	CHEYENNE	WY	82003
METRO CENTRE, LP	KARLA	METZLER	679 COUNTY ROAD 404	GAINESVILLE	TX	76240
BEST OFFICE SOLUTIONS	BOB	VALENTA	PO BOX 849	ATLANTA	TX	75551
COMPUTERS911, LLC (II)	BILLY	TINGLE	403 N. MAIN	MARKSVILLE	LA	71351
COMPUTERS911, LLC	BILLY	TINGLE	403 N. MAIN	MARKSVILLE	LA	71351

**EXHIBIT F**

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
X WEST INC.	RANDALL	BERNHARDT	12136 W. BAYAUD AVE., STE 125	LAKESWOOD	CO	80228
PROFESSIONAL OFFICE PRODUCTS, INC. (III)	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
SOUTH TEXAS SALES	SONNY	HOELSCHER	1901 EAST MAIN STREET	ALICE	TX	78332
ALABAMA OFFICE SUPPLY	HARRIS	ASBURY	PO BOX 467	OPELIKA	AL	36801
COLONY OFFICE PRODUCTS	DAN	WILSON	121 EAST WASHINGTON STREET	DEMOPOLIS	AL	36732
LOW COUNTRY OFFICE SOLUTIONS	DON	NESBITT	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841
SOUTHERN OFFICE EQUIPMENT, LLC	TIMOTH	TODD	PO BOX 636	DAPHNE	AL	36526
NO MISSISSIPPI BUS PRODUCTS	MARK	FOSTER	223 SHARKEY AVE., SUITE 104	CLARKSDALE	MS	38614
COURNOYER'S OFFICE SUPPLY COMPANY, INC.	MIKE	COURNOYER	243 SOUTH SPRING AVENUE	LOUISVILLE	MS	39339
MICKEY MAYS OFFICE SOLUTIONS	MICKEY	MAYS	600 MONROVIA DR	RUSTON	LA	71270
PREFERRED OFFICE MACHINES	JOHN	MILAN	215 NORTH MICHIGAN	BIG RAPIDS	MI	49307
DIGITAL OFFICE CENTRE	TOM	ROSTVEDT	515 20TH AVENUE SE, STE 11	MINOT	ND	58701
JUSTTECH, LLC (V)	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
IMAGE MAKERS INC	LAURA	NYQUIST	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684
VALLEY OFFICE PRODUCTS	LARRY	CANTINE	110 SOUTH MAIN STREET	MILBANK	SD	57252
THE BUSINESS CONNECTION	JAMES	PUCHNER	214 MAIN	CHADRON	NE	69337
PROFESSIONAL BUS PRODUCTS	KEN	MCBRIDE	PO BOX 1154	CRAB ORCHARD	WV	25827
ATLAS REPRODUCTION, INC.	MICHAEL	MCKENNA	PO BOX 2901	CASPER	WY	82601
XEROGRAPHIX EAST TEXAS	SCOTT	WALLER	424 NORTH STREET	NACOGDOCHE S	TX	75961
SOUTHWEST OFFICE SOLUTIONS, INC. (BELEN)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
SUPERIOR OFFICE PRODUCTS	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
DOCUMENT SOLUTIONS (II)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
BUTLER'S OFFICE EQUIPMENT & SUPPLY (NORTH)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
PROFESSIONAL OFFICE PRODUCTS, INC.	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
NORMAN ORR OFFICE SUPPLY, LLC	REID	GRIGSBY	202 WEST MAIN	WEST PLAINS	MO	65775
MERRIFIELD OFFICE SUPPLY, LLC	DARRELL	MERRIFIELD	224 SOUTH MAIN	ELK CITY	OK	73644
OFFICE EQUIPMENT SOURCE, INC. (II)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
JUSTTECH, LLC (III)	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
JUSTTECH, LLC (IV)	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
WYTHEVILLE OFFICE SUPPLY	KENNETH WAYNE	ROOP	146 WEST MAIN STREET	WYTHEVILLE	VA	24382
KYLE OFFICE SUPPLY	CHRIS	KYLE	1020 21ST AVENUE	TUSCALOOSA	AL	35401
HUGHES OFFICE EQUIPMENT, LLC	JOHN	TURZIANO	PO BOX 278	BELLAIRE	OH	43906
SIERRA OFFICE SOLUTIONS	TODD	ALLRED	23811 WASHINGTON AVE STE C110-230	MURIETTA	CA	92562
PRINT 'N COPY CENTER	REECE	KEENER	565 W. SILVER ST.	ELKO	NV	89801

**EXHIBIT F**

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
D-TECH NORTH, LLC	FRANK	DEFRANCESCO	1095 MILITARY TRL, UNIT 1447	JUPITER	FL	33458
BUDDE'S OFFICE SUPPLY	BERT	BUDDE	3210 FLAGLER AVENUE	KEY WEST	FL	33040
OFFICE AUTOMATION	DANIEL PATRICK	CURRIE	851 NW 250 TERRACE	NEWBERRY	FL	32669
PRECISION OFFICE SYSTEMS	ROBERT	DEMARCO	8817 NW 40th CIRCLE	GAINESVILLE	FL	32653
DOCUMENT SYSTEMS, INC. (II)	CRAIG	BRAME	89 MARKET STREET	HENDERSON	NC	27537
BUERGER OFFICE SYSTEMS	CAMERON	BUERGER	1670 WARREN ROAD	INDIANA	PA	15701
OFFICE EQUIPMENT SOURCE, INC. (I)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
XEROGRAPHICS OF FLAGSTAFF, INC.	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
ADVANCED DOCUMENT SYSTEMS, INC.	HECTOR	LIZARDI	19226 66th AVE. S., SUITE L-100	KENT	WA	98032
DOCUMENT CONSULTING SERVICES	TED	SWICK	880 APOLLO STREET, SUITE 353	EL SEGUNDO	CA	90245
LAS AMERICAS OFFICE EQUIPMENT, INC.	FELIX	RIVERA	PO BOX 90	MERCEDITA	PR	00715
EXECUTIVE OFFICE EQUIPMENT	LAURANCE	BONELLI	PO BOX 6217	ST THOMAS	VI	00804
OFFITEK	FELIX	RIVERA	2980 EMILIO FAGOT AVENUE SUITE 2	PONCE	PR	00716
DOCUMENT COMPANY	JORGE	CANALS	AVE. LAUREL #GA11, CALLE 49, SANTA JUANITA	BAYAMON	PR	00956
C & M DOCUMENT COMPANY, INC.	JORGE	CANALS	MSC 848, AVENIDA WINSTON CHURHILL #138	SAN JUAN	PR	00926
COMPLETE DOCUMENT SOLUTIONS LLC (III)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
LEESBURG OFFICE EQUIPMENT	SARAH	COSTELLO	2006 LAFAYETTE BLVD STE#204	FREDERICKSBURG	VA	22401
ANNAPOLIS OFFICE PRODUCTS	JIM	SCHALGE	8258 VETERANS HIGHWAY, SUITE 3A	MILLERSVILLE	MD	21108
MARITIME BUSINESS CONCEPTS	SCOTT	WILLIAMS	1306 N. HERRITAGE ST	KINSTON	NC	28501
AMERICAN BUSINESS CENTER MPS INC. (II)	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
WATTLES OFFICE SUPPLY	LINDA	MCCLARNEY	110 S. SECOND ST.	PALATKA	FL	32177
IMAGE SOURCE IV	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
XEROGRAPHIC BUSINESS SYS	LARRY	GLEASON	819 WATER ST, SUITE 110.	KERRVILLE	TX	78028
XMC OF ARKANSAS	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
TALLAHASSEE TECHNOLOGY GROUP, INC.	RICHARD	MAUS	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308
KIMBRELL'S DIGITAL SOLUTIONS	SCOTT	KIMBRELL	520 MAIN STREET	NATCHEZ	MS	39120
DOCUMENT SOLUTIONS EAST, INC.	DARRELL	HARRISON	PO BOX 4006	GREENVILLE	NC	27858
THE OFFICE ADVANTAGE	MARK	VAN DEN HOEK	318 N. MAIN	MITCHELL	SD	57301
FLYNN'S INC.	BRIAN	CANTOR	115 W 30th ST., RM 411	NEW YORK	NY	10001
T.E.C DOCUMENT SOLUTIONS	ANTHONY	GARCIA	231 WEST 29TH STREET SUITE 905	NEW YORK	NY	10001
DELMARVA DOCUMENT SOLUTIONS, INC.	JENNIFER	ATCHISON	112 SOUTH BOULEVARD	SALISBURY	MD	21804
DOCUMENT TECHNOLOGIES, INC.	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
CSRA DOCUMENT SOLUTIONS	DON	NESBITT	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841
IMAGE SOURCE	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408

