

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 13

In the County Commission of said county, on the 21st day of November 20 13

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the purchase, by the Circuit Clerk's Office, of a Microfilm Scanner/Reader/Printer with maintenance from RK Black Missouri, LLC dba EBE Office Solutions of Lenexa, Kansas and dispose of an existing Microfilm Reader, asset tag 11238 on GovDeals. The terms of this Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal Form.

Done this 21st day of November, 2013.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Janet M. Thompson

Janet M. Thompson
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 13, 2013
RE: Contract for Canon MS 300II Microfilm Scanner for Circuit Clerk

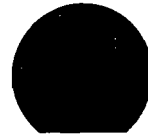
The Circuit Clerk's office requests permission to purchase a Microfilm Scanner / Reader / Printer with maintenance from RK Black Missouri, LLC dba EBE Office Solutions of Lenexa, Kansas.

Cost of equipment is \$4,009.50 and will be paid from department 1221 – Circuit Clerk, account 92000 – Replacement Office Equipment. Cost of maintenance for one year is \$450.00 and will be paid from 1221 – Circuit Clerk, account 60050 – Equipment Service Contract. Total contract price is \$4,459.50. \$4,604.00 was budgeted.

Purchasing and the Circuit Clerk's office is seeking permission to dispose of their existing Microfilm Reader/Printer, fixed asset tag 11238 on GovDeals. There is no storage memory on this equipment that will need to be removed. Attached for signature is the Request for Disposal Form.

cc: Contract File
Debbie Lee, Circuit Clerk

PURCHASE REQUISITION BOONE COUNTY, MISSOURI



11/4/13

REQUEST
DATE

5899
VENDOR
NO.

EBE
VENDOR NAME

ADDRESS

CITY

To: County Clerk's Office

Comm Order # 526-2013

Please return all documentation to Auditor's Office.

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- | | | |
|---|---|---|
| <p>Bid /RFP (enter # below)</p> <p><input type="checkbox"/> Sole Source (enter # below)</p> <p><input type="checkbox"/> Emergency Procurement (enter # below)</p> <p><input type="checkbox"/> Written Quotes (3) Attached (>\$2500 to \$4,499)</p> <p><input checked="" type="checkbox"/> Purchase is ≤\$6000 and is NOT covered by an existing bid or sole source.</p> | <p>Not Subject To Bidding (select appropriate response below):</p> <p><input type="checkbox"/> Utility</p> <p><input type="checkbox"/> Employee Travel/Meal Reimb</p> <p><input type="checkbox"/> Training (registration/conf fees)</p> <p><input type="checkbox"/> Dues</p> <p><input type="checkbox"/> Pub/Subscription/Transcript Copies</p> <p><input type="checkbox"/> Refund of Fees Previously Paid to County</p> <p><input checked="" type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Not Susceptible to Bidding for Other Reasons (Explain):</p> | <p><input type="checkbox"/> Mandatory Payment to Other Govt</p> <p><input type="checkbox"/> Court Case Travel/Meal Reimb</p> <p><input type="checkbox"/> Tool and Uniform Reimb</p> <p><input type="checkbox"/> Inmate Housing</p> <p><input type="checkbox"/> Remit Payroll Withheld</p> <p><input type="checkbox"/> Agency Fund Dist (dept #s 7XXX)</p> |
|---|---|---|

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 1221

Bill to Department # 1221

Department	Account	Item Description	Qty	Unit Price	Amount
1 2 2 1	9 2 0 0 0	Canon MS 300II Microfil Scanner: 2266B002AA	1	1897.50	1897.50
1 2 2 1	9 2 0 0 0	Framing Kit to define specific print areas: #3685A001AB	1	236.50	236.50
1 2 2 1	9 2 0 0 0	Roll Fiche Carrier 200 for 16/35mm, fiche and cartridges	1	1047.50	1047.50
1 2 2 1	9 2 0 0 0	EZ 02 16-32X Zoom Lens for 16 mm rollfilm: #3660A001AD	1	428.00	428.00
1 2 2 1	9 2 0 0 0	Automatic Border Removal, Trimming, Centering	1	0.00	0.00
1 2 2 1	9 2 0 0 0	USB 2.0 cable to connect MS 300II to the PC	1	0.00	0.00
1 2 2 1	9 2 0 0 0	Full Framing, Automatic Page Size Detection, Deskew	1	0.00	0.00
1 2 2 1	9 2 0 0 0	Automatic/Manual Exposure Control	1	0.00	0.00
1 2 2 1	9 2 0 0 0	Automatic/Manual Image Polarity Detection	1	0.00	0.00
1 2 2 1	9 2 0 0 0	Delivery – FOB Destination	1	100.00	100.00
1 2 2 1	9 2 0 0 0	Installation, Configuration & Training	1	300.00	300.00
1 2 2 1	6005 0	EBE Annual Maintenance. M-F 9-5	1	450.00	450.00
TOTAL:					4459.50

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Melinda Bobbitt

Prepared By

Melinda Bobbitt
Requesting Official

[Signature]

Auditor Approval

**PURCHASE AGREEMENT FOR
CANON MS 300II DIGITAL MICROFILM SCANNER / READER/ PRINTER
WITH MAINTENANCE
FOR BOONE COUNTY CIRCUIT CLERK**

THIS AGREEMENT dated the 11TH day of NOVEMBER, 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **RK Black Missouri, LLC DBA EBE Office Solutions** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a contract for one (1) refurbished **Canon MS 300II Microfilm Scanner / Reader / Printer with maintenance** in compliance EBE's quote dated August 27, 2013, Ron Kogan's e-mail dated October 31, 2013, Boone County Insurance Requirements and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with quote response may be permanently maintained in the County Purchasing Office file if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Missouri Standard Terms and Conditions and Insurance Requirements shall prevail and control over the vendor's quote response(s).
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following equipment and maintenance:

Boone County Circuit Clerk – Boone County Circuit Clerk, Civil Division, 705 E. Walnut, 1st Floor, Columbia, MO 65201.

Microfilm Scanner / Reader / Printer: One (1) refurbished (covered as new equipment for maintenance) Canon MS 300II Microfilm Scanner with one (1) each of the following:

Canon MS 300II, Microfilm Scanner: #2266B002AA	\$1,897.50
Framing Kit to define specific print areas: #3685A001AB	\$236.50
Roll Fiche Carrier 200 for 16/35mm, fiche and cartridges	\$1,047.50
EZ 02 16-32X Zoom Lens for 16 mm rollfilm: #3660A001AD	\$428.00
Automatic Border Removal, Trimming, Centering	included
USB 2.0 cable to connect MS 300II to the PC	included
Full Framing, Automatic Page Size Detection, Deskew	included
Automatic/Manual Exposure Control	included
Automatic/Manual Image Polarity Detection	included
Delivery – FOB Destination	\$100.00
Installation, Configuration & Training	\$300.00
Equipment total:	\$4,009.50
EBE Annual Maintenance. M-F 9-5	\$450.00
Total	\$4,459.50

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

Maintenance: shall be provided for the Canon MS 300II Microfilm Scanner / Reader / Printer for \$450.00 per year. Maintenance will renew automatically yearly for one-year renewal periods until either party provides written notice of termination to the other at least 30 days before the end of any term. Maintenance pricing of \$450.00 will remain firm for five years from contract date. At the end of five years of maintenance, the Contractor must provide the Circuit Clerk proposed increase in pricing 30 days before end of contract term.

The parts will be available a minimum of five (5) years after the date of this contract. All parts used under a service agreement are new.

Maintenance pricing includes all labor, travel, mileage, travel time, and parts, excluding staples, paper & third-party accessories, i.e. card/coin systems.

Contractor's on-site maintenance shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be five (5) fiscal years following the year equipment is installed and accepted by the County.

Delivery and Installation: Contractor agrees to deliver, setup, connect and provide training of Microfilm Scanner for the **Boone County Circuit Clerk** within 10 days after receipt of Purchase Order.

3. **Billing and Payment** - All billing shall be invoiced to the Boone County Circuit Clerk and billings may only include the prices listed within. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges specified in the Contractor's quote. The County agrees to pay all invoices within thirty days of receipt following successful installation and connectivity of Microfilm Scanner; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
4. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not

in conformity with bidding specifications or variances authorized by County, or

c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**RK BLACK MISSOURI, LLC
DBA EBE OFFICE SOLUTIONS**

BOONE COUNTY, MISSOURI

by Ronald Kogan
Signature
RONALD KOGAN
Printed Name
title SALES MANAGER

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract.

June Pitchford by jj 11/15/13
Signature Date Appropriation Account 1221-92000 / \$4,459.50

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
4. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
5. The delivery date shall be stated in definite terms.
6. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
7. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
8. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
9. Prices must be as stated in units of quantity specified, and must be firm.
10. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
11. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
12. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
14. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

15. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.



mailing systems • shredders
 managed IT services • microfilm
 document management software
 copiers • printers • fax • scanners
 digital publishing • disaster recovery
 surveillance systems • supplies • fun

Ron Kogan, Imaging Sales Manager
 1142 Renner Blvd., Lenexa, KS 66219
 T: (913) 577-8142 • F: (913) 492-3552
 rkogan@ebe-usa.com • www.ebe-usa.com

Imaging • Copiers • Printers • Fax • Micrographics • Supplies

Quotation for Canon MS 300II Digital Reader/Printer
Boone County Circuit Clerk's Office
 8/27/2013

Qty	Description	Price
1	Canon MS 300II, Microfilm Scanner	\$1,897.50
1	Framing Kit to define specific print areas	\$236.50
1	Roll Fiche Carrier for 16/35mm, fiche and cartridges.	\$1,047.50
1	Install Kit P to power REC 200	\$144.50
1	EZ 02 16-32X Zoom Lens for 16 mm rollfilm.	\$428.00
1	Automatic Border Removal, Trimming, Centering, included	\$0.00
1	USB 2.0 cable to connect MS 300II to the PC	\$1.00
1	Full Framing, Automatic Page Size Detection, Deskew, included	\$0.00
1	Automatic/Manual Exposure Control, included	\$0.00
1	Automatic/Manual Image Polarity Detection, included	\$0.00
1	Shipping, Handling & Insurance	\$100.00
1	Installation, Configuration & Training.	\$300.00
1	EBE Annual Maintenance. M-F 9-5.	\$450.00
	Refurbished unit, covered as new equipment.	

Total Investment	\$4,604.00	-144.50 = 4459.50
Total Investment w/o Service	\$4,154.00	
Hardware only cost	\$3,754.00	
Original hardware only cost	\$7,500.00	

Notes:

This configuration requires a customer supplied PC, Mouse, Monitor & Keyboard.
The PC is required hardware for the USB 2.0 connection, network interface, network printing and for installation of the CapturePerfect driver software.

*DEBORAH;
 I WILL CALL TO DISCUSS THIS
 WITH YOU.*

Ron KOGAN

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work. and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or

failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

EXHIBIT E (continued)

AFFIDAVIT OF WORK AUTHORIZATION:

The offeror who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now RONALD KOGAN (Name of Business Entity Authorized Representative) as IMAGING SALES MANAGER (Position/Title) first being duly sworn on my oath, affirm EBC OFFICE SOLUTIONS (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that EBC OFFICE SOLUTIONS (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

<u>Ronald Kogan</u> Authorized Representative's Signature	<u>Ronald Kogan</u> Printed Name
<u>Imaging Sales Manager</u> Title	<u>12/05/2012</u> Date
<u>RKOGAN@EBC-USA.COM</u> E-Mail Address	<u>MBRU8798</u> E-Verify Company ID Number

Subscribed and sworn to before me this 5th of December, 2012. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Johnson, State of
(NAME OF COUNTY)
Kansas, and my commission expires on 9-24-2016.
(NAME OF STATE) (DATE)

Chad Johnson
Signature of Notary
12-5-2012
Date



EXHIBIT E (continued)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

I certify that EBE OFFICE SOLUTIONS (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror's name and the MOU signature page completed and signed by the offeror and the Department of Homeland Security – Verification Division.
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____

(if known)

RONALD KOGAN
Authorized Business Entity
Representative's Name
(Please Print)

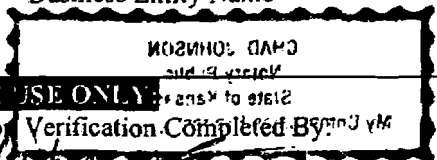
Ronald Kogan
Authorized Business Entity
Representative's Signature

NBRU879F
E-Verify MOU Company ID
Number

RKOGAN@EBE-US*.COM
E-Mail Address


EBE OFFICE SOLUTIONS
Business Entity Name

12/5/12
Date




FOR STATE USE ONLY
Documentation Verification Completed By: Paul Carter
Buyer _____ Date 12/17/12

Knowledge Check Results




Congratulations!



Melisa Brumley (MBRU8798), your score is 100%

Melisa Brumley, you successfully completed this tutorial and passed the E-Verify Knowledge Check on November 13, 2012.

Use your browser's print capability to obtain a copy of this page for your records.
To use E-Verify, select 'Exit Tutorial.'



REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the English and Spanish versions of the 'Notice of E-Verify Participation' and 'Right to Work' posters.

PK

EXHIBIT F
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION,
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RONALD KOGAN, IMPORTING SALES MANAGER

Name and Title of Authorized Representative

Ronald Kogan

Signature

12/5/12

Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions." without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Search Results

Current Search Terms: EBE* office* solutions*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1278.20131018-1401

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : November 4, 2013

FIXED ASSET TAG NUMBER: 11238

RECEIVED
RECEIVED

DESCRIPTION: Canon MP-60 Microfilm Machine

NOV 05 2013
NOV 05 2013

REQUESTED MEANS OF DISPOSAL: surplus

BOONE COUNTY AUDITOR
BOONE COUNTY AUDITOR

OTHER INFORMATION: *Located in public area of Civil/Family Divisions -*

CONDITION OF ASSET: poor does not work

REASON FOR DISPOSITION: unable to fix

COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Can be removed now.

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: Circuit Clerk's Office 1221

SIGNATURE

Debra Lee

AUDITOR

ORIGINAL PURCHASE DATE 12/23/09 \$997

RECEIPT INTO 1190-3835

ORIGINAL COST \$4,937.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1601

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME _____

NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL

David K. Smith

TRADE

AUCTION

SEALED BIDS

OTHER

EXPLAIN _____

COMMISSION ORDER NUMBER 526-2013

DATE APPROVED

11-21-13

SIGNATURE

David K. Smith

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 13

In the County Commission of said county, on the 21st day of November 20 13

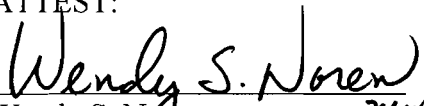
the following, among other proceedings, were had, viz:

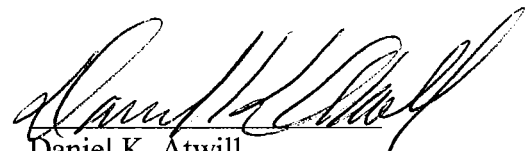
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the WSCA/State of New Mexico Cooperative Contract #20-000-00-00040D for Managed Print Services with Xerox Corporation. This is a Term and Supply contract available through August 31, 2014 with two additional 24-month renewal options..

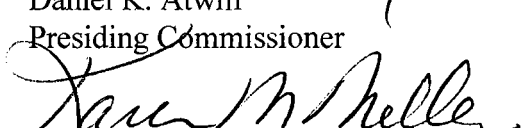
The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

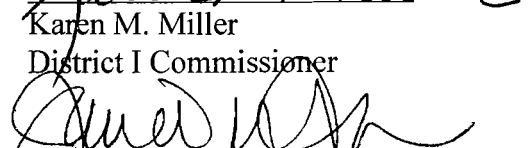
Done this 21st day of November, 2013.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 District II Commissioner

Boone County Purchasing

Amy Robbins
Senior Buyer



613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Amy Robbins
DATE: November 15, 2013
RE: WSCA / State of New Mexico Cooperative Contract# 20-000-00-00040D
– Managed Print Services

The IT Dept. and the Purchasing Office request permission to utilize the WSCA / State of New Mexico Cooperative Contract# 20-000-00-00040D – Managed Print Services with Xerox Corporation. This contract will combine toner service and contract maintenance for existing desktop printers that is currently provided by two separate contracts. This is a Term and Supply contract available through August 31, 2014 with 2 additional 24-month renewal options.

