



City Council
Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/rt/4910662329263871245>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

July 1, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

5.a. Approval of the Minutes for the June 17, 2020, Special Meeting.

Recommended Action: Approve the Minutes of June 17, 2020, Special Meeting, as submitted.

Attachments:

1. 2020-06-17 Draft Minutes - Joint UVFD & CC Mtg

5.b. Approval of the Minutes for the June 17, 2020, Regular Meeting.

Recommended Action: Approve the Minutes of June 17, 2020, Regular Meeting, as submitted.

Attachments:

1. 2020-06-17 Draft Minutes

5.c. Approval of the Minutes for the June 18, 2020, Special Meeting.

Recommended Action: Approve the Minutes of June 18, 2020, Special Meeting, as submitted.

Attachments:

1. 2020-06-18 Draft Minutes - Budget Hearing

6. RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

7. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- 7.a. Authorize the City Manager to Execute an Agreement with Psomas for Land Surveyor Services in an Amount of \$55,410.40.

Recommended Action: Authorize the City Manager to execute an agreement with Psomas for Land Surveyor Service in an amount of \$55,410.40, and approve corresponding budget amendment.

Attachments:

1. Proposal to City of Ukiah for L and P and Annexation Services 061820-MJ-LEC-R4

- 7.b. Approval and Adoption of Resolution Amending and Extending Memoranda of Understanding with Employee Bargaining Units.

Recommended Action: Adopt a resolution approving the amendment and extension of Memoranda of Understanding between the City of Ukiah and employee bargaining units.

Attachments:

1. Letter to Employee Bargaining Units from City Manager
2. Fire Unit MOU Amendment and Extension
3. OE3 Water Utilities and Mechanics Unit MOU Amendment and Extension
4. OE3 Administrative and Maintenance Unit MOU Amendment and Extension
5. Resolution to Amend and Extend MOUs 2018-2022

- 7.c. Approve Change Order to Purchase Order #46601 to Vaughan's Industrial Repair Inc. to Rebuild two (2) Fairbanks Morse 10" VTSH Pumps for the Amount of \$46,634 Plus Tax.

Recommended Action: Approve Change Order to Purchase Order #46601 to Vaughan's Industrial Repair Inc. to rebuild two (2) Fairbanks Morse 10" VTSH pumps for the amount of \$46,634 plus tax.

Attachments:

1. Vaughan's Pump Quote SN506924 6-18-20
2. Vaughan's Pump Quote SN1362432 6-18-20
3. PO 46601

- 7.d. Receive Annual Report of Boards and Commission Term Expirations and Vacancies.

Recommended Action: Receive the report.

Attachments:

1. Resolution 2014-48
2. Board and Commission Terms and Vacancies - rev 6-29-20

- 7.e. Authorize the City Manager to Execute a Contract Amendment with Wagner and Bonsignore for Water Rights Consulting Services in an Amount of \$40,000.

Recommended Action: Authorize the City Manager to execute a contract amendment with Wagner and Bonsignore for Water Rights Consulting Services in an amount of \$40,000.

Attachments:

1. WS Change Petition Scope

- 7.f. Consideration of Approval of a Refund to the Federal Aviation Administration (FAA) in the Amount of \$29,067 for the Airport Improvement Program (AIP) Grant 16 Funds, Due to an FAA Clerical Error.

Recommended Action:

Approve refund to the Federal Aviation Administration (FAA) of \$29,067, for the Airport Improvement Program (AIP) Grant 16 Funds.

Attachments:

1. Reimbursable Agreement
2. FAA Signed Grant Offer
3. September 4, 2019, Staff Report
4. Letter from FAA

- 7.g. Authorize the City Manager to Negotiate and Execute a Multi-function Copier Lease and Maintenance Contract with Xerox for the Replacement of the Existing Machines.

Recommended Action: Authorize the City Manager to negotiate and execute a multi-function copier lease and maintenance contract with Xerox for the replacement of the existing multi-function copy machines.

Attachments:

1. Contract 1415162
2. Pricing Comparison
3. ESC Coop

- 7.h. Award Contract to C.V. Larsen Co. in the Amount of \$526,500 for the PZ2S Water Tank Replacement Project, Specification No. 20-02, Revision 1, and Approval of Corresponding Budget Amendment.