**EXHIBIT F**

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
PROFESSIONAL DOCUMENT SOLUTIONS, INC. (PDS - GJ)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
UTOPIAN IQ SERVICES INC.	SEBASTIAN	MARTINEZ	6095 NW 82 AVE	MIAMI	FL	33166
IMPRESSIONS OF ASPEN, INC.	NANCY	TORINUS	P.O. BOX 295	CARBONDALE	CO	81623
ADVANCED DOCUMENT SOLUTIONS, INC. (II)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
TOTAL DOCUMENT SOLUTIONS, INC.	TIMOTHY	STANLEY	2515 NORTH SHILOH DRIVE	FAYETTEVILLE	AR	72704
COMPLETE DOCUMENT SOLUTIONS, NY LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
XRX BUSINESS CONSULTANTS	DAVID	CAVAZOS	708 NORTH MCCOLL	MCALLEN	TX	78501
XMC OF MEMPHIS	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
XCEL OFFICE SOLUTIONS	WAYNE	TYLER	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
DIXIE DIGITAL IMAGING, INC.	KELLY	SMITH	1401 COMMERCE COURT	FORT SMITH	AR	72908
SHAMROCK OFFICE SUPPLY	MIKE	FORMELLER	219 E. VEROT SCHOOL ROAD	LAFAYETTE	LA	70508
DOCUMENT SOLUTIONS OF SPRINGFIELD	GREG	TIGGES	1736 E. SUNSHINE STREET, SUITE 100	SPRINGFIELD	MO	65804
DOCUMENT SOLUTIONS, INC.	ROBERT	BIGHAM JR.	4401 N. MAIN ST., SUITE A	VICTORIA	TX	77904
BENCHMARK BUSINESS SOLUTIONS	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
COMPLETE OFFICE SOURCE INC.	GLEN	DUNN	429 CURWOOD DRIVE	OWOSSO	MI	48867
INDIANA BUSINESS SOLUTIONS	TIMOTHY	SLOPSEMA	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278
COPY SOLUTIONS, INC.	ROGER	ZHAO	919 S. FREMONT AVE, SUITE 398	ALHAMBRA	CA	91803
MORRIS COUNTY STATIONERS	RICHARD	FLETCHER	PO BOX 279	FLANDERS	NJ	07836
BENCHMARK BUSINESS SOLUTIONS, INC.-ABILENE	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
EDGE OFFICE PRODUCTS	LESTER	KILPATRICK	1909 JUDSON RD.	LONGVIEW	TX	75605
DOCUMENT SOLUTIONS	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
COPIER CONNECTION	BONNIE	DOOLEY	10425 WESLEY	GREENVILLE	TX	75402
EXCEL OFFICE SERVICES	BRETT	BUTLER	12031 JEFFERSON BLVD	CULVER CITY	CA	90232
RAY BLOCK STATIONERY	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
XCL BUSINESS PRODUCTS	MICHAEL	DAVID	1767-46 VETERANS MEMORIAL HWY	ISLANDIA	NY	11749
OFFICE EVOLUTIONS, INC.	JOHN	GILLON	3701 KIRBY, SUITE 730	HOUSTON	TX	77098
ALASKA ENTERPRISE SOLUTIONS, INC. (FAIRBANKS)	MICHAEL	FERRIS	557 E FIREWEED LANE SUITE A	ANCHORAGE	AK	99503
HIGH COUNTRY COPIERS, INC.	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
KYLE OFFICE PRODUCTS	TOM	KYLE	418 TARROW	COLLEGE STATION	TX	77840
DOCUMENT SOLUTIONS (V)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
PREMIER OFFICE SYSTEMS	COLIN	MCTERNAN	500 N. RAINBOW BLVD. STE 312	LAS VEGAS	NV	89107
QUALITY BUSINESS	EDGARDO	RODRIGUEZ	1142 FD ROOSEVELT AVENUE	HATO REY	PR	00920
OFFICE EQUIPMENT SOURCE, INC. (VI)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
PROFESSIONAL DOCUMENT SOLUTIONS (PDS)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525