Invoices will be paid from departments 1170 (IT), 1263 (Child Support), 2010 (Assessor), 2040 (Public Works), and 2045 (Design & Construction), account number 60050, Equipment Service Contracts.

cc: Contract File
Aron Gish, Director, IT

**PURCHASE AGREEMENT FOR
MANAGED PRINT SERVICES
TERM AND SUPPLY**

THIS AGREEMENT dated the 21ST day of November 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Xerox Corporation** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

- 1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Managed Print Services** in compliance with **Western States Contracting Alliance (WSCA) / State of New Mexico Participating Addendum to the Managed Print Services State of New Mexico Price Agreement 20-000-00-00040D**, WSCA/State of New Mexico Price Agreement 20-000-00-00040D, State of New Mexico / WSCA Master Agreement, Xerox Exhibit A – Pricing quote dated October 10, 2013, Xerox Exhibit B – Managed Device Listing dated October 10, 2013 and Xerox Print Services Description of Services dated October 10, 2013. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office file if not attached. In the event of any conflict between this Purchase Agreement, the WSCA / State of New Mexico PA, the WSCA Master Pricing Agreement, and the Contractor's quote, the order of precedence shall be as follows:

 1. Purchase Agreement;
 2. State of New Mexico / WSCA PA and State of New Mexico / WSCA Master Pricing Agreement;
 3. Contractor's quote
- 2. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Managed Print Services in accordance with the terms of the Participating Addendum to the Western States Contracting Alliance (WSCA) / State of New Mexico Master Price Agreement 20-000-00-00040D and the State of New Mexico /WSCA Master Pricing Agreement..
- 3. Contract Duration** - This agreement shall commence on **date written above and extend through December 31, 2014** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date in writing by the County for **two (2) additional two-year periods** subject to the pricing clauses in the lead state pricing agreement and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.
- 4. Billing and Payment** - All billing shall be invoiced to the appropriate Office / Department and billings may only include the prices listed within. No fees or charges other than what was included in the quote may be charged. The County agrees to pay all invoices within thirty days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.
- 5. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 6. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

Exhibit A - Pricing

XPS Services Contract # 7138372-001



Pricing Summary

Xerox Print Services Term

48 Months from Services Commencement Date

Print Services Total

Total monthly minimum charge: \$2,490.81

- Excludes applicable taxes

Networked Laser Devices

Black & White / Color	Monthly Minimum Print Volume	Charge per Impression	Monthly Minimum Charge	Excess Charge per Impression	Meter Reconciliation Period
Color	3,294	\$0.1300	\$428.22	\$0.1300	Quarterly
Black & White	120,948	\$0.0130	\$1,572.32	\$0.0130	Quarterly

Break Fix Services, Supplies, maintenance kits and drums are included. MICR toner is not included.

Networked Laser Devices: MICR

Black & White / Color	Monthly Minimum Print Volume	Charge per Impression	Monthly Minimum Charge	Excess Charge per Impression	Meter Reconciliation Period
Black & White	861	\$0.0700	\$60.27	\$0.0700	Quarterly

Break Fix Services, Supplies, maintenance kits and drums are included.

Non-Networked Laser Devices

Black & White / Color	Monthly Fee (per device)	Number of Devices	Monthly Minimum Charge
Color	\$45.00	0	\$0.00
Black & White	\$25.00	13	\$325.00

Break Fix Services, Supplies, maintenance kits and drums are included. MICR toner is not included.

Inkjet Printers

Black & White / Color	Monthly Fee (per device)	Number of Devices	Monthly Minimum Charge
Color	\$55.00	1	\$55.00

Exhibit A - Pricing

XPS Services Contract # 7138372-001



Inkjet Printers

Black & White / Color	Monthly Fee (per device)	Number of Devices	Monthly Minimum Charge
Black & White	\$35.00	0	\$0.00

The pricing listed in this section is for the provision of inkjet cartridge Supplies only.

Monthly Supplies Shipping Charge: \$50.00

Summary of Device Count Variability

Device Type	Black & White / Color	Device Count	Allowed Device Count Variability
Networked Laser Devices	Color	4	10%
Networked Laser Devices	Black & White	95	10%
Networked Laser Devices: MICR	Black & White	1	10%
Non-Networked Laser Devices	Color	0	10%
Non-Networked Laser Devices	Black & White	13	10%
Inkjet Printers	Color	1	10%
Inkjet Printers	Black & White	0	10%

Exhibit B - Managed Device Listing

XPS Services Contract # 7138372-001



Networked Laser Devices

Brand	Model Name	Serial	Black & White / Color
LEXMARK	T640	792R0RR	Black & White
LEXMARK	T640	792R0RP	Black & White
LEXMARK	T640	792R0RF	Black & White
LEXMARK	T640	791V6C6	Black & White
LEXMARK	T630	9916T7R	Black & White
LEXMARK	T630	9916T7N	Black & White
LEXMARK	T630	9916T7C	Black & White
LEXMARK	T630	9916T79	Black & White
LEXMARK	T630	4107337	Black & White
LEXMARK	T520	990CRGM	Black & White
LEXMARK	T520	9905F2P	Black & White
LEXMARK	T520	9905F2L	Black & White
LEXMARK	T520	9904WXX	Black & White
LEXMARK	T520	99042LG	Black & White
LEXMARK	T520	99042LF	Black & White
LEXMARK	T520	99042LB	Black & White
LEXMARK	T520	99042L9	Black & White
LEXMARK	T520	99042L7	Black & White
LEXMARK	T430	792BH61	Black & White
LEXMARK	T430	792B549	Black & White
LEXMARK	T430	7929XMN	Black & White
LEXMARK	T430	7929PV9	Black & White
LEXMARK	T430	7929D47	Black & White
LEXMARK	T430	79299NZ	Black & White
LEXMARK	T430	79299NV	Black & White
LEXMARK	T430	79299LT	Black & White
LEXMARK	T430	79299LP	Black & White
LEXMARK	T430	79299LH	Black & White
LEXMARK	T430	79299LD	Black & White
LEXMARK	T430	79299L6	Black & White
LEXMARK	T430	79298CV	Black & White
LEXMARK	T430	79298C0	Black & White
LEXMARK	T430	7928CL6	Black & White
LEXMARK	T430	7927Z62	Black & White
LEXMARK	T430	7927Z2B	Black & White
LEXMARK	T430	792779X	Black & White
LEXMARK	T430	79269CC	Black & White
LEXMARK	T430	79245XF	Black & White
LEXMARK	T430	7923ZY3	Black & White
LEXMARK	T430	7923ZY1	Black & White
LEXMARK	T430	7923ZVT	Black & White
LEXMARK	T430	7923WXP	Black & White
LEXMARK	T430	7923WX7	Black & White
LEXMARK	T430	7923WWW	Black & White
LEXMARK	T430	7922CY6	Black & White
LEXMARK	T430	7922CHD	Black & White
LEXMARK	T430	7921XY5	Black & White

Exhibit B - Managed Device Listing

XPS Services Contract # 7138372-001



Networked Laser Devices

Brand	Model Name	Serial	Black & White / Color
LEXMARK	T430	7921N5V	Black & White
LEXMARK	T430	79205CH	Black & White
LEXMARK	T430	79204YD	Black & White
LEXMARK	MS410DN	451431LMOHTR5	Black & White
LEXMARK	MS410DN	451431LM092FZ	Black & White
LEXMARK	MS410DN	451420LM05NMB	Black & White
LEXMARK	MS410DN	451420LM03KYL	Black & White
LEXMARK	E360DN	72N93Z3	Black & White
LEXMARK	E360DN	72N7Z7W	Black & White
LEXMARK	E360DN	72N7Z7T	Black & White
LEXMARK	E360DN	72N7Z7R	Black & White
LEXMARK	E360DN	72N7Z7L	Black & White
LEXMARK	E360DN	72N7Z7G	Black & White
LEXMARK	E360DN	72N7Z7F	Black & White
LEXMARK	E360DN	72N7Z7C	Black & White
LEXMARK	E360DN	72N7Z70	Black & White
LEXMARK	E360DN	72N6YF6	Black & White
LEXMARK	E360DN	72MWC69	Black & White
LEXMARK	E250DN	620HV73	Black & White
LEXMARK	C920	5320060580	Color
LEXMARK	C720	5500311	Color
LEXMARK	C510	55C2N9G	Color
IBM	INFOPRINT 1332	991PV8Y	Black & White
IBM	INFOPRINT 1332	9912MR8	Black & White
HEWLETT-PACKARD	LASERJET 5000	USC3005780	Black & White
HEWLETT-PACKARD	LASERJET 5000	USC1023823	Black & White
HEWLETT-PACKARD	LASERJET 4200	USDNL20314	Black & White
HEWLETT-PACKARD	LASERJET 4050	USQL059059	Black & White
HEWLETT-PACKARD	LASERJET 4050	USQL059050	Black & White
HEWLETT-PACKARD	LASERJET 4050	USBC042132	Black & White
HEWLETT-PACKARD	LASERJET 4050	USBC042128	Black & White
HEWLETT-PACKARD	LASERJET 4050	USBC042119	Black & White
HEWLETT-PACKARD	LASERJET 4050	USBC042069	Black & White
HEWLETT-PACKARD	LASERJET 4050	USBB130945	Black & White
HEWLETT-PACKARD	LASERJET 4050	USBB130518	Black & White
HEWLETT-PACKARD	LASERJET 2200	USBRC01117 *	Black & White
HEWLETT-PACKARD	LASERJET 2200	USBGD06880 *	Black & White
HEWLETT-PACKARD	LASERJET 2200	USBGC05968 *	Black & White
HEWLETT-PACKARD	LASERJET 2200	USBGB06461 *	Black & White
HEWLETT-PACKARD	LASERJET 2200	USBGB06460 *	Black & White
HEWLETT-PACKARD	LASERJET 2200	CNDSB20058 *	Black & White
HEWLETT-PACKARD	LASERJET 2100	USGV086418 *	Black & White
HEWLETT-PACKARD	LASERJET 2100	USGV086409 *	Black & White
HEWLETT-PACKARD	LASERJET 2100	USGV084407 *	Black & White
HEWLETT-PACKARD	LASERJET 2100	USGV084399 *	Black & White

* These Devices do not proactively communicate low toner or out of toner status or alerts. As a result, Supplies for these Devices cannot be replenished automatically. Supplies for these Devices must be ordered directly from the XPS Help Desk when required.

Exhibit B - Managed Device Listing

XPS Services Contract # 7138372-001

**Networked Laser Devices**

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	LASERJET 2100	USGV084397*	Black & White
HEWLETT-PACKARD	LASERJET 2100	USGV084388*	Black & White
HEWLETT-PACKARD	LASERJET 2100	USGV084387*	Black & White
HEWLETT-PACKARD	LASERJET 2100	USGV084375*	Black & White
HEWLETT-PACKARD	LASERJET 2100	USGV084372*	Black & White
HEWLETT-PACKARD	LASERJET 2100	USGV084371*	Black & White
HEWLETT-PACKARD	COLOR LASERJET 5550	JPSC78J0B0	Color

Networked Laser Devices: MICR

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	LASERJET 2200	USBGC02762*	Black & White

Non-Networked Laser Devices

Brand	Model Name	Serial	Black & White / Color
LEXMARK	T630DN	9916T7L	Black & White
LEXMARK	T630DN	9916T7H	Black & White
LEXMARK	T430DN	7923ZW5	Black & White
LEXMARK	MS410DN	451420IM04WD0	Black & White
LEXMARK	E360DN	72N96B6	Black & White
LEXMARK	E360DN	72N15RN	Black & White
LEXMARK	E360DN	72MZ28B	Black & White
LEXMARK	E360DN	72MXPV3	Black & White
LEXMARK	E260DN	72BFFP8	Black & White
HEWLETT-PACKARD	LASERJET 4050N	USTB053375	Black & White
HEWLETT-PACKARD	LASERJET 2200DN	USBRB01005	Black & White
HEWLETT-PACKARD	LASERJET 2100M	USGV086415	Black & White
HEWLETT-PACKARD	LASERJET 1012	CNFL039293*	Black & White

Inkjet Printers

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	DESKJET 6940	MY12MCK05W04Q9+	Color

+ The meter on these color Devices only records page count. Xerox will bill all pages counted on this Device at the print charge for color impressions.

* These Devices do not proactively communicate low toner or out of toner status or alerts. As a result, Supplies for these Devices cannot be replenished automatically. Supplies for these Devices must be ordered directly from the XPS Help Desk when required.

Xerox Print Services Description of Services



Client: BOONE, COUNTY OF

XPS Services Contract Number: 7138372-001

SERVICES COMMENCEMENT DATE. Xerox will notify Client in writing when Xerox reasonably determines that Break Fix Service and Supplies, as applicable, are available for the Managed Devices ("Services Commencement Date"). Xerox Contracted Devices may be installed prior to the Services Commencement Date. Regardless of the Services Commencement Date for Managed Devices, Basic/Maintenance Services and Consumable Supplies are provided for Xerox Contracted Devices as of the installation date per the terms of the Equipment Agreement.

1. **DEVICE MANAGEMENT SERVICES.** Xerox will use the Xerox Tools and Xerox Client Tools (collectively "Tools") to monitor networked Managed Devices. The Tools provide automatic service and supplies alerts to the Xerox Help Desk (e.g. low toner), automated meter collection, new device discovery, and device data collection for reporting. The Tools periodically scan the Client's network for devices which may be eligible to be Managed Devices. Devices identified through this process may be added as Managed Devices and billed at the rates identified in Exhibit A to the XPS Services Contract.
2. **REPAIR SERVICES.**
 - a. For Xerox Contracted Devices Xerox will provide Basic Services or Maintenance Services per the Equipment Agreement.
 - b. For Managed Devices identified as "Break Fix Service included" in Exhibit A to the XPS Services Contract, Xerox will keep the Managed Devices in good working order as set forth below ("Break Fix Services"). If a Managed Device failure cannot be resolved remotely, Xerox will dispatch a service technician to perform Break Fix Services, which will usually be the next business day. For select Managed Devices identified on Exhibit B that do not qualify for on-site Break Fix Services, Xerox will provide Device Exchange services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00AM to 5:00PM local time ("XPS Service Hours"). Technicians are not dispatched for preventative maintenance or cleaning.
 - c. If Xerox determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Xerox will discontinue Break Fix Service and Client may: (i) replace such device at its own expense with a device that is then supported by Xerox; or (ii) notify Xerox to delete such device from the XPS Services Contract.
 - d. Basic/Maintenance Services and Break Fix Services may be initiated by the Tools for networked Managed Devices, or by Client calling the Xerox Help Desk.
3. **SUPPLIES.**
 - a. For Xerox Contracted Devices, Xerox will provide Consumable Supplies in accordance with the Equipment Agreement.
 - b. For Managed Devices identified in Exhibit A as "Supplies included", Xerox will furnish the Supplies identified in the XPS Services Contract. Xerox will provide OEM compatible Supplies when available. If Client requires OEM Supplies other than Xerox, Client will be billed for such OEM Supplies. Xerox is not liable for constrained or discontinued Supplies. The Monthly Supplies Shipping Charge identified in Exhibit A to the XPS Services Contract covers standard ground shipping. The cost of second day, overnight, or other non-standard shipping will be billed to Client.
 - c. Requests for Supplies and Consumable Supplies may be placed by the Tools or by Client calling the Xerox Help Desk. For those Managed Devices that do not proactively communicate low toner or out of toner status or alerts, the Client will have to order Supplies or Consumable Supplies directly from the XPS Help Desk when required. To prevent excessive shipment of Supplies or Consumable Supplies, Xerox may: (i) check the current toner level to validate a low toner condition; and (ii) check the metered impression volume since the last shipment to determine if impression volume exceeds the expected yield. If these conditions are not satisfied, Supplies or Consumable Supplies will be billed to Client. Cleaning kits and print media (e.g. paper) may be ordered from the Xerox Help Desk and will be billed to Client. Xerox may not provide Supplies or Consumable Supplies if a current meter read is not received for a networked Managed Device.
4. **XEROX HELP DESK.** The Xerox Help Desk is available during the XPS Service Hours to receive, track, escalate, process and close service issues, remotely resolve certain issues, and process Client requests for Break Fix Services, Supplies and Consumable Supplies.
5. **MOVE, ADD, CHANGE, DISPOSE PROCESS.** The Move, Add, Change and Dispose ("MACD") process is used to track and revise the Managed Devices. Under the MACD process, "Adds", "Changes" and "Disposals" may modify the amount billed. For transactions that involve acquisition or termination of Xerox Contracted Devices, the terms of the Equipment Agreement will govern. Early termination or other charges, if any, for a terminated Xerox Contracted Device will be billed according to the terms of the Equipment Agreement.
6. **REPORTING.** Xerox standard monthly reports will be provided for the Managed Devices.
7. **CLIENT RESPONSIBILITIES.** Client will:
 - a. Provide a Client Asset Coordinator ("CAC") as its primary point of contact with Xerox during the start-up, implementation and ongoing delivery of XPS Services. The CAC is authorized to process and approve MACD transactions.
 - b. Provide a Client IT Contact as its primary contact to Xerox to facilitate IT related activities and processes.
 - c. Provide or validate MACD information and approve changes in Managed Device status as they occur, through the MACD process.
 - d. Notify the Xerox Help Desk if Client wishes to relocate a Managed Device, and Xerox will advise Client if XPS Services are available at the new location.
 - e. Assure that networked Managed Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network.
 - f. Provide a dedicated PC or server, as required, that is connected to Client's network at all times ("Client PC"), and allow Xerox to install, use, access, update and maintain the Tools on the Client PC. The Tools cannot be installed on a PC or server where other SNMP-based applications or other Xerox Tools are installed, because they may interfere with the Tools.
 - g. Ensure that proper virus protection is installed, maintained, and enabled on the Client PC and any servers, desktop workstations, laptop computers and other hardware attached to or hosting any data on Client's network or output environment. Xerox is not responsible for the disruption of XPS Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Client implemented changes to its network, Xerox will work with Client to re-install Tools.