Recommended Action: Award contract to C.V. Larsen Co. in the amount of \$526,500 for the PZ2S Water Tank Replacement Project, Specification No. 20-02 Revision 1, and approve corresponding budget amendment.

Attachments:

1. Bid Tab - PZ2S Tank Replacement Project
2. Bid from CV Larsen Co.

7.i. Adoption of Amended Sewer Charges Ordinance.

Recommended Action: Adopt amended sewer charges ordinance.

Attachments:

1. Ukiah 2020 Joint Sewer Rate Study Final Report 4.24.20
2. 2020-05-12 Utility Rate Increase Protest Letter - Marsha Lieberman
3. Ukiah City Sewer Rate Public Hearing June 17
4. 2020-2025 Rates Resolution rev 6-16-20
5. Sewer Rate Ordinance Amendments

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

- 11.a. Public Hearing on Financing Documentation for Facilities Acquisition, Enhancement, and Repair of Recently Acquired Property at 501 South State Street and Other Facilities (Recommended to be continued to a date certain of August 5, 2020).

Recommended Action: Continue the agenda item to a time/date certain on August 5, 2020, at 6:15 PM to conduct a public hearing on financing documentation for facility acquisition and improvements.

Attachments: None

12. UNFINISHED BUSINESS

- 12.a. Approval of Agreement to Continue Registered Municipal Financial Advisory, Continuing Disclosure, Debt Issuance, and General Financial Consultancy Services with NHA Advisors.

Recommended Action: Approve and authorize the City Manager or designee to negotiate final terms with NHA Advisors and execute an agreement for continued financial advisory services.

Attachments:

1. NHA Advisors, Ukiah 2020 Scope of Work and Fee Schedule

- 12.b. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Attachments: None

- 12.c. Consider Request for Continuing Funding, in the Amount of \$50,000.00, for the Ongoing Potter Valley Project Licensing Efforts by the Mendocino County Inland Water and Power Commission.

Recommended Action: Approve request for continuing funding, in the amount of \$50,000.00, for the ongoing Potter Valley Project Licensing Efforts by the Mendocino County Inland Water and Power Commission.

Attachments: None

13. **NEW BUSINESS**

- 13.a. Award Contract to Excergy for Project Management Services in the Amount of \$143,131 for the Selection and Implementation of a Utility Billing Customer Information System, Authorize the City Manager to Negotiate and Execute an Agreement, and Approve Corresponding Budget Amendment.

Recommended Action: Award contract to Excergy for Project Management Services for the selection and implementation of a Utility Billing Customer Information System, authorize the City Manager to negotiate and execute an agreement, and approve corresponding budget amendment.

Attachments:

1. RFP with Addenda
2. Proposal Evaluation Summary CIS PM
3. Excergy Proposal Ukiah CIS PM_2020_04_29

- 13.b. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2020 City Council Special Assignments

- 13.c. Consideration of a Resolution Approving Service Level Changes Due to Economic Impacts Related to COVID-19 Pandemic and Other Service Level Reductions.

Recommended Action: Adopt a resolution approving service level changes due to economic impacts related to COVID-19 pandemic and other service level reductions.

Attachments: None

14. **CLOSED SESSION - CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING**

- 14.a. **Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d))

A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)

B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

Recommended Action: Confer in Closed Session

Attachments: None

- 14.b. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d))Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(1) (Number of potential case: 1)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200
Recommended Action: Confer in Closed Session
Attachments: None
- 14.d. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov’t Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUk- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 14.e. **Conference with Real Property Negotiators**
(Cal. Gov’t Code Section 54956.8)
Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Dave Hull and Ric Piffero
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
Recommended Action: Confer in Closed Session
Attachments: None

15. **ADJOURNMENT**

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Signed: Kristine Lawler, City Clerk
Dated: 6/26/2020

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting**

<https://attendee.gotowebinar.com/rt/7799907307071655437>

**June 17, 2020
5:00 p.m.**

Joint Meeting with the Ukiah Valley Fire District

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Joint Meeting with the Ukiah Valley Fire District on June 17, 2020, having been legally noticed on June 12, 2020. Mayor Crane called the meeting to order at 5:35 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

Ukiah Valley Fire District (UVFD) Board Present: Jenifer Bazzani, Peter Bushby, Allen Cherry, and David B. Haas. **UVFD Board Absent by Prearrangement:** Michael Graham, **UVFD Staff Present:** Doug Hutchison, Fire Chief.