**EXHIBIT F**

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
IMAGE SOURCE - METRO	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
IMAGE SOURCE - TEMECULA	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
BENCHMARK OFFICE SYSTEMS INC.	MICHELLE	MCMANUS	75 GILCREAST RD., STE. 311	LONDONDERRY	NH	03053
ADVANCED DOCUMENT SOLUTIONS, INC. (III)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
DOCUMENT SOLUTIONS - TENNESSEE	KAREN	MCGINNIS	256 AVIGNON WAY	CLARKSVILLE	TN	37043
CONVERGING TECHNOLOGIES - SANTA ROSA	GENE	IRTENKAUF	800 MENDOCINO AVENUE, STE 1	SANTA ROSA	CA	95401
ITECH	MICHAEL	WILLIAMS	326 5TH STREET	PARKERSBURG	WV	26101
NETWORK ENHANCEMENT SYSTEMS, INC.	EDGAR	SILKEY	10827 EAST MARSHALL STREET	TULSA	OK	74116
COMPLETE DOCUMENT SOLUTIONS	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
XCEL OFFICE SOLUTIONS, LLC	WAYNE	TYLER	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
Q DOCUMENT SOLUTIONS	JOEL	HACKETT	3030 OLD RANCH PARKWAY, SUITE 190	SEAL BEACH	CA	90740
OFFICE TECH	B.K.	POWELL	3709 SPENARD ROAD SUITE 200	ANCHORAGE	AK	99503
TOTAL OFFICE SOLUTION OF WEST TEXAS	TOMMY	MCCRURY	1601 N. LEE AVENUE	ODESSA	TX	79761
DOCUMENT SYSTEMS	CRAIG	BRAME	89 MARKET STREET	HENDERSON	NC	27537
GREAT NORTHERN EQUIPMENT	KIM	BROWN	104 NE 3RD STREET, SUITE 200C	GRAND RAPIDS	MN	55744
COMPLETE DOCUMENT SOLUTIONS, NY LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
WEST KENTUCKY XEROGRAPHICS LLC	JAMES	DEMA	PO BOX 124	BENTON	KY	42025
SOUTHERN DIGITAL LLC	ALBERT	HENRICKS	330 N JEFFERSON DAVIS PARKWAY	NEW ORLEANS	LA	70119
CONNEX SYSTEMS INC.	GREGORY	WALTER	2033 CHENAULT DR STE 150	CARROLLTON	TX	75006
IMAGE SOURCE (LA)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
ALPINE OFFICE SYSTEMS, INC.	JOE	WITTENBERG	PO BOX 47	MONTROSE	CO	81402
COPY CONNECTION	RAJAT	GANDHI	201 W. HILLSIDE, SUITE 24	LAREDO	TX	78041
ADVANCED XEROGRAPHY	DEREK	BARNES	1823 N. YELLOWOOD	BROKEN ARROW	OK	74012
ADVANCED DIGITAL SOLUTIONS, INC	BILL	NORTHAM	1512 BROADWAY AVENUE	MATTOON	IL	61938
MOUNTAIN WEST OFFICE SOLUTIONS	BRUCE	PORCH	1205-B KENSINGTON AVENUE	MISSOULA	MT	59801
XDOS, INC.	HAROLD	NIXON	20 EAST LIBERTY STREET	SUMTER	SC	29150
DOCUMENT TECHNOLOGIES, INC. (SOUTH SHORE)	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
AMBIZ SOLUTIONS, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
SOUTHWEST OFFICE SOLUTIONS, INC. (LOS ALAMOS)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
MARCOTEK DIGITAL OFFICE SOLUTIONS	KEITH	NORRIS	2744 SW MAIN BLVD. S-101	LAKE CITY	FL	32025
WASATCH DOCUMENT SOLUTIONS INC.	CASEY	BECK	373 EDGEHILL DRIVE	PROVIDENCE	UT	84332
OFFICE SYSTEMS OF FAYETTE & GREENE	CAMERON	BUERGER	1670 WARREN ROAD	INDIANA	PA	15701

**EXHIBIT F**

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
SARASOTA OFFICE SOLUTIONS, LLC	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
PDS DENVER TECH CENTER	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
DIGITAL OFFICE SOLUTIONS V	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
MARCOTEK DIGITAL OFFICE SOLUTIONS II	KEITH	NORRIS	100 NORTH PATTERSON STREET	VALDOSTA	GA	31601
OFFICETECH NORTHWEST	B.K.	POWELL	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212
XEROGRAPHIC EQUIPMENT SYSTEMS - LARAMIE	MICHAEL	MCKENNA	PO BOX 794	CHEYENNE	WY	82003
IT BUSINESS SOLUTIONS	ROBERT	HAY	2698 CASSELMAN ROAD	ROCKWOOD	PA	15557
HEARTLAND DIGITAL IMAGING INC.	RYAN	VERCELLINO	6004 WILLOW SPRINGS	MARION	IL	62959
XMC OF LITTLE ROCK, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
OFFICE TECH - WENATCHEE	B.K.	POWELL	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212
DIGITAL OFFICE SOLUTIONS	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408A ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407
POTOMAC BUSINESS SOLUTIONS LLC	KRISTIN	JAQUETTE	13800 COPPERMINE ROAD, STE 273	HERNDON	VA	20171
GEYER'S OFFICE SUPPLY	RON	GEYER	169 W. MAIN STREET	XENIA	OH	45385
DIGITAL OFFICE SOLUTIONS II	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
RBI	RICK	BOWLING	1113B N. CASTLE HEIGHTS AVE	LEBANON	TN	37087
XCEL OFFICE SOLUTIONS	WAYNE	TYLER	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
APPLIED DOCUMENT SOLUTIONS, INC.	ROBERT	WERTZBERGER	2419 RETREAT CLOSE	MARIETTA	GA	30066
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC (III)	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404
QUALITY PRINT SOLUTIONS	GENE	AYALA	220 N. GETTY STREET	UVALDE	TX	78801
IMAGE XCELLENCE, LLC	JENNIFER	CAMBIO	2123 KING STREET	LA CROSSE	WI	54601
CENTRAL OREGON OFFICE SOLUTIONS	RHONDA	ROGERS	PO BOX 2185	BEND	OR	97709
MAINE DOCUMENT SOLUTIONS, LLC	GABE	POLCHIES	59 SANFORD DRIVE, UNIT 1	GORHAM	ME	04038
OFFICE EQUIPMENT SOURCE, INC. (IV)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
GULF SUPERIOR OFFICE PRODUCTS, INC. – SUPERIOR VI	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
ADVANCED DOCUMENT SOLUTIONS, INC. (IV)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
DOCUMENT TECHNOLOGIES, INC.	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
METRO CENTRE, LP	KARLA	METZLER	679 COUNTY ROAD 404	GAINESVILLE	TX	76240
BENCHMARK BUSINESS SOLUTIONS, INC. (AMARILLO II)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
DIGITAL OFFICE CENTRE, INC. (II)	TOM	ROSTVEDT	515 20TH AVENUE SE, STE 11	MINOT	ND	58701
XMC OF WEST TENNESSEE, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
NORTH COUNTRY DIGITAL SOLUTIONS	DAN	MCALOON	2 CRESTWOOD DRIVE	ALEXANDRIA BAY	NY	13607
SMART DOCUMENT SOLUTIONS - (YUMA)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008

