

EXHIBIT "B"

California Master Price Agreement 7-09-36-06

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MULTIFUNCTION COPIERS & RELATED SOFTWARE
XEROX CORPORATION
MASTER PRICE AGREEMENT
7-09-36-06**

1. Scope:

This Participating Addendum covers the rental, lease or purchase of Multifunction Copier & Related Software for all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

STATE AGENCIES ARE RESTRICTED FROM USING THIS CONTRACT IN ACCORDANCE WITH MANAGEMENT MEMO 05-11, EXCEPT FOR THOSE CATEGORIES NOT OFFERED UNDER CALIFORNIA STRATEGIC SOURCING INITIATIVE (CSSI) CONTRACTS FOR MULTIFUNCTION COPIER DEVICES

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN XEROX CORPORATION, AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, XEROX CORPORATION AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. XEROX CORPORATION, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES

2. Leasing, Rental & Purchase

Funding to purchase or lease products available under this contract may be available to State agencies via the GS \$Mart (purchases) or Lease \$Mart program. Local agencies are able to take advantage of all options in the WSCA Master Price Agreement without restrictions.

3. Changes:

For usage under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

- a. The California General Provisions (CAGP) **Revision 8/24/2009 (GSPD-401IT based on April 12, 2007 standard)** for Western States Contracting Alliance (WSCA) **Multifunction Copiers & Related Software** as attached become a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Nevada, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.
- c. State of Nevada, Master Price Agreement number 1715 changed for California to Contract Number 7-09-36-06.
- d. State of Nevada, Master Price Agreement cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date 9/15/2009".
- e. **Delivery:**
As negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

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f. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 day prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

g. Reports & Administrative Fee:

Contractor shall submit report to the California Contract Administrator for all California purchases providing the following information:

Agency Name	Agency Contact Name
Purchase Order Number	Agency Address
Purchase Order Date	Agency Telephone Number
WSCA Contract Number	Total Dollars for the quarter
WSCA Administrative Fee Dollar Amount	

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

Payment of the administrative fee by Contractor due irrespective of status of payments on orders from users to Contractor.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

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Contact: Cynthia Okoroike
E-mail: cynthia.okoroike@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

Lead State:

Name: Lyn Callison
Address: 515 East Musser Street
Telephone: (775) 684-0198
Fax: (775) 684-0188
E-mail: lcallsi@purchasing.state.nv.us

Contractor's Contact:

Name: Annie Van Gilder
Address: 6120 E. Roland St. Mesa, AZ 85215
Telephone: (480) 985-8838
Cell: (480) 200-6162
E-mail: annie.vangilder@xerox.com

- i. The primary XEROX CORPORATION CUSTOMER contact for this Participating Addendum is as follows:

	<u>XEROX CORPORATION</u>
Address:	<u>6120 E. Roland St.</u> <u>Mesa, AZ 85215</u>
Contact:	<u>Annie Van Gilder</u>
E-Mail:	<u>Annie.vangilder@xerox.com</u>
Phone:	<u>480/985-8838</u>
Fax:	<u>N/A</u>

- j. **Price Agreement Number:**

The Master Price Agreement number for the Participating State is 7-09-36-06. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

- k. **Effective Dates:**

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

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I. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

This Addendum and the Price Agreement together with its exhibits and/or amendments, 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 Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By Signing below XEROX CORPORATION agrees to offer the same products/and or services as on the State of Nevada at prices equal to or lower than the prices on this contract.

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

State of California:

By: *Jim Butler*

Name: Jim Butler

Title: Deputy Director

Date: 9/29/09

XEROX CORPORATION

By: *Richard J. Speno*

Name: Richard J. SPENO

Title: ACCOUNT GENERAL MANAGER

Date: 9/14/09

SW 10/5/09

EXHIBIT "C"

**California General Provisions Revision 9/1/2009
(GSPD-401IT based on April 12, 2007) for
Western States Contracting Alliance (WSCA)
Multifunction Copiers and Related Software**

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XEROX CORPORATION
GENERAL PROVISIONS**

1. DEFINITIONS: Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.

"Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

"Application Program" means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

"Attachment" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.

"Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

"Buyer" means the State's authorized contracting official.

"Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

"Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

"Custom Software" means Software that does not meet the definition of Commercial Software.

"Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

"Data Processing Subsystem" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

"Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

"Deliverables" means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

"Designated CPU(s)" means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site

specified therein.

"Documentation" means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

"Equipment" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

"Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

"Facility Readiness Date" means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

"Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

"Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.

"Installation Date" means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

"Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

"Machine" means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

"Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

"Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

"Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

"Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.

"Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.

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"Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

"Operational Use Time" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

"Performance Testing Period" means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.

"Period of Maintenance Coverage" means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

"Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

"Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

"Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

"Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

"Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

"Site License" means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.

"Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

"Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

"State" means the government of the State of California,

its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

"System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

"U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.

b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.

c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.

b) The State will notify Contractor of any such claim writing and tender the defense thereof within a reasonable time; and

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c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

d) If this Contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

e) To the extent that this contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

8. CONTRACTOR'S POWER AND AUTHORITY: The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) these General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) information technology special provisions;
- d) statement of work, including any specifications incorporated by reference herein; and
- e) all other attachments incorporated in the contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in

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equity.

15. SUBSTITUTIONS: Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION: Unless otherwise specified in the Statement of Work:

- a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
- b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. WARRANTY:

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a

Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty. Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.

Unless otherwise specified in the Statement of Work:

- (i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
- (ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
- (iii) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:

- (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
- (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."

f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO

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WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefore.
- b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of

subcontracts;--

Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and

The total of:

- A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
- B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
- C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
 - (i) completed Deliverables;--
 - (ii) partially completed Deliverables, and,

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(iii) subject to—provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply.

Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss

or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to two times the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any provision herein calling for liquidated damages; (iii) claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the

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Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made

available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION

a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor

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creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.

b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

39. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software

manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:

The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

- (i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,
- (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than in addition to, the current version of Contractor-supplied Operating Software; or
- (iii) The modification by the State of the Equipment furnished

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hereunder or of the Software; or

- (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.

- e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

40. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

41. DISPUTES:-

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

42. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after

the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- (i) Cancel the Stop Work Order; or
(ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
(ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

43. FOLLOW-ON CONTRACTS:

If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:

- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
(ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.

"Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:

- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
(ii) development or design of test requirements;
(iii) evaluation of test data;
(iv) direction of or evaluation of another Contractor;
(v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
(vi) provisions of formal recommendations regarding any

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of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:

to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

44. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

45. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

46. NONDISCRIMINATION CLAUSE:

a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair

Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

47. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

48. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising purchases of Goods, material or other items, or services by supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and

- (i) the assignee has not been injured thereby, or
- (ii) the assignee declines to file a court action for the cause of action.

49. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program as required Government Code Section 8355(b) to inform employees abc of the following:

- (i) the dangers of drug abuse in the workplace;

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
XEROX CORPORATION
GENERAL PROVISIONS**

- (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
- (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 50. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 51. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 52. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 53. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 54. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 55. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 56. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 57. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
- 58. DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code section 10295.3.

EXHIBIT "D"

City's Request for Proposals ("RFP")



Request For Proposals

CITY OF AGOURA HILLS

MULTI-FUNCTION COPIERS

The City of Agoura Hills, is requesting Proposals pursuant to furnish and install on a lease or rental basis, two multi-function copy machines for a five year period (60 months)

All proposals shall be submitted at or before 4:00 p.m., Thursday, May 17, 2012, to the following:

Kimberly Rodrigues
City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

NOTE: Please mark the outside of the envelope (and outside shipment envelope, if applicable):

**“REQUEST FOR PROPOSAL
City of Agoura Hills
Multi-Function Copier Proposal
4:00 pm – May 17, 2012”**

For additional information contact: Celeste Bird, Administrative Analyst, by email at: cbird@ci.agoura-hills.ca.us.

**CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS**

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CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS

PROPOSAL TERMS AND CONDITIONS

Requirement to Meet All Proposal Provisions - Each proposal shall meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Nonsubstantial deviations may be considered provided that the proposer submits a full description and explanation of, and justification for, the proposed deviations. Whether any proposed deviation is nonsubstantial will be determined by the City of Agoura Hills in its sole discretion.

Addenda/Clarifications (Requests for Information) - In the event of any additions, deletions, or changes, the City will notify each firm who has received a copy of the RFP and who has provided proper contact information. All communication shall be made in writing. All RFP's must be received no later than 4:00 p.m. on Thursday, May 17, 2012. Questions related to this RFP must be directed in writing by email to cbird@ci.agoura-hills.ca.us. Answers to questions will be directed to all interested parties.

Proposal Submission - Each Proposal must be submitted on the form(s) provided in the Proposal package. The Proposal shall be enclosed in an envelope which shall be sealed and addressed to the City Clerk, City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, California 91301. Proposals shall be clearly labeled with the proposal title, name of proposer, and date and time proposals are due. If proposal is delivered to the City via express delivery or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Proposal Only - No individual or business entity of any kind shall be allowed to make or file or to be interested in more than one proposal, except an alternative proposal when specifically requested. However, an individual who has quoted prices on materials to a proposer submitting a Proposal is not thereby disqualified from quoting prices to other proposers submitting proposals.

Proposal Withdrawal - Proposers may withdraw their Proposal without prejudice prior to the time specified as the due date by submitting a written request to the City's Assistant City Manager for its withdrawal. If this occurs the Proposal will be returned to the proposer unopened. No Proposal received after the time specified or at any place other than the place stated in the Request for Proposals will be considered.

Proposal Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the proposer must be entered in figures in the spaces provided on the Proposal Submission Form(s). The Proposal Submission Form(s) must be completed in full. If the unit price and the total amount stated by the proposer for any item are not in agreement, the unit price alone will be considered as representing the proposer's intention and the total will be corrected to conform to the specified unit price.

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS - MULTI-FUNCTION COPIERS

PROPOSAL TERMS AND CONDITIONS

Proposal Retention and Award - The City reserves the right to retain all proposals for examination and comparison. The City also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations.

Labor Actions - In the event that the successful proposer is experiencing a labor action at the time of the award of contract (or if its suppliers or subcontractors are experiencing such a labor action), the City reserves the right to declare said proposer is no longer the most qualified proposer and may accept the proposal from the next most qualified proposer that is not experiencing a labor action and declare it to be the most qualified proposer.

Contract Requirement - The proposer to whom award is made shall execute a written contract on the attached required form (see Attachment A), with the City within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by proposer of oral communication of the intent to award, whichever occurs first. The proposer warrants that proposer possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, proposer shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract - If the proposer fails to enter into the Contract within the specified time period after receipt of notification of intent to award the Contract, the pending award will be annulled. Any security will be forfeited in accordance with these Proposal Terms and Conditions if a bond or security is required. An award may be made to the next most qualified proposer who shall fulfill every term and condition of the contract.

Business Registration: The proposer, to whom award is made, must register its business with the City of Agoura Hills while conducting any work under this contract.

Non-Exclusive Contract - The City reserves the right to purchase the items listed in the Proposal Specifications/Proposal Submission Form, as well as any supplemental items, from other vendors during the contract term.

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS - MULTI-FUNCTION COPIERS

PROPOSAL TERMS AND CONDITIONS

Payment Terms - The City's payment terms are monthly. Invoices shall be submitted between the first and fifteenth business day of each month, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule of the attached agreement.

Installation - The installing vendor shall, prior to the installation at any site for which an order has been issued, survey and review the proposed installation location to insure that it meets the manufacturer's established installation criteria. If for any reason, the vendor is unable to install the machine at the proposed installation location, the City may terminate the order for the proposed machine for that particular installation site without incurring any obligation or cost to the City or assessing any additional costs to the vendor.

Guaranteed Maintenance - Proposers shall provide guaranteed maintenance service, including all parts and labor (drums included), at the rates proposed herein for the duration of the lease/rental period. In the event any copier cannot be repaired to the extent that it demonstrates adequate performance and reliability, vendor shall guarantee its replacement with the same or like model at no additional cost. Proposers shall include the cost of a full maintenance agreement in their proposal.

Service - Minimum availability of repair service shall extend from 8:00 a.m. to 5:00 p.m., Monday through Friday. Maximum service response time at any City location shall not exceed nine (9) work-hours from when the call for service is placed. Proposers shall also include in their proposals the number of technicians who will be responding to service calls from the City, the qualifications of those technicians, and the location of service headquarters for Agoura Hill's customers.

References - Proposers shall submit a statement of qualifications and references for each volume category on the forms provided in the Request for Proposals (RFP).

Delivery - All supplies, equipment, or services to be provided under the terms and conditions of this proposal shall be delivered F.O.B. Agoura Hills by the successful proposer and received by the City within thirty (30) days after order by the City unless otherwise conditioned by the proposer.

Training - Training shall be provided by the successful proposer to all City designated operators upon equipment installation, and as required thereafter by the City. Instruction shall encompass basic operation, basic system feature utilization, and utilization of network features.

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS - MULTI-FUNCTION COPIERS

PROPOSAL TERMS AND CONDITIONS

Contract Term - The City is requesting proposals to lease/rent digital copiers for a period of five years (sixty months) commencing August 27, 2012, through August 26, 2017. All equipment furnished under this proposal must perform in accordance with the terms, conditions and equipment specifications of this RFP, unless otherwise identified by the proposer in any exceptions agreed to by the City. If the system does not perform accordingly, the City may, at its sole option, terminate any contract under which the equipment is supplied without penalty.

Lease Agreement - Any lease agreement entered into as a result of this Request for Proposal shall be between the City and the successful proposer or the equipment manufacturer. Third Party lease agreements are not acceptable. Terms and Conditions included in this Request for Proposal shall be incorporated into the final agreement.

Unit Quantity - It is anticipated that the City will lease/rent a total of two (2) copy machines during the term of the contract; however, the Proposer is asked to provide a per machine price for three multi-function copiers: one high volume black and white multi-function copier, one high volume color multi-function copier and one mid volume color multi-function copier. The City reserves the right to increase or decrease the number of copiers depending on the City's requirements.

Return of Equipment - At the end of the Lease/Rental term, the successful proposer shall be required to clean or scrub the hard drive from each device, pick-up and remove all equipment furnished under this proposal from each City location and return it to the owner/lessor at no additional cost to the City. The successful proposer and City shall inspect all equipment prior to removal to ascertain condition of equipment.

Government Contract Pricing - All equipment provided under this proposal shall reflect government contract pricing. Proposers shall include in their proposal the name of the governmental entity or the organization that negotiated the contract and the contract number. Prices as proposed shall remain firm during the term of the contract.