Xerox Print Services Description of Services



Client: BOONE, COUNTY OF

XPS Services Contract Number: 7138372-001

- h. Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which Networked Managed Devices reside.
 - i. Distribute Supplies and Consumable Supplies within Client's site (or facilitate Xerox contracted on-site resource to perform this task) and install them in Managed Devices and clear paper jams.
 - j. Resolve any Client network or PC hardware or software issues, or Managed Device software or printing issues not caused by a hard device failure.
 - k. Replace Managed Device cartridges and CRUs (or facilitate Xerox contracted on-site resource to perform this task).
 - l. Respond to call from service technician to validate location and inoperable condition of Managed Device and provide reasonable access to Client's facilities and personnel as required for the performance of XPS Services.
 - m. Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox authorized service representative.
 - n. Submit meter data for networked Managed Devices when such data cannot be provided by the Tools.
 - o. Request Basic/Maintenance Services, Break Fix Services, Supplies and/or Consumable Supplies from the Xerox Help Desk for Managed Devices that are not compatible with the Tools.
 - p. Grant or transfer to Xerox sufficient rights to use software owned, licensed or otherwise controlled by Client, as required, solely for the purpose of providing XPS Services.
 - q. Legally dispose of wastes generated from use of Managed Devices and associated Supplies and CRUs.
 - r. Be solely responsible for: (i) determining whether any Managed Devices are under an existing service, warranty, extended warranty and/or supply contract with the manufacturer or a third party dealer, reseller or service provider ("Pre-Existing Contract"); (ii) what action(s), if any, Client should take with respect to Pre-Existing Contracts; and (iii) the payment of any early termination fees or other charges associated with the termination of any Pre-Existing Contract.
 - s. Xerox will not be liable for delays or services failures, including but not limited to implementation delays, if Client does not perform or facilitate completion of its designated responsibilities.
8. **DEFINITIONS.** Capitalized terms that are not defined below or elsewhere in this Description of Services have the meaning assigned to them in the XPS Services Contract or Equipment Agreement, including any Orders, amendments or addenda thereto.
- a. Asset Management Database: A database that is hosted and maintained by Xerox to facilitate the XPS Services and record and provide reporting on Managed Device activities.
 - b. CRU: Client replaceable units or items that an operator can install without service assistance.
 - c. Device Exchange: Onsite Break Fix Services are not available for a limited number of Managed Device models, which are designated as "Device Exchange" models in Exhibit B to the XPS Services Contract. If a Device Exchange model requires repair, Xerox will ship a replacement device to the Client. Client will then ship the defective unit back to Xerox within a specified timeframe or be billed for the replacement device.
 - d. Equipment Agreement: The agreement between Client and Xerox under which Xerox provides Maintenance Services or Basic Services, as applicable, for a Xerox Contracted Device.
 - e. Managed Device(s): The devices identified in Exhibit B of the XPS Services Contract.
 - f. Xerox Contracted Device(s): A Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services, as applicable, under an Equipment Agreement.
 - g. XPS Services: The services described in this Description of Services.
 - h. XPS Services Contract: The agreement between Client and Xerox identified above, including any Orders, amendments or addenda thereto, which sets forth the terms and conditions governing this Description of Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2013

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: Xerox.certrequest@Marsh.com Fax:212-948-0500 J54000--GAW-13-14	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED XEROX CORPORATION 45 GLOVER AVE NORWALK, CT 06850	INSURER A: ACE American Insurance Company 22667	
	INSURER B: Indemnity Ins Co Of North America 43575	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-006769506-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			*HDO G27016303	01/01/2013	01/01/2014	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ N/A
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ INCLUDED ABOVE
							\$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			*ISA H08713315	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			*WLR C47129989 (AOS) *SCF C47129990 (WI) *WLR C47129977 (CA and MA)	01/01/2013 01/01/2013 01/01/2013	01/01/2014 01/01/2014 01/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
A							E.L. EACH ACCIDENT	\$ 1,000,000
A							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER The County of Boone Purchasing Attn: Amy Robbins 613 E. Ash Street Columbia, MO 64201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jessica A. May <i>Jessica A May</i>
--	---

(Please complete and return with Bid)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

William Spinks ISM
Name and Title of Authorized Representative

[Signature]
Signature

11/14/13
Date

Company ID Number: 83117

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Xerox Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 83117

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 83117

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 83117

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 83117

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 83117

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 83117

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 83117

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Xerox Corporation

Diana L Inman

Name (Please type or print)

Title

Electronically Signed

01/02/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 83117

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

01/02/2008

Date

Company ID Number: 83117

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Xerox Corporation

Company Facility Address: 100 Clinton Avenue South
XRX2-026-01
Rochester, NY 14644

Company Alternate Address: 100 Clinton Avenue South
XRX2-026-01
Rochester, NY 14644

County or Parish: MONROE

Employer Identification Number: 160468020

North American Industry
Classification Systems Code: 541

Parent Company: _____

Number of Employees: 10,000
and
over Number of Sites Verified for: 26

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- SOUTH CAROLINA 1 site(s)
- INDIANA 1 site(s)
- ARKANSAS 1 site(s)
- FLORIDA 1 site(s)
- CONNECTICUT 1 site(s)
- MISSISSIPPI 1 site(s)
- ILLINOIS 1 site(s)
- IDAHO 1 site(s)
- NORTH CAROLINA 1 site(s)
- TEXAS 1 site(s)
- WEST VIRGINIA 1 site(s)
- NEW YORK 2 site(s)
- MINNESOTA 1 site(s)
- NEW JERSEY 1 site(s)
- PENNSYLVANIA 1 site(s)
- UTAH 1 site(s)
- TENNESSEE 1 site(s)
- KANSAS 1 site(s)
- COLORADO 1 site(s)

Company ID Number: 83117

- OKLAHOMA 1 site(s)
- GEORGIA 1 site(s)
- CALIFORNIA 1 site(s)
- MISSOURI 1 site(s)
- RHODE ISLAND 1 site(s)
- ARIZONA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Jenise M Lockhart	Fax Number:	(972) 420 - 2096
Telephone Number:	(972) 420 - 5827		
E-mail Address:	jenise.lockhart@xerox.com		
Name:	Comie Barges	Fax Number:	(972) 420 - 5502
Telephone Number:	(972) 420 - 2930		
E-mail Address:	comie.barges@xerox.com		
Name:	Mary Clark	Fax Number:	(585) 422 - 5758
Telephone Number:	(585) 422 - 8471		
E-mail Address:	mary.clark@xerox.com		
Name:	Patrice J Brown	Fax Number:	(585) 422 - 5758
Telephone Number:	(585) 422 - 9338		
E-mail Address:	patrice.brown@xerox.com		
Name:	Diana L Inman	Fax Number:	(585) 422 - 5758
Telephone Number:	(585) 422 - 4229		
E-mail Address:	diana.inman@xerox.com		

Company ID Number: 83117

--

Case Administration

[Initial Verification](#)[View Cases](#)

User Administration

[Change Password](#)[Pwd Challenge Q&A](#)[Change Profile](#)

Company Administration

[Add User](#)[View Users](#)[Maintain Company](#)[Terminate Company](#)[Participation](#)

Reports

[View Reports](#)

Company Information

Company Name: Xerox Corporation

[View / Edit](#)

Company ID Number: 83117

Physical Location:

Address 1: 100 Clinton Avenue South

Address 2: XRX2-026-01

City: Rochester

State: NY

Zip Code: 14644

County: MONROE

Employer Identification Number: 160468020

Total Number of Employees: 10,000 and over

Corporate / Parent Company:

Organization Designation:

Employer Category: Federal Contractor with FAR E-verify Clause

Federal Contractor Category: None of these categories apply

Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites: 26

[View / Edit](#)

Total Points of Contact: 5

[View / Edit](#)

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

to the

Managed Print Services

New Mexico Master Price Agreement Number 20-000-00-00040D

Issued on behalf of the Western States Contracting Alliance (WSCA)

Between

Xerox Corporation

hereinafter "Contractor"

and

State of Missouri

hereinafter "Participating State"

Page 1 of 3

The Western States Contracting Alliance (WSCA) establishes a means by which participating state procurement offices may join together in cooperative multi-state contracting for the purpose of providing Managed Print Services.

1. **Scope:** This Addendum covers the WSCA Master Agreement lead by the State of New Mexico for use by state agencies, political subdivisions and other entities eligible to use state contracts within the State of Missouri. These entities are authorized by the Director of the Division of Purchasing and Materials Management of the state within which it is located to use the WSCA Managed Print Services contract.
2. **Participation:** Use of this WSCA Managed Print Services cooperative contract by Missouri state agencies, political subdivisions/local governments is authorized by the state's Director of Purchasing and Materials Management subject to state statutes subject to their approval. A subdivision/local government is defined as any city, county, district, or other local governing body including State Universities, community colleges, and K-12 public schools empowered to expend public funds and enrolled in the state's cooperative procurement purchasing program. Issues of interpretation and eligibility for participation are solely within the authority of the state's Director Purchasing and Materials Management. Missouri state agencies must obtain approval from the Division of General Services' State Printing Center before utilizing Managed Print Services.
3. **Changes:** No Changes Are Required
4. **Primary Contacts:** The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Gerrie Becker
State of New Mexico
Address: 401 Broadway P.O. Box 1928
Albuquerque, NM 87102
Telephone: 505-841-8618
E-mail: gerrie.becker@state.nm.us

Name: Nick Finn
Contractor: Xerox Corporation
Address: 7801 College Blvd, Overland Park, Ks 66210
Telephone: 913-661-1296

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

to the

Managed Print Services

New Mexico Master Price Agreement Number 20-000-00-00040D

Issued on behalf of the Western States Contracting Alliance (WSCA)

Between

Xerox Corporation

hereinafter "Contractor"

and

State of Missouri

hereinafter "Participating State"

Page 2 of 3

Fax: 913-661-1224

E-mail: Nicholas.finn@xerox.com

Participating State: State of Missouri

Name: Brent Dixon

Address: 301 W. High Street, Room 630, Jefferson City, MO 65101

Telephone: 573-751-4903

Fax: 573-526-9818

E-mail: brent.dixon@oa.mo.gov

5. **Servicing Subcontractors:** All Xerox dealers and resellers authorized in the State of Missouri, as shown on the dedicated Xerox (WSCA) website are approved to provide sales and service support to participants in the WSCA Master Price Agreement. The Xerox dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.
6. **Purchase Order Instructions:** The Master Price Agreement Number 20-000-00-00040D and the Participating State Contract Number (identified in the cooperative contract established by the State of Missouri for state agency use) **MUST** be shown on all Purchase Orders issued against this Agreement.
7. **Price Agreement Number:** All Purchase Orders issued by the purchasing entities within the jurisdiction of the Participating Addendum shall include the Participating State contract number (identified in the cooperative contract established by the State of Missouri for state agency use) and the lead state price agreement number 20-000-00-00040D.

This Participating Addendum and Master Price Agreement number 20-000-00-00040D (administered by the State of New Mexico) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempt to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

to the

Managed Print Services

New Mexico Master Price Agreement Number 20-000-00-00040D

Issued on behalf of the Western States Contracting Alliance (WSCA)

Between

Xerox Corporation
hereinafter "Contractor"

and

State of Missouri
hereinafter "Participating State"

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Addendum as of the last date of execution below.

State of Missouri

By:  _____

Name: James Miluski

Title: Director of the Division of Purchasing and
Materials Management

Date: 4/18/13

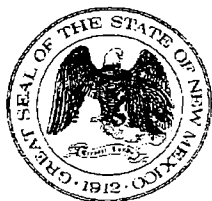
Contractor: Xerox Corporation

By:  _____

Name: NICK FINN

Title: GENERAL MANAGER

Date: 5/2/13



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
000008584
Xerox Corporation
PO Box 7405
Pasadena, CA 91109

Telephone No. (505)-883-1954

Price Agreement Number: 20-000-00-00040D

Price Agreement Amendment No.: Two

Term: November 1, 2012 - August 31, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Gerrie Becker

Telephone No.: (505) 841-8618

Invoice:
As Requested

Title: **Managed Print Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please amend pricing to reflect the attached pages.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 06/11/2013

WSCA Managed Print Services Cost Schedule

CPC=Cost per Copy

For the purposes of evaluating the RFP,
Complete each row in each band
If bidding only one machine for the
whole band fill in the CPC in all 4 rows

Quote 60 month pricing only

Band 1 - 22+ PPM
 - Base Monthly Volume - 2,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	\$0.02924	0.00990	Phaser 3600DN (MHB-E) 40 PPM, PS3, 128MB Memory Network Print, Duplex 110V. Print Only

Band 1 - 22+ PPM
 - Base Monthly Volume - 2,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	\$0.06868	\$0.00500	WorkCentre 5330 with 110 sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 160 GB Hard Drive, 1 GB Memory, Scan to Mailbox, Scan to Email, Security (Disk Encryption and Image Overwrite) (AE9), 30 PPM MFP
2	Copy/print/fax	\$0.07273	\$0.00500	WorkCentre 5330 with 110 sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 160 GB Hard Drive, 1 GB Memory, Scan to Mailbox, Scan to Email, Security (Disk Encryption and Image Overwrite) (AE9), 30 PPM MFP
3	Copy/print/scan	\$0.07273	\$0.00500	WorkCentre 5330 with 110 sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 160 GB Hard Drive, 1 GB Memory, Scan to Mailbox, Scan to Email, Security (Disk Encryption and Image Overwrite) (AE9), 30 PPM MFP
4	Copy/print/fax/scan	\$0.07273	\$0.00500	WorkCentre 5330 with 110 sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 160 GB Hard Drive, 1 GB Memory, Scan to Mailbox, Scan to Email, Security (Disk Encryption and Image Overwrite) (AE9), 30 PPM MFP

Band 1 - 22+ PPM
 - Base Monthly Volume - 2,300

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	\$0.04505	\$0.00500	3635 Multi-Function Printer 4-in-1 including Fax: 35ppm, 256MB memory, 80GB HD, 50 page DADF, 20 sheet off line stapler, EIP. (BB1-F)
2	Copy/print/fax	\$0.04505	\$0.00500	3635 Multi-Function Printer 4-in-1 including Fax: 35ppm, 256MB memory, 80GB HD, 50 page DADF, 20 sheet off line stapler, EIP. (BB1-F)
3	Copy/print/scan	\$0.04505	\$0.00500	3635 Multi-Function Printer 4-in-1 including Fax: 35ppm, 256MB memory, 80GB HD, 50 page DADF, 20 sheet off line stapler, EIP. (BB1-F)
4	Copy/print/fax/scan	\$0.04505	\$0.00500	3635 Multi-Function Printer 4-in-1 including Fax: 35ppm, 256MB memory, 80GB HD, 50 page DADF, 20 sheet off line stapler, EIP. (BB1-F)

Band 2 - 45+ PPM

- Base Monthly Volume - 15,000

A	B	C	D	E
Configuration	CPC Price	Overage	Notes/Comments	
1	Copy/print	\$0.04184	\$0.00790	Phaser 4620DT Laser Printer, 65PPM, Network, 2x550 Sheet Input Tray (XMW is the 2ND tray), Automatic two-sided printing, Metered, 110V (XLV-G). Print Only

Band 2 -45+ PPM

- Base Monthly Volume - 15,000

A	B	C	D	E
Configuration	CPC Price	Overage	Notes/Comments	
1	Copy/print	\$0.01595	\$0.00500	WorkCentre 5855 Copier/Printer (EX7) with 4 trays, Bypass Tray, SPDH, Color Scanning, 4,700 sheets paper, Security Kit (Image overwrite, encryption, Base McAfee), Network Accounting, iFax, Server Fax, Initialization Kit 55 (XM6)
2	Copy/print/fax	\$0.01595	\$0.00500	WorkCentre 5855 Copier/Printer (EX7) with 4 trays, Bypass Tray, SPDH, Color Scanning, 4,700 sheets paper, Security Kit (Image overwrite, encryption, Base McAfee), Network Accounting, iFax, Server Fax, Initialization Kit 55 (XM6)
3	Copy/print/scan	\$0.01595	\$0.00500	WorkCentre 5855 Copier/Printer (EX7) with 4 trays, Bypass Tray, SPDH, Color Scanning, 4,700 sheets paper, Security Kit (Image overwrite, encryption, Base McAfee), Network Accounting, iFax, Server Fax, Initialization Kit 55 (XM6)
4	Copy/print/fax/scan	\$0.01595	\$0.00500	WorkCentre 5855 Copier/Printer (EX7) with 4 trays, Bypass Tray, SPDH, Color Scanning, 4,700 sheets paper, Security Kit (Image overwrite, encryption, Base McAfee), Network Accounting, iFax, Server Fax, Initialization Kit 55 (XM6)