MAYOR CRANE AND PRESIDENT HAAS PRESIDING.

The Pledge of Allegiance was led by Director Cherry.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

3. UNFINISHED BUSINESS

a. Discussion and Possible Action on Options for Increasing Fire Authority Revenues and Consideration of a Resolution approving an Amended and Restated Agreement for shared management of Fire Departments between the City of Ukiah and Ukiah Valley Fire District.

Presenters: Doug Hutchison, Fire Chief and Dan Buffalo, Finance Director.

Motion/Second: Brown/Mulheren to approve and direct staff to begin the process of fire service annexation. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

UVFD Motion Taken: Motion by Director Cherry, seconded by Director Bushby to approve and direct staff to begin the process of fire service annexation. Motion **carried** by the following roll call votes: AYES: Bazzani, Bushby, Cherry, and Haas. NOES: None. ABSENT: Graham. ABSTAIN: None.

UVFD Motion Taken: Motion by Director Cherry, seconded by Director Bushby to adopt resolution approving an Amended and Restated Agreement for shared management of Fire Departments between the City of Ukiah and Ukiah Valley Fire District. Motion **carried** by the following roll call votes: AYES: Bazzani, Bushby, Cherry, and Haas. NOES: None. ABSENT: Graham. ABSTAIN: None.

Motion/Second: Brown/Mulheren to adopt resolution (2020-33) approving an Amended and Restated Agreement (COU No. 1718-098-A1) for shared management of Fire Departments between the City of Ukiah and Ukiah Valley Fire District. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

4. **NEW BUSINESS**

5. **ADJOURNMENT**

There being no further business, the meeting adjourned at 6:18 p.m.

Kristine Lawler, City Clerk

DRAFT

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting**

<https://attendee.gotowebinar.com/rt/7799907307071655437>

**June 17, 2020
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on June 17, 2020, having been legally noticed on June 12, 2020. Mayor Crane called the meeting to order at 6:22 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Mulheren.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the Minutes for the June 3, 2020, Regular Meeting Minutes

Motion/Second: Mulheren/Brown to approve Minutes of June 3, 2020, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Report Purchase of Pump Spare Parts for the Waste Water Treatment Plant from Rockwell Solutions, Inc. of Newport Coast, CA in the Total Amount of \$22,671.60 – *Water Resources*.
- b. Authorize the City Manager to Sign FAA CARES Act Grant Offer, Grant No. 3-06-0268-017-2020 (COU No. 1920-261) for the Ukiah Municipal Airport in the Amount of \$30,000 – *Airport*.
- c. Notification of Publishing Services Agreement (COU No. 1920-262) by Ukiah Daily Journal for Fiscal Year 2020/2021, in the Amount of \$6.25 per Column Inch for the First Insertion and \$4.26 per Column Inch for Each Subsequent Insertion of the Same Advertisement – *City Clerk*.
- d. Award Contract (COU No. 1920-263) for Specification 20-06 Thomas Plaza Improvement Project to Diamond D Construction, LLC of Ukiah, Ca in the Amount of \$120,946.20 – *Electric Utility*.
- e. Approve Amending the Budget for Community Development Department, Building Division for Contractual Services – *Community Development.1718-*

- f. Notice of Contract (COU No. 1920-260) Award and Approval for Specialized Legal Services Related to the California Environmental Quality Act with the Pioneer Law Group – *City Attorney*.

Motion/Second: Brown/Mulheren to approve Consent Calendar Items 7a-7f, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

8. **AUDIENCE COMMENTS ON NON-AGENDA ITEMS**

9. **COUNCIL REPORTS**

Presenters: Councilmembers Mulheren and Scalmanini.

10. **CITY MANAGER/CITY CLERK REPORTS**

No reports were received.