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS

PROPOSAL SPECIFICATIONS

Proposal Content - Proposals must include the following information:

- Copier features as indicated on page 1 of the Proposal Submission Form. *
- Pricing as indicated on page 2 of the Proposal Submission Form. *
- Copier performance and service as indicated on page 3 of the Proposal Submission Form. *
- Samples of copy quality for all models proposed.
- Brochures for all models proposed.
- References for whom proposed models have been installed. Submit a separate sheet for each model proposed.
- Copy of completed lease/maintenance agreement. (see Attachment A)

Key dates for Proposal Evaluation and Selection:

Notice of RFP	April 19, 2012
Due date for proposals (4:00 p.m.)	May 17, 2012
City Council approval	June 13, 2012

Proposal Evaluation and Selection - Proposals will be evaluated by a review committee based upon the following criteria:

- Copy quality.
- Diversity of proposed models, and the ability to meet all of the City's copying requirements.
- Network capability (network printing, scanning, and fax features).
- Demonstrated performance, reliability, and dependability.
- Copier speed.
- System features (document feeder configuration, duplexing capability, operating speed, reduction/enlargement, maximum size of paper output, etc.).
- References for each proposed model.
- Ease of operation (User-friendliness).
- Pricing.
- Service capacity of vendor.
- Manufacturer vs. distributor.
- Lease with manufacturer vs. distributor.

The award of contract(s) will depend upon an evaluation of all criteria listed above, and not solely upon the lowest proposed price. Equipment will be independently evaluated based upon the unique requirements of its intended location. Equipment demonstrations will be scheduled with those vendors receiving the highest product rating from the City. The City reserves the right to award a contract to more than one vendor.

* Vendors are requested to submit one copy of each of these pages for each proposed model. Please make additional copies of these pages if required.

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS - MULTI-FUNCTION COPIERS

PROPOSAL SPECIFICATIONS

General Requirements

The City of Agoura Hills requires that all copiers furnished under this RFP:

1. Reproduce general office correspondence and reports for the specified minimum life of the equipment.
2. Provide network capability with the ability to print, scan, and fax. All copiers must be able to print from the following operating systems: Windows 2003 server (32 & 64 bit), Windows 2003 R2(32 & 64 bit), Windows 2008 Server (64 bit), Windows 2008 R2 (64 bit), Windows 7 (64 bit), Windows XP, Windows Vista. Copiers shall have a 10/100/1000MB Ethernet, RJ-45 connection to the City's network. Copiers must also provide the ability to scan to a file on a network share served by a Windows server using the TCP/IP protocol (TCP/IP (FTP, SMB, SMTP))
3. Produce acceptable copy quality on 20 lb. bond paper without feed problems. Copiers utilizing chemically or specially treated paper are unacceptable.
4. Accept 8.5" x 11", 8.5" x 14", and 11" x 17" paper sizes for reproduction; produce copy onto 8.5" x 11", 8.5" x 14", and 11" x 17" paper sizes, and accept 11" x 17" paper sizes for reduction.
5. Provide enlargement and reduction capability.
6. Provide automatic, back-to-back copying on 20 lb. paper.
7. Produce acceptable copy on colored paper and label or transparency materials.
8. Reproduce acceptable copy from bound documents, i.e., books, magazines, etc.
9. Reproduce acceptable copy quality from partially solid originals, white letratone patterns, architectural drawings, graduated tones, lines and grids, standard black graphite #2 and red pencils, blue ballpoint pen, NCR copies, photographs, and colored originals, including invoices, shipping documents, and goldenrod colored copy.
10. Feature an automatic document feeder.
11. Stop automatically when the paper supply is empty or when copies do not exit the normal paper path; feature "empty paper" supply and "paper jam" indicators.
12. Feature an exposure control for the purpose of producing lighter or darker copies. Copiers with automatic exposure control must feature a manual override control.

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS

PROPOSAL SPECIFICATIONS

General Requirements, cont'd

13. Feature auto and manual stapling in multiple configurations.
14. Provide 2-hole and 3-hole punch capability.
15. Provide duplex capability and ability to set default to duplex.
16. Provide sleep mode or energy conservation feature.
17. Provide ability for management to monitor all machines remotely and generate monthly usage reports.
18. Must be Energy Star certified.
19. Must be delivered in “new build” condition.
20. Must be standard catalog items for which brochures and specifications are available.
21. Security feature – Ability to remove or clean all data from hard drive at the end of the lease at no additional charge.

All copiers and associated electrical and mechanical components shall comply with the California Administrative Code (CAL/OSHA; Title 8 (Industrial Safety Orders). All furnished equipment must be UL approved and grounded.

The selected vendor shall provide technical assistance as required for installation as network printers/scanners.

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS - MULTI-FUNCTION COPIERS

PROPOSAL SPECIFICATIONS

Minimum Requirements and Features

HIGH VOLUME COPIER

Copy Speed	70-90 Copies per Minute
Scanner Speed	60 Copies per Minute
Document feeder	Reversing Auto Document Feeder (RADF)
Duplex	Automatic
Exposure Control (lighter/darker)	Manual Adjustment Capability
Job Interrupt/Job Recovery	Automatic
Maximum Size Original	11" x 17"
Min/Max Output Size:	5-1/2 X 8-1/2/13 X18
Multiple Copies	0-99 Minimum
Paper Supply Capacity	2,000 Sheets Minimum (8 1/2 x 11")
Number of Paper Drawers	6 (various paper sizes)
Reduction/Enlargement	Preset and Variable
Other Required Features	Finisher, Stapling, Auto Contrast, 2 and 3 Hole Punch
Copy Volume per Month	20,000-30,000

HIGH VOLUME COPIER (COLOR)

Copy Speed	70-90 Copies per Minute
Scanner Speed	60 Copies per Minute
Document feeder	Reversing Auto Document Feeder (RADF)
Duplex	Automatic
Exposure Control (lighter/darker)	Manual Adjustment Capability
Job Interrupt/Job Recovery	Automatic
Maximum Size Original	11" x 17"
Min/Max Output Size:	5-1/2 X 8-1/2/13 X18
Multiple Copies	0-99 Minimum
Paper Supply Capacity	2,000 Sheets Minimum (8 1/2 x 11")
Number of Paper Drawers	6 (various paper sizes)
Reduction/Enlargement	Preset and Variable
Other Required Features	Finisher, Stapling, Auto Contrast, 2 and 3 Hole Punch
Copy Volume per Month	30,000-50,000

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS - MULTI-FUNCTION COPIERS

PROPOSAL SPECIFICATIONS

Minimum Requirements and Features

MID VOLUME COPIER (COLOR)

Copy Speed	45-55 Copies per Minute
Scanner Speed	50 Copies per Minute
Document Feeder	Reversing Auto Document Feeder (RADF)
Duplex	Automatic
Exposure Control (lighter/darker)	Manual Adjustment Capability
Job Interrupt/Job Recovery	Automatic
Maximum Size Originals	11" x 17"
Multiple Copies	0-99 Minimum
Paper Supply Capacity	1,000 Sheets Minimum 8 ½ x 11")
Reduction/Enlargement	Preset and Variable
Other Required Features	Finisher, Stapling, Auto Contrast, 2 and 3 Hole Punch
Copy Volume per Month	10,000-20,000

**CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS - MULTI-FUNCTION COPIERS**

PROPOSAL SUBMISSION FORM - Page 1 of 3

COPIER FEATURES	VENDOR
Model Number*	
Number of Units Proposed	
Dimensions & Weight	
Document Feeder (Type)	
Electrical Requirements	
Network Requirements	
Network Printer Speed (copies per minute)	
Network Scan Speed (scans per minute)	
Duplexing Capability (Yes or No)	
Enlargement (Yes or No; Percentages)	
Exposure Control (Manual or Automatic)	
Job Interrupt/Job Recovery Display	
Maximum Output Size (Dimensions)	
Maximum Size Original (Dimensions)	
Print Resolution	
Scan Resolution	
Stapling - Manual Convenience	
Stapling - On-line	
Stapling	
Paper Drawers (Number of)	
Paper Supply Capacity	
Reduction Capability (Yes or No; Percentages)	
Single-Sheet Bypass Capability (Yes or No)	
Memory Capacity	
Auto Contrast (Yes or No)	
2 and 3 Hole Punch Capability (Yes or No)	
Margin Shift (Yes or No)	
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

**CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS - MULTI-FUNCTION COPIERS**

PROPOSAL SUBMISSION FORM - Page 2 of 3

COPIER PRICING	VENDOR
Model Number*	
Base Monthly Payment: 5 year lease or rental	
Network Printing	
Network Scanning	
Additional Feature _____	
Additional Feature _____	
Copy and Scan allowance included in Base Monthly Payment	
Additional Copy Charge	
Additional Scan Charge	
Monthly Maintenance Charge	
Destination, Delivery and/or Installation Charge	
Training Charge	
Average Monthly cost for Supplies (based on estimated range)	
Monthly Subtotal	
Tax (8.75%)	
Other Costs	
Total Monthly Costs	
Responses are to reflect Government Contract Pricing. Please identify the jurisdiction and contract number	
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

**CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS - MULTI-FUNCTION COPIERS**

PROPOSAL SUBMISSION FORM - Page 3 of 3

COPIER PERFORMANCE AND SERVICE	VENDOR
Model Number *	
Recommended Volume Capacity per Month	
Frequency of Scheduled Preventative Maintenance	
Anticipated Performance Capability - Historical Pattern of Service	
Average Service Response Time	
Number of Technicians Capable of Providing Service to the City of Agoura Hills	
Location of Service Headquarters for Agoura Hills Customers	
Length of Time Copier Has Been Marketed	
Extensiveness of Product Testing - Scope of Quality Assurance	
Manufacturer or Distributor	
Number of Years Engaged in Providing Equipment within Scope of Specification Under Present Business Name	
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

Firm Name

Telephone

Address

Representative Signature/Printed Name

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES
Request for Proposal – Multi-Function Copiers
High-Volume Copier

List and describe fully the last three contracts performed by your firm which demonstrate your ability to provide the equipment included within the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Model Number: _____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Model Number: _____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Model Number: _____

Signature of Authorized Representative

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

**Request for Proposals - Multi-Function Copiers
High-Volume Copier (Color)**

List and describe fully the last three contracts performed by your firm, which demonstrate your ability to provide the equipment included within the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Model Number: _____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Model Number: _____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Model Number: _____

Signature of Authorized Representative

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES
Request for Proposals – Multi-Function Copiers
Mid-Volume Copier

List and describe fully the last three contracts performed by your firm, which demonstrate your ability to provide the equipment included within the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Model Number: _____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Model Number: _____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address: _____
Model Number: _____

Signature of Authorized Representative

ATTACHMENT A

**AGREEMENT FOR VENDOR SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF VENDOR:	Name of Company
RESPONSIBLE PRINCIPAL OF VENDOR:	Attn: Contact Name
VENDOR'S ADDRESS:	Address City, State, Zip Code
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Celeste Bird
COMMENCEMENT DATE:	August 27, 2012
TERMINATION DATE:	August 26, 2017
CONSIDERATION:	Contract Price Not to Exceed: \$ /yr

**AGREEMENT FOR VENDOR SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND
_____ (INSERT NAME OF COMPANY)**

THIS AGREEMENT is made and effective as of _____, between the City of Agoura Hills, a municipal corporation ("City") and _____ ("Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on August 27, 2012, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 26, 2017 unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Vendor shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Vendor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE.** Vendor shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Vendor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Vendor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

A. The City agrees to pay Vendor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed _____ (*insert contract dollar amount here*) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Vendor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Vendor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Vendor at the time City's written authorization is given to Vendor for the performance of said services.

C. Vendor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Vendor's fees it shall give written notice to Vendor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Vendor at least ten (10) days prior written notice. Upon receipt of said notice, the Vendor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Vendor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Vendor will submit an invoice to the City pursuant to Section 4.

6. DEFAULT OF VENDOR.

A. The Vendor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Vendor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Vendor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Vendor. If such failure by the Vendor to make progress in the performance of work hereunder arises out of causes beyond the Vendor's control, and without fault or negligence of the Vendor, it shall not be considered a default.

B. If the City Manager or his or her delegate determines that the Vendor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Vendor with written notice of the default. The Vendor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Vendor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS.

A. Vendor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Vendor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Vendor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records,

together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Vendor. With respect to computer files containing data generated for the work, Vendor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. INDEMNIFICATION. The Vendor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Vendor's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

9. INSURANCE REQUIREMENTS. Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Vendor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Vendor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Vendor shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Vendor's profession.

B. Minimum Limits of Insurance. Vendor shall maintain limits no less than:

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Vendor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Vendor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR.

A. Vendor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Vendor or any of Vendor's officers, employees, or agents except as set forth in this Agreement. Vendor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Vendor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Vendor in connection with the performance of this Agreement. Except for the fees paid to Vendor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Vendor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Vendor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Vendor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Vendor shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Vendor to comply with this section.

12. RELEASE OF INFORMATION.

A. All information gained by Vendor in performance of this Agreement shall be considered confidential and shall not be released by Vendor without City's prior written authorization. Vendor, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or

property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Vendor gives City notice of such court order or subpoena.

B. Vendor shall promptly notify City should Vendor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Vendor and/or be present at any deposition, hearing or similar proceeding. Vendor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Vendor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Vendor:

*[Company Name
Address
Attention: Contact Person]*

14. **ASSIGNMENT.** The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Vendor's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Vendor.

15. **LICENSES.** At all times during the term of this Agreement, Vendor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. **PROHIBITED INTEREST.** No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Vendor, or Vendor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Vendor hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Vendor or Vendor's sub-contractors on this project. Vendor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Vendor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind Vendor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

John M. Edelston
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
City Attorney

VENDOR

*[Insert Company Name
Address
Contact Name
phone and
fax number here]*

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

I. Installation:

II. Usage:

III. Service/Maintenance:

IV. Equipment Removal

EXHIBIT B

PAYMENT RATES AND SCHEDULE

I. Usage Fees

II. Service/Maintenance Fees

EXHIBIT "E"
Vendor's Proposal



May 16th, 2012

Gregg Moore
Service & Solutions Executive

Kimberly Rodrigues
City Clerk
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301

Xerox Corporation
700 Flower St.; Ste 700
Los Angeles, CA 90017
213 614-0248
gregg.moore@xerox.com

Agg-113-3030

Dear Kimberly

On behalf of Xerox Corporation, we would like to thank you for the opportunity to respond to your Request for Proposal for your multi-functional copiers. As a market leader with more than 50 years of experience developing innovative and cost effective solutions for our customers, Xerox is known as a trusted partner by the clients it serves.