Band 3 - 75+ PPM

- Base Monthly Volume - 70,000

A	B	C	D	E
Configuration	CPC Price	Overage	Notes/Comments	
1	Copy/print	\$0.00595	\$0.00500	WorkCentre 5875 Copier/Printer (EX9) with 4 trays, Bypass Tray, SPDH, Color Scanning, 4,700 sheets paper, Security Kit (Image overwrite, encryption, Base McAfee), Network Accounting, iFax, Server Fax, Initialization Kit 75 (XM8)
2	Copy/print/fax	\$0.00595	\$0.00500	WorkCentre 5875 Copier/Printer (EX9) with 4 trays, Bypass Tray, SPDH, Color Scanning, 4,700 sheets paper, Security Kit (Image overwrite, encryption, Base McAfee), Network Accounting, iFax, Server Fax, Initialization Kit 75 (XM8)
3	Copy/print/scan	\$0.00595	\$0.00500	WorkCentre 5875 Copier/Printer (EX9) with 4 trays, Bypass Tray, SPDH, Color Scanning, 4,700 sheets paper, Security Kit (Image overwrite, encryption, Base McAfee), Network Accounting, iFax, Server Fax, Initialization Kit 75 (XM8)
4	Copy/print/fax/scan	\$0.00595	\$0.00500	WorkCentre 5875 Copier/Printer (EX9) with 4 trays, Bypass Tray, SPDH, Color Scanning, 4,700 sheets paper, Security Kit (Image overwrite, encryption, Base McAfee), Network Accounting, iFax, Server Fax, Initialization Kit 75 (XM8)

Band 4 - 95+ PPM

- Base Monthly Volume - 100,000

A	B	C	D	E
Configuration	CPC Price	Overage	Notes/Comments	
1	Copy/print	\$0.00826	\$0.00500	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95 images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included

2	Copy/print/fax	\$0.00826	\$0.00500	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes one fax line
3	Copy/print/scan	\$0.00826	\$0.00500	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included
4	Copy/print/fax/scan	\$0.00826	\$0.00500	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes one fax line

Band 5 - 125+ PPM
- Base Monthly Volume - 125,000

A	B	C	D	E
Configuration	CPC Price	Overage		Notes/Comments
1	Copy/print	\$0.00837	\$0.00500	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included
2	Copy/print/fax	\$0.00837	\$0.00500	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes fax
3	Copy/print/scan	\$0.00837	\$0.00500	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included
4	Copy/print/fax/scan	\$0.00837	\$0.00500	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes fax

Band 7 - BW/Color 35+ Color PPM
- Base Monthly Volume - 10,000

A	B	C	D	E	
Configuration	CPC Price	Overage B/W	Overage CLR	Notes/Comments	
1	Copy/print	\$0.01345	\$0.01260	\$0.05600	ColorQube 8870DN2 Color Printer, 40 PPM, 2400 FINEPCINT IMAGE QUALITY, 512 MB Memory, ETHERNET, USB, 1X525 Letter/Legal Input Tray, Two Sided Printing, NA PWR CORD (XFL-E). Print Only

Band 7 - BW/Color 35+ Color PPM
 - Base Monthly Volume - 10,000

A	B	C	D	E	
	Configuration	CPC Price	Overage B/W	Overage CLR	Notes/Comments
1	Copy/print	\$0.01926	\$0.00790	\$0.04900	ColorQube 8900; 44 PPM, Color Multifunctional System (DA4-E), 2- Sided Print, Copy, Scan, FAX; 50-Sheet DADF; 525-Sheet Tray; 100-Sheet Multi-Purpose Tray, Embedded OCR Software, NA PWR CORD; Metered
2	Copy/print/fax	\$0.01926	\$0.00790	\$0.04900	ColorQube 8900; 44 PPM, Color Multifunctional System (DA4-E), 2- Sided Print, Copy, Scan, FAX; 50-Sheet DADF; 525-Sheet Tray; 100-Sheet Multi-Purpose Tray, Embedded OCR Software, NA PWR CORD; Metered
3	Copy/print/scan	\$0.01926	\$0.00790	\$0.04900	ColorQube 8900; 44 PPM, Color Multifunctional System (DA4-E), 2- Sided Print, Copy, Scan, FAX; 50-Sheet DADF; 525-Sheet Tray; 100-Sheet Multi-Purpose Tray, Embedded OCR Software, NA PWR CORD; Metered
4	Copy/print/fax/scan	\$0.01926	\$0.00790	\$0.04900	ColorQube 8900; 44 PPM, Color Multifunctional System (DA4-E), 2- Sided Print, Copy, Scan, FAX; 50-Sheet DADF; 525-Sheet Tray; 100-Sheet Multi-Purpose Tray, Embedded OCR Software, NA PWR CORD; Metered

Band 7 - BW/Color 35+ Color PPM
 - Base Monthly Volume - 10,000

A	B	C	D	E	
	Configuration	CPC Price	Overage	Notes/Comments	
1	Copy/print	\$0.04019	\$0.00500	\$0.02500	ColorQube 9303 Duplex Copier/Printer/Scanner with DADF, 3 trays (3,200 sheets), 100 sheet Bypass Tray, Network Accounting Enablement, Server Fax, Internet Fax, Data Security Kit (Image Overwrite, Encryption), EIP, Scanning Kit, PostScript, Installation Kit, XPS Printing (XNE), Initial Supply Kit (675K79710), 55/60 ppm Product Enablement Kit (AB0)
2	Copy/print/fax	\$0.04019	\$0.00500	\$0.02500	ColorQube 9303 Duplex Copier/Printer/Scanner with DADF, 3 trays (3,200 sheets), 100 sheet Bypass Tray, Network Accounting Enablement, Server Fax, Internet Fax, Data Security Kit (Image Overwrite, Encryption), EIP, Scanning Kit, PostScript, Installation Kit, XPS Printing (XNE), Initial Supply Kit (675K79710), 55/60 ppm Product Enablement Kit (AB0)
3	Copy/print/scan	\$0.04019	\$0.00500	\$0.02500	ColorQube 9303 Duplex Copier/Printer/Scanner with DADF, 3 trays (3,200 sheets), 100 sheet Bypass Tray, Network Accounting Enablement, Server Fax, Internet Fax, Data Security Kit (Image Overwrite, Encryption), EIP, Scanning Kit, PostScript, Installation Kit, XPS Printing (XNE), Initial Supply Kit (675K79710), 55/60 ppm Product Enablement Kit (AB0)
4	Copy/print/fax/scan	\$0.04019	\$0.00500	\$0.02500	ColorQube 9303 Duplex Copier/Printer/Scanner with DADF, 3 trays (3,200 sheets), 100 sheet Bypass Tray, Network Accounting Enablement, Server Fax, Internet Fax, Data Security Kit (Image Overwrite, Encryption), EIP, Scanning Kit, PostScript, Installation Kit, XPS Printing (XNE), Initial Supply Kit (675K79710), 55/60 ppm Product Enablement Kit (AB0)

Band 8 - BW/Color 35+ Color PPM
 - Base Monthly Volume - 2000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print			WorkCentre 6505DN Color Laser MFP, Print/Copy/Scan/Fax/Email (YTB), up to 24PPM, Letter/Legal, USB/ETHERNET, 600 X 600 X 4 DPI, POSTSCRIPT 3/PCL, 250 Sheet Paper Tray, 35-Sheet ADF, Auto 2-Sided Output, 110V
2	Copy/print/fax			WorkCentre 6505DN Color Laser MFP, Print/Copy/Scan/Fax/Email (YTB), up to 24PPM, Letter/Legal, USB/ETHERNET, 600 X 600 X 4 DPI, POSTSCRIPT 3/PCL, 250 Sheet Paper Tray, 35-Sheet ADF, Auto 2-Sided Output, 110V
3	Copy/print/scan			WorkCentre 6505DN Color Laser MFP, Print/Copy/Scan/Fax/Email (YTB), up to 24PPM, Letter/Legal, USB/ETHERNET, 600 X 600 X 4 DPI, POSTSCRIPT 3/PCL, 250 Sheet Paper Tray, 35-Sheet ADF, Auto 2-Sided Output, 110V
4	Copy/print/fax/scan			WorkCentre 6505DN Color Laser MFP, Print/Copy/Scan/Fax/Email (YTB), up to 24PPM, Letter/Legal, USB/ETHERNET, 600 X 600 X 4 DPI, POSTSCRIPT 3/PCL, 250 Sheet Paper Tray, 35-Sheet ADF, Auto 2-Sided Output, 110V

Band 8 - BW/Color 35+ Color PPM
 - Base Monthly Volume - 2000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print			Phaser 6600 Color Laser Printer (X11-G), Letter/Legal, USB 2.0, 10/100/1000, 600 X 600 X 5 DPI, PS3/PCL6, 500-Sheet Paper Tray, Auto 2-sided output, UP TO 35 PPM. Print Only

Band 1

List pricing for any additional Band 1 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
WC3325DN			
520TRAY 520 Sheet Feeder			
XNB 512MB Memory upgrade			
SCN2SE-5 Scan to PC desktop STD w/5 seat			
DRCINST Carrier install/delivery			
1DAYAIR Expedited delivery			
3320DN			
DRCINST Carrier Delivery & Install option (TRM)			
3600DN			
1DAYAIR -Next Day Air Delivery to Customer		\$1.30	
BXC -Wireless Network Adapter		\$5.33	
CAF -64MB Memory Option		\$8.25	
CAG -128MB Memory Option		\$13.31	
CAH -256MB Memory Option (max = 2)		\$13.76	
DRCINST -Carrier Delivery & Install		\$2.14	
MUX -500 Sheet Feeder		\$3.54	
WC5330PT			
MAY Choose One of the Following:			
INTGDFN -Integrated Office Finisher		\$14.40	
OFC-FINLX -Office Finisher		\$20.06	
MAY Choose One of the Following:			
1FAXLINA -Single Line - LAN - iFAX Kit		\$13.04	
3FAXLINA -3 Line - LAN - iFAX Kit		\$27.20	

5325PACCT -Network Accounting Enable		\$6.54	
CACENBLE -Common Access Card Enablement Kit		\$4.33	
CACRDR -Common Access Card Kit & Reader for GSA		\$8.33	
CNVSTPLR -Convenience Stapler		\$8.14	
ENVLPKT -Envelope Tray		\$6.51	

FIDKIT -Foreign Interface Kit		\$6.80	
FINLX-3HP -2/3-Hole Punch		\$4.83	
FINLX-BM -Booklet Maker Unit		\$15.46	
POST-KIT1 -Postscript 3 Kit		\$9.80	
PRVWKIT -Thumbnail Preview Kit		\$17.30	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader		\$23.12	
SA1-INDAL -Secure Access USB with INDALA		\$23.12	
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader		\$19.94	
SA1-MIFAR -Secure Access s/w w/ MiFare Reader		\$23.12	
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$9.49	
SCNOPTNS -Network Scan		\$17.39	
SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$26.89	
SRCH-PDF1 -Searchable PDF		\$10.86	
SVRFXKIT1 -Server Fax Kit		\$17.33	
UNICODE -Unicode Kit		\$5.78	
VOIPFAX -VOIP Fax Option		\$19.49	

Band 2

List pricing for any additional Band 2 options here

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
4620DT			
MAY Choose One of the Following:			
XXM -High Capacity Feeder		\$17.25	
XYX -3 Inch Tall Flat Stand		\$4.57	

MAY Choose One of the Following:			
XMY - 500 Sheet Finisher		\$11.46	
XNA -400 Sheet 4 Bin Mailbox		\$11.46	

MAY Choose One of the Following:			
SA-HID125 -Secure Access s/w w/ HID 125KHz Rdr		\$31.30	
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Rdr		\$27.73	
SA-MIFARE -Secure Access s/w w/ MiFare Reader		\$31.30	

MAY Choose One of the Following:			
DRCINST -Carrier Delivery & Install		\$2.14	
EXPEDITE3 -Expedited Delivery		\$3.45	

PTRAY4 -Additional 550 Sheet Tray		\$5.75	
PTRAY5 -Additional 550 Sheet Tray		\$5.75	
PTRAY6 -Additional 550 Sheet Tray		\$5.75	
UNICODE -Unicode Kit		\$5.78	
XNB -Memory Upgrade		\$16.52	
XNC -160 GB Hard Disk		\$9.17	
XND -Wireless Option		\$4.57	

5855APT2			
MUST Choose One of the Following:			
100HVF -High Volume Finisher		\$41.60	
100HVFBM -High Volume Finisher w Booklet Maker		\$75.69	
58OCT -Offset Catch Tray		\$0.00	
OFCFINBM -2K Office Finisher with BookletMaker		\$49.02	
OFF50FINR -2K RoHS Ofc Finisher MultiPos Staple		\$15.49	

MAY Choose One of the Following:			
LINE1FAX -Single Line Fax Kit		\$11.59	

LINE2FAX -Dual Line Fax Kit		\$27.07	

2HOLE-LGL -Legal 2 Hole Punch		\$2.99	
3FOLD-HVF -C/Z Trifold for Booklet Maker Fin		\$79.38	
3HOLE -3 Hole Punch Kit		\$2.99	
3HOLE-HVF -3 Hole Punch for Hi Vol Finisher		\$4.23	
4K-HCF -4000 Sheet High Capacity Feeder		\$19.25	
4KHCFSEF -A3 Short Edge Feed Kit		\$19.36	
4KHCFSEL -Legal Short Edge Feed Kit		\$19.36	
AFCACENBL -Common Access Card Enablement Kit		\$7.83	
CAC-ENABL -Common Access Card Enablement Kit		\$3.83	
CONVSTPL1 -Convenience Stapler with Left Workshelf		\$6.14	
ENVKIT -Envelope Insert Kit		\$3.83	
INSRT-HVF -Post Process Inserter for Hi Vol Fin		\$29.04	
MCAFEEIC -McAfee Integrity Control Enablement		\$9.65	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader		\$23.12	
SA1-INDAL -Secure Access USB with INDALA		\$23.12	
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader		\$19.94	
SA1-MIFAR -Secure Access s/w w/ MiFare Reader		\$23.12	
SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.04	
SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$40.90	
UNICODE -Unicode Kit		\$5.78	
WC56FI -Foreign Interface Device		\$3.38	
WIRELESS -Wireless Print Kit		\$1.81	
XPS-ENBL -XPS Enablement Kit		\$7.23	

Band 3

List pricing for any additional Band 3 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
5875APT2			
MUST Choose One of the Following:			
100HVF -High Volume Finisher		\$41.60	
100HVFBM -High Volume Finisher w Booklet Maker		\$75.69	
58OCT -Offset Catch Tray		\$0.00	
OFCFINBM -2K Office Finisher with BookletMaker		\$49.02	
OFF50FINR -2K RoHS Ofc Finisher MultiPos Staple		\$15.49	

MAY Choose One of the Following:			
LINE1FAX -Single Line Fax Kit		\$11.59	
LINE2FAX -Dual Line Fax Kit		\$27.07	

2HOLE-LGL -Legal 2 Hole Punch		\$2.99	
3FOLD-HVF -C/Z Trifold for Booklet Maker Fin		\$79.38	
3HOLE -3 Hole Punch Kit		\$2.99	
3HOLE-HVF -3 Hole Punch for Hi Vol Finisher		\$4.23	
4K-HCF -4000 Sheet High Capacity Feeder		\$19.25	
4KHCFSEF -A3 Short Edge Feed Kit		\$19.36	
4KHCFSEL -Legal Short Edge Feed Kit		\$19.36	
AFCACENBL -Common Access Card Enablement Kit		\$7.83	
CAC-ENABL -Common Access Card Enablement Kit		\$3.83	
CONVSTPL1 -Convenience Stapler with Left Workshelf		\$6.14	
DPWRCONV1 -30 to 20 amp Conversion		\$7.25	
ENVKIT -Envelope Insert Kit		\$3.83	
INSRT-HVF -Post Process Inserter for Hi Vol Fin		\$29.04	

MCAFEEIC -McAfee Integrity Control Enablement		\$9.65	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader		\$23.12	
SA1-INDAL -Secure Access USB with INDALA		\$23.12	
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader		\$19.94	
SA1-MIFAR -Secure Access s/w w/ MiFare Reader		\$23.12	
SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.04	
SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$40.90	
UNICODE -Unicode Kit		\$5.78	
WC56FI -Foreign Interface Device		\$3.38	
WIRELESS -Wireless Print Kit		\$1.81	
XPS-ENBL -XPS Enablement Kit		\$7.23	