**EXHIBIT F**

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
SOLUTIONS FOR DOCUMENTS	MARVIN	HAMONS	842 W SOUTH BOUNDARY	PERRYSBURG	OH	43551
EAST-PENN BUSINESS MACHINES, INC.	HEMAN	PATEL	2980 LINDEN STREET	BETHLEHEM	PA	18017
YAKIMA DOCUMENT SOLUTIONS	LEE	HARTUNG	6799 N WENAS RD	SELAH	WA	98942
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2015 BOUNDARY ST, STE 232	BEAUFORT	SC	29902
MORRIS BUSINESS SOLUTIONS, LLC	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
XMC OF NORTH ALABAMA, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
DOCUMENT CONSULTING SERVICES II	TED	SWICK	880 APOLLO STREET, SUITE 353	EL SEGUNDO	CA	90245
DIGITAL OFFICE SOLUTIONS, INC.	VIC	KALIA	311 3RD AVE, SE	CEDAR RAPIDS	IA	52401
CAPE COD BUSINESS SOLUTIONS, INC.	KEVIN	DONAHUE	PO BOX 323	SANDWICH	MA	02563
MARITIME BUSINESS CONCEPTS, INC. (II)	SCOTT	WILLIAMS	1306 N. HERRITAGE ST	KINSTON	NC	28501
SUPERIOR OFFICE PRODUCTS II	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
MAINE DOCUMENT SOLUTIONS OF CENTRAL MAINE	GABE	POLCHIES	59 SANFORD DRIVE, UNIT 1	GORHAM	ME	04038
TALLAHASSEE TECHNOLOGY GROUP, INC. (COLUMBUS)	RICHARD	MAUS	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308
BUSINESS IMPRESSIONS OF MICHIGAN	JEFF	BASSETT	PO BOX 959	AUBURN	IN	46706
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408 ASHLEY RIVER RD, UNIT A	CHARLESTON	SC	29414
DIGITAL OFFICE SOLUTIONS IV	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
ASTRATECH, INC.	CHARLLEE	HOLMES	81 EAST GROVE STREET	GALESBURG	IL	61401
BENCHMARK BUSINESS SOLUTIONS, INC. (MARBLE FALLS)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
BENCHMARK BUSINESS SOLUTIONS-WICHITA FALLS	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
JUSTTECH, LLC	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
COMPLETE OFFICE SOLUTIONS	JOHN	COOPER	2627 RIDGEWOOD ROAD	JACKSON	MS	39216
ADVANCED DOCUMENT SOLUTIONS, INC.	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
XMC OF MIDDLE TENNESSEE	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
XMC OF FLORENCE	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
COMPLETE DOCUMENT SOLUTIONS - MD LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
SOUTHWEST OFFICE SOLUTIONS, INC. (TAOS)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
ELITE BUSINESS SYSTEMS, LLC	WILLIAM	ARNETT	P.O. BOX 737	GADSDEN	AL	35901
IMAGE MAKERS INC II	LAURA	NYQUIST	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	454 ANDERSON RD. S, STE 152 BTC 571	ROCK HILL	SC	29730
MORRIS BUSINESS SOLUTIONS LLC (IV)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
SUPERIOR OFFICE PRODUCTS III	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
BENCHMARK BUSINESS SOLUTIONS-EL PASO	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401

**EXHIBIT F**

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
OFFICE EXPERTS, INC	KATHLEEN	SALIMBENE	520 HIGHRIDGE ROAD	LEXINGTON	OH	44904
PREFERRED DOCUMENT SOLUTIONS, LLC	CHRISTOPHER	SPAHN	101 N. TEJON, SUITE 108	COLORADO SPRINGS	CO	80903
ADVANTAGE BUSINESS SYSTEMS, INC.	MEIR	HOLTZBERG	370 STATE ST., SUITE 2	NORTH HAVEN	CT	06473
MIDWEST DATA SYSTEMS, INC.	KRISTIN	PORTER	10124 HUTTON ROAD	KANSAS CITY	KS	66109
ADVANCED DIGITAL SOLUTIONS, INC II	BILL	NORTHAM	1512 BROADWAY AVENUE	MATTOON	IL	61938
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	1201 MAIN STREET SUITE 1100	COLUMBIA	SC	29201
COPY SOLUTIONS, INC. (WEST)	ROGER	ZHAO	919 S. FREMONT AVE, SUITE 398	ALHAMBRA	CA	91803
SMART DOCUMENT SOLUTIONS (SOUTH II)	TRACEY	ARVIEUX	PO BOX 86	SAFFORD	AZ	85548
BUTLER'S OFFICE EQUIPMENT & SUPPLY (WEST)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
REPRO PRODUCTS MFD, LLC (NORTH)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
REPRO PRODUCTS MFD, LLC (EAST)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
REPRO PRODUCTS MFD, LLC (SOUTH)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
BENCHMARK BUSINESS SOLUTIONS-SAN ANTONIO	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
SUPERIOR PRINT SOLUTIONS, INC.	BETHANY	SCHRIEVER	202 1st STREET SE, STE 103	MASON CITY	IA	50401
MORRIS BUSINESS SOLUTIONS, LLC (II)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408 ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407
JUSTTECH, LLC (II)	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
HAMILTON DIGITAL, INC. (CINCINNATI)	FRED	HAMILTON	2165 CENTRAL PARKWAY	CINCINNATI	OH	45219
GEYER'S OFFICE SUPPLY (II)	RON	GEYER	169 W. MAIN STREET	XENIA	OH	45385
IMAGE SOURCE - ORANGE COUNTY	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
ITECH	MICHAEL	WILLIAMS	326 5TH STREET	PARKERSBURG	WV	26101
OFFICE EQUIPMENT SOURCE, INC. (III)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
QUALITY QUICKLY (II)	BRIAN	MARSHALL	945 3rd AVE SE SUITE 103	HICKORY	NC	28602
COMPLETE OFFICE SOLUTIONS (II)	MIKE	COURNOYER	243 SOUTH SPRING AVENUE	LOUISVILLE	MS	39339
RAY BLOCK STATIONERY II	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
MCGARITY'S BUSINESS PRODUCTS	SCOTT	MCGARITY	870 GROVE STREET	GAINSVILLE	GA	30501
IMAGE SOURCE - ORANGE COUNTY II	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
DOCUMENT SOLUTIONS (III)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
XMC OF EAST TENNESSEE, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
SOUTHWEST OFFICE SOLUTIONS, INC. (SANTE FE)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
THE RAY-BLOCK STATIONERY CO. INC. (EAST)	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY I)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004