Based on the City of Agoura Hill's unique requirements, Xerox has configured a solution with the following benefits:

- An innovative solution that is cost effective to ensure the City's budget is maximized
- High performing and field tested technology for greater productivity. This reliable technology, will allow the City of Agoura Hills to meet its critical deadline (i.e. City Council Materials).
- Leverage the latest color technology for professional looking documents
- Similar user interface across fleet for greater ease of use and increased productivity
- All proposed equipment is Full Common Criteria Certified to ensure the highest security
- Multiple award winning service organization will ensure maximum equipment uptime (J.D. Powers and Associates certification for six (6) consecutive years: 2006-2011)

The Xerox solution will provide the City of Agoura Hills with the output speed, monthly capacity and cost savings necessary to maximize the City's overall productivity. Since we are unable to sign your agreement, we are providing an alternative existing "piggybackable" and competitive bid contract (WSCA). The Western State Contracting Alliance offers very aggressive fixed pricing and terms.

We are confident that Xerox is the right partner for the City of Agoura Hills and we look forward to partnering with your organization.

Sincerely

Gregg Moore
Service & Solutions Executive

Bryan Stall
Regional Sales Manager

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Executive Overview

The CITY OF AGOURA HILLS's Salient Requirements

The City of Agoura Hills released an RFP to acquire new multi-functional copiers. The requirements were designed to provide enough capacity and horse power (output) to support their volume, produce professional color documents. In addition, the City of Agoura Hills requires:

- An innovative solution that is cost effective to ensure the City's budget is maximized
- High performing and field tested technology for greater productivity.
- Leverage the latest color technology for professional looking documents
- Similar user interface across fleet for greater ease of use and increased productivity
- A responsive Service organization that will fulfill its service commitments to their clients. (J.D. Powers and Associates certification for six (6) consecutive years: 2006-2011)
- Consistent user interface across the fleet to reduce learning curve, improve user experience and increase productivity
- Professional and knowledgeable Analysts and Trainers for a seamless implementation
- A partner that demonstrates a commitment to customer information security
- A total satisfaction guarantee to maximize return on investment

Xerox Recommendation

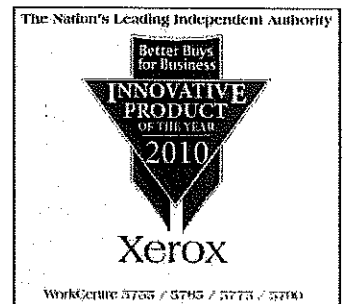
Based on Xerox's guiding principles, we have developed a unique solution that not only meet the required specifications of this RFP, but will over achieve these requirements.

Xerox is recommending the latest in office multifunctional printer and production color technology which will provide CITY OF AGOURA HILLS superior quality, greater capacity and speed than is required. The Xerox solution includes:

Awarding Winning
WorkCentre™ 7556
Superior color.
Solid Performance
Color Multifunctional
Printer



- WC5775P – 1 Units
- WC7556P – 1 Units
- WC7775P – 1 Units



Additional Productivity Advantages

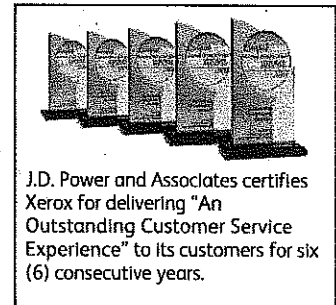
The City of Agoura stated that one of the reasons for specifying an output speed of 70 to 90 copies per minutes was to ensure their staff had a positive user experience and increased productivity. A positive user experience is very critical and it strongly influences productivity. However, there are many other factors that can and will impact a positive user experience and office productivity.

Xerox has invested heavily in technology that assists staff in optimizing their effectiveness and improving their user experience. For example:

- **Print Around Technology** – This Xerox feature holds a job needing resources (such as a different paper size) and prints the next job in the queue. Other vendors' devices will not print *any* jobs in the queue until either the correct paper is added or the device is powered down, thus deleting all subsequent jobs in the queue. Plus users can manage the job queue at the device by promoting or deleting jobs accordingly.
- **Multitasking' Capability** – "Multifunctional" does not mean "Simultaneous or Multitasking". Our products can perform two functions at once, unlike many of our competitor's products. While the engine of our MFD is outputting a print job, another user can walk up to the device and send a fax or scan job *at the same time*. *The devices proposed do not need to wait or slow down while printing in order for someone to fax or scan an image over the network.*
- **Bi-Directional Print Drivers** – Features reduce IT's time with network integration, training, support and problem-resolution. They also significantly increase usability for Teachers and Administrative staff who need to print documents in various locations. Print drivers provide real-time status and other information right from the desktop, such as, toner and paper levels. The bi-directional functionality of these drivers allows users to see the capabilities of a specific device. Therefore, a user can route a print job based upon paper size, finishing requirements or availability.
- **Continuity of Design** – The fleet of devices proposed within this response will have identical graphic user interfaces and Print Drivers to reduce/eliminate learning curves that impact user's morale and productivity. In addition, by having one type of device across the enterprise, the warehousing and management of consumables will be much more convenient for the City of Agoura Hills.
- **SMartKits®** – Are replaceable units for real plug-and-play convenience. These SMartKit replaceable units are quick and easy to load and provide greater uptime and increased productivity for the City's staff.

Responsive Technical Support

Our customers partner with us to help them reduce costs and improve the productivity of their organization. Xerox is the only company in our industry to have earned the esteemed J.D. Powers and Associates certification for "An Outstanding Customer Service Experience. Moreover, Xerox has earned this award for the last six (6) consecutive years (2006 through 2011). The City of Agoura Hills can be confident in knowing that any service issue can be easily communicated to a Xerox Service Engineer for timely resolution.



Total Satisfaction Guarantee



Xerox understands this is a large investment that will impact the City. Xerox believes in accountability to our customers and will support the City of Agoura Hills every step of the way. For those instances when service is required, Xerox has a highly trained service team that will get you up and running quickly. To assure you of your decision to choose Xerox, we offer a Total Satisfaction Guarantee. We make this offer to demonstrate that our measure of quality is our customer's satisfaction. If our service escalation process does not result in prompt resolution of the issue, we will replace the device with an identical unit at no charge.

Xerox is a known market leader in providing solutions for the entire document life cycle. From document replication, document management and systems integration, Xerox offers the most robust offering in the market place. This status is not one Xerox has bestowed upon itself, but what independent organization like J.D. Powers and Associates and IDC say about us. These two organization have stated Xerox has the "best deployment delivery in the market" and provides an "outstanding customer service experience". Xerox's reputation for

providing exceptional products and services has been the catalyst for numerous great partnerships with Federal, State and local government agencies. The Department of Defense and the Federal Bureau of Investigations depends on Xerox's industry experience and leadership to assist them in executing their day to day operations. By partnering with Xerox, the City would be able to leverage the preceding advantages as well as many others, while significantly improving their daily business operations.

The Security Difference

We understand many innovative organizations like the City of Agoura Hills have taken a risk by integrating their multifunctional printing devices on the network. For that reason, Xerox engineers our MFDs for maximum security, offering a wide array of the latest security options for devices and networks. At Xerox, we have leveraged our innovative technology and expertise in order to provide secure solutions to such trusted partners as the Department of Defense and Federal Bureau of Investigations.

The following features ensure that your devices can meet the growing security challenges in today's business environments:

- ❖ Common Criteria Certification (ISO 15408). Xerox is the only vendor to receive certification for the entire device rather than a kit or specific feature and has the most Common Criteria Certified MFDs of any vendor.
- ❖ Image Overwrite Security wipes all latent images off the MFD's hard drive that prevent information from getting into the wrong hands.
- ❖ Secure Embedded Fax isolates the fax telephone line and the network to prevent outside attacks.
- ❖ Secure Print prevents confidential documents to be seen by unauthorized personnel.
- ❖ Audit Logs allow you to see who did what (printing, scanning, network faxing) and when they did it.
- ❖ Internal Auditor limits walkup copying and tracks usage by individual.
- ❖ Secure Access (optional accessory) can work with your existing HID Cards/badges to track or limit usage.
- ❖ Data encryption occurs automatically when a document is sent to the MFD or when a document is scanned and emailed from a MFD device.

Common Criteria

Xerox has the most Common Criteria-Certified multifunction devices of any vendor, and is the only vendor to receive certification for the entire device rather than a kit or specific feature.

Methodology for Implementation

Due to the City of Agoura Hills custom implementation requirements, Xerox's implementation team will customize an implementation schedule to mirror the City's specifications.

It is important to note that there is no cost associated with the implementation process or the customized planning stage. The timeline in the table below will be completed upon award.

SAMPLE IMPLEMENTATION PLAN

TASK NAME	DATE	RESPONSIBLE PARTY
Obtain Contract Signature	TBD	Xerox
Equipment Ordered	TBD	Xerox
Communication and Progress Review		
Conduct Internal Project Review Meeting	TBD	Xerox
Conduct Review and Planning Meeting with CITY OF AGOURA HILLS	TBD	Xerox
Set-up additional planning meetings as required	TBD	Xerox
Agreement of finalized project plan — CITY OF AGOURA HILLS / Xerox Teams	TBD	Xerox and CITY OF AGOURA HILLS
CITY OF AGOURA HILLS notifies the end user's (departments) receiving new equipment	TBD	CITY OF AGOURA HILLS
Letter from CITY OF AGOURA HILLS establishing ownership of competitive equipment and the permission for Xerox to remove, OR copy of cancellation letter to competitor and date the competitor plans to remove their equipment.	TBD	CITY OF AGOURA HILLS

TASK NAME	DATE	RESPONSIBLE PARTY
Communication and Progress update during implementation to entire team	TBD	Xerox
Network Preparation		
Meet with CITY OF AGOURA HILLS IT Group	TBD	Xerox and CITY OF AGOURA HILLS
Develop Process to install End User Print Drivers	TBD	CITY OF AGOURA HILLS / Xerox Analyst
Obtain IP Addresses	TBD	CITY OF AGOURA HILLS
Complete Network Assurance Forms	TBD	Xerox Analyst
Request Network Drops	TBD	Xerox and CITY OF AGOURA HILLS
Install Network Drops if needed	TBD	CITY OF AGOURA HILLS
Site Preparation		
Provide space and electrical requirements to CITY OF AGOURA HILLS	TBD	Xerox
Identify delivery path(s)	TBD	Xerox / CITY OF AGOURA HILLS
Verification space and electrical requirements completed	TBD	Xerox / CITY OF AGOURA HILLS
Removals		
Competitive equipment removed by Xerox: carrier will coordinate the removal with the delivery and install of the new machine	TBD	Xerox / CITY OF AGOURA HILLS
Training		
Identify training requirement(s)	TBD	CITY OF AGOURA HILLS
Identify end users to receive training	TBD	CITY OF AGOURA HILLS
Develop training plan	TBD	Xerox / CITY OF AGOURA HILLS
Notify end users that training will be provided	TBD	CITY OF AGOURA HILLS
Schedule training	TBD	Xerox Trainer
Conduct training	TBD	Xerox Trainer
Equipment Installation		
Develop detailed equipment matrix:	TBD	Xerox
* Building location, department, floor (any pertinent location data)	TBD	Xerox
* Equipment Removals	TBD	Xerox
* New Equipment to be installed	TBD	Xerox
* Other pertinent data for Implementation	TBD	Xerox
* Agreement that equipment matrix is correct	TBD	Xerox/ CITY OF AGOURA HILLS
* Share matrix with CITY OF AGOURA HILLS / Xerox and Xerox Carrier	TBD	Xerox
* Verification site readiness	TBD	Xerox/ CITY OF AGOURA HILLS
* Review with Xerox Carrier to ensure we have equipment to install as scheduled, if not use back-up plan that was agreed to during planning meetings	TBD	Xerox
Transition, Installation, and Implementation		
Deliver new equipment, remove existing equipment	TBD	Xerox Carrier
Install equipment	TBD	Xerox Carrier and/or Xerox
Network Equipment	TBD	CITY OF AGOURA HILLS / Xerox Analyst
Install Print Driver (push)	TBD	CITY OF AGOURA HILLS / Xerox Analyst
Test Connectivity	TBD	CITY OF AGOURA HILLS / Xerox Analyst
Provide training to end users per plan	TBD	Xerox Trainer

Xerox Training



We will provide the City of Agoura Hills IT Helpdesk and department users the training they need to realize the full power of their investment. When you place your order with Xerox, delivery and installation of equipment are just the beginning of our commitment to ensuring your total satisfaction.

Our comprehensive training program includes:

- ❖ The City's Helpdesk and staff will receive full training on the MFP's
- ❖ Formal training will be conducted when Xerox delivers and installs each device
- ❖ Unlimited follow-up / refresher training provided by your Xerox Account Team
- ❖ How-To Posters, Training CDs, and Quick Start Guides to allow the City the ability to create support collateral for the IT Helpdesk and department staff
- ❖ Our web Support Page offers users easy-to-understand, illustrated instructions to perform simple tasks or troubleshoot virtually any equipment based issue.

Formal Training

Xerox is dedicated to teaching your staff how to maximize your Xerox solution. Training programs are designed to focus on the requirements of your people – specifically, how they can become more productive through enhanced skills and more effective work processes. For example, our employee training sessions can address the following topics:

- ✓ Your New Product - Learn how to best apply the features and capabilities of your new product to meet your needs.
- ✓ Process Improvement - Learn how processes can be changed, updated, or replaced with more effective approaches to ensure that you are achieving maximum productivity with each Xerox solution.
- ✓ Your Environment - Learn how you can realize maximum value from your Xerox solutions within your current technical and workflow environment.
- ✓ Device Uptime - Learn how to achieve optimal equipment uptime with your Xerox solutions.

Planning for Training

To ensure the City's employees are well-trained is an essential part of any solution implementation from Xerox, and enables you to maximize the efficiency of your most important asset - your people. Let Xerox help you on the path to developing a motivated and efficient staff - and by doing so, increase volume and return on investment from your Xerox solution.

Trainers will be scheduled to provide training as devices are delivered. The Xerox Account Team will work with the City to customize the training curriculum based on your unique needs and requirements. Finally, at the start of each training class, our trainers will ask your staff about their critical documents and workflows, and incorporate suggestions for how your new Xerox device can be used to streamline workflows.

Training Delivery

- The training is suitable for key operators, walk-up users, client users, and System Administrators and is usually conducted at the machine.
- The training process will be established prior to the delivery of Xerox devices and Nuance scan stations.
- The length of the training varies based on the configuration of the machine and options purchased.

The successful implementation of any solution is predicated on a clear understanding of our customer's needs. We will work with you to gain an understanding of your critical success factors. We will meet with you to understand and address your needs as we prepare for the training session.

Training Curriculum



Integrating an implemented solution into your work environment requires a solid training plan. Xerox will work with the City to structure a training curriculum prior to receipt of our solution. We will work with you to ensure your IT Helpdesk understands the functionality of the newly implemented solution.

Depending on your machine's configuration and your training needs, the following table provides a summary of the topics that may be covered.