Band 4

List pricing for any additional Band 4 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
D95			
MUST Choose One of the Following			
INSTSECUR -Secure Access Install		\$3.27	
INSTSTD -Non-Secure Access Install		\$0	
MUST Choose One of the Following			
EBMNOFIN -For ESPRESSO w/o Finisher		\$0	
MLA -D4 Stapler Finisher 2/3 Hole Punch		\$134.78	
TKX -Booklet Finisher		\$242.34	
MUST Choose One of the Following			
BYPASS -Bypass Chute		\$9.53	
EBMNOFEED -For ESPRESSO w/o Feed		\$0	
HIGHCAPFD -High Capacity Feeder		\$68.08	
OVRSZHCF -Oversized HCF		\$168.91	
CAC-KIT -Common Access Card Enablement Kit		\$5.41	
FIDEVICE2 -Foreign Interface Device		\$3.38	
GIGABIT -Gigabit Ethernet Kit		\$10.89	
GROUNDSD -ESD Protection Kit		\$0	
INTEGSFT -Integrated Square Fold Trimmer		\$335.90	
JBAKIT2 -Job Based Accounting		\$13.62	
LEFT-UI -Left UI Kit		\$2.30	
LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit		\$0	
MUA -D3 C/Z Folder for MLA or MGA ONLY		\$93.03	
PDFKIT2 -PDF Kit		\$77.61	
SA1-HID2 -HID Reader USB Version		\$35.36	
SA1-MAG2 -Magstripe Reader USB Version		\$24.40	
SA1-MIF2 -Mifare/HID I-Class USB Version		\$27.83	
SA-HID125 -Secure Access s/w w/ HID 125KHz Reader		\$31.30	
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Reader		\$28.04	
SA-MIFARE -Secure Access s/w w/ MiFare Reader		\$31.30	
SECRWATR -Secure Watermark Kit		\$27.07	
STAPLER2 -Convenience Stapler		\$8.14	
USBENABL -USB Enablement Kit		\$8.14	
USBHUB -USB HUB Kit		\$4.09	

Band 5

List pricing for any additional Band 5 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
D125			
MUST Choose One of the Following:			
INSTSECUR -Secure Access Install		\$3.27	
INSTSTD -Non-Secure Access Install		\$0	
MUST Choose One of the Following:			
EBMNOFIN -For ESPRESSO w/o Finisher		\$0	
MLA -D4 Stapler Finisher 2/3 Hole Punch		\$134.78	
TKX -Booklet Finisher		\$242.34	
MUST Choose One of the Following			
BYPASS -Bypass Chute		\$9.53	
EBMNOFEED -For ESPRESSO w/o Feed		\$0	
HIGHCAPFD -High Capacity Feeder		\$68.08	
OVRSZHCF -Oversized HCF		\$168.91	

CAC-KIT -Common Access Card Enablement Kit		\$5.41	
FIDEVICE2 -Foreign Interface Device		\$3.38	
GIGABIT -Gigabit Ethernet Kit		\$10.89	
GROUNDSD -ESD Protection Kit		\$0	
INTEGSFT -Integrated Square Fold Trimmer		\$335.90	
JBAKIT2 -Job Based Accounting		\$13.62	
LEFT-UI -Left UI Kit		\$2.30	
LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit		\$0	
MUA -D3 C/Z Folder for MLA or MGA ONLY		\$93.03	
PDFKIT2 -PDF Kit		\$77.61	
SA1-HID2 -HID Reader USB Version		\$35.36	
SA1-MAG2 -Magstripe Reader USB Version		\$24.40	
SA1-MIF2 -Mifare/HID I-Class USB Version		\$27.83	
SA-HID125 -Secure Access s/w w/ HID 125KHz Reader		\$31.30	
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Reader		\$28.04	
SA-MIFARE -Secure Access s/w w/ MiFare Reader		\$31.30	
SECRWATR -Secure Watermark Kit		\$27.07	
STAPLER2 -Convenience Stapler		\$8.14	
USBENABL -USB Enablement Kit		\$8.14	
USBHUB -USB HUB Kit		\$4.09	

Band 6

List pricing for any additional Band 6 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments
W7225PT2			
INTGDFN Integrated Finisher (XDE)		\$19.06	
OFCFNLX Office Finisher LX (XDF)		\$21.78	
LINE1FAX Single Line Fax Kit (497K06230)		\$16.31	
LINE2FAX 2 Line Fax kit (497K06240)		\$34.00	
ENVLPKT Envelope Feeder Tray (497K04740)		\$8.14	
FINLX-BM Booklet Maker Unit (497K03850) * Only available for Office Finisher L X		\$19.33	
FINLX-3HP 2/3 Hole Punch (497K03860) * Only available for Office Finisher L X		\$6.04	
CNVSTAPLE Convenience Stapler with work surface (498K08250,497K04730)		\$8.41	
YRC Foreign Device Interface Kit (YRC)		\$9.49	
XM2 Postscript Kit (XM2)		\$12.25	
SCNPRO5 Scan to PC Desktop V11.0 with 5 Seat Licenses (301K23491)- Includes PaperPort Professional 11, OmniPage Professional 16, PDF Converter Professional 5 Enterprise, Image Retriever Professional 9, PSP Server 2 for Xerox Scan to PC Desktop		\$9.49	
SCN2SE-5 Scan to PC Desktop V11.0 with 5 Seat Licenses (301K23431)- Includes Paperport SE11, OmniPage SE 16, Image Retriever Professional 9		\$30.13	
SA1-HID Secure Access USB with HID 125KHZ card reader (RAK)		\$24.83	
SA1-MIFAR Secure Access with- Mifare/HID iClass card reader (RAG)		\$24.83	

SA1-MAG Secure Access USB with Magstripe card reader (RAF)		\$25	
SA1-INDAL Secure Access-USB w/INDALA (XWB)		\$21.40	
UNICODE Unicode (GGB)		\$7.23	

Band 7

List pricing for any additional Band 7 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
CQ8870DN2			
MAY Choose One of the Following:			
DRCINST -Carrier Delivery & Install		\$2.14	
EXPEDITE3 -Expedited Delivery		\$3.45	
AUL -512MB Phaser Printer Memory		\$16.52	
AUM -Cart with Storage Capacity		\$6.86	
BXC -Wireless Network Adapter		\$5.33	
XGW -Productivity Kit with Hard Drive		\$12.62	
XGX -525 Sheet Feeder		\$6.90	
CQ8900X2			
MAY Choose One of the Following:			
DA5 -1800 HCF		\$22.96	
EB9 -Cart		\$9.17	
MAY Choose One of the Following:			
DRCINST -Carrier Delivery & Install		\$2.14	
EXPEDITE3 -Expedited Delivery		\$3.45	
AFCACENBL -Common Access Card Enablement Kit		\$7.83	
AW1 -Finisher		\$16.07	
BXC -Wireless Network Adapter		\$5.33	
CAC-ENABL -Common Access Card Enablement Kit		\$3.83	
DA6 -525 Sheet Feeder		\$6.86	
MA7 -FDI Cable		\$4.57	
MCAFEEIC -McAfee Integrity Control Enablement		\$9.65	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader		\$23.12	
SA1-INDAL -Secure Access USB with INDALA		\$23.12	
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader		\$19.94	
SA1-MIFAR -Secure Access s/w w/ MiFare Reader		\$23.12	
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$9.49	
SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$26.89	
UNICODE -Unicode Kit		\$5.78	
WIRELESS -Wireless Print Kit		\$1.81	

2CQ9303			
MAY Choose One of the Following:			
LINE1FAX -Single Line Fax Kit		\$11.59	
LINE2FAX -Dual Line Fax Kit		\$27.07	
MUST Select One of the Following:			
CQHVFBM -3K HiVol Fin Staple 100 Booklet Maker		\$89.88	
CQHVFIN -3K Hi Vol Finisher Staple = 100		\$46.53	
CQOCT -Offset Catch Tray		\$6.90	
CQOFCFIN -2K Sheet Office Finisher Staple = 50		\$18.39	
CQ2HPLGL -Legal 2 Hole Punch for Office/HiVol Fin		\$6.78	
CQ3HPHVF -3 Hole Punch for HiVol Finisher		\$8.46	
CQ3HPOFC -3 Hole Punch for Office Finisher		\$6.78	
CQCZFOLD -Z Fold / C Fold Unit		\$89.67	
CQFIDKT -Foreign Device Interface Kit		\$4.02	
CQHCF -4K High Capacity Feeder		\$32.07	
CQINSRTR -HiVol Finisher Post Process Inserter		\$34.49	
CQSEFA3 -A3 Short Edge Feed Kit for HiCap Feeder		\$22.99	
CQSEFLGL -Legal Short Edge Feed for HiCap Feeder		\$22.99	
MCAFEEIC -McAfee Integrity Control Enablement		\$9.65	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader		\$23.12	
SA1-INDAL -Secure Access USB with INDALA		\$23.12	
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader		\$19.94	
SA1-MIFAR -Secure Access s/w w/ MiFare Reader		\$23.12	
SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.04	
SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$40.90	
SMARTCRD -Smart Card Kit (CAC)		\$7.36	
SMARTRDR -Smart Card Enable w Reader (GSA only)		\$7.83	
STPLR -Convenience Stapler		\$6.86	
UNICODE -Unicode Kit		\$5.78	
WIRELESS -Wireless Print Kit		\$1.81	
XASSIST5 -Xerox Copier Assistant		\$9.59	



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
000008584
Xerox Corporation
PO Box
Pasadena, CA 91109

Telephone No. (505) 883-1954

Price Agreement Number: 20-000-00-00040D

Price Agreement Amendment No.: One

Term: November 1, 2012 – August 31, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Gerrie Becker

Telephone No.: (505) 841-8618

Invoice:
As Requested

Title: **Managed Print Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately

Please amend to include the attached corrected pricing schedule and approved optional services.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 11/16/12

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

AM
TJD

WSCA Managed Print Services Cost Schedule		CPC=Cost per Copy			
For the purposes of evaluating the RFP, Complete each row in each band. If bidding only one machine for the whole band fill in the CPC in all 4 rows.					
Quote 60 month pricing only					
Band 1 - 22+ PPM					
- Base Monthly Volume - 2,000					
A	B	C	D	E	
Configuration	CPC Price	Overage Mono	Overage Color	Notes/Comments	
1 Copy/print	0.04053	0.01000		MFP3300X, 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included	
2 Copy/print/fax	0.04053	0.01000		MFP3300X, 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included	
3 Copy/print/scan	0.04053	0.01000		MFP3300X, 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included	
4 Copy/print/fax/scan	0.04053	0.01000		MFP3300X, 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included	
Band 1 - 22+ PPM					
- Base Monthly Volume - 2,000					
A	B	C	D	E	
Configuration	CPC Price	Overage Mono	Overage Color	Notes/Comments	
1 Copy/print	0.04053	0.01000		MFP3300X, 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included	
2 Copy/print/fax	0.04053	0.01000		MFP3300X, 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included	
3 Copy/print/scan	0.04053	0.01000		MFP3300X, 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included	
4 Copy/print/fax/scan	0.04053	0.01000		MFP3300X, 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included	
Band 2 - 45+ PPM					
- Base Monthly Volume - 15,000					
A	B	C	D	E	

Configuration	CPC Price	Overage Mono	Notes/Comments	
1 Copy/print	0.01316	0.00500	WorkCentre 4250 Multifunction, 45 PPM, Mono Copy Only, 256MB Memory, 110V, Carrier Delivery & Install included	
2 Copy/print/fax	0.01417	0.00500	WorkCentre 4250X Multifunction, 45 PPM, Mono Copy, Network Print, Fax, Scan to Email, 256MB Memory, 110V, Carrier Delivery & Install included	
3 Copy/print/scan	0.01393	0.00500	WorkCentre 4250S Multifunction, 45 PPM, Mono Copy, Network Print, Scan to Email, 256MB Memory, 110V, Carrier Delivery & Install included	
4 Copy/print/fax/scan	0.01417	0.00500	By choosing the fax & scan option will give you the copy / fax / scan option	
Band 3 - 75+ PPM - Base Monthly Volume - 70,000				
A	B	C	D	E
Configuration	CPC Price	Overage Mono	Notes/Comments	
1 Copy/print	0.00648	0.00500	WorkCentre 5775 Digital Copier/ Printer with 4 Trays, Bypass Tray, DADF, and WCS775 Kit, Office Finisher Included, Carrier Delivery & Install included	
2 Copy/print/fax	0.00669	0.00500	WorkCentre 5775 Digital Copier/ Printer with 4 Trays, Bypass Tray, DADF, and WCS775 Kit, Office Finisher Included, Carrier Delivery & Install included, one fax line	
3 Copy/print/scan	0.00679	0.00500	WorkCentre 5775 Digital Copier/ Printer with 4 Trays, Bypass Tray, DADF, and WCS775 Kit, Office Finisher Included, Carrier Delivery & Install included, mono scanning	
4 Copy/print/fax/scan	0.00700	0.00500	WorkCentre 5775 Digital Copier/ Printer with 4 Trays, Bypass Tray, DADF, and WCS775 Kit, Office Finisher Included, Carrier Delivery & Install included, one fax line, mono scanning	
Band 4 - 95+ PPM - Base Monthly Volume - 100,000				
A	B	C	D	E
Configuration	CPC Price	Overage Mono	Notes/Comments	
1 Copy/print	0.00959	0.00400	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included	
2 Copy/print/fax	0.00959	0.00400	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes one fax line	

3	Copy/print/scan	0.00959	0.00400	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included					
4	Copy/print/fax/scan	0.00959	0.00400	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes one fax line					
Band 5 - 125+ PPM									
- Base Monthly Volume - 125,000									
A	S	C	D	E					
	Configuration	CPC Price	Overage Mono	Notes/Comments					
1	Copy/print	0.00943	0.00400	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included					
2	Copy/print/fax	0.00943	0.00400	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes fax					
3	Copy/print/scan	0.00943	0.00400	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included					
4	Copy/print/fax/scan	0.00943	0.00400	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes fax					
Band 6 - BW/Color 25+ Color PPM									
- Base Monthly Volume - 6,000									
A	B	C	D	E					

Band 2

List pricing for any additional Band 2 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
MAY Choose One of the Following:			
NEX -High Cap Feeder Including Stand	\$32.06	\$24.38	
TRAY3-4 -Tray 3 & 4 (BKL Required)	\$33.97	\$25.83	
BKL -Paper Tray	\$16.95	\$12.88	
BLF -Cabinet Stand (Requires BKL Option)	\$7.52	\$5.72	
BLH -Network Accounting	\$11.30	\$8.59	
BLM -Network Fax Server	\$11.30	\$8.59	
CACENBKIT -CAC Enablement Kit	\$7.12	\$5.41	
DRCINST -Carrier Delivery & Install	\$5.65	\$4.30	
EXPEDITE3 -Expedited Delivery	\$5.65	\$4.30	
MXR -Foreign Device interface	\$8.60	\$5.02	
NFA -Fax Kit	\$22.64	\$17.22	
PUA -Finisher	\$22.64	\$17.22	
RAL -256MB Memory Upgrade	\$16.95	\$12.88	
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	\$12.49	\$9.49	Requires Scan option
SCNPRO5 -Scan to PC Desktop PRO 5 Seats	\$39.63	\$30.13	Requires Scan option
UNICODE -Unicode Kit	\$9.50	\$7.23	

Band 3

List pricing for any additional Band 3 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
MAY Choose One of the Following			
100HVF -High Volume Finisher	\$60.79	\$46.23	
100HVFBM -High Volume Finisher w Booklet Maker	\$124.44	\$94.64	

MAY Choose Only One of the following			
EMFAX-L2 -Embedded Fax 2 line with LAN Fax	\$44.52	\$33.86	

MAY Choose One of the Following			
CLR-SCAN -Color Scanning Kit	\$46.11	\$35.07	

1GBMEMUP -1 GB Memory	\$9.55	\$7.25	
2HOLE-LGL -Legal 2 Hole Punch	\$2.87	\$2.17	
3FOLD-HVF -C/Z Trifold for Booklet Maker Fin	\$130.48	\$99.23	
3HOLE -3 Hole Punch Kit	\$2.87	\$2.17	
3HOLE-HVF -3 Hole Punch for Hi Vol Finisher	\$2.87	\$2.17	
4KHCF -4000 Sheet High Capacity Feeder	\$31.67	\$24.07	
4KHCFSEF -A3 Short Edge Feed Kit	\$31.83	\$24.20	
4KHCFSEL -Legal Short Edge Feed Kit	\$31.83	\$24.20	
CAC-ENABL -Common Access Card Enablment Kit	\$6.32	\$4.80	
CLRSCNUPG -Color Scan Upgrade	\$17.51	\$13.31	
CONVSTAPL -Convenience Stapler	\$7.17	\$5.44	
DPWRCONV1 -30 to 20 amp Conversion	\$9.55	\$7.25	
ENVKIT -Envelope Insert Kit	\$6.32	\$4.80	
INSRT-HVF -Post Process Insert for Hi Vol Fin	\$47.74	\$36.31	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$30.12	\$24.83	
SA1-INDAL -Secure Access USB with INDALA	\$30.12	\$24.83	
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$25.94	\$21.40	
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$30.12	\$24.83	
SA-HID125 -Secure Access s/w w/ HID 125KHz Reader	\$37.69	\$31.30	
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Reader	\$33.71	\$28.04	
SA-MIFARE -Secure Access s/w w/ MiFare Reader	\$37.69	\$31.30	