**EXHIBIT F**

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS, LLC (II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
ALASKA ENTERPRISE SOLUTIONS, INC.	MICHAEL	FERRIS	557 E FIREWEED LN, SUITE A	ANCHORAGE	AK	99503
DOCUMENT SOLUTIONS (IV)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
BLACK DOG SOLUTIONS	AMIT	GAURI	4226 LAWNDALE	LYONS	IL	60534
BENCHMARK BUSINESS SOLUTIONS, INC. (AUSTIN)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
DMC2, INC.	KEVIN	FITZPATRICK	42 WORTHINGTON ACCESS DR	MARYLAND HEIGHTS	MO	63043
DMC2, INC. (II)	KEVIN	FITZPATRICK	42 WORTHINGTON ACCESS DR	MARYLAND HEIGHTS	MO	63043
BLACK DOG SOLUTIONS (II)	AMIT	GAURI	4226 LAWNDALE	LYONS	IL	60534
SUPERIOR OFFICE PRODUCTS - BEAUMONT	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
D-TECH BUSINESS SOLUTIONS, LLC	FRANK	DEFRANCESCO	1095 MILITARY TRL, UNIT 1447	JUPITER	FL	33458
DIGITAL DOCUMENT SOLUTIONS, LLC	BRIDGET	EVANS	901 LAKE ROAD	MOUNTAIN TOP	PA	18707
IMAGE SOURCE (SAN DIEGO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
A2X BUSINESS SERVICES	PAUL	VARNAUSKAS	900 E. HAMILTON AVE.	CAMPBELL	CA	95008
NAPLES OFFICE SOLUTIONS, LLC	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
ADVANCED OFFICE SOLUTIONS, LLC	JOHN	BARROW	4124 KESTEVEN DRIVE	BIRMINGHAM	AL	35242
COMPLETE OFFICE SOURCE INC. (III)	GLEN	DUNN	429 CURWOOD DRIVE	OWOSSO	MI	48867
AMERICAN BUSINESS CENTER, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
OFFICE EQUIPMENT SOURCE, INC. (V)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
BENCHMARK OFFICE SYSTEMS INC. (WEST)	MICHELLE	MCMANUS	75 GILCREAST RD., STE. 311	LONDONDERRY	NH	03053
COMPLETE DOCUMENT SOLUTIONS, WC-CT, LLC (I)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COASTAL OREGON OFFICE SOLUTIONS	RHONDA	ROGERS	PO BOX 2185	BEND	OR	97709
SOUTHWEST OFFICE SOLUTIONS, INC. (ALBUQUERQUE)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
XMC, INC. (SOUTH ARKANSAS)	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
BLACK DOG SOLUTIONS (III)	AMIT	GAURI	4226 LAWNDALE	LYONS	IL	60534
MORRIS BUSINESS SOLUTIONS, LLC (III)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (III)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
IMAGE SOURCE (SACRAMENTO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
SMART DOCUMENT SOLUTIONS - (PHOENIX)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
TINLOF TECHNOLOGIES, INC.	FERNANDO	MARTINEZ	21011 JOHNSON STREET SUITE #124	PEMBROKE PINES	FL	33029
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404

**EXHIBIT F**

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
IMAGE SOURCE (OAKLAND)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
SARASOTA OFF SOL (ORLANDO)	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
IMAGE SOURCE (STOCKTON)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
INNOVATIVE DOC TECH INC	JULIO	DIAZ	2770 AVE HOSTOS, SUITE 303, SVS PLAZA II	MAYAGUEZ	PR	00682
IMAGE SOURCE (WOODLAND HILLS)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
COMPLETE DOCUMENT SOLUTIONS WC-CT LLC II	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC (II)	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404
COMPLETE DOCUMENT SOLUTIONS CENTRAL PENN LLC	JOHN	HAND	2209 FOREST HILLS DRIVE	HARRISBURG	PA	17112
INDIANA BUSINESS SOLUTIONS LLC (SOUTH)	TIMOTHY	SLOPSEMA	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278
IMAGE SOURCE (MONT)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
IMAGE SOURCE (FNO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
AMBIZ SOLUTIONS, INC. (EAST)	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
IMAGE SOURCE (SAN FRANCISCO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
GULF SUPERIOR OFFICE PRODUCTS, INC.	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
CONNEX SYSTEMS INC. II	GREGORY	WALTER	2033 CHENAULT DR STE 150	CARROLLTON	TX	75006
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC (IV)	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404
SHOFNER BUSINESS SOLUTIONS OF EASTERN KY L.L.C.	CHARLES	SHOFNER	1010 BRANDY LN, SUITE E	RICHMOND	KY	40475
SUPERIOR OFFICE SYSTEMS	HECTOR	LIZARDI	19226 66th AVE. S., SUITE L-100	KENT	WA	98032
ADVANCED DOCUMENT SOLUTIONS, INC. (V)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
COMPLETE DOCUMENT SOLUTIONS NORTH, LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004

**Xerox Business Solutions, Inc. (XBS)**

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
Amcom Office - AMC	3600 McClaren Woods Drive	Coraopolis, PA 15108	<a href="http://www.teamamcom.com">www.teamamcom.com</a>	Anthony Massari
Arizona Office Technologies - AOT	4320 E. Cotton Center Blvd #100	Phoenix, AZ 85040	<a href="http://www.aot-xerox.com">www.aot-xerox.com</a>	Scott Reynolds
Berney Office Solutions - BER	10690 John Knight Close	Montgomery, AL 36117	<a href="http://www.berney.com">www.berney.com</a>	Ben Blankenship
Berney Office Solutions - BER	780 Lakeside Drive W., Ste B	Mobile, AL 36693	<a href="http://www.berney.com">www.berney.com</a>	Ben Blankenship
Berney Office Solutions - BER	4000 Colonnade Parkway	Birmingham, AL 35243	<a href="http://www.berney.com">www.berney.com</a>	Ben Blankenship
Carr Business Systems - CAR	500 Commack Road, Ste 110	Commack, NY 11725	<a href="http://www.carrxerox.com">www.carrxerox.com</a>	Joseph Koury
Carr Business Systems - CAR	485 Lexington Ave FL25	New York, NY 10017	<a href="http://www.carrxerox.com">www.carrxerox.com</a>	Joseph Koury
Connecticut Bus. Systems - CBS	100 Great Meadow Rd	Wethersfield, CT 06109	<a href="http://www.cbs-gisx.com">www.cbs-gisx.com</a>	Jay Cartisano
Connecticut Bus. Systems - CBS (Warehouse)	240 Pane Rd	Newington, CT 06111	<a href="http://www.cbs-gisx.com">www.cbs-gisx.com</a>	Jay Cartisano
Connecticut Bus. Systems - CBS	134 Capital Drive	West Springfield, MA 01089	<a href="http://www.cbs-gisx.com">www.cbs-gisx.com</a>	Jay Cartisano
Connecticut Bus. Systems - CBS	465 Taylor Street	Springfield, MA 01105	<a href="http://www.cbs-gisx.com">www.cbs-gisx.com</a>	Jay Cartisano
Integrity One Technologies, Inc.- IOT	2920 Fortune Circle W, Suite C	Indianapolis, IN 46241	<a href="http://www.integrityonetechnologies.com/">www.integrityonetechnologies.com/</a>	Sam Castiglione
Integrity One Technologies, Inc.- IOT	801 N Capitol Avenue	Indianapolis, IN 46204	<a href="http://www.marbaugh.com">www.marbaugh.com</a>	Sam Castiglione
ComDoc, Inc. - COM	8247 Pittsburg Avenue NW	North Canton, OH 44720	<a href="http://www.comdoc.com">www.comdoc.com</a>	Gordon Opitz
ComDoc, Inc. - COM	9100 South Hills Blvd. (Cleveland)	Broadview Hgts, OH 44147	<a href="http://www.comdoc.com">www.comdoc.com</a>	Gordon Opitz
ComDoc, Inc. - COM (Warehouse)	220 Ascot Parkway	Cuyahoga Falls, OH 44223	<a href="http://www.comdoc.com">www.comdoc.com</a>	Gordon Opitz