IT Help Desk Training Curriculum		
<p>Introduction</p> <ul style="list-style-type: none"> Review the content of the training session to ensure requirements are met 	<p>Product Overview</p> <ul style="list-style-type: none"> Tray / media specifications Finishing unit Document Feeder Control panel / user interface 	<p>How to Copy</p> <ul style="list-style-type: none"> User screens such as Features, Job Status, and Machine Status Touch screen tabs including setting paper tray attributes, using the Auto features, image adjustment features (reduce/enlarge, shift, and erase), job layout features (covers, booklets, mixed media), productivity features (storing, building jobs), and color adjustments (if applicable).
<p>How to Print a Job by Selecting Job Parameters</p> <ul style="list-style-type: none"> Paper / output selections Image adjustments Layout such as multiple-up, booklets, and watermarks Printing workflows through the driver (special pages) Secure Print / Delayed Print Sample set Advanced features 	<p>How to edit document</p> <ul style="list-style-type: none"> Complete and comprehensive training and overview of editing capabilities 	<p>How to Scan</p> <ul style="list-style-type: none"> Accessing network scanning Selecting Scan to Desktop template or scan to mailbox Additional scan features selections available prior to sending Overview of software functionality Specific application functionality
<p>How to Scan to Email</p> <ul style="list-style-type: none"> Accessing email Addressing recipients Storing addresses locally Choosing file type and other settings available prior to sending. 	<p>How to Load Paper and Media</p> <ul style="list-style-type: none"> Setting paper tray attributes Programming specialty stock Utilizing the Interposer 	<p>Maintenance and Troubleshooting</p> <ul style="list-style-type: none"> Touch screen instructions Changing Customer Replaceable Units or SMart Kits Replacing toner and staples Customer support information

Network Training

Xerox offers our customers extensive network training for our digital devices through our Customer Education Specialists and/or Systems Analysts. They will work with your Information Technology and/or Systems Network

Administrators to ensure that all topics relative to your specific network-related needs are incorporated into the training.

The City will receive a product overview upon installation of the units. While our drivers are designed to be self-loading, our systems analysts can provide the follow fee based services:

- ❖ Initial Walk-Up/Key Operator Training – This detailed segment focuses on copier/printer/fax/scan features. It is an intensive “how to” session for operating the product and understanding features and capabilities.
- ❖ Information Technology Support Desk Training – This session covers connecting the digital product to your network. We will train and support your staff on the installation of print drivers and queue management. Our Systems Analysts are available to assist your IT staff with various network integration tasks.
- ❖ Network End User Training – This training covers how to install print drivers on up to two workstations and instructs the network end users on how to use printer and printer driver features.

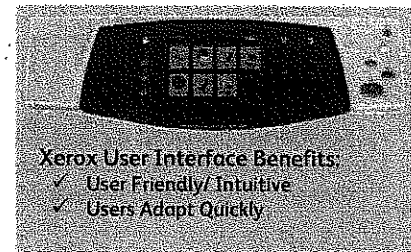
Continuous End User Training

Your Xerox Account Team will be available throughout the term of the contract to provide any subsequent training required by the City’s users. This will be of value as new employees come on board that are not familiar with our products.

Xerox designs our solutions with our customers in mind. The most commonly selected job attributes (1-sided/2-sided, staple, reduce/enlarge, paper type, etc) are all located on the initial walk-up screen so users do not need to search for what they need.

Our user interfaces are:

- User Friendly: We take great care to design our devices to be intuitive to allow users to complete jobs quickly and efficiently.
- “Virtual Trainers”: Our units have on-board Help buttons to instruct users on the best settings for the job at hand. For example, if the user is on the Image Quality Tab and hits the Help button, a mini tutorial will display regarding when to select the original type of “Normal” versus “Text” versus “Photo.”
- Similar, if not identical, across product lines. Once your employees are familiar with the operation of one model, they will easily be able to transfer that knowledge when working with other Xerox units. Depending on your final configuration, our WorkCentre devices are very similar in operation and configurations.



Training Materials

- ❖ CD and Quick Start Guide. Xerox will provide the City’s staff with critical training documentation (Quick Start Guide) and computer-based training (CDs), which they can use to customize their own internal training materials for IT support and department users.

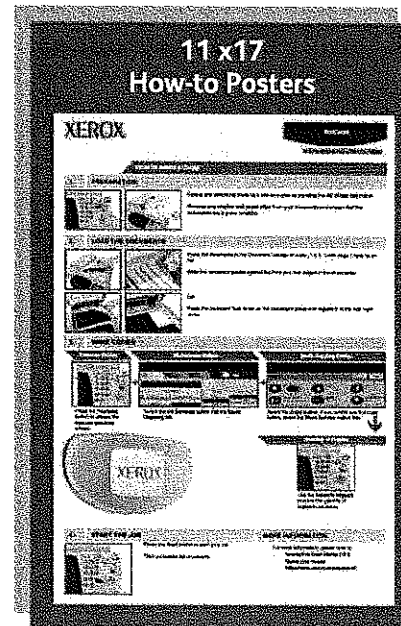
The Interactive User Guide features animated tutorials and interactive screens providing basic training on the product’s features and capabilities. The City’s implementation team can load the CD onto a server so multiple users can access it, or it can be run from an individual PC. Each user can learn or receive refresher training at his or her own pace and at his or her convenience, with the option to review what they have learned at any time.

The Quick Start Guide is meant to provide basic training at the time of delivery, generally before the official training session begins.

- ❖ **How-To Posters.** We have created 11 x17 training posters that the staff can utilize when developing reference materials. These posters are a great at-a-glance tool to provide users illustrated help at the point of need.

**Quick Start Guide
Table of Contents**

Welcome	1
Additional Resources	1
Features	2
Safety and Legal	4
Product Overview	5
WorkCentre Overview	5
WorkCentre Options	5
Finishing Devices	7
Getting Started	11
Control Panel Overview	11
Power On or Off	12
Loading Paper	13
Making Copies	14
Copping an ID Card	15
Saving for Repeat	16
Repeating Saved Jobs	17
Sending an Embedded Fax	18
Sending a Secret Fax	19
Sending an Internet Fax	20
Scanning a Document to a File	21
Sending an E-mail	22
Printing from a PC	23
Printing a LAN Fax	24
Printing with Internet Services	25
Logging On / Logging Off	26
Customizing your Machine	27
Further Assistance	28
Maintenance	29
Consumables	29
Cleaning the Machine	30
Further Assistance	31



Web Support

Additionally, our web support is always available to offer both troubleshooting assistance and step-by-step How-To instructions, complete with illustrations for the City's staff. These instructions range from the simple (for example, How to make a copy) to the complex (for example, How to configure and manage the Scan to Mailbox feature).

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CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS

PROPOSAL SUBMISSION FORM – Page 1 of 3

COPIER FEATURES	VENDOR
Model Number* WorkCentre5775	xerox
Number of Units Proposed	1
Dimensions & Weight	38 X 26 X 45
Document Feeder (Type)	100 Sheet Duplex Automatic
Electrical Requirements	120 Volt - 50/60 Hz
Network Requirements	MS Windows, IPv6, Secure FTP, MAC OS, MS XP, Windows Server, Vista & Windows 7 (all 32 or 64 bit)
Network Printer Speed (copies per minute)	75 ppm
Network Scan Speed (scans per minute)	75 ipm
Duplexing Capability (Yes or No)	Yes
Enlargement (Yes or No; Percentages)	Yes (Variable zoom 25% to 400% in 1% increments)
Exposure Control (Manual or Automatic)	Both
Job Interrupt/Job Recovery Display	Yes
Maximum Output Size (Dimensions)	11 x 17
Maximum Size Original (Dimensions)	11 x 17
Print Resolution	1200 x 1200 dpi
Scan Resolution	600 x 600
Stapling – Manual Convenience	50 Sheets
Stapling – On-line	50 Sheets
Stapling	Yes
Paper Drawers (Number of)	4 Drawers plus by-pass
Paper Supply Capacity	4700
Reduction Capability (Yes or No; Percentages)	Yes (1% increments)
Single-Sheet Bypass Capability (Yes or No)	Yes
Memory Capacity	2 GB
Auto Contrast (Yes or No)	Yes
2 and 3 Hole Punch Capability (Yes or No)	Yes
Margin Shift (Yes or No)	Yes
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS

PROPOSAL SUBMISSION FORM - Page 2 of 3

COPIER PRICING	VENDOR
Model Number* WorkCenter5775 Monochrome	XEROX
Base Monthly Payment: 5 year lease or rental	\$171.99
Network Printing	Yes
Network Scanning	Yes, PDF workflow (Scan to Email)
Additional Feature <u>Print Around</u>	If a job is stuck in the queue awaiting resource other jobs will continue to print
Additional Feature <u>Bi-Direction Print Drivers</u>	Allows user to view from PC; paper supplies, toner and job notifications
Copy and Scan allowance included in Base Monthly Payment	Zero copies or scans are included
Additional Copy Charge	No Additional Copy Charge
Additional Scan Charge	No Charge for Scanning
Monthly Maintenance Charge	\$0.0069 per copy (Fixed for Term) Includes supplies
Destination, Delivery and/or Installation Charge	Included
Training Charge	Included
Average Monthly cost for Supplies (based on estimated range)	This is a cost per copy program. All supplies are included in Service cost
Monthly Subtotal	\$171.99
Tax (8.75%)	\$ 15.05
Other Costs	N/A
Total Monthly Costs	\$187.04
Responses are to reflect Government Contract Pricing. Please identify the jurisdiction and contract number	Western States Contracting Alliance #1715 - Contract #072471800
* Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

**CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS**

PROPOSAL SUBMISSION FORM – Page 3 of 3

COPIER PERFORMANCE AND SERVICE	VENDOR
Model Number *	
Recommended Volume Capacity per Month	250,000 per month
Frequency of Scheduled Preventative Maintenance	Xerox conducts preventative maintenance on every call and when ever a customer requests (i.e. before a school year)
Anticipated Performance Capability - Historical Pattern of Service	The copy rate between failures ranges from 50K to 90K depending on users and environment.
Average Service Response Time	Average response rate is 4 to 6 hours
Number of Technicians Capable of Providing Service to the City of Agoura Hills	The Xerox dispatch system allows teh 180 technicians in LA County to be dispatched to any service call to ensure prompt service
Location of Service Headquarters for Agoura Hills Customers	Woodland Hills, CA
Length of Time Copier Has Been Marketed	May 2010
Extensiveness of Product Testing - Scope of Quality Assurance	Full Common Criteria Certified Security, EnergyStar, BLI, Gartner tested product
Manufacturer or Distributor	Xerox
Number of Years Engaged in Providing Equipment within Scope of Specification Under Present Business Name	52 years
* Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

Xerox

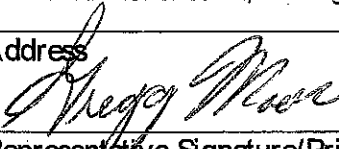
(424) 703-3030

Firm Name

Telephone

700 South Flower Street, Los Angeles CA 90017

Address



Gregg Moore

Representative Signature/Printed Name

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS -- MULTI-FUNCTION COPIERS

PROPOSAL SUBMISSION FORM -- Page 1 of 3

COPIER FEATURES	VENDOR XEROX
Model Number* WorkCentre 7775 Color	
Number of Units Proposed	1
Dimensions & Weight	82 x 31 x 57
Document Feeder (Type)	250 Sheet, Duplex Automatic Feeder
Electrical Requirements	120 - 127 VAC 50/60 Hz
Network Requirements	MS 2000, XP, 7 Vista Mac OS 8x, 9x, 10.3 higher and Linux
Network Printer Speed (copies per minute)	75 black and 50 Color
Network Scan Speed (scans per minute)	80 black and 50 Color
Duplexing Capability (Yes or No)	Yes
Enlargement (Yes or No; Percentages)	Yes, 24% to 400% in 1% increments
Exposure Control (Manual or Automatic)	Both
Job Interrupt/Job Recovery Display	Yes
Maximum Output Size (Dimensions)	13 x 19
Maximum Size Original (Dimensions)	11 x 17
Print Resolution	2400 x 2400 dpi
Scan Resolution	600 x 600 dpi
Stapling -- Manual Convenience	50 Sheets
Stapling -- On-line	50 Sheets Multiposition
Stapling	Yes
Paper Drawers (Number of)	4 Drawers plus By-pass
Paper Supply Capacity	3260 Sheets
Reduction Capability (Yes or No; Percentages)	Yes, 25% to 400% in 1% increments
Single-Sheet Bypass Capability (Yes or No)	Yes
Memory Capacity	2 GB with 80GB Hard Drive
Auto Contrast (Yes or No)	Yes
2 and 3 Hole Punch Capability (Yes or No)	Yes
Margin Shift (Yes or No)	Yes
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS

PROPOSAL SUBMISSION FORM - Page 2 of 3

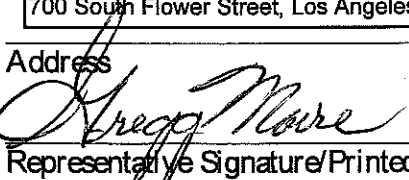
COPIER PRICING	VENDOR
Model Number* WorkCentre7775 Color	XEROX
Base Monthly Payment: 5 year lease or rental	\$301.42
Network Printing	Yes
Network Scanning	Yes, scan to email utilizing your LDAP directory
Additional Feature Print - Around _____	If a job is stuck in queue due to a resource not being available (i.e. paper), Other job will continue to print "around" stalled job
Additional Feature Bi-Directional Print Driver	Allows user to view from PC; paper supplies, toner and job notifications
Copy and Scan allowance included in Base Monthly Payment	0 copies included (true cost per copy)
Additional Copy Charge	Black copies are .009 and color copies .0707 (Fixed for Term)
Additional Scan Charge	No charge for scans
Monthly Maintenance Charge	No Maintenance charge, all cost included in the above cpc
Destination, Delivery and/or Installation Charge	Included
Training Charge	Included
Average Monthly cost for Supplies (based on estimated range)	All consumables supplies included for all prints/copies
Monthly Subtotal	\$301.42
Tax (8.75%)	\$ 26.37
Other Costs	N/A
Total Monthly Costs	\$301.42
Responses are to reflect Government Contract Pricing. Please identify the jurisdiction and contract number	Western States Contracting Alliance #1715 - Contract #072471800
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS

PROPOSAL SUBMISSION FORM – Page 3 of 3

COPIER PERFORMANCE AND SERVICE Model Number *WorkCentre7775 Color	VENDOR XEROX
Recommended Volume Capacity per Month	300,000
Frequency of Scheduled Preventative Maintenance	Xerox conducts preventative maintenance on every call and when ever a customer requests it (i.e. before a Board meeting)
Anticipated Performance Capability - Historical Pattern of Service	The copy rate between failures is between 40K to 115K depending environment and users.
Average Service Response Time	Average response rate is 4 to 6 hours
Number of Technicians Capable of Providing Service to the City of Agoura Hills	Xerox's dispatch system allows the 180 technicians in LA County to be dispatched to any service call to ensure superior service
Location of Service Headquarters for Agoura Hills Customers	Woodland Hill CA
Length of Time Copier Has Been Marketed	October 2010
Extensiveness of Product Testing - Scope of Quality Assurance	Full Common Criteria Certified (Security), EnergyStar, BLI Awards
Manufacturer or Distributor	Xerox
Number of Years Engaged in Providing Equipment within Scope of Specification Under Present Business Name	52 years
* Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

XEROX	424-703-3030
Firm Name	Telephone
700 South Flower Street, Los Angeles CA 90017	
Address	
	Gregg Moore
Representative Signature/Printed Name	

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CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS

PROPOSAL SUBMISSION FORM – Page 1 of 3

COPIER FEATURES	VENDOR
Model Number* WorkCentre7556	XEROX
Number of Units Proposed	1
Dimensions & Weight	65 x 27.4 x 44.4
Document Feeder (Type)	110 Sheet Duplex Automatic
Electrical Requirements	110-127 VAC 50/60 Hz
Network Requirements	MS 2000, XP, Win 7, Vista, OS8x, 9x, 10.3 higher & Linux
Network Printer Speed (copies per minute)	55 B&W - 50 Color
Network Scan Speed (scans per minute)	70 ipm
Duplexing Capability (Yes or No)	Yes
Enlargement (Yes or No; Percentages)	25% to 400% in 1% increments
Exposure Control (Manual or Automatic)	Both
Job Interrupt/Job Recovery Display	Yes
Maximum Output Size (Dimensions)	12.6 x 19
Maximum Size Original (Dimensions)	11 x 17
Print Resolution	1200 x 2400
Scan Resolution	600 x 600
Stapling – Manual Convenience	50 Sheets
Stapling – On-line	50 Sheets
Stapling	Yes
Paper Drawers (Number of)	4 drawers plus by-pass tray
Paper Supply Capacity	2180
Reduction Capability (Yes or No; Percentages)	Yes, 1% increments
Single-Sheet Bypass Capability (Yes or No)	Yes
Memory Capacity	2GB System Memory & 1 GB page memory
Auto Contrast (Yes or No)	Yes
2 and 3 Hole Punch Capability (Yes or No)	Yes
Margin Shift (Yes or No)	Yes
* Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS

PROPOSAL SUBMISSION FORM - Page 2 of 3

COPIER PRICING	VENDOR
Model Number* <u>Work Centre 7556</u>	
Base Monthly Payment: 5 year lease or rental	\$215.50
Network Printing	Yes
Network Scanning	Yes
Additional Feature <u>Bi-Directional Drivers</u>	informs user when job is complete, type of paper in machine and toner levels
Additional Feature <u>Print Around</u>	Jobs sent to device with out proper paper or staples, don't stop other jobs from printing, job place on hold until utility is provided
Copy and Scan allowance included in Base Monthly Payment	No copies or scans included
Additional Copy Charge	No additional charges beyond the ccst per copy
Additional Scan Charge	No charge for scanning
Monthly Maintenance Charge	Black prints at \$0.0051 and Color prints at \$0.0505
Destination, Delivery and/or Installation Charge	Included
Training Charge	Included
Average Monthly cost for Supplies (based on estimated range)	All supplies are included in the cost per copy charge
Monthly Subtotal	\$215.50
Tax (8.75%)	\$18.86
Other Costs	N/A
Total Monthly Costs	\$233.36
Responses are to reflect Government Contract Pricing. Please identify the jurisdiction and contract number	Western States Contracting Alliance #1715 - Contract #072471800
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

**CITY OF AGOURA HILLS
REQUEST FOR PROPOSALS – MULTI-FUNCTION COPIERS**

PROPOSAL SUBMISSION FORM – Page 3 of 3

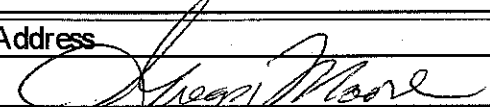
COPIER PERFORMANCE AND SERVICE	VENDOR
Model Number *	
Recommended Volume Capacity per Month	300,000
Frequency of Scheduled Preventative Maintenance	Preventative maintenance is performed on every call (Total Call). Customer can request a SPM any time.
Anticipated Performance Capability - Historical Pattern of Service	The copy rate between failures is between 40K to 90K depending environment and users.
Average Service Response Time	Average 4 to 6 hours
Number of Technicians Capable of Providing Service to the City of Agoura Hills	Xerox's dispatch system allows the 180 technicians in LA County to be dispatched to any service call to ensure timely & superior service
Location of Service Headquarters for Agoura Hills Customers	Woodland Hills Ca
Length of Time Copier Has Been Marketed	April 2011
Extensiveness of Product Testing - Scope of Quality Assurance	Full Common Criteria Certified, EnergyStar, BLI, Gartner, environmental
Manufacturer or Distributor	Xerox
Number of Years Engaged in Providing Equipment within Scope of Specification Under Present Business Name	52 years
*Vendors are requested to submit one copy of this page for each proposed Model. Please make additional copies of this page as required.	

THE ONLY EXCEPTIONS FROM THE SPECIFICATIONS ARE:

XEROX	424-703-3030
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Firm Name Telephone

700 North Flower Street Ste. 700, Los Angeles CA 90017
--

Address	Gregg Moore
	

Representative Signature/Printed Name

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES
Request for Proposal – Multi-Function Copiers
High-Volume Copier

List and describe fully the last three contracts performed by your firm which demonstrate your ability to provide the equipment included within the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

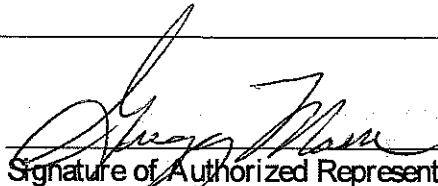
Customer Name: Rosemead USD
Contact Individual: Ellen Wagner Phone No: 626-312-2900 x 222
Address: 3907 Rosemead Blvd Ste 220, Rosemead CA 91770
Model Number: Multiple WC5700 Series Devices

Reference No. 2

Customer Name: University of Southern California
Contact Individual: John Ostrowski Phone No: 213-740-6832
Address: 3434 South Grand Ave, Los Angeles CA 90007
Model Number: Multiple units of the 5700 Series (including 5775)

Reference No. 3

Customer Name: Latham & Watkins LLP
Contact Individual: Troy Panzarini Phone No: 213-891-7078
Address: 555 West Fifth Street, Ste 800 Los Angeles CA 90013
Model Number: WC5765 - WC5775S



Signature of Authorized Representative

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

Request for Proposals – Multi-Function Copiers
High-Volume Copier (Color)

List and describe fully the last three contracts performed by your firm, which demonstrate your ability to provide the equipment included within the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

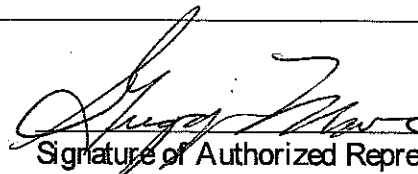
Customer Name: Seyfarth Shaw LLP
Contact Individual: Ivan Hamilton Phone No: (213) 270-9600
Address: 2029 Century Park East, Ste 3500 Los Angeles CA 90067
Model Number: WorkCentre 7775 and 7755

Reference No. 2

Customer Name: University of Southern California
Contact Individual: John Ostrowski Phone No: 213-740-6832 3417
Address: 3434 South Grand Ave, Los Angeles CA 90007
Model Number: WorkCentre 7700 Series (Including WC7775)

Reference No. 3

Customer Name: Metropolitan Water District of Southern California
Contact Individual: Tamme Benzing Phone No: 213-217-5751
Address: 700 North Alameda Street, Los Angeles CA 90012
Model Number: WorkCentre 7700 Family (WC7755)


Signature of Authorized Representative

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES
Request for Proposals – Multi-Function Copiers
Mid-Volume Copier

List and describe fully the last three contracts performed by your firm, which demonstrate your ability to provide the equipment included within the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

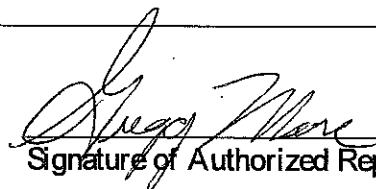
Customer Name: City of Hidden Hills
Contact Individual: Deana Graybill Phone No: 818-888-9281
Address: 6165 Spring Valley Road, Hidden Hills CA 91302
Model Number: WorkCenter 7545 Color

Reference No. 2

Customer Name: Metropolitan Water District of Southern California
Contact Individual: Tamme Benzing Phone No: 213-217-5751
Address: 700 North Alameda Street, LA Ca 90012
Model Number: WorkCenter 7556

Reference No. 3

Customer Name: Cal Polytechnical School
Contact Individual: Judith Brott Phone No: 626-395-6834
Address: 1200 E. California Blvd. MC 1-32 Pasadena CA 91125
Model Number: WorkCentre7545



Signature of Authorized Representative

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

I. Installation:

A detailed description of the installation process is described on pages 5 and 6 of Xerox's response. All costs associated with the installation (training & analyst support) are included in the total monthly lease cost of each device.

II. Usage:

There is no minimum volume required. This is a "true" cost per copy program. All pricing is fixed for the full term (will not escalate). 11 x 17 applications are charged one click per side. Staples are not included.

Model of Device	Monthly Lease Rate (60 months)
W7556P	\$215.50
WC7775P	\$301.42
5775PT	\$171.99

III. Service/Maintenance:

Model	B&W Click	Color Click
W7556P	\$0.0051	\$0.0505
WC7775	\$0.0090	\$0.0707
5775PT	\$0.0069	

IV. Equipment Removal

There are no additional costs for equipment removal. Equipment will be removed the same day that the new equipment is delivered.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

I. Usage Fees

Model of Device	Monthly Lease Rate (60 months)
W7556P	\$215.50W
C7775P	\$301.42
5775PT	\$171.99

II. Service/Maintenance Fees

Model	B&W Click	Color Click
W7556P	\$0.0051	\$0.0505
WC7775	\$0.0090	\$0.0707
5775PT	\$0.0069	

The Nation's Leading Independent Authority



Xerox

WorkCentre 7775

The Xerox WorkCentre 7775 is an **Editor's Choice** in the *Better Buys for Business Color Copier Guide*, published in December 2010. Selections were based on rigorous analysis of all current models. Each of *Better Buys'* 10 product guides contains: Editor's Choice recommendations in a product area; features and technology overviews; vendor profiles; a detailed verdict on most models from most vendors; full specifications; and pricing information. This completely **independent** resource helps organizations make better buys.

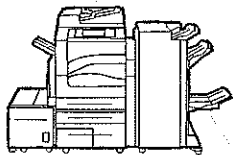
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A handwritten signature in cursive script that reads "Stephen Hannaford". The signature is written in black ink and is positioned above a horizontal line.

Stephen Hannaford, Editor

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WorkCentre®
7525 / 7530 / 7535 / 7545 / 7556
Tabloid-size
Color
Multifunction Printer



Xerox® WorkCentre®
7500 Series Multifunction Printer
Superior color.
Solid performance.



WorkCentre® 7500 Series Multifunction Printer

The print quality you need to succeed. With the Xerox WorkCentre 7500 series multifunction printer, you'll achieve high-impact color documents that impress customers and deliver results — while minimizing costs.



Get high-resolution color where it counts. The WorkCentre 7500 series multifunction printer gives your business documents the competitive edge.

Take color to a whole new level

The Xerox WorkCentre 7500 series, with advanced HI-Q LED technology, helps you create professional-looking documents at the touch of a button.

- **High-resolution output, highly impactful documents.** With 1200 x 2400 dpi, photo-quality color images and rich, crisp text, your output always makes a huge impact.
- **Always accurate image quality.** The WorkCentre 7500 series multifunction printer employs advanced print heads with Digital Image Registration Control Technology, which ensures consistently outstanding image registration.
- **Impressive results.** Print brilliant, attention-grabbing images on a variety of stock as large as 12.6 x 19 in. and on paper weights up to 300 gsm, and take advantage of impressive finishing capabilities from saddle-stitch booklets to folded brochures.
- **Harness the power of Fiery.** Upgrading your WorkCentre 7500 series with an EFI Fiery® network server gives you a host of benefits including easy-to-use color management tools, enhanced productivity and security features and flexible workflow tools.



Original photo not right? Use the Color By Words drop-down list and choose "yellow-green colors a lot more green," and "red colors a lot more saturated." Picture-perfect results.

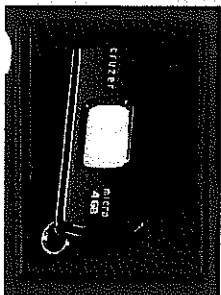
Color By Words: Unique color control

Have you ever wanted to change the color of one object or area in a printout without affecting the rest of the page? With the Color By Words feature there is no need to go back to square one and manipulate source files. You simply select the desired color modifications from a drop-down list, and Color By Words will adjust your printout.

High-impact features, exceptional value. The WorkCentre 7500 series multifunction printer delivers more of the functions and capabilities your office needs.

More standard features

- Print from and Scan to USB device
- Hard Disk Overwrite and 256 bit Encryption
- Scan to Email, Mailbox, Network
- Earth Smart Print Setting
- On-box Optical Character recognition, searchable PDF
- True Adobe® PostScript®, PCL® and XPS



The convenient front-panel USB port makes it fast and easy to print from or scan to any standard USB memory device.



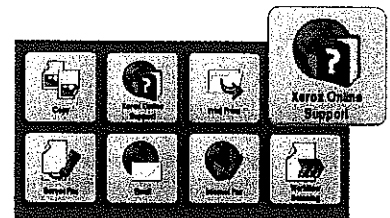
WorkCentre 7556 shown with High Capacity Tandem Tray configuration, optional Convenience Stapler and Work Surface, optional High Capacity Feeder, and optional Professional Finisher.

Maximize your investment

The WorkCentre 7500 series multifunction printer is engineered to give you the reliable operation you demand, with a high-value lineup of standard features and functions.

- **Reduce outsourcing costs.** Bring expensive printshop operations in-house with powerful finishing options that include everything from folded brochures to saddle-stitched booklets, on media up to 12 x 18 in.

- **Manage print costs.** Use Xerox Standard Accounting tools to control print quantities and charge-back options. Plus, color authorization via MS Active Directory™ makes it easy to integrate the WorkCentre 7500 series with existing IT systems.
- **Customize your print driver's default application settings.** Now you can choose default settings per application, such as always printing MS Outlook emails in black-and-white, PowerPoint presentations in duplex mode, and more.