11. **PUBLIC HEARINGS (6:15 PM)**

- a. **Annual Review of Community Services Department Fees Including Recreation Programs, Sports Fields, Parks, Municipal Pools, Ukiah Valley Conference Center, and the Grace Hudson Museum.**

Presenter: Jake Burgess, Recreation Supervisor.

PUBLIC HEARING OPENED AT 6:35 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:35 P.M.

Motion/Second: Brown/Mulheren to approve the current user fee schedule for Community Services Department Facilities, Programs, and Services. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

- b. **Wastewater Rate Protest Hearing, Adoption of Sewer Rate Resolution, and Introduction by Title Only of Amended Sewer Charges Ordinance.**

Presenters: Sean White, Water Resources Director; Dan Buffalo, Finance Director; and Mark Hildebrand, Hildebrand Consulting.

PUBLIC HEARING OPENED AT 6:59 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 7:00 P.M.

Motion/Second: Brown/Scalmanini to adopt the associated resolution (2020-34) implementing those rate adjustment effective October 1, 2020. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Brown/Scalmanini to introduce ordinance by title only. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

City Clerk, Kristine Lawler, read the following Ordinance title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 4, CHAPTER 2, ARTICLE 8 OF THE UKIAH CITY CODE, ENTITLED: SEWER CHARGES

Motion/Second: Brown/Scalmanini to introduce the sewer charges ordinance amendment. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

12. UNFINISHED BUSINESS

a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

Presenters: Tami Bartolomei, Office of Emergency Services Coordinator and Sage Sangiacomo, City Manager.

Reports were received.

b. Receive Report Regarding Third Party Review of the Electric Utility's Wildfire Mitigation Plan (WMP) in Response to Senate Bill 901.

Presenter: Cindy Sauers, Assistant Electric Utility Director.

Report was received.

13. NEW BUSINESS

a. Presentation and Preliminary Read, Review, and Discussion of Draft Administrative Report on Water Rate Analysis for the City of Ukiah; and Consideration of Water Rates for the City of Ukiah.

Presenters: Sean White, Water Resources Director and Bob Reed, The Reed Group.

Motion/Second: Brown/Crane to direct staff to initiate the Prop 218 process to adjust water rates annually for a five-year period, effective October 1, 2020. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

b. Council to Receive Status Report and Consider Approval of the 2020/2021 Capital Improvement Plan for the Ukiah Municipal Golf Course operated by Tayman Park Golf Group, Inc.

Presenters: Maya Simerson, Interim Community Services Administrator and Frank Johnson, Tayman Park Golf Group.

Motion/Second: Mulheren/Scalmanini to approve the 2020/2021 Capital Improvement Plans for the Ukiah Municipal Golf Course operated by Tayman Park Golf Group, Inc. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

Presenters: Councilmember Mulheren, Vice Mayor Orozco, and Mayor Crane.

Mayor Directive to continue the proposal of an equity ad hoc committee to the next meeting, and suggests that in respect to the proposed Investment Policy ad hoc, that Vice Mayor Orozco – if becoming Mayor in December – become an Alternate Member on the Investment Oversight Committee, which already oversees City investments; then determine – as Mayor – whether a separate ad hoc needs to be established.

Council Consensus to agendize an item to discuss and evaluate the City's status regarding the Inland Water & Power Commission (IWPC) project and funding requests.

Public Comment: Judy Luria (*read by clerk*).

d. Approval and Adoption of Resolution(s) Amending and Extending Memoranda of Understanding with Employee Bargaining Units.

Presenters: Sage Sangiacomo, City Manager and Sheri Mannion, Human Resources Director / Risk Manager.

Motion/Second: Brown/Scalmanini to adopt a resolution(s) (2020-35) approving the amendment and extension of Memoranda of Understanding between the City of Ukiah and employee bargaining units. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:50 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d))

- A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)
- B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)

b. Conference with Legal Counsel—Anticipated Litigation

Government Code Section 54956.9(d)(2)

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(1) (Number of potential case: 1)

c. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: *Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUK-CVPT-2018-70200*

d. Conference with Legal Counsel – Existing Litigation

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: *City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036*

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-192-14-00 (280 E. Standley)

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetogether Solutions

Under Negotiation: Price & Terms of Payment

f. **Conference with Labor Negotiator (54957.6)**

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No report out was received.