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
ComDoc, Inc. - COM	9999 Carver Road, Ste 100	Blue Ash, OH 45242	<a href="http://www.comdoc.com">www.comdoc.com</a>	Gordon Opitz
ComDoc, Inc. - COM	330 West Spring St, Ste 100 & 140	Columbus, OH 43215	<a href="http://www.comdoc.com">www.comdoc.com</a>	Gordon Opitz
ComDoc, Inc. - COM (Warehouse)	711-713 Hadley Drive (WH)	Columbus, OH 43228	<a href="http://www.comdoc.com">www.comdoc.com</a>	Gordon Opitz
ComDoc, Inc. - COM	51 Plum Street, Ste 200	Beavercreek, OH 45440	<a href="http://www.comdoc.com">www.comdoc.com</a>	Gordon Opitz
ComDoc, Inc. - COM	55 Amherst Villa Rd	Buffalo, NY 14225	<a href="http://www.comdoc.com">www.comdoc.com</a>	Gordon Opitz
Capital Busines Systems, Inc.- CBU	2708 Commerce Drive, Unit A	Harrisburg, PA 17110	<a href="http://www.capitalbusinessinc.com">www.capitalbusinessinc.com</a>	Gordon Opitz
Conway Technology Group LLC - COP	10 Capitol Street	Nashua, NH 03063	<a href="http://www.conwayoffice.com">www.conwayoffice.com</a>	Carl Tourigny
Conway Tech Group LLC - COP d/b/a Transco	34 Leighton Road	Augusta, ME 04330	<a href="http://www.transcobusiness.com">www.transcobusiness.com</a>	Carl Tourigny
Capitol Office Solutions, LLC - COS	9065 Guilford Road	Columbia, MD 21046	<a href="http://www.cosxs.com">www.cosxs.com</a>	Reed Hagmann
Chicago Office Technology Group, Inc. - COTG	3 Territorial Court	Bolingbrook, IL 60440	<a href="http://www.cotg.com">www.cotg.com</a>	Dan Tuohy
Chicago Office Technology Group, Inc. - COTG	1 East Wacker Dr, #1305	Chicago, IL 60601	<a href="http://www.cotg.com">www.cotg.com</a>	Dan Tuohy
Chicago Office Technology Group, Inc. - COTG	Two Pierce Pl, Ste 12th Floor	Itasca, IL 60143	<a href="http://www.cotg.com">www.cotg.com</a>	Dan Tuohy
Carolina Office Systems - CSS	13245 W Reese Blvd, Ste 130	Huntersville, NC 28078	<a href="http://www.carolinaos.com">www.carolinaos.com</a>	Mark Taylor
Carolina Office Systems - CSS	1042 Legrand Blvd, Suite 1	Wando, SC 29492 (Charleston)	<a href="http://www.carolinaos.com">www.carolinaos.com</a>	Mark Taylor
G-Five, Inc. - GFI	297 Garlington Rd, Suites E-H	Greenville, SC 29615	<a href="http://www.gfive.net">www.gfive.net</a>	Mark Taylor

**EXHIBIT F**

<b>COMPANY / GROUP</b>	<b>STREET ADDRESS</b>	<b>CITY/STATE/ZIP</b>	<b>WEB ADDRESS</b>	<b>PRESIDENT</b>
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	8200 IH 10 W, Suite 400	San Antonio, TX 78230	<a href="http://www.dahill.com">www.dahill.com</a>	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	17280 Green Mtn Road, Ste. 130	San Antonio, TX 78247	<a href="http://www.dahill.com">www.dahill.com</a>	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	2100 West Loop South, Ste 1300	Houston, TX 77027 (Galleria)	<a href="http://www.dahill.com">www.dahill.com</a>	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	5747 Brittmoore Rd, Suite 100	Houston, TX 77041 (WH)	<a href="http://www.dahill.com">www.dahill.com</a>	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	901 S. Mopac Expwy, Ste 595	Austin, TX 78746	<a href="http://www.dahill.com">www.dahill.com</a>	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	11831 Miriam, Unit A-9 (Serv Wh)	El Paso, TX 79936		Brad Rollins
Denitech Corporation - DEN	820 W Sandy Lake Rd, Ste 100	Coppell, TX 75019	<a href="http://www.denitech.com">www.denitech.com</a>	Brad Rollins
Eastern Managed Print Network - ECP	1224 W. Genessee St.	Syracuse, NY 13204	<a href="http://www.easternmpn.com">www.easternmpn.com</a>	Carl Tourigny
Eastern Managed Print Network - ECP	111 Grant Avenue	Endicott, NY 13760	<a href="http://www.easternmpn.com">www.easternmpn.com</a>	Carl Tourigny
Eastern Managed	8 Access Road	Colonie (Albany), NY 12205	<a href="http://www.easternmpn.com">www.easternmpn.com</a>	Carl Tourigny