The support you need, right at the device

Xerox Online Support keeps you up and running by providing instant access to searchable online help right at the WorkCentre 7500 series multifunction printer's front panel. You get the same information our Product Support Specialists use when resolving printer problems, assisting with error codes, print quality, media jams, software installation, and more.

Scale up your productivity. Work faster and more efficiently with industry-leading performance and convenience features that simplify document management.

Get more work done in less time

The WorkCentre 7500 series backs up high-quality color output with outstanding performance in every category.

- **Get fast results.** Experience high output performance with print speeds up to 50 ppm color and up to 55 ppm black and white, with a first-page-out-time as fast as 5.8 seconds.
- **Keep the busiest workgroups productive.** Robust concurrent processing and massive 2GB system memory and 1GB page memory handle multiple complex jobs with ease.
- **Networked to share.** Gigabit Ethernet is standard, and everyone, regardless of environment – Microsoft Windows®, Apple Macintosh® and Linux – can tap into the power of the WorkCentre 7500 series.

- **Print without delay.** Our Smart RIP technology allows the first page to start printing while subsequent pages are still processing.
- **Maximize uptime.** Generous, scalable paper-handling options support media capacities up to 5,140 sheets in a wide variety of media sizes, types and weights.
- **Reduce network traffic.** Access scanned documents faster with advanced file compression techniques that dramatically shrink file sizes, reduce storage space requirements and cut down on document traffic on your network.
- **Scan faster.** The WorkCentre 7500 series multifunction printer quickly scans your documents at up to 70 images per minute.
- **Xerox Smart Kit® technology.** Easy-to-change critical components of the WorkCentre 7500 series are constantly monitored to predict and prevent downtime.

Streamline operations with powerful convenience features

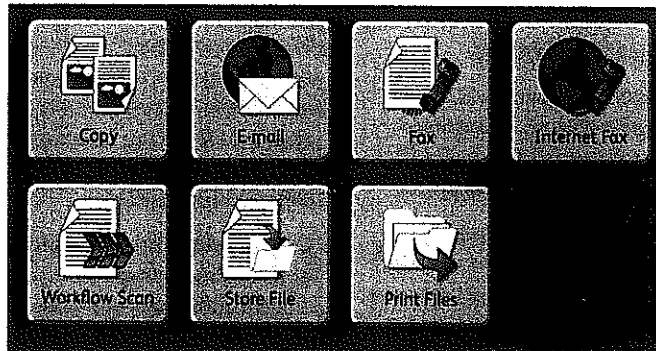
At the touch of a button, all users can print, scan, copy and fax documents with ease, giving them more time to focus on the tasks at hand.

- **Walk-up simplicity.** Print from and scan to any USB memory device for faster document delivery when you're not at your computer.
- **Your job, your priority.** Our Print Around feature lets your job move ahead of stalled documents in the queue.
- **Easy document management.** Index, archive and retrieve scanned documents right from the front panel.
- **Advanced, paperless faxing.** Your users can send and receive faxes without leaving their desks. LAN fax sends faxes directly from applications on your desktop. Plus, fax-forwarding lets you forward incoming faxes to an email address or a document repository as secure, searchable PDFs.

Simplified user experience

Spend less time on support and more time getting the job done with simple-to-use interfaces that make it easy to find and manage features.

- The WorkCentre 7500 series features intuitive commands and navigation that make it easy to find the right function, fast.
- A simplified user interface for Web, PC and front panel operations keeps learning to a minimum.
- On-board information pages give you flexibility over hard copy documentation. Access and print documentation about how to use particular features and functions right from the device's front panel.



The innovative touch screen on the WorkCentre 7500 series front panel makes walk-up operation simple as can be. It features bright icons and intuitive navigation for optimal ease-of-use.

Strengthen the power of your enterprise. Add powerful network-device and document management capabilities to your business, and you can exchange and access information while producing fast output from any location, securely.

Powerful document management

Eliminate redundancies and maintain network efficiency with easy-to-use network management tools that let you access, manage and print documents anywhere on the network.

- **Full range of scanning solutions.** Simply scan your hard copy documents and get searchable digital files that can be automatically shared via email or network folder, or stored on the device or any USB memory device for true portability. And it all comes standard.
- **Streamline document routing and collaboration.** With the powerful EIP platform, easily create personalized scan menus, retrieve scanned files, and route documents to pre-assigned destinations with one click of a button.

Fleet device management

Powerful applications simplify device monitoring and administration.

- **Single print driver works with all printers.** The Xerox Global Print Driver® supports Xerox and non-Xerox devices on the network. Never have to redeploy another print driver, saving hours of downtime.
- **Bi-Directional status.** Xerox print drivers integrate powerful bi-directional tools that offer real-time status and automatically detect and install new device options such as paper trays and finishers.
- **Application defaults.** Users can save print feature defaults and automatically apply those settings each time they print from that application. For example, print all presentations in color and emails in black-and-white.
- **Configure once, apply fleet wide.** Xerox multifunction device configurations can be cloned and distributed to all similar multifunction devices on your network, eliminating the need to configure and manage each device individually.

Total security — standard

The Xerox WorkCentre 7500 series helps you protect vulnerable access points and comply with the latest security standards.

- **Prevent unauthorized access.** Powerful authentication features such as network authentication, smart cards, and role-based and function-level login ensure only authorized users can access the device.
- **Keep your documents safe at all times.** With Secure Print, jobs are stored in a separate queue until the appropriate user chooses which jobs to release for printing. Plus, users can enter their "User ID" when sending jobs to the WorkCentre 7500 series via Secure Print, and then release them upon authentication at the device.
- **Maintain information integrity.** Hard disk encryption and overwrite uses the FIPS 140-2 standard to ensure your data stays secure.
- **Proven security with closed-loop response.** Full system validation at EAL 3 CCC (pending certification) ensures end-to-end protection. And with our proactive response system we keep devices and information secure by identifying potential vulnerabilities and providing quick updates.

Environmentally sound

The WorkCentre 7500 series delivers cutting-edge reductions in energy consumption.

Energy saving performance

- **Low energy consumption.** The WorkCentre 7500 series consumes less power in standby, low power and operating modes, resulting in greater energy savings in the office.
- **Fast warm up.** Ready when you are, the WorkCentre 7500 series recovers from sleep mode in less than 10 seconds.

Responsible printing

- **Earth-smart.** Our innovative new Earth Smart feature allows you to choose the most environmentally sensitive options for your job.

- **Print only what you need.** When enabled, the Hold All Jobs feature stores a user's print jobs at the device until released for printing from that user's "My Jobs" print queue. This reduces paper usage by ensuring that users print only the pages they need.

Cutting-edge technology

- **EA Ultra Low-Melt toner.** Our EA Ultra Low-Melt toner achieves minimum fusing temperature at 68 degrees F (20 degrees C) lower temperature than conventional toner for even more energy savings and brilliant glossy output even on ordinary paper.

- **Induction heating.** The newly developed, heat-efficient IH fuser consumes substantially less power in standby mode and achieves a start-up time of less than 15 seconds.

- **Hi-Q LED Print engine.** Proven Hi-Q LED print engine technology consumes less energy and space and produces less noise, while printing resolutions of 1200 x 2400 dpi.

Environmentally compliant

- **The WorkCentre 7500 series meets stringent environmental standards:** ENERGY STAR®, Reduction of Hazardous Substances (RoHS) Directive, Waste Electrical and Electronic Equipment Directive (WEEE), Blue Angel and ECO label.

Xerox® Workflow Solutions take your WorkCentre 7500 series multifunction printer to a higher level of office optimization.

Xerox Workflow Solutions make your office more productive.

The power of Xerox Workflow Solutions—an added ingredient inside most Xerox MFPs—is the technology's ability to transform the way your organization gets vital work done. When people work efficiently, in less time and with fewer steps, productivity goes up. Stress goes down. So do errors. Whether you have only a few people on your team or a very large workgroup, Xerox offers a wide range of MFPs that deliver flexibility and advanced features to copy, print, scan and fax—all from one device. It's about streamlining your workflow and it starts by using Xerox Workflow Solutions right from your MFP.

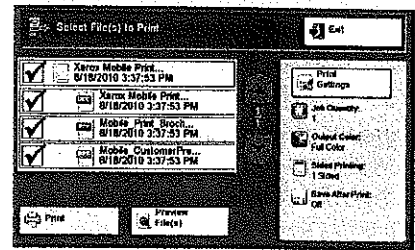
Xerox Mobile Print Solution

With Xerox, being mobile has never been easier. Xerox makes mobile printing simpler and more convenient, while keeping your business secure. That's why we're empowering today's mobile professionals with the freedom to send print jobs from any e-mail-enabled device

Simple. There's no software to load on the mobile device, no searching for online printer information, or time wasted looking for the right application. This solution works with any e-mail-enabled device. Plus, there's no dependence on administrative support staff for printing tasks.

Convenient. Whether they're traveling or working between offices, users will be able to print MS Office documents, including MS Word, Excel® and PowerPoint®, as well as PDFs.

Secure. Mobile workers can print directly from their mobile devices and retrieve documents at a Xerox-enabled MFP with a secure confirmation code. Mobile professionals will no longer have to rely on others to print sensitive documents or risk leaving prints in the output tray.



Personalized solutions you access right from the touch screen interface.

Nuance eCopy ShareScan 5.0

eCopy® ShareScan® Suite 5, the new release of the best-selling document scanning and workflow solution for Xerox networked multifunction printers (MFPs). eCopy ShareScan provides organizations with everything needed to automate their paper-to-digital workflows, letting office workers scan paper documents easily and securely using existing investments in network MFPs and scanners.

Powerful cost control features

The WorkCentre 7500 series multifunction printer provides multiple levels of cost-control capabilities, giving you the control you need for limiting, tracking and assigning costs.

Limit and track usage

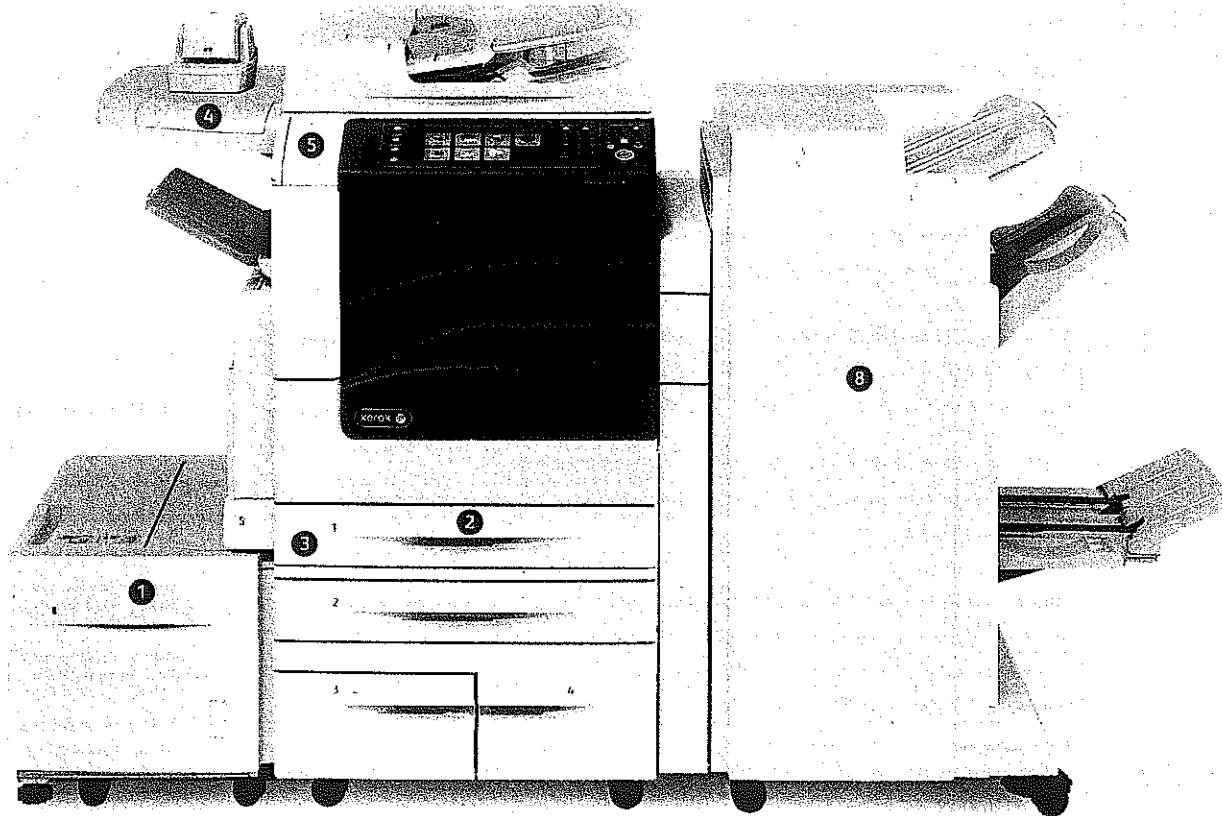
With Xerox Standard Accounting, administrators can track copy, scan, print and fax jobs as well as manage user's access to color copies and prints. Set limits for individual users on the number of print, copy, scan, and fax jobs, and account for device activity down to the user, group or department level.

Set print restrictions

Xerox user permissions provide the ability to restrict access to print features by user, by group, by time of day, and by application. Users and groups can be set up with varying levels of access to print features. For example, limits can be set that allow color print jobs only during certain hours of the day; PowerPoint presentations automatically print in duplex mode; or Outlook e-mails always print in black-and-white.

Feature	Name	Print Submitter Unknown
Time	Black & White Printing	[Icon]
Time	Color Printing	[Icon]
Simplex	1-Sided Printing	[Icon]
Paper Tray	Tray 1	[Icon]
Paper Tray	Tray 2	[Icon]
Paper Tray	Tray 3	[Icon]
Paper Tray	Tray 4	[Icon]
Paper Tray	Tray 5 (Bypass)	[Icon]
Job Type	Secure Print	[Icon]
Job Type	Normal Print	[Icon]
Job Type	Sample Set	[Icon]

Set color user permissions and other print restrictions with intuitive graphical interfaces.



1 High-Capacity Feeder holds 2,000 sheets of paper. Choose our 2,180-sheet capacity (3 Tray option) or our 3,140-sheet capacity (High-Capacity Tandem Tray option) model, then add our High Capacity Feeder to bring maximum capacity to 5,140 sheets.

2 Exceptional media flexibility. The WorkCentre 7500 series handles a wider range of media types and weight from more trays than most devices in its class. It supports up to 300 gsm and media sizes up to 12.6 x 19 in.