SCN2SE25 -Scan to PC Desklop 25 Seats	\$13.25	\$10.07
SCNPRO25 -Scan to PC Desklop PRO 25 Seats	\$67.28	\$51.16
UNICODE -Unicode Kit	\$9.50	\$7.23
WC56FI -Foreign Interface Device	\$5.57	\$4.23
WNTWACCT -Network Accounting	\$15.92	\$12.10
XASSIST4 -Xerox Copier Assistant	\$15.76	\$11.98

Band 4

List pricing for any additional Band 4 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
MUST Choose One of the Following			
INSTSECUR -Secure Access Install	\$4.30	\$3.27	
INSTSTD -Non-Secure Access Install	\$0	\$0	
MUST Choose One of the Following			
EBMNOFIN -For ESPRESSO w/o Finisher	\$0	\$0	
MLA -D4 Stapler Finisher 2/3 Hole Punch	\$177.23	\$134.78	
TKX -Booklet Finisher	\$318.66	\$242.34	
MUST Choose One of the Following			
BYPASS -Bypass Chute	\$12.53	\$9.53	
EBMNOFEED -For ESPRESSO w/o Feed	\$0	\$0	
HIGHCAPFD -High Capacity Feeder	\$89.52	\$68.08	
OVRSZHCF -Oversized HCF	\$203.21	\$168.91	
CAC-KIT -Common Access Card Enablement Kit	\$7.12	\$5.41	
FIDEVICE2 -Foreign Interface Device	\$4.46	\$3.38	
GIGABIT -Gigabit Ethernet Kit	\$14.33	\$10.89	
GROUNDSD -ESD Protection Kit	\$0	\$0	
INTEGSFT -Integrated Square Fold Trimmer	\$425.94	\$335.90	
JBAKIT2 -Job Based Accounting	\$17.90	\$13.62	
LEFT-UI -Left UI Kit	\$3.03	\$2.30	
LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit	\$0	\$0	
MUA -D3 C/Z Folder for MLA or MGA ONLY	\$122.33	\$93.03	
PDFKIT2 -PDF Kit	\$102.04	\$77.61	
SA1-HID2 -HID Reader USB Version	\$43.02	\$35.36	
SA1-MAG2 -Magstripe Reader USB Version	\$28.94	\$24.40	
SA1-MIF2 -Mifare/HID I-Class USB Version	\$33.12	\$27.83	
SA-HID125 -Secure Access s/w w/ HID 125KHz Reader	\$37.69	\$31.30	
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Reader	\$33.71	\$28.04	
SA-MIFARE -Secure Access s/w w/ MiFare Reader	\$37.69	\$31.30	
SECRWATR -Secure Watermark Kit	\$35.60	\$27.07	
STAPLER2 -Convenience Stapler	\$10.70	\$8.14	
USBENABL -USB Enablement Kit	\$10.70	\$8.14	
USBHUB -USB HUB Kit	\$5.37	\$4.09	

Band 5

List pricing for any additional Band 5 options here.

Descrtplon	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments.
MUST Choose One of the Following:			
INSTSECUR -Secure Access Install	\$4.30	\$3.27	
INSTSTD -Non-Secure Access Install	\$0	\$0	
MUST Choose One of the Following:			
EBMNOFIN -For ESPRESSO w/o Finisher	\$0	\$0	
MLA -D4 Stapler Finisher 2/3 Hole Punch	\$177.23	\$134.78	
TKX -Booklet Finisher	\$318.66	\$242.34	
MUST Choose One of the Following			
BYPASS -Bypass Chute	\$12.53	\$9.53	
EBMNOFEED -For ESPRESSO w/o Feed	\$0	\$0	
HIGHCAPFD -High Capacity Feeder	\$89.52	\$68.08	
OVRSHCF -Oversized HCF	\$203.21	\$168.91	

CAC-KIT -Common Access Card Enablement Kit	\$7.12	\$5.41	
FIDEVICE2 -Foreign Interface Device	\$4.46	\$3.38	
GIGABIT -Gigabit Ethernet Kit	\$14.33	\$10.89	
GROUNDED -ESD Protection Kit	\$0	\$0	
INTEGSFT -Integrated Square Fold Trimmer	\$425.94	\$335.90	
JBAKIT2 -Job Based Accounting	\$17.90	\$13.62	
LEFT-UI -Left UI Kit	\$3.03	\$2.30	
LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit	\$	\$0	
MUA -D3 C/Z Folder for MLA or MGA ONLY	\$122.33	\$93.03	
PDFKIT2 -PDF Kit	\$102.04	\$77.81	
SA1-HID2 -HID Reader USB Version	\$43.02	\$35.36	
SA1-MAG2 -Magsstripe Reader USB Version	\$28.94	\$24.40	
SA1-MIF2 -Mifare/HID I-Class USB Version	\$33.12	\$27.83	
SA-HID125 -Secure Access s/w w/ HID 125KHz Reader	\$37.69	\$31.30	
SA-MAGSTR -Secure Access s/w w/ Mag Stripe Reader	\$33.71	\$28.04	
SA-MIFARE -Secure Access s/w w/ MiFare Reader	\$37.69	\$31.30	
SECRWATR -Secure Watermark Kit	\$35.60	\$27.07	
STAPLER2 -Convenience Stapler	\$10.70	\$8.14	
USBENABL -USB Enablement Kit	\$10.70	\$8.14	
USBHUB -USB HUB Kit	\$5.37	\$4.09	

Band 6

List pricing for any additional Band 6 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments
MAY Choose One of the Following:			
INTGDFN -Integrated Office Finisher	\$25.06	\$19.06	
OFCFNLX -Office Finisher	\$28.65	\$21.78	
MAY Choose One of the Following:			
FAX1LN -Single Line - LAN - iFAX Kit	\$21.44	\$16.31	
FAX3LN -3 Line - LAN - iFAX Kit	\$44.72	\$34.00	
MAY Choose One of the Following:			
SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses	\$12.49	\$9.49	
SCNPRO5 -Scan to PC Desktop PRO 5 Seats	\$39.63	\$30.13	

CACENBLE -Common Access Card Enablement Kit	\$7.12	\$5.41	
CNVSTAPLE -Convenience Stapler with Work Surface	\$10.70	\$8.14	
ENVLPKT -Envelope Tray	\$10.70	\$8.14	
FAXIP -Fax over IP	\$32.02	\$24.36	
FI-DEVICE -Foreign Device Interface Kit	\$12.49	\$9.49	
FINLX-3HP -2/3-Hole Punch	\$7.96	\$6.04	
FINLX-BM -Booklet Maker Unit	\$25.42	\$19.33	
JBAKIT -Job Based Accounting	\$0	\$0	
MEDIARDR2 -Media Card Reader Kit with Work Surface	\$21.28	\$16.18	
PSKIT -Postscript Kit	\$16.11	\$12.25	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$30.12	\$24.83	
SA1-INDAL -Secure Access USB with INDALA	\$30.12	\$24.83	
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$25.94	\$21.40	
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$30.12	\$24.83	
SVRFAX -Server Fax Kit	\$28.44	\$21.63	
UNICODE -Unicode Kit	\$9.50	\$7.23	
USBENBLE -USB Enablement Kit	\$10.70	\$8.14	

Band 7

List pricing for any additional Band 7 options here.

Description	Price (36 Month Term)	Price (60 Mo Term)	Notes/Comments
MUST Choose One of the Following:			
1TRAY -1 Tray Module	\$8.55	\$7.25	
3TRAY -3 Tray Module	\$12.73	\$9.68	
TNDMTRAY -High Cap Tandem Tray	\$15.92	\$12.10	
MAY Choose One of the Following:			
INTGDFIN -Integrated Office Finisher	\$22.28	\$16.94	
OFCFINRLX -Office Finisher	\$25.46	\$19.36	
PROFNLFN -Professional Finisher	\$95.44	\$72.58	
MAY Choose One of the Following:			
LINE1FAX -Single Line Fax Kit	\$19.05	\$14.49	
LINE2FAX -Dual Line Fax Kit	\$44.52	\$33.86	
MAY Choose One of the Following:			
SCN2SE25 -Scan to PC Desktop 25 Seats	\$13.25	\$10.07	
SCNPRO25 -Scan to PC Desktop PRO 25 Seats	\$67.28	\$51.16	

EFIHFVP -Hot Folders / Virtual Printing Kit	\$31.67	\$24.07	
EFIPACK -EFI Productivity Pack	\$82.71	\$62.90	
EFISPTKT -EFI Spot On Kit	\$31.67	\$24.07	
EFISVR -EFI Fiery Network Server	\$104.87	\$79.75	
EFISUITE -EFI Sequence Suite	\$82.71	\$62.90	
EFITRPKT -EFI Auto Trap Kit	\$31.67	\$24.07	
CACENBLE1 -Common Access Card Reader	\$5.53	\$4.20	
CACRDRKT -Common Access Card Kit & Reader for GSA	\$10.32	\$8.80	
ENVLPTRY -Envelop Tray	\$9.50	\$7.23	
FINLX-3HP -2/3-Hole Punch	\$7.96	\$6.04	
FINLX-BM -Booklet Maker Unit	\$25.42	\$19.33	
GBK -High Capacity Feeder	\$25.46	\$19.36	
SA1-HID -Secure Access s/w w/ HID 125KHz Reader	\$30.12	\$24.83	
SA1-INDAL -Secure Access USB with INDALA	\$30.12	\$24.83	
SA1-MAG -Secure Access s/w w/ Mag Stripe Reader	\$25.94	\$21.40	
SA1-MIFAR -Secure Access s/w w/ MiFare Reader	\$30.12	\$24.83	
STAPLERKT -Convenience Stapler With Work Surface	\$9.50	\$7.23	
UNICODE -Unicode Kit	\$9.50	\$7.23	
XASSIST5 -Xerox Copier Assistant	\$15.76	\$11.98	
YRC -Foreign Interface Kit	\$5.57	\$4.23	

6. Service Schedule

Offerors must complete and submit a complete Services Schedule (price list) for all services they propose to offer under a SPA they might receive. The Services Schedule (SS) should follow the format of the Cost Response Form at APPENDIX D. Prices cited on the Cost Response Form must be directly traceable to the proposed SS. Service schedules are due at the time of contract signature. A statement of concurrence must be submitted in the Offerors proposal.

Xerox acknowledges, understands and will comply with the Service Schedule criteria. Please review the attached Services Schedule following.

<p>Xerox Print Services for NETWORKED printers service is an optional component under the MPS Services offer from Xerox</p> <p>Xerox Print Services is a set of deliverables to support your NETWORKED Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Proactive Monitoring, Volume Tracking, Monitoring status, Managing supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer, Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers.</p>				
	Configuration	Price	Overage	Notes/Comments
1	<p>Xerox Print Services is a set of deliverables to support your NETWORKED Xerox and non-Xerox A4 printer fleet.</p> <p>Pricing is presented on a per impression basis with shipping charges per the volume ranges below.</p> <p>\$9.00 Shipping charges for 0-5,000 pages/month</p> <p>\$12.00 Shipping charges for 5,001- 10,000 pages/month</p> <p>\$16.00 Shipping charges for 10,001 – 15,000 pages/month</p> <p>\$20.00 Shipping charges for 15,001- 20,000 pages/month</p> <p>\$25.00 Shipping charges for 20,001 – 25,000 pages/month</p> <p>\$32.00 Shipping charges for 25,001- 30,000 pages/month</p> <p>\$38.00 Shipping charges for 30,001-50,000 pages/month</p> <p>\$45.00 Shipping charges for 50,001- 100,000 pages/month</p> <p>\$50.00 Shipping charges for over 100,001 pages/month</p>	<p>\$0.1325 per Color page</p> <p>\$0.0158 per monochrome page</p>		
<p>Xerox Print Services for LOCALLY CONNECTED LASER printers is an optional component under the MPS Services offer from Xerox</p> <p>Xerox Print Services is a set of deliverables to support your NON-networked Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Managing supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer, Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers.</p>				
	Configuration	Price	Overage	Notes/Comments

1	Xerox Print Services for NON-networked Xerox and non-Xerox A4 LASER printers.	\$46 per Color device \$26 per monochrome device	NA	
---	---	---	----	--

Xerox Print Services for LOGALLY CONNECTED INKJET printers is an optional component under the MPS Services offer from Xerox

Xerox Print Services is a set of deliverables to support your NON-networked Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Managing supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer, Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers.

Configuration	Price	Overage	Notes/Comments
1 Xerox Print Services for NON-networked Xerox and non-Xerox A4 INKJET printers.	\$56 per Color device \$36 per monochrome device	NA	

On-site Support / DocuCare is an optional component under the MPS Services offer from Xerox

Onsite first point of contact for Help Desk issues, Download and install printer drivers on end-user equipment, Perform printer mapping to PC as required, Escalate printer network issues to appropriate resource, Perform Advanced Customer Training (ACT) or DocuCare maintenance and diagnosis functions, Manage and maintain on-site parts inventory using PM4, Ensure SLAs are adhered to per SOW, Physical device management and control, Device Configuration (Enter IP address, scanning templates, User access levels, Scan to File/Email, etc...), Monitor/apply current patches, Non-Xerox device management as required, Perform remote device monitoring and remote solve (Xerox Device Management), Identify and promote Xerox Office solutions, may also include Provide leadership, coaching & feedback to help drive successful results to meet operational metrics and account SLA's and could include being responsible for the overall delivery of contracted services at client site. The specific role/responsibility and pricing will vary depending on requirements of client contract.

Configuration	Price	Overage	Notes/Comments
1 Onsite Xerox associate dedicated to client support for fleet of 125 print devices. Price per Associate is presented as a 'Not to Exceed' pricing. Actual pricing will depend on contracted responsibilities	Up To \$6,500 per associate per month	NA	

<p>Xerox Enterprise Print Governance Level 1 is an optional Xerox MPS Services component</p> <p>Xerox Enterprise Print Governance Level 1 provides software infrastructure on workstations or print servers which capture user print job information and the Xerox personnel and processes in order to provide tracking, reporting and chargeback capabilities, down to the individual user level. Organizations can review monthly reports to monitor and manage printing habits and encourage smarter printing choices. Aggregated information for usage patterns by output device, user and print queue level enable detailed reporting to allow management to see volume by individual user, usage patterns by time of day. Reporting also leverages print job and document metadata to show which types of documents are being produced and what printer features are being used, for example, duplex, color, N-Up, stapling, etc.</p>				
	Configuration	Price	Overage	Notes/Comments
1	Xerox Enterprise Print Governance Level 1 support for up to 500 users	\$2.25 user per month	NA	
2	Xerox Enterprise Print Governance Level 1 support for up to 2,500 users	\$1.00 user per month	NA	
3	Xerox Enterprise Print Governance Level 1 support for up to 5,000 users	\$0.50 user per month	NA	

<p>Xerox Enterprise Print Governance Level 2 is an optional Xerox MPS Services component</p> <p>Xerox Enterprise Print Governance Level 2 includes the components of Xerox Enterprise Print Governance Level 1 and adds real time, software-enforced feedback to end users for organization print policies to encourage or enforce responsible printing. With scalable control, tracking and chargeback capabilities, organizations can monitor and manage printing habits, in real-time, to encourage smart printing choices. By analyzing print jobs and validating against organization print policies in real-time, organizations can track usage, encourage end-user decisions to support organization goals and control print activity across the enterprise.</p>				
	Configuration	Price	Overage	Notes/Comments
1	Xerox Enterprise Print Governance Level 2 support for up to 500 users	\$2.75 user per month	NA	
2	Xerox Enterprise Print Governance Level 2 support for up to 2,500 users	\$1.50 user per month	NA	
3	Xerox Enterprise Print Governance Level 2 support for up to 5,000 users	\$0.75 user per month	NA	

<p>Xerox Mobile Print is an optional Xerox MPS Services component</p> <p>Xerox Mobile Print is a Xerox provided service which enables mobile users within your organization to use their email capable mobile devices or Blackberry/iOS/Android/Windows 7 smart phone to send print jobs to any networked output device in the Managed Print program, regardless of manufacturer. Mobile users can print using device compatible software client or simply send email with a supported document type from their mobile device and retrieve the print job pages from the selected output device either via an Extensible Interface platform (EIP) or non-EIP workflow. The Mobile Print workflows allow users to print via their mobile device while away from their computers regardless of where they are located.</p>				
	Configuration	Price	Overage	Notes/Comments
1	Xerox Mobile print support for up to 500 users	\$2.80 user per month	NA	

2	Xerox Mobile print support for up to 2,500 users	\$1.50 user per month	NA	
3	Xerox Mobile print support for up to 5,000 users	\$0.75 user per month	NA	

Livekey MFD Linkage is an optional Xerox MPS Services component

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

Requires EIP capable Xerox multifunction device.