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
Print Network				
Elan Marketing, Inc. d/b/a Elan Office Systems	6760 Surrey Street	Las Vegas, NV 89119	<a href="http://www.elanoffice.com">www.elanoffice.com</a>	Peter Cherubino
Electronic Systems - ESI	369 Edwin Drive (Building 1)	Virginia Beach, VA 23462	<a href="http://www.esi.net">www.esi.net</a>	Anthony Lane
Electronic Systems - ESI	365 Edwin Dr (Bldg. 2- not publishd)	Virginia Beach, VA 23462	<a href="http://www.esi.net">www.esi.net</a>	Anthony Lane
Electronic Systems - ESI	4417 Expressway Dr	Virginia Beach, VA 23452	<a href="http://www.esi.net">www.esi.net</a>	Anthony Lane
Electronic Systems - ESI	3727 Challenger Avenue	Roanoke, VA 24012	<a href="http://www.esi.net">www.esi.net</a>	Anthony Lane
Electronic Systems - ESI	10406 Lakeridge Parkwy, Ste 1000	Ashland, VA 23055	<a href="http://www.esi.net">www.esi.net</a>	Anthony Lane
TML Enterprises, Inc. - TML	4151 Lafayette Center Dr, Ste 100	Chantilly, VA 20151	<a href="http://www.tml-xerox.com">www.tml-xerox.com</a>	Anthony Lane
GDP Technologies, Inc. - GDP	1180 Eisenhower Parkway	Macon, GA 31206	<a href="http://www.gadup.com">www.gadup.com</a>	Ben Blankenship
GDP Technologies, Inc. - GDP	4350 Rivergreen Parkway, Ste 100	Duluth, GA 30096	<a href="http://www.gadup.com">www.gadup.com</a>	Ben Blankenship
Inland Business Systems, Inc. - IBS	1326 N. Market Blvd,	Sacramento, CA 95834	<a href="http://www.igoinland.com">www.igoinland.com</a>	Beth Thomas
Inland Business Systems, Inc. - IBS aka Sierra Office Solutions - SIO	4710 Longley Lane	Reno, NV 89502	<a href="http://www.sierraoffice.com">www.sierraoffice.com</a>	Beth Thomas
Inland Business Systems, Inc. - IBS aka Lucas Business Systems, Inc. - LUC	627 Bitritto Court	Modesto, CA 95351	<a href="http://www.lucassystems.com">www.lucassystems.com</a>	Beth Thomas

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
imageQuest - IQI	11021 E 26th Street N	Wichita, KS 67226	<a href="http://www.imagequestks.com">www.imagequestks.com</a>	Andrew Shirah
imageQuest - IQI	11106 Strang Line Rd, Bldg K	Lenexa, KS 66213	<a href="http://www.imagequestks.com">www.imagequestks.com</a>	Andrew Shirah
Image Technology Specialists, Inc. - ITS	70 Shawmut Road	Canton, MA 02021	<a href="http://www.its-xrx.com">www.its-xrx.com</a>	Randy Baril
Lewan & Associates - LEW	1400 South Colorado Blvd.	Denver, CO 80222	<a href="http://www.lewan.com">www.lewan.com</a>	Steve St. John
Lewan & Associates - LEW (Warehouse)	8530 Concord Center Dr, #400	Englewood, CO 80112	<a href="http://www.lewan.com">www.lewan.com</a>	Steve St. John
Lewan & Associates - LEW	1551-D Mercantile Avenue NE	Albuquerque, NM 87107	<a href="http://www.lewan.com">www.lewan.com</a>	Steve St. John
LRI, LLC	1601 SE Gateway Drive, Ste 130	Grimes, Iowa 50111	<a href="http://www.laserresources.com">www.laserresources.com</a>	Bob Lashier
Merizon Group, Inc - MBM d/b/a Modern Business Machines	620 N. Lynndale Drive	Appleton, WI 54914	<a href="http://www.mbm360.com">www.mbm360.com</a>	Dan Tuohy
Merizon Group, Inc. (Warehouse)	525 N. Perkins Street	Appleton, WI 54914	<a href="http://www.mbm360.com">www.mbm360.com</a>	Dan Tuohy
Michigan Office Solutions - MOS	2859 Walkent Drive NW	Grand Rapids, MI 49544	<a href="http://www.mos-xerox.com">www.mos-xerox.com</a>	Paul Hartley
Michigan Office Solutions - MOS	3101 Technology Blvd, Ste J	Lansing, MI 48910	<a href="http://www.mos-xerox.com">www.mos-xerox.com</a>	Paul Hartley
Michigan Office Solutions - MOS	40000 Grand River, Ste 500	Novi, MI 48375	<a href="http://www.mos-xerox.com">www.mos-xerox.com</a>	Paul Hartley
Minnesota Office Technology Group - MOTG	5600 Rowland Rd, Ste 205	Minnetonka, MN 55343	<a href="http://www.motg-xerox.com">www.motg-xerox.com</a>	Dan Tuohy
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions	5657 Copley Dr.	San Diego, CA 92111	<a href="http://www.mrc360.com">www.mrc360.com</a>	Bob Leone

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
Mr. Copy, Inc. (Warehouse)	5625-5629 Copley Dr	San Diego, CA 92111	<a href="http://www.mrc360.com">www.mrc360.com</a>	Bob Leone
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions	5050 Hopyard Road, Ste 100	Pleasanton, CA 94588	<a href="http://www.mrc360.com">www.mrc360.com</a>	Bob Leone
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions (Warehouse)	21343 Cabot Blvd, Bldg A	Hayward, CA 94545	<a href="http://www.mrc360.com">www.mrc360.com</a>	Bob Leone
Rabbit Office Automation (ROA)	904 Weddell Court	Sunnyvale, CA 94089	<a href="http://www.roa-usa.com">www.roa-usa.com</a>	Bob Leone
Xerox Hawaii - XHI	700 Bishop Street, Ste 1200	Honolulu, HI	<a href="http://www.xerox.com">www.xerox.com</a>	Glen Sexton
MT Business Technologies, Inc. - MTB	1150 National Parkway	Mansfield, OH 44906	<a href="http://www.mtbt.com">www.mtbt.com</a>	Chuck Rounds
MT Business Technologies, Inc. - MTB	1205 Corporate Drive	Holland, OH 43528	<a href="http://www.mtbt.com">www.mtbt.com</a>	Chuck Rounds
Quality Business Systems - QBS	14432 SE Eastgate Way, Ste 300	Bellevue, WA 98007	<a href="http://www.qbsi-xerox.com">www.qbsi-xerox.com</a>	Kelly Stackpole
Quality Business Systems - QBS (Warehouse)	7112 S. 212th Street	Kent, WA 98032	<a href="http://www.qbsi-xerox.com">www.qbsi-xerox.com</a>	Kelly Stackpole
CTX Business Solutions d/b/a Copytronix - CTX	16640 SW 72nd Ave, Bldg 10	Portland, OR 97224	<a href="http://www.ctx-xerox.com">www.ctx-xerox.com</a>	Kyle Marvin
Boise Office Equipment, Inc. - BOE	330 North Ancestor Place	Boise, ID 83704	<a href="http://www.boeweb.com">www.boeweb.com</a>	Pete Battista
R.K. Dixon Company - RDK	5700 Utica Ridge Road	Davenport, IA 52807	<a href="http://www.rkdixon.com">www.rkdixon.com</a>	Don Phillips
R.K. Dixon Company - RDK (Warehouse)	5442 Tremont Ave, Ste B	Davenport, IA 52807	<a href="http://www.rkdixon.com">www.rkdixon.com</a>	Don Phillips
R.K. Dixon Company - RDK	8630 North Allen Road	Peoria, IL 61615	<a href="http://www.rkdixon.com">www.rkdixon.com</a>	Don Phillips