3 Print envelopes easily using our optional envelope tray (replaces Tray 1).

4 Large work surface (included with Convenience Stapler) gives you plenty of room to sort documents.

5 Xerox Extensible Interface Platform® (EIP) (standard) enables easy creation of customized workflows, letting you personalize scan menus, retrieve scanned files, and route documents to pre-assigned destinations at the push of a button.



6 Office Finisher LX® (optional) gives you advanced finishing functions at a great value.

7 Integrated Office Finisher (optional with 7525/7530/7535) provides 500-sheet stacking and 50-sheet, single-position stapling.

8 Professional Finisher (optional) adds 50-sheet multiposition stapling, hole punch, V-fold and saddle-stitch booklet making.



* shown with optional booklet maker

WorkCentre® 7500 series Quick Facts

- Print/copy up to 25/30/35/45/50 ppm color and 25/30/35/45/55 ppm black-and-white
- Powerful scan features, including scan to mailbox and network
- Fax solutions available, including network integration
- Maximum paper capacity: 5,140 sheets
- Xerox Extensible Interface Platform (EIP)

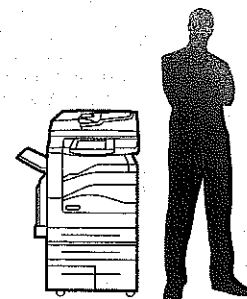


Print / Copy / Scan / Fax / Email

12 x 18 in. / SRA3

55 ppm

WxDxH (base):
41.9 x 27 x 44.4 in.
1,064 x 685 x 1,127 mm

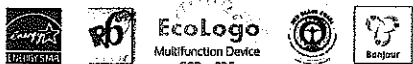


WorkCentre® 7525 / 7530 / 7535 / 7545 / 7556

Multifunction Printer

	WorkCentre 7525	WorkCentre 7530	WorkCentre 7535	WorkCentre 7545	WorkCentre 7556
Speed	Up to 25 ppm color / 25 black-and-white	Up to 30 ppm color / 30 black-and-white	Up to 35 ppm color / 35 black-and-white	Up to 45 ppm color / 45 black-and-white	Up to 50 ppm color / 55 black-and-white
Duty Cycle	Up to 75,000 pages / month	Up to 90,000 pages / month	Up to 110,000 pages / month	Up to 200,000 pages / month	Up to 300,000 pages / month
Paper Handling	Paper Input Standard Duplex Automatic Document Feeder: 110 sheets; Size: 5.5 x 8.5 in. to 11 x 17 in. / 148 x 210 mm to 297 x 420 mm Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 in. to 12.6 x 19 in. / 89 x 98 mm to 320 x 483 mm Tray 1: 520 sheets; Custom sizes: 5.5 x 7.5 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm Choose one 1 Tray Option (Total 1,140 sheets): Adds one 520-sheet paper tray; Size: 5.5 x 7.2 in. to 12 x 18 in. / 139.7 x 182 mm to SRA3 3 Tray Option (Total 2,180 sheets): Adds three 520-sheet paper trays; Size: 5.5 x 7.2 in. to 12 x 18 in. / 139.7 x 182 mm to SRA3 High Capacity Tandem Tray Option (Total 3,140 sheets): Adds one 520-sheet paper tray, one 867-sheet paper tray and one 1,133-sheet paper tray; Size: 8.5 x 11 in. / A4 Optional High Capacity Feeder (HCF): 2,000 sheets; Size 8.5 x 11 in. / A4 long edge feed Envelope Tray: Up to 60 envelopes: #10 commercial, Monarch, DL, C5, custom, Large U.S. Postcard, A6				
Paper output/ finishing	Standard Dual Offset Catch Tray: 250-sheets each Face up Tray: 100 sheets Optional Office Finisher LX: 2,000-sheet stacker, 50 sheets stapled, 2-position stapling, optional hole-punch, optional booklet maker (score, saddle stitch) Integrated Office Finisher (optional with 7525/7530/7535): 500-sheet stacker, 50 sheets stapled, single-position stapling Professional Finisher: 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and hole punch, saddle-stitch booklet maker, V-Fold Convenience Stapler: staples 50-sheets (based on 20 lb. bond), includes Work Surface				
Copy	13.2 seconds color / 11.1 seconds black-and-white	10.9 seconds color / 8.7 seconds black-and-white	11.0 seconds color / 8.6 seconds black-and-white	7.8 seconds color / 6.6 seconds black-and-white	7.2 seconds color / 5.8 seconds black-and-white
Copy output resolution	1200 x 2400 dpi				
Copy features	Automatic two-sided, Automatic reduction/enlargement, Color touch screen interface, Electronic pre-collation, Automatic tray selection, Build Job, Negative/Mirror Image, Booklet creation, Multi-up, Covers and dividers insertion, Sample set, Book copying, Edge erase, Single color, Repeat image, Mixed size originals, Image shift, Store and recall job programming, Annotation, Large job interrupt, Transparencies, Bates stamping, Color presets				
Print	Resolution (max) Up to 1200 x 2400 image quality				
Processor	1.5 GHz				
Memory (std / max)	2GB system plus 1GB page memory				
Connectivity	10/100/1000BaseT Ethernet, High-Speed USB 2.0 direct print, Wireless Ethernet 802.11b (via third-party adapters)				
Page description languages (standard)	Adobe® PostScript® 3™, PDF, XML Paper Specification (XPS), PCL® 5c / PCL 6 emulations, HP-GL™				
Hard drive	160 GB				
Print features	Print from USB, Automatic two-sided, Secure Print, Delay print, Earth Smart, Job Identification, Sample set, Booklet creation, Cover selection, Inserts and exception pages, Paper selection by attribute, N-up, Watermarks, Banner sheets, Fit to new paper size, Transparency Separators, Output tray selection, Image quality, Toner Saver, Store and recall driver settings, Reduce/enlarge, Mirror image, Bi-directional status, Scaling, Overlays, Print to Fax (requires optional Fax kit), Rotate image, Job Monitoring				
Fax	Standard Internet Fax, Network Server Fax enablement, print on fax up to 11 x 17 in. / A3, Fax Build Job Optional Fax Forward to Email or SMB, Walk-up Fax (one-line and two-line options, includes LAN Fax), Various Xerox Business Innovation Partner Solutions				
Scan	Standard Scan to Network, Scan to Email, Scan to Folder, Scan to SMB or FTP, Text searchable PDF, PDF/A, XPS, Linearized PDF, JPEG, TIFF, Scan to USB memory device Optional Xerox Scan to PC Desktop®, Various Xerox Business Innovation Partner Solutions, SMARTsend®, Nuance eCopy® ShareScan® 5.0, Xerox SmartDocument Travel®				
Accounting	Xerox Standard Accounting (Copy, Print, Scan, Fax, Email), Additional Network Accounting options available, Various Xerox Business Innovation Partner Solutions				
Security	Standard Secure Print, Authentication with NDS/LDAP/Kerberos/SMB, Hard disk overwrite security, Password Protected PDF, 256 bit Hard Disk Encryption, FIPS 140-2 Encryption, Encrypted Email (only via CAC), IPsec, 802.1X, SNMP v3.0, Common Criteria Certified* Optional Xerox Secure Access Unified ID System®, USB card reader, Common Access Card Enablement Kit				
Operating Systems	Windows XP/Server 2003/Server 2008/Vista/7; Mac OS 10.4-10.6; AIX 5; HP UX 11, 11i; Solaris 9,10; Linux Fedora Core 1-7; Red Hat ES4; SUSE 10.x				
Other Options	EFI Fiery Network Controller, Work Surface (Included with Convenience Stapler), Foreign Device Interface, Xerox Copier Assistant®, Unicode Font Kit, Xerox Mobile Print Solution				

* Certification pending



For more information, call 1-800-ASK-XEROX or visit us at www.xerox.com/office



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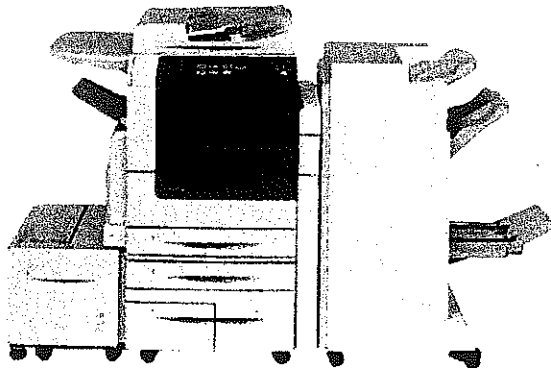


Field Test Report

A BLI Document Imaging Device Assessment | OCTOBER 2010

Xerox WorkCentre 7556

Business Color Device
50 PPM Color / 55 PPM Black
Copy · Print · Fax · Scan



Overall Rating	★★★★★
Value	★★★★★
Ease of Use.....	★★★★★
Black Copy Productivity	★★★★☆
Color Copy Productivity	★★★★★
Black Print Productivity	★★★★★
Color Print Productivity.....	★★★★★
Black Image Quality	★★★★★
Color Image Quality	★★★★★
Multitasking.....	Lab Test Report Only
Utilities	Lab Test Report Only
Reliability.....	Lab Test Report Only
Feedback to Workstations	Lab Test Report Only
Toner Yield/Costs per Page.....	Lab Test Report Only

BLI RECOMMENDATION

Targeted at mid-size to large workgroups and departments, the Xerox WorkCentre 7556 was a stand-out performer in BLI's field test. Offering rated speeds of 50 ppm in color and 55 ppm in black, the unit proved to be highly productive in BLI's battery of speed tests. In addition, the unit offers very good ease of use overall, and employs user-replaceable drums, fuser and waste toner tank to minimize downtime. As tested with the Xerox print controller, the WorkCentre 7556 produced excellent image quality in both modes, while a Fiery print controller is optional for users with more exacting needs. The WorkCentre 7556 is also noteworthy for its compact footprint, low price and robust security measures, including customization of user permissions by application. It also features a BPO button, which enables joint Xerox/ACS customers to communicate with ACS with a few touches at the control panel. While paper capacities are below average when compared with competitive models, the WorkCentre 7556's strengths far outweigh its weaknesses and the unit has earned BLI's rarely awarded overall rating of Five Stars.

Ratings are based upon a five-star system where five is the best.

Suggested retail price: \$23,199 base unit. (Complete specifications information for this unit, including pricing for accessories and options, is available through blIQ, at www.buyerslab.com/blIQ.)

Testing method: The unit's copy/print capabilities were tested using a Windows XP workstation, connected via a gigabit Ethernet switch with CAT-5E Ethernet cables, the Xerox print controller and the PCL and PostScript 3 drivers.



Xerox WorkCentre 7556

Free Reviews & More!

Get unlimited access to detailed reports on hundreds of products tested in our independent labs

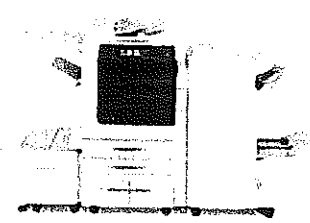
► **Product Details**

- First Look
- Competitive Side-by-Side
- Specification Guide
- Field Test Report
- OEM Product Sheet
- OEM Product Sheet
- OEM Specifications
- OEM Press Release
- OEM User's Guide
- [Learn More](#)

Get Started Now

Full-color copier, MF
 50 ppm color/55 ppm black

COPY PRINT SCAN FAX



SRP/Street Price	\$23,199/None
Domestic Intro Date	October 2010
Maximum Monthly Duty Cycle	300,000 impressions
Standard Paper Sources	Dual drawer
Standard Paper Capacity	520/520 sheets
Paper Weights	16-lb bond to 140-lb index
Bypass/Paper Weights	100-sheet/16-lb bond to 110-lb cover
Maximum Paper Sources/Capacity	6/5,140 sheets
Maximum Output Size	12.6 x 19
Duplex	Auto (1:2,2:2,2:1)
Document Feeder	Std RADF
Capacity	110 orig

EXHIBIT "F"

**Master Service Agreement (RFP/Contract #1715)
with Western States Contracting Alliance,
Acting by and through the State of Nevada,
dated September 15, 2009**

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
(WSCA) Acting by and through the State of Nevada

Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Lyn Callison
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and

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Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. **DEFINITIONS.** "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP 1715 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This contract shall be effective from June 1, 2009, upon execution by the State of Nevada on behalf of the Western States Contracting Alliance, sales may not be placed until the start date set by a participation state in its Participation Addendum, to June 30, 2012 with the option to extend for two (2) one (1) year terms, unless sooner terminated by either party as specified in paragraph (21).

4. CANCELLATION OF CONTRACT; NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the 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 any Participating State 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.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

- ATTACHMENT AA: SOLICITATION # 1715 (Scope of Work) and AMENDMENT 1;
- ATTACHMENT BB: SERVICE LEVEL AGREEMENT (SLA)
- ATTACHMENT CC WSCA FORMS INCLUDING ADDENDUM 1
- ATTACHMENT DD: CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment DD; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. BID SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. CONSIDERATION. The parties agree that Contractor will provide the product services specified in paragraph (5) at a cost of \$ Various Rates for Groups A through E per Attachment DD, Contractors Response. Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

a. WSCA Administrative Fee. The Contractor will remit to the WSCA a WSCA Administrative Fee in the amount of one half of one percent (.5%) of the total sales from this contract made payable to the "Western States Contracting Alliance". A statement verifying the total sales amount, incorporated herein as part of Attachment CC, must accompany the remittance. This remittance will be due not later than 30 days after the last day of each calendar quarter.

12. PAYMENT. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State, incorporated herein as part of Attachment CC.

17. DELIVERY. The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. 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. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection,

examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or

2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis.

Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
 - \$2,000,000.00** General Aggregate
 - \$1,000,000.00** Products & Completed Operations Aggregate
 - \$1,000,000.00** Personal and Advertising Injury
 - \$1,000,000.00** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$1,000,000.00**. Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived**. Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$Waived**. Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Lead State identified on page one of the contract.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license,

authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:

a. Contractor certifies, by signing this contract, 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. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. NON-COLLUSION. Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. Uniform Commercial Code. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.

b. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

c. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multcentury formulas and data values and date data interface values that reflect the century.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

41. INDEPENDENT CONTRACTOR. 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.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. 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 agency.

44. GOVERNING LAW: JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. 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 State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Frank M. McHale
Signature

4-17-09 Regional Vice President
Date Title

Greg Smith
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On 4/23/09
(Date)

Approved as to form by:

John D. Thomas
Deputy Attorney General for Attorney General

On 23 Apr 09
(Date)

AMENDMENT #2 TO CONTRACT
MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance (WSCA)
Acting by and through the State of Nevada (State)

Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701

Contact: Shannon Berry, Assistant Chief Procurement Officer
Telephone: (775) 684-0171 • Fax: (775) 684-0188

and

Xerox Corporation
77 Glen Carran Circle
Sparks NV 89431

Contact: Annie Van Gilder, WSCA Contract Consultant
Telephone: (480) 588-8313 • Fax: (480) 200-6162

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal # 1715 and dated June 1, 2009, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. This amendment is to extend the contract term for an additional two years through June 30, 2014.