	Configuration	Price	Overage	Notes/Comments
1	Livekey Document Management MFD Integration for 50,000 images scanned per month minimum commitment.	\$0.0160 per image	NA	
2	Livekey Document Management MFD Integration for 100,000 images scanned per month minimum commitment.	\$0.0155 per image	NA	
3	Livekey Document Management MFD Integration for 500,000 images scanned per month minimum commitment.	\$0.0150 per image	\$0.0145 per image	

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

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

Requires EIP-capable Xerox multifunction device

	Configuration	Price	Overage	Notes/Comments
1	Livekey Document Management MFD Linkage to online Storage for 50,000 images scanned per month minimum commitment.	\$0.0450 per image	\$0.0400 per image	
2	Livekey Document Management MFD Linkage to online Storage for 100,000 images scanned per month minimum commitment.	\$0.0400 per image	\$0.0350 per image	
3	Livekey Document Management MFD Linkage to online Storage for 500,000 images scanned per month minimum commitment.	\$0.0350 per image	\$0.0325 per image	

<p>Change Management is an optional Xerox MPS Services component</p> <p>A service to properly set expectations and utilize a cultural change management process for implementing an optimized Managed Print output Environment that will minimize End User dissatisfaction and accelerate End-User adoption. Accelerated End User adoption will reduce the non-value added time spent resisting change and will consequently expedite the realization of the targeted savings.</p>				
	Configuration	Price	Overage	Notes/Comments
1	Xerox Change Management for WSCA organization This is an OPTIONAL service.	\$4 per device per month	NA	

<p>Xerox Services Portal is an optional Xerox MPS Services component</p> <p>The Xerox Services Portal is a secured customer web portal that acts as a primary website for organizations with the Xerox Managed Services program. It presents customer facing pages to provide customers with a single place for all of their Managed Document Output Service needs including, but not limited to Submit and view Help Desk incidents for service or supplies; Read equipment documentation and How Tos; troubleshooting guides; Participate in surveys; view operational reports as csv, xml, pdf or excel formatted documents and Submit meter readings for non-networked devices.</p>				
	Configuration	Price	Overage	Notes/Comments
1	The Xerox Services Portal for WSCA MPS devices This is an OPTIONAL service.	\$3.00 per device per month	NA	



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor
0000008584
Xerox Corporation
PO Box 7405
Pasadena, California 91109

Telephone No. (505) 883-1954

Price Agreement Number: 20-000-00-00040D

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Gerrie Becker

Telephone No.: (505) 827-0472

Invoice:
As Requested

Title: Managed Print Services

Term: November 1, 2012 thru August 31, 2014

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 11/01/12

**State of New Mexico
WSCA Master Agreement**

Master Agreement No. 20-000-00-00040 D

This Master Agreement (“Agreement”) is made in behalf of the Western States Contracting Alliance (WSCA) by and between the State of New Mexico, State Purchasing Division, hereinafter referred to as the “Lead State” and Xerox Corporation., hereinafter referred to as the “Contractor” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.*; and Procurement Code Regulations, NMAC 1.4.1 *et. seq.*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Participating Entity or Participating Entity’s client has selected the Contractor as the Offeror most advantageous to the State of New Mexico and WSCA; and

WHEREAS, all terms and conditions of this Agreement, the Contractor’s proposal, including any best and final offers, and the RFP are hereby incorporated by reference in this contract. In the event of a conflict between these items, the conflict will be resolved by giving priority in the following order:

1. A Participating Entity’s Participating Addendum (PA).
2. This Agreement and any written amendments to this Agreement.
3. The Request for Proposal (RFP), all RFP amendments, written clarifications to the RFP, and written answers to written questions concerning the RFP.
4. Contractor’s Best and Final Offer
5. Contractor’s Proposal.

ARTICLE 1 – DEFINITIONS

A. “Acceptance” means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

B. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work.

C. “Deliverable” shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.

D. “Escrow” shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to be held by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee Participating Entity or Participating Entities client receives the legal document, in this case, source code.

E. Embedded Software - means one or more software applications which permanently reside on a computing device.

F. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

G. "Intellectual Property" – means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

H. Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

I. Machine Code – means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

J. Master Agreement – means the underlying agreement executed by and between the Lead State, as WSCA contract manager, acting on behalf of WSCA, and the Contractor, as now or hereafter amended.

K. Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

L. Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity. other terms and conditions.

M. Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum

N. Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

O. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.

P. "State Purchasing Agent (SPA)" - shall mean the State Purchasing Agent for the State of New Mexico or designated representative.

Q. "State Purchasing Division (SPD)" - shall mean the State Purchasing Division of the General Services Department for the State of New Mexico

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall provide Managed Print Services to the Participating Entity or Participating Entities client in accordance with the completed Contract and the terms and conditions of the Master Agreement at the rate shown in Exhibit A.

B. This is not an exclusive Master Agreement. Procuring Agencies may obtain services from other sources during the Master Agreement term. The SPA makes no expressed or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of services will be procured.

ARTICLE 3 - COMPENSATION

All payments under this Master Agreement are subject to the following provisions:

a. Standard Performance and Acceptance - The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

b. Order Numbers - Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

c. Payment of Invoice - Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

d. Payment of Taxes - The Contractor shall be reimbursed by the Participating Entity or Participating Entities client for applicable taxes for services rendered. Such taxes must be itemized separately on the invoice.

The payment of taxes for any money received under this Master Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

e. Invoices - Invoices shall be submitted to the Project Manager.

f. Facilities and Equipment - The Participating Entity or Participating Entities client shall provide contractor personnel with reasonable office work space and facilities including access to a local telephone service, copy machine usage and office supplies. Unless otherwise stated in the Participating Entity or Participating Entities client Agreement, the contractor shall provide contractor personnel with any required personal computer equipment and software and shall reimburse the procuring agencies for all long distance telephone calls charged to the Participating Entity or Participating Entities client.

g. Appropriations - The terms of this Master Agreement and any Purchase Orders are contingent upon sufficient appropriations and authorization being made by the appropriate governing bodies for performance pursuant to this Master Agreement. Notwithstanding any language to the contrary in this Master Agreement or in any Purchase Order or other document, a Participating Entity or Participating Entities client may terminate its obligation under a Purchase Order, or any extension thereof, if sufficient appropriations and authorization are not made by the Legislature or other appropriate governing body to pay amounts due. The Participating Entity or Participating Entities client's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. However, Procuring Agencies agree not to use insufficient appropriations as a means of terminating a Purchase Order in order to acquire functionally equivalent services from a third party.

h. Release - The Contractor, upon final payment of the amount due under a Purchase Order, releases the State, and its agencies and public employees, from all liabilities, claims and obligations whatsoever arising from or under this Master Agreement. The Contractor agrees not to purport to bind the State to any obligation not assumed herein by the, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 4 – TERM

The initial term of this Master Agreement shall be September 1, 2012 or as soon as possible thereafter, through August 31, 2014.

The Lead State may extend the initial term of the Master Agreement for two (2) additional two-year terms, or portions thereof, by giving the Contractor a written offer to renew the agreement at least thirty (30) days prior to the expiration of the then-current term. Service rates can change each year at the time of renewal if exercised, any proposed increase in the maximum rates for each authorized service shall not exceed the lower of the increase in the published Consumer Price Index (or other index approved by the Agreement Administrator) during the previous agreement term~ or the percentage increase in the Contractor's published consultant rates.

Except as noted elsewhere in this paragraph, the Lead State expects all terms and conditions of this Master Agreement to apply to any option temps exercised. No changes to terms and conditions shall be effective unless reduced to written amendment in accordance with Article 18 of this Master Agreement.

ARTICLE 5 – TERMINATION

This Agreement may be terminated as follows:

A. General. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation.

Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

B. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE PARTICIPATING ENTITY OR PARTICIPATING ENTITIES CLIENT AND THE STATE OF NEW MEXICO CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 6 – TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

- 1.) Transfer, deliver, and/or make readily available to the Participating Entity or Participating Entities client property in which the Participating Entity or Participating Entities client has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Participating Entity or Participating Entities client.
- 2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the Participating Entity or Participating Entities client;
- 3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Participating Entity or Participating Entities client may direct, for orderly completion and transition;
- 4.) Take such action as the Participating Entity or Participating Entities client may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
- 5.) Agree that the Participating Entity or Participating Entities client is not liable for any costs arising out of termination and that the Participating Entity or Participating Entities client is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
- 6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Participating Entity or Participating Entities client programs;
- 7.) In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Participating Entity or Participating Entities client's receipt of program funds from any governmental Participating Entity or Participating Entities client, the Contractor shall remit to the Participating Entity or Participating Entities client the full amount of the reduction.
- 8.) Should this Agreement terminate due to the Contractor's default, the Contractor shall reimburse the Participating Entity or Participating Entities client for all costs arising from hiring new contractor/subcontractors at potentially higher rates and for other costs incurred.

9.) In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall assist and cooperate with the Participating Entity or Participating Entities client in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Participating Entity or Participating Entities client or created by the Contractor under this Agreement, to the Participating Entity or Participating Entities client, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Project Manager, the Contractor shall provide to the Participating Entity or Participating Entities client a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Participating Entity or Participating Entities client or created by the Contractor under this Agreement.

B. Participating Entity or Participating Entities client. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Participating Entity or Participating Entities client shall 1) Retain ownership of all work products and documentation created pursuant to this Agreement; and 2) Pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 7 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State, Participating Entities and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) days after it receives notice thereof, notify, by certified mail, the legal counsel of the Participating Entity or Participating Entities client, and the Risk Management Division of the New Mexico General Services Department.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Participating Entity or Participating Entities client, as necessary, to satisfy any outstanding claim that the Participating Entity or Participating Entities client may have against the Contractor.

ARTICLE 8 – INTELLECTUAL PROPERTY

A. Product of Services: Copyright. All materials developed or acquired by the Contractor under this Master Agreement shall become the property of the Participating Entity or Participating Entities client. Nothing produced, in whole or in part, by the Contractor under this Master Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the Project Manager at the conclusion of a Purchase Order.

ARTICLE 9 - INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless WSCA, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:

- (1) the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (2) it would be reasonably expected to use the Product in combination with such product, system or method.

The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

ARTICLE 10 - LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY

Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-

existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

ARTICLE 11 - NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

ARTICLE 12 – WARRANTIES

The Contractor warrants for a period of one year(s) from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

ARTICLE 13 - SYSTEM FAILURE OR DAMAGE

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

ARTICLE 14 - TITLE OF PRODUCT

Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

ARTICLE 14 - WAIVER OF BREACH

Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

ARTICLE 15 – CONTRACTOR PERSONNEL

A. Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal to the Participating Entity or Participating Entities client are considered material to any work performed under this Master Agreement.

a. Once a Purchase Order has been issued, no changes of personnel will be made by the Contractor without prior written consent of the Participating Entity or Participating Entities client. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

b. The Participating Entity or Participating Entities client shall retain the right to request the removal of any of the Contractor's personnel at any time.

ARTICLE 16 – STATUS OF CONTRACTOR

A. Independent Contractor. The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors

or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Participating Entity or Participating Entities client.

ARTICLE 17 - INDIVIDUAL CUSTOMER

Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

ARTICLE 18- CHANGE MANAGEMENT

A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Participating Entity or Participating Entities client Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

- 1) Deliverable requirements;
- 2) Compensation due under the terms of this Agreement; or
- 3) Due Date of any Deliverable.

B. **Change Request Process.** In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria: 1) The Project Manager shall draft a written Change Request for Participating Entity or Participating Entities client Representative review and approval to include: the name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change, and 2) The Participating Entity or Participating Entities client Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) working days of receipt of the Change Request. All decisions made by the Participating Entity or Participating Entities client Representative are final. Change requests, once approved, become a part of the contract and become binding as a part of the original contract.

ARTICLE 19 – DEFAULT/BREACH

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- i. Nonperformance of contractual requirements; or
- ii. A material breach of any term or condition of this Master Agreement; or
- iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or

iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- i. Exercise any remedy provided by law; and
- ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
- iii. Impose liquidated damages as provided in this Master Agreement; and
- iv. Suspend Contractor from receiving future bid solicitations; and
- v. Suspend Contractor's performance; and
- vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

ARTICLE 20 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the Participating Entity or Participating Entities client's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the Participating Entity or Participating Entities client or for losses occasioned by the Participating Entity or Participating Entities client's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the Participating Entity or Participating Entities client or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

ARTICLE 21 - ASSIGNMENT

The Contractor shall not assign or transfer, subcontract or sublet rights or delegate any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the WSCA Contract Administrator.

ARTICLE 22 – DEBARMENT

The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or Participating Entity or Participating Entities client. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

ARTICLE 23 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Participating Entity or Participating Entities client, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 24 – CONFIDENTIALITY

24.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information..

24.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time during or after the term of this Master Agreement

disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

24.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

ARTICLE 25 –CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 26 - RECORDS AND AUDIT

The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA, State and Federal auditors, and state Participating Entity or Participating Entities client staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ARTICLE 27 - INSURANCE

Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option; result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage

and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

ARTICLE 28 - LAWS AND REGULATIONS

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

ARTICLE 29 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 30 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. **Severable.** The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or Participating Entity or Participating Entities client or commission having jurisdiction over the subject matter hereof, such

invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.

ARTICLE 31 – NOTIFICATION

Either party may give written notice to the other party in accordance with the terms of this paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery, or three (3) business days after being mailed.

To Contract Administrator: Gerrie Becker
 IT/RFP Supervisor
 Purchasing Division
 Joseph M. Montoya State Building, Room 2016
 1100 St. Francis Drive
 Santa Fe, New Mexico 87505

To Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Article 15. The carrier for mail delivery and notices shall be the agent of the sender.

ARTICLE 32– GENERAL PROVISIONS

A. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. Workers Compensation. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Participating Entity or Participating Entities client.

D. Applicable Law. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

E. Waiver. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

G. Work Site. Work shall be performed at the Participating Entity or Participating Entities client's site unless specified otherwise in the Participating Entity or Participating Entities client Agreement.

H. Succession. This Master Agreement shall extend to and be binding upon the successors and assigns of the parties.

ARTICLE 33 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 34 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 35- CONTRACT ADMINISTRATOR

The Contract Administrators duties shall include, but not be limited to, the following:

a. The Contract Administrator shall attempt to facilitate dispute resolution between the Contractor and procuring agencies. Unresolved disputes shall be presented to the SPA for resolution.

b. The Contract Administrator shall review and recommend approval or disapproval of all requested changes to the Contractor's Services Schedule.

c. The Contract Administrator shall advise the SPA and WSCA regarding the Contractor's performance under the terms and conditions of the agreement.

d. The Contract Administrator shall review and accept quarterly utilization reports.

ARTICLE 36 – ADMINISTRATIVE REPORTING FEES

A. WSCA Administrative Fee

The Contracted Supplier must pay a WSCA administrative fee of one half of one percent (.5%) in accordance with the terms and conditions of the contract. The WSCA administrative fee shall be submitted quarterly and is based on the actual sales of all products and services. The WSCA administrative fee must be included when determining the pricing offered. The WSCA administrative fee is not negotiable and shall not be added as a separate line item on an invoice. The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

Additionally, some WSCA participating entities may require that an administrative fee be paid directly to the WSCA participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. The contractor will be held harmless, and may adjust (increase) the Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

ARTICLE 37 - RECORDS ADMINISTRATION AND AUDIT

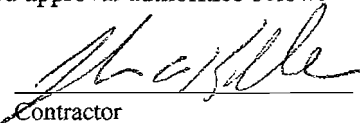
The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA, State and Federal auditors, and state Participating Entity or Participating Entities client staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and

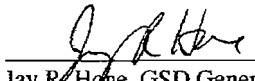
inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ARTICLE 38 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

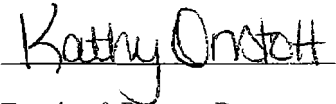
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 8/17/2012
Contractor

By:  Date: 10/31/12
Jay R. Hone, GSD General Council
For Legal Sufficiency

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 01600283000

By:  Date: 10-31-12
Taxation & Revenue Department

This Agreement has been approved by the SPA:

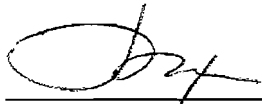
By:  Date: 10/31/12
Lawrence O. Maxwell,
Purchasing Agent for the State of New Mexico

Exhibit A

The pricing listed in this exhibit represents the Best and Final Offer proposed by this qualified Contractor. Each engagement by a Participating Entity or Participating Entities client will require unique solutions to meet that Entities needs. The proposal received from this Contractor should be in alignment with the pricing listed below.