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
Premier Office Equipment, Inc. - POE	1510 East Olive Street	Marshalltown, IA 50158	<a href="http://www.premierofficeequipment.com">www.premierofficeequipment.com</a>	Don Phillips
Saxon Business Systems - SAX	14025 NW 60th Avenue	Miami Lakes, FL 33014	<a href="http://www.saxon.net">www.saxon.net</a>	George Cavallaro
Saxon Business Systems - SAX	1395 NW 17th Avenue, #107	Delray Beach, FL 33445	<a href="http://www.saxon.net">www.saxon.net</a>	George Cavallaro
Saxon Business Systems - SAX	9150 Phillips Highway, Ste 2	Jacksonville, FL 32256	<a href="http://www.saxon.net">www.saxon.net</a>	George Cavallaro
SoCal Office Technologies f/d/b/a MWB Copy Products. - SOC	5700 Warland Drive	Cypress, CA 90630	<a href="http://www.socal-office.com">www.socal-office.com</a>	Bob Leone
Stewart of Alabama, Inc. - STO	4000 Colonnade Parkway	Birmingham, AL 35243	<a href="http://www.stewartal.com">www.stewartal.com</a>	Vince Caltagirone
Stewart Business Systems - STW	6000 Irwin Road, Suite A	Mt. Laurel, NJ 08054	<a href="http://www.stewartxerox.com">www.stewartxerox.com</a>	Joseph O'Malley
Stewart Business Systems - STW (Warehouse)	3001 Irwin Road, Suite B&C	Mt. Laurel, NJ 08054	<a href="http://www.stewartxerox.com">www.stewartxerox.com</a>	Joseph O'Malley
Stewart Business Systems - STW	365 W. Passaic St, Ste 585	Rochelle Park, PA 07662	<a href="http://www.stewartxerox.com">www.stewartxerox.com</a>	Joseph O'Malley
Heritage Business Systems - HBS	1263 Glen Avenue	Moorestown, NJ 08057	<a href="http://www.heritagebusiness.com">www.heritagebusiness.com</a>	Joseph O'Malley
Heritage Business Systems - HBS	3525 Quaker Bridge Rd, Ste 910	Hamilton, NJ 08619	<a href="http://www.heritagebusiness.com">www.heritagebusiness.com</a>	Joseph O'Malley
Heritage Business Systems - HBS	501 Silverside Road	Wilmington, DE 19809	<a href="http://www.heritagebusiness.com">www.heritagebusiness.com</a>	Joseph O'Malley
Zoom Imaging Solutions - ZIS	4603 W. Jennifer Ave.	Fresno, CA 93722	<a href="http://www.zoomcopiers.com">www.zoomcopiers.com</a>	Beth Thomas
Zeno Office Solutions - ZOS	8701 Florida	Tampa, FL 33634	<a href="http://www.zenosolutions.com">www.zenosolutions.com</a>	Matt Petry

**EXHIBIT F**

<b>COMPANY / GROUP</b>	<b>STREET ADDRESS</b>	<b>CITY/STATE/ZIP</b>	<b>WEB ADDRESS</b>	<b>PRESIDENT</b>
	Mining Blvd			
Zeno Office Solutions - ZOS	4525 Vineland Road, Ste 203-204	Orlando, FL 32811	<a href="http://www.zenosolutions.com">www.zenosolutions.com</a>	Matt Petry



October 25, 2022

Ms. Rachael Jones Turner  
SLED Cooperative Contracts Manager  
Xerox Corporation  
201 Merritt 7  
Norwalk, CT 06851  
Rachael.jones@xerox.com

Re: Renewal Award of Contract #R191104

Dear Ms. Jones Turner:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 25, 2022, Region 4 ESC is pleased to announce that Xerox Corporation has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on November 19, 2019, and subsequent performance thereafter:

**Contract**

Copiers and Printers

The contract will expire on May 31, 2024, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or [deborah.bushnell@omniapartners.com](mailto:deborah.bushnell@omniapartners.com)

The partnership between Xerox Corporation, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

*Robert Zingelmann*

30EE15BFEF1C4C6...

Robert Zingelmann  
Chief Financial Officer, Finance and Operations Services



October 27, 2023

Ms. Rachael Jones Turner  
SLED Cooperative Contracts Manager  
Xerox Corporation  
201 Merritt 7  
Norwalk, CT 06851  
Rachael.jones@xerox.com

Re: Renewal Award of Contract #R191104

Dear Ms. Jones Turner:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, Region 4 ESC is pleased to announce that Xerox Corporation has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on November 19, 2019, and subsequent performance thereafter:

**Contract**

Copiers and Printers

The contract will expire on May 31, 2025, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or [deborah.bushnell@omniapartners.com](mailto:deborah.bushnell@omniapartners.com)

The partnership between Xerox Corporation, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:  


30EE15BFEF1C4C6...  
Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

## Standard Agreement Modifications

### 1.0 GENERAL DESCRIPTION:

1.01 This Agreement is subject to the terms and conditions of the OMNIA Partners Contract #R191104 (“OMNIA Contract”) which is incorporated to this Agreement by its sole reference. In the event of any conflict between this contract and its exhibits, the order of precedence shall be this Contract followed by OMNIA Contract.

### 3.0 TERM OF AGREEMENT:

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice or with cause immediately. Termination under this provision shall not apply to orders received and equipment installed prior to the effective date of termination. Individual lease placements will continue until their scheduled expiration date, and continue to be governed by, and be subject to, the terms and conditions of the individual lease Agreement.

### 7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. Termination under this provision shall not apply to the lease orders received and equipment installed prior to the effective date of termination. Individual lease placements will continue until their scheduled expiration date, and continue to be governed by, and be subject to, the terms and conditions of the individual lease Agreement.

7.02 The County may cancel and terminate this Agreement for good cause upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement, provided the County has given CONTRACTOR 30 days to cure its shortfall and CONTRACTOR has failed to cure during the 30-day cure period. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper.

7.03 The County’s payment to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may given written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. The County shall send CONTRACTOR written notice, within 30-days of its governing body’s decision not to appropriate funds, stating that the County’s governing body failed to appropriate funds and that the governing body was unable to find an assignee within the County’s organization to continue the Agreement. The notice must indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement’s management or execution.



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

## Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

### Agreement No.: A-16962

- a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with Xerox Corporation to provide lease equipment maintenance, repair, customer education and analyst services to all Department of Social Services facilities as needed, for the period of July 1, 2024 through June 30, 2028 in the amount of \$688,000; and
- b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% (\$68,800) of the amended contract amount, do not significantly change the scope of work, and not to exceed the maximum aggregate amount of \$756,800.

PASSED AND ADOPTED on this 25<sup>th</sup> day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2024.

Dated: June 27, 2024

File ID: A 24-312

Agenda Item No.: 61

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Emmanuel H. Santos, Deputy