Current Contract Language:

3. **CONTRACT TERM.** This contract shall be effective from June 1, 2009, upon execution by the State of Nevada on behalf of the Western States Contracting Alliance, sales may not be placed until the start date set by a participation state in its Participation Addendum, to June 30, 2012 with the option to extend for two (2) one (1) year terms, unless sooner terminated by either party as specified in paragraph (21).

Amended Contract Language:

3. **CONTRACT TERM.** This contract shall be effective from June 1, 2009, upon execution by the State of Nevada on behalf of the Western States Contracting Alliance, sales may not be placed until the start date set by a participation state in its Participation Addendum, to June 30, 2014, unless sooner terminated by either party as specified in paragraph (21).

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Dawn Dutherland 5/21/12
Independent Contractor's Signature Date

Vice President Finance
Independent's Contractor's Title

Greg Smith 6-14-12
Greg Smith Date

State of Nevada Purchasing Division Administrator
Title

APPROVED BY WSCA BOARD OF DIRECTORS

On *6/11/2012*
(Date)

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On 6 Jun 12
(Date)

EXHIBIT "G"

Exhibits to the Agreement

ATTACHMENT AA

The State of Nevada Purchasing Division
on behalf of the Western States Contracting Alliance (WSCA)
Request For Proposal No. 1715
for
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Release Date: December 3, 2008



**The State of Nevada Purchasing Division
on behalf of the Western States Contracting Alliance (WSCA)**

Request For Proposal No. 1715
for

MULTIFUNCTION COPIERS AND RELATED SOFTWARE

Release Date: **December 3, 2008**
Deadline for Submission and Opening Date and Time: **February 4, 2009 @ 2:00 p.m.**

For additional information, please contact:
Lyn Callison, Purchasing Officer
(775) 684-0198
(TTY for the Deaf or Hard of Hearing: 1-800-326-6868
Ask the relay agent to dial 1-775-684-0198/V.)

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

See Page 35, for instructions on submitting proposals.

Contact Information

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

E-Mail Address: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

Contact Person _____

Print Name & Title _____

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP, except Section 4. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT / SCOPE OF WORK

- 1.1 The State of Nevada, Purchasing Division on behalf of the Western States Contracting Alliance (WSCA) is seeking qualified manufacturers to provide multifunction copiers and related software for all WSCA and other Participating States.
- 1.2 This RFP and subsequent contract will include five groupings of multifunction copiers as well as software bundles that enable and enhance the multifunction capabilities of the copiers. The groupings of these copiers are:
 - Group A – Convenience Black and White Copiers
 - Group B – Convenience Hybrid Copiers
 - Group C – Production Black and White Copiers
 - Group D – Production Color Copiers
 - Group E – Wide Format Copiers

In addition to these groupings, there are segments within each grouping to denote the minimum speed for the equipment requested.

- 1.3 The anticipated contract award will be a limited multiple award with Groups A and B being awarded collectively and all other groups being awarded individually.
- 1.4 The scope of the project is multifunction copier and software sales and service throughout the Lead State and the additional states indicating interest in participating in an eventual contract. The solicitation and eventual awards have been limited to manufacturers of copiers (including private labeled copiers) due to the complexity of this program and geographic diversity.
- 1.5 The purpose of this RFP is to provide a single multifunction copier and related software contract for multiple states. As the Participating States have widely varying needs, this RFP has been designed to encompass all of these needs. As each state signs their Participating Addendum, it is the intention that they will select the options that best suit their needs.
- 1.6 The process for this solicitation and eventual contract is as follows, with the corresponding section in parenthesis:
 - 1.6.1 The RFP will be drafted and issued by the State of Nevada;
 - 1.6.2 The RFP process will governed by the Laws and Codes of the State of Nevada (sections 10, 11 and Attachment E);
 - 1.6.3 A recommendation of award will be issued by the State of Nevada, based on the Evaluation Committee's results, to the WSCA Directors;

- 1.6.4 If approved, the Master Service Agreement will be executed (Attachment C) by the Successful Vendors and the State of Nevada;
- 1.6.5 Each State must then execute a Participating Addendum with any unique Terms and Conditions (Attachment F and portions of Section 11).
- 1.7 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:
- Demonstrated competence/experience in performance of comparable engagements
 - Technological merits
 - Environmental and accessibility merits
 - Ability to service the contract.
 - All-encompassing approach to proposed equipment, software and services
 - Conformance with the requirements, terms and conditions of this RFP
 - Pricing
- Note: Financial stability will be scored on a pass/fail basis
- In accordance with NRS §333.335 (4), the relative weights of each factor may not be disclosed prior to the deadline for submission.
- 1.8 The contract period shall be for three (3) years with the option to extend for two (2) one (1) year terms provided there are no changes in terms, the awardees agree to the extension and the extension is in best interest of the State (NRS 333.280) and other Participating States.
- 1.9 Apart from the Lead State conducting the solicitation, the states indicated in Attachment F have indicated their intent to participate and, except where specified or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. This Solicitation includes any significant state-specific provisions required by the laws, regulations, or procurement practices of these state(s).
- 1.10 Additional states may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.
- 1.11 A Participating State may evaluate and select a vendor for award in more limited geographical areas where judged to be in the best interests of the state or states involved. Administration of any such award(s) will be done by the Participating State(s) involved unless the awarded contract includes the Lead State in its geographical area.
- 1.12 WSCA, Participating States, and Purchasing Entities reserve the right to competitively solicit additional sources for commodities during the contract term, where deemed to be in the best interests of the state(s) or entities involved. Further, Participating States may have existing awards for commodities within the scope of this solicitation.
- 1.13 Any Participating State reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State. Additionally, an Award under any subsequent contract does authorize the awardee

to conduct sales in any state without an authorizing Participating Addendum for that awardee.

- 1.14 Use of any resultant contract(s) is permissive unless otherwise indicated in the State's Participating Addendum.
- 1.15 As part of the evaluation, a short list process will be utilized. The short listed vendor shall be determined via a preliminary evaluation based on the criteria listed in section 10.1 of this RFP.
- 1.16 The successful vendor will remit to the WSCA Contract Manager a WSCA Administrative Fee in the amount of one half of one percent (.5%) of the total sales from this contract made payable to the "Western States Contracting Alliance".
 - 1.16.1 The WSCA Administrative Fee is to be included in the bid price.
 - 1.16.2 A statement verifying the total sales amount must accompany the remittance. This remittance will be due not later than 30 days after the last day of each calendar quarter.
 - 1.16.3 In addition to the WSCA Administrative Fee, some Participating States may require an additional administration fee. This State specific administration fee shall be added to the WSCA contract price via the State Participating Addendum.
- 1.17 Ascher Group Consulting –WSCA has contracted with the consulting firm of the Ascher Group to aid in this RFP process.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. See NRS §333.020(5)(b).
Division	Nevada Department of Administration, Purchasing Division.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
Lead State	The State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.
May	Indicates something that is not mandatory but permissive.

NAC	Nevada Administrative Code
Nevada	The Lead State for the purpose of this RFP
NRS	Nevada Revised Statutes
NOA	Notice of Award - formal notification of the State's decision to award a contract, pending Examiners' approval of said contract, any non-confidential information becomes available upon written request.
Participating State	State(s) that have indicated an intent to participate or who have executed a Participating Addendum.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal or included in a particular contract.
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
Shall/Must/Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
State	The State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.
Subcontractor	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
Successful Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
Trade Secret	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person

who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Vendor

Organization/individual submitting a proposal in response to this RFP.

WSCA

The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.

3. PROJECT DEFINITIONS

The following definitions apply to this Request for Proposals (RFP) and any subsequent contracts.

- 3.1 **Accessory** – Any item that may be added to the base marking engine.
- 3.2 **Authorized Dealer (“dealer”)** – Authorized dealer (hereafter referred to as “dealer”) will be defined as a manufacturer’s authorized sales and service center that must be certified by the manufacturer to sell the manufacturer’s products; perform machine installation and maintenance on machines offered by the manufacturer at the time of bid. A Customer must be able to, at a minimum, be able to visit the sales and service center to view and test models.
- 3.3 **Cancelable Rental** - A cancelable rental shall meet the financial requirements of an Operational Lease but shall be cancelable given 30 days written notice to the Successful Vendor at any point during the rental term with or without penalty.
- 3.4 **Capital Lease** - A capital lease is classified by the Customer as a purchase and must meet one or more of the following criteria:
 - 3.4.1 The lease term is greater than 75% of the property's estimated economic life;
 - 3.4.2 The lease contains an option to purchase the property for less than fair market value;
 - 3.4.3 Ownership of the property is transferred to the Customer at the end of the lease term;
 - 3.4.4 Or the present value of the lease payments exceeds 90% of the fair market value of the property;

3.4.5 Such leases shall be subject to monthly payment reduction by the Successful Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Successful Vendor.

3.5 **Equipment Downtime** – Equipment downtime will be defined as the period of time a piece of equipment is waiting for service to be completed. This time starts with the original service call into the dealer or manufacturer and ends once all repairs, part installations, equipment modifications and equipment configuration changes have been completed and the equipment functions in accordance with manufacturer published specifications.

3.6 **Equipment Functions and Options** – The following definitions shall prevail for the various copier functions and options:

3.6.1 **Automatic Document Feeder (ADF)** – An accessory that “holds a stack of originals and feeds them automatically, one at a time to the exposure glass for scanning/copying.” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide.*

3.6.2 **Automatic Exposure Selection (AES)** – “The exposure is adjusted automatically when copying from originals with different background shadings.” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide.*

3.6.3 **Automatic Magnification Selection (AMS)** – “After detecting the correct size of each original document, the copier automatically calculates the correct magnification (zoom) ratio to fit the paper size selected by the operator.” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide.*

3.6.4 **Automatic Paper Selection (APS)** – “A built-on sensor detects the size of the original and the copier selects the proper paper size.” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide.*

3.6.5 **Automatic Tray Switching (ATS)** – “A feature that enables a copier to automatically switch from a depleted paper source to another in the midst of a copy job, effectively increasing overall productivity.” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide.*

3.6.6 **Automatic Start (AS)** – “Copiers with this feature may be programmed for a job by the user before the copier is warmed up. Once programming is complete, the user presses the print (start) button and the machine automatically begins copying after warm-up temperature is attained.” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide.*

3.6.7 **Base Cabinet** – A base cabinet is utilized for a console device in order to utilize the device as a standalone unit (resting on the floor) instead of a paper-feed unit.

3.6.8 **Paper-Feed Units** – “Expands the paper capacity by providing two or more additional paper sources (cassettes, drawer or trays).” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide.* Additionally, paper-feed units act as a

support for base units to utilize the device as a standalone unit (resting on the floor) instead of a base cabinet. For Segments 2 (console), 3 and 4, the paper-feed units include a minimum of two (2) paper cassettes, drawers or trays.

- 3.6.9 **Bypass Paper Supply** – “A side opening tray into which copying materials” (*Buyers Laboratory Inc., 2003 Multifunction Specification Guide*) may be inserted for the use of copying onto. A bypass paper supply will be configured for multiple sheets of copying material.
- 3.6.10 **Data Security Kit** – The kits and software required to enable the encryption of all data written to the hard drive.
- 3.6.11 **Finisher** – An accessory “that delivers finished (stapled) sets into an offset catch tray(s).” – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide*. Additionally, finishers are subdivided into the following classifications:
 - 3.6.11.1 **Advanced Finisher** – A finisher that is free standing from the output device, offers at a minimum 50 page multi position stapling capacity and can be configured with any combination of three-hole punching and saddle stitch finishing (booklet making).
 - 3.6.11.2 **Basic Office Finisher** – A finisher that is free standing from the output device and offers at a minimum, 50 page stapling capacity.
 - 3.6.11.3 **Internal/Wing Finisher** – A finisher that either is internal to the device or is an attachment to the output side of the device and offers at a minimum, 25 page stapling capacity. Wing finishers are not free standing by original manufacturing design and rely on the output device for support.
- 3.6.12 **Hard Drive Security Kit** – The parts and software required to enable US Department of Defense (DoD) standards for data overwrite.
- 3.6.13 **Large Capacity Tray (LCT)** – “A paper source capable of handling more than 1,000 sheets of paper”. – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide*. An LCT is external to the main output unit.
- 3.6.14 **Margin Shift** – “The ability of a machine to shift the image to the right or left, on the front, back or both sides of the copy, to allow for binding or three-hole punching. – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide*.
- 3.6.15 **Network Connectivity Kit** – All parts, boards and software (internal to the machine) to sufficiently enable the copier to network print, scan to network folder, scan to e-mail (including server based or POP3) and scan to desktop.
- 3.6.16 **Network Security Kit** – All necessary parts and software to enable encrypted communications between print drivers and a copier including any necessary specialized print drivers
- 3.6.17 **Post Process Insertion Unit** – An accessory that allows for the insertion of substrates without requiring the material to be fused.

3.6.18 **Reversing Automatic Document Feeders (RADF)** – A feeder that performs the same functions as an ADF with the added capability to automatically invert (turn) a two-sided original to copy material off of both sides.

3.6.19 **Scan Speed** – The speed a device scans originals through the document feeder at 600 x 600 DPI resolution or better.

3.7 **Engineering Drawing Sizes** –The following engineering drawing sizes will be utilized:

U.S. Customary Drawing Sizes	
A	8.5" x 11"
B	11" x 17"
C	17" x 22"
D	22" x 34"
E	34" x 44"

3.8 **Fair Market Value Lease/Operational Lease/Non-Cancelable Rental** – For financial accounting purposes, a lease for equipment in any resulting contract is one which:

3.8.1 Does not meet the criteria of a finance lease as defined by SSAP 21. Risk and rewards of ownership lie with the Successful Vendor and/or;

3.8.2 The Customer cannot be liable for any residual risks associated with the assets and/or;

3.8.3 An operating lease is accounted for by the Customer without showing an asset (for the equipment) or a liability (for the lease payment obligations) on its balance sheet and/or;

3.8.4 Periodic payments are accounted for by the Customer as operating expenses of the period.

In addition to these definitions, the three financing types, fair market value lease/operational lease/non-cancelable rental are subject to the following definitions:

3.8.5 **Fair Market Value Lease** – All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Successful Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Successful Vendor.

3.8.6 **Operational Lease** – All operational leases shall have an end of term buyout to own value that is determined prior to the lease inception, although this value may or may not be disclosed by the Successful Vendor, based on a fixed dollar amount