Band 1 - 22+ PPM
 - Base Monthly Volume - 2,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	0.04053	0.01000	MFP3300X , 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included
2	Copy/print/fax	0.04053	0.01000	MFP3300X , 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included
3	Copy/print/scan	0.04053	0.01000	MFP3300X , 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included
4	Copy/print/fax/scan	0.04053	0.01000	MFP3300X , 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included
	TOTAL PRICE (C1+C2+C3+C4)	0.16212		

Band 1 - 22+ PPM

- Base Monthly Volume - 2,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	0.04053	0.01000	MFP3300X , 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included
2	Copy/print/fax	0.04053	0.01000	MFP3300X , 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included
3	Copy/print/scan	0.04053	0.01000	MFP3300X , 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included
4	Copy/print/fax/scan	0.04053	0.01000	MFP3300X , 110V Printer Multifunction 30ppm, 50-sheet ADF, 250-Sheet Paper Tray, Copy, Scan to Email, Network Scanning, Fax, Duplexing, Carrier Delivery & Install included
	Desktop OCR software for 25 users	1.42000		OCR software for one user flat fee per month fixed price
	TOTAL PRICE (C1+C2+C3+C4)	1.58212		

Band 2 -45+ PPM

- Base Monthly Volume - 15,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	0.01316	0.00500	WorkCentre 4250 Multifunction, 45 PPM, Mono Copy Only, 256MB Memory, 110V, Carrier Delivery & Install included
2	Copy/print/fax	0.01417	0.00500	WorkCentre 4250X Multifunction, 45 PPM, Mono, Copy, Network Print, Fax, Scan to Email, 256MB Memory, 110V, Carrier Delivery & Install included
3	Copy/print/scan	0.01393	0.00500	WorkCentre 4250S Multifunction, 45 PPM, Mono, Copy, Network Print, Scan to Email, 256MB Memory, 110V, Carrier Delivery & Install included
4	Copy/print/fax/scan	0.01417	0.00500	By choosing the fax & scan option will give you the copy / fax / scan option
	Desktop OCR software for 25 users	\$1.90		OCR software for one user flat fee per month fixed price

TOTAL PRICE (C1+C2+C3+C4)	0.05543	

Band 3 - 75+ PPM

- Base Monthly Volume - 70,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	0.00648	0.00500	WorkCentre 5775 Digital Copier/ Printer with 4 Trays, Bypass Tray, DADF, and WC5775 Kit, Office Finisher Included, Carrier Delivery & Install included
2	Copy/print/fax	0.00669	0.00500	WorkCentre 5775 Digital Copier/ Printer with 4 Trays, Bypass Tray, DADF, and WC5775 Kit, Office Finisher Included, Carrier Delivery & Install included, one fax line
3	Copy/print/scan	0.00679	0.00500	WorkCentre 5775 Digital Copier/ Printer with 4 Trays, Bypass Tray, DADF, and WC5775 Kit, Office Finisher Included, Carrier Delivery & Install included, mono scanning
4	Copy/print/fax/scan	0.00700	0.00500	WorkCentre 5775 Digital Copier/ Printer with 4 Trays, Bypass Tray, DADF, and WC5775 Kit, Office Finisher Included, Carrier Delivery & Install included, one fax line, mono scanning
	Desktop OCR software for 25 users	0.40280		OCR software for one user flat fee per month fixed price
	TOTAL PRICE (C1+C2+C3+C4)	0.02696		

Band 4 - 95+ PPM

- Base Monthly Volume - 100,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	0.00959	0.00400	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95 images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included

2	Copy/print/fax	0.00959	0.00400	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes one fax line
3	Copy/print/scan	0.00959	0.00400	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included
4	Copy/print/fax/scan	0.00959	0.00400	D95 Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes one fax line
	Desktop OCR software for 25 users	1.42000		OCR software for one user flat fee per month fixed price
	TOTAL PRICE (C1+C2+C3+C4)	1.45836		

Band 5 - 125+ PPM

- Base Monthly Volume - 125,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	0.00943	0.00400	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access

				Install, Carrier Delivery & Install included
2	Copy/print/fax	0.00943	0.00400	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes fax
3	Copy/print/scan	0.00943	0.00400	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included
4	Copy/print/fax/scan	0.00943	0.00400	D125CP Copier/Printer copier/printer at 95 ppm, High-performance copying/scanning at up to 95images per minute, 2400 x 2400 dpi print, Color scanning with 600 x 600 dpi with 8-bit gray (256 shades) scan resolution, D4 Stapler Finisher 2/3 Hole Punch, Bypass Chute, Non-Secure Access Install, Carrier Delivery & Install included, includes fax
	Desktop OCR software for 25 users	1.42000		OCR software for one user flat fee per month fixed price
	TOTAL PRICE (C1+C2+C3+C4)	1.45772		

Band 6 - BW/Color 25+ Color PPM
- Base Monthly Volume - 6,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments

1	Copy/print	0.02944	0.00760	WorkCentre 7125 Printer with Stand, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Automatic Duplex, OCT, 2 GB Memory Scan to Mailbox, Scan to E-mail, Security , Scan Options Kit, Standard 120v Power Cord, Name Plate/ Label Kit, Nat Kit, Integrated Office Finisher Included, Carrier Delivery & Install included
2	Copy/print/fax	0.03216	0.00760	WorkCentre 7125 Printer with Stand, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Automatic Duplex, OCT, 2 GB Memory Scan to Mailbox, Scan to E-mail, Security , Scan Options Kit, Standard 120v Power Cord, Name Plate/ Label Kit, Nat Kit, Integrated Office Finisher Included, Carrier Delivery & Install included, fax included
3	Copy/print/scan	0.02944	0.00760	WorkCentre 7125 Printer with Stand, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Automatic Duplex, OCT, 2 GB Memory Scan to Mailbox, Scan to E-mail, Security , Scan Options Kit, Standard 120v Power Cord, Name Plate/ Label Kit, Nat Kit, Integrated Office Finisher Included, Carrier Delivery & Install included
4	Copy/print/fax/scan	0.03216	0.00760	WorkCentre 7125 Printer with Stand, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Automatic Duplex, OCT, 2 GB Memory Scan to Mailbox, Scan to E-mail, Security , Scan Options Kit, Standard 120v Power Cord, Name Plate/ Label Kit, Nat Kit, Integrated Office Finisher Included, Carrier Delivery & Install included, fax included
	Desktop OCR software for 25 users	\$1.898		OCR software for one user flat fee per month fixed price
	TOTAL PRICE (C1+C2+C3+C4)	0.12320		

Band 7 - BW/Color 35+ Color PPM
- Base Monthly Volume - 10,000

A	B	C	D	E
	Configuration	CPC Price	Overage	Notes/Comments
1	Copy/print	0.02209	0.07600	WorkCentre 7535 Printer with 520 Sheet Tray, 100 Sheet Bypass Tray, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, STD Output, Tray, Left Side Tray, DADF, 35/35 ppm Speed/Nameplate Kit, 2x250 Sheet

				OCT, 1 Tray Module Included, Carrier Delivery & Install included
2	Copy/print/fax	0.02209	0.07600	WorkCentre 7535 Printer with 520 Sheet Tray, 100 Sheet Bypass Tray, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, STD Output, Tray, Left Side Tray, DADF, 35/35 ppm Speed/Nameplate Kit, 2x250 Sheet OCT, 1 Tray Module Included, Carrier Delivery & Install included
3	Copy/print/scan	0.02209	0.07600	WorkCentre 7535 Printer with 520 Sheet Tray, 100 Sheet Bypass Tray, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, STD Output, Tray, Left Side Tray, DADF, 35/35 ppm Speed/Nameplate Kit, 2x250 Sheet OCT, 1 Tray Module Included, Carrier Delivery & Install included
4	Copy/print/fax/scan	0.02209	0.07600	WorkCentre 7535 Printer with 520 Sheet Tray, 100 Sheet Bypass Tray, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, STD Output, Tray, Left Side Tray, DADF, 35/35 ppm Speed/Nameplate Kit, 2x250 Sheet OCT, 1 Tray Module Included, Carrier Delivery & Install included
	Desktop OCR software for 25 users	\$0.4028		OCR software for one user flat fee per month fixed price
	TOTAL PRICE (C1+C2+C3+C4)	0.08836		

We have provided pricing for every element of our MPS solution that includes equipment and services; see attachment for optional value-added services.

- Xerox Managed Print Services includes
 - Equipment, Service, and Supplies
 - Total Satisfaction Guarantee
 - Pro-active 'Like for Like'
 - Service Level Agreements
 - No-Cost Assessment
 - Project Management

- Solutions Architect
- Implementation Management
- Xerox Tools
 - Xerox Device Manager
 - Xerox Services Manager
 - Xerox Report Manager
- Xerox Help Desk
 - Proactive and Reactive Call Management
- Xerox Customer Relationship Management (Sentinel)
- Dedicated WSCA Portal
- Strategic Business Unit Client Director
 - Account Operations
 - Technical Services
- Optional Value Add Services
 - Enterprise Print Governance
 - Mobile Print
 - Live Key workflow management solution
 - Change Management
 - Customized Services Portal
 - DocuCare Services
 - Support for network and direct connected laser and ink jet printers

6. Service Schedule

Offerors must complete and submit a complete Services Schedule (price list) for all services they propose to offer under a SPA they might receive. The Services Schedule (SS) should follow the format of the Cost Response Form at APPENDIX D. Prices cited on the Cost Response Form must be directly traceable to the proposed SS. Service schedules are due at the time of contract signature. A statement of concurrence must be submitted in the Offerors proposal.

Xerox acknowledges, understands and will comply with the Service Schedule criteria. Please review the attached Services Schedule following.

<p>Xerox Print Services for NETWORKED printers service is an optional component under the MPS Services offer from Xerox</p> <p>Xerox Print Services is a set of deliverables to support your NETWORKED Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Proactive Monitoring, Volume Tracking, Monitoring status, Managing supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer, Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers</p>			
Configuration	Price	Overage	Notes/Comments
<p>Xerox Print Services is a set of deliverables to support your NETWORKED Xerox and non-Xerox A4 printer fleet.</p> <p>Pricing is presented on a per impression basis with shipping charges per the volume ranges below.</p> <p>\$9.00 Shipping charges for 0-5,000 pages/month</p> <p>\$12.00 Shipping charges for 5,001- 10,000 pages/month</p> <p>\$16.00 Shipping charges for 10,001 – 15,000 pages/month</p> <p>\$20.00 Shipping charges for 15,001- 20,000 pages/month</p> <p>\$25.00 Shipping charges for 20,001 – 25,000 pages/month</p> <p>\$32.00 Shipping charges for 25,001- 30,000 pages/month</p> <p>\$38.00 Shipping charges for 30,001-50,000 pages/month</p> <p>\$45.00 Shipping charges for 50,001- 100,000 pages/month</p> <p>\$50.00 Shipping charges for over 100,001 pages/month</p>	<p>\$0.1325 per Color page</p> <p>\$0.0158 per monochrome page</p>		

<p>Xerox Print Services for LOCALLY CONNECTED LASER printers is an optional component under the MPS Services offer from Xerox</p> <p>Xerox Print Services is a set of deliverables to support your NON-networked Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Managing supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer, Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers</p>			
Configuration	Price	Overage	Notes/Comments

1	Xerox Print Services for NON-networked Xerox and non-Xerox A4 LASER printers.	\$46 per Color device \$26 per monochrome device	NA	
---	---	---	----	--

Xerox Print Services for LOCALLY CONNECTED INKJET printers is an optional component under the MPS Services offer from Xerox

Xerox Print Services is a set of deliverables to support your NON-networked Xerox and non-Xerox A4 printer fleet. Includes Help Desk support, Managing supplies, Asset tracking pertaining to Move, Add, Change, and Dispose activities done by the customer, Technical service (Break-Fix Management) for Xerox devices and non-Xerox printers.

	Configuration	Price	Overage	Notes/Comments
1	Xerox Print Services for NON-networked Xerox and non-Xerox A4 INKJET printers.	\$56 per Color device \$36 per monochrome device	NA	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned

Term. 20 13

In the County Commission of said county, on the 21st day of November 20 13

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number One, 101012-KII – KI Office Furniture. This is a county-wide Term and Supply. The terms of this amendment are stipulated in the attached Contract Amendment Number One. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 21st day of November, 2013.

ATTEST:

Wendy S. Noren
 Wendy S. Noren
 Clerk of the County Commission

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Janet M. Thompson

Janet M. Thompson
 District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: November 14, 2013
RE: Contract Amendment Number One – 101012-KII – KI Office Furniture

Contract *101012-KII – KI Office Furniture* was approved in commission on January 15, 2013, commission order 25-2013. The attached amendment outlines and defines design services and installation services with charges.

This is a county-wide Term and Supply contract and all other terms and conditions remain the same.

cc: Contract File

**CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
KI OFFICE FURITURE**

The Agreement **101012-KII** dated January 15, 2013 made by and between Boone County, Missouri and **Inside the lines, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

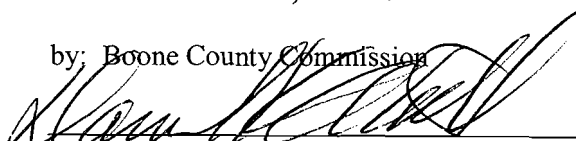
1. Add the attached Inside the Lines memo that clearly outlines and defines Design Services and Installation Services with charges.
2. Renew the contract for the period **December 3, 2013 through December 2, 2014.**
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

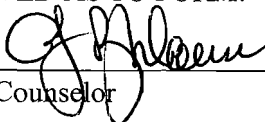
INSIDE THE LINES, LLC

by 
title Owner

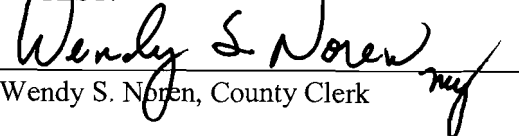
BOONE COUNTY, MISSOURI

by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

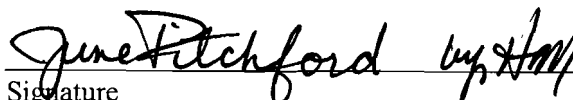

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 11/18/13 County-Wide Term & Supply
Signature Date Appropriation Account
NO ENCUMBERENCE NEEDED

101012-KII – Office Furniture Term & Supply

FURNITURE SPECIFICATION SERVICES

- Establish scope of project
- Define budget
- Select appropriate products according to desired image, lead time, durability, warranty, etc.
- Prepare layout of furnishings into provided space (CAD drawings provided by client)
- Provide finish coordination of proposed furnishings (manufacturers' std. or match existing)
- Provide initial proposal follow-up revisions and documentation for ordering
- Verify field dimensions
- Coordinate delivery & installation

ADDITIONAL SPECIFICATION SERVICES (\$50/HOUR)

- Create CAD drawings of existing facility
- Provide additional space planning and programming (user specific needs assessment)
- Client meetings & presentations
- Renderings

INTERIOR DESIGN SERVICES (\$75/HOUR)

- Space Planning
 - Floor plan of organizational chart of current and future staff
 - Define spaces according to work flow and work styles
 - Schematic design for architectural drawing prep by others
- Interior Finish and Fixture Selections
 - Floor materials and wall treatments
 - Interior trim and architectural detailing
 - Door and window selections
 - Cabinetry---modular vs. built-in and coordination with appliances
 - Lighting layout and fixture selection
 - Window treatments, artwork and accessories
- Construction Document Coordination and Specifications
 - Demolition plan (if necessary)
 - Finish schedule and materials legend
 - Interior elevations
 - Reflected ceiling plans
 - Renderings
 - Layout with data and electrical requirements
- Construction Review and Post Construction Services
 - Bid or negotiation assistance
 - Installer/Contractor coordination
 - Job site visits for construction review
 - Completion of as-built drawings

INSTALLATION PRICE SCHEDULE

Category	Hourly Charge (\$)	Minimum Charge
Seating (Non-Teknion products)	\$40/hour	\$0
Casegoods	\$40/hour	\$80
Tables, Portico	\$40/hour	\$40
Systems Furniture	\$40/hour	\$80
All other Items	\$40/hour	\$80

RECONFIGURATION & GENERAL LABOR PRICE SCHEDULE

Category	Hourly Charge (\$)	Minimum Charge
Casegoods	\$40/hour	\$80
Systems Furniture	\$40/hour	\$80

If Prevailing Wage is deemed necessary by the County of Boone Purchasing Director, inside the LINES will provide a Prevailing Wage quote.