15. **ADJOURNMENT**

There being no further business, the meeting adjourned at 9:08 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting**

**June 18, 2020
6:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on June 18, 2020, having been legally noticed on June 12, 2020. Mayor Crane called the meeting to order at 3:11 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Juan V. Orozco, Jim O. Brown, Stephen G. Scalmanini, and Douglas F. Crane, and **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

The Pledge of Allegiance was led by Councilmember Scalmanini.

URGENCY ITEM:

Presenters: Sage Sangiacomo, City Manager and David Rapport, City Attorney.

Motion/Second: Brown/Scalmanini to accept the urgency item. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

Urgency item was placed as agenda item 4a.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

3. UNFINISHED BUSINESS – BUDGET WORKSHOP

a. Departmental Presentations of the Draft 2020-21 Fiscal Year City Budget and Five-Year Capital Improvement Plan and Adoption of Resolution Approving the Fiscal Year 2020-21 City Budget, and Adoption of the Corresponding Gann Limit Resolution.

Overview

Presenter: Dan Buffalo, Finance Director

Capital Improvement Projects Overview

Presenter: Mary Horger, Financial Services Manager

Department Overview

Presenter: Daphine Harris

Water Resources (5:00 p.m.)

Presenter: Sean White, Water Resources Director

- Water Services
- Wastewater Services
- Recycled Water Services

City Manager (5:05 p.m.)

Presenter: Sage Sangiacomo, City Manager

- City Manager
- City-Wide Administrative Services
- Community Outreach
- City Clerk
- Economic Development
- Emergency Management
- Redevelopment Successor Agency

Finance (5:14 p.m.)

Presenters:

- Finance Department Overview – *Dan Buffalo, Finance Director*
- Utility Billing and Customer Service – *Lori Martin, Customer Service and Billing Supervisor*
- Financial Services and Budget Management & Disbursements– *Daphine Harris Finance Management Analyst*
- Accounting and Reporting – *Olga Keough, Finance Controller*
- Procurement and Capital Projects – *Mary Horger, Procurement Manager*
- Information Technology – *Michael Ingwell, I.T. Administrator*

Human Resources / Risk Management (5:25 p.m.)

Presenter: Sheri Mannion, Human Resources and Risk Management Director

Police (5:30 p.m.)

Presenter: Justin Wyatt, Chief of Police

Ukiah Valley Fire Authority (5:37 p.m.)

Presenter: Douglas Hutchison, Fire Chief

Community Services (5:40 p.m.)

Presenters: Maya Simerson, Interim Community Services Coordinator

- Alex Rorabaugh Recreation Center
- Parks
- Park Development
- Aquatics
- Golf
- Building Maintenance
- Conference Center
- Recreation
- Special Services
- Museum

Community Development (5:46 p.m.)

Presenters:

- Planning & Housing Services – *Craig Schlatter, Community Development Director*
- Building Services – *Matt Keizer, Building Official*

Public Works (5:54 p.m.)

Presenter: Tim Eriksen, Public Works Director / City Engineer

- Fleet and Plant Management
- Engineering
- Corp Yard
- Landfill
- Streets

Airport (6:03 p.m.)

Presenter: Greg Owen, Airport Manager

Electric Utility (6:06 p.m.)

Presenters: Mel Grandi, Electric Utility Director and Cindy Sauers, Assistant Electric Utility Director

- Electric Distribution
- Technical Services
- Electric Administration

Public Comment: Anne Kelly (*read by clerk*), Susan Sher (*read by clerk*).

Motion/Second: Brown/Scalmanini to adopt the budget resolution (2020-36) approving the annual City of Ukiah Budget for the fiscal year 2020-21. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

Motion/Second: Brown/Orozco to adopt the resolution (2020-37) establishing the 2020-21 fiscal year Appropriations (Gann) Limit for the City of Ukiah. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

Closing remarks were given by both the Finance Director and City Manager.

4. NEW BUSINESS

a. Urgency Item: Review and Consider Approval and Authorization for the Mayor to Negotiate and Execute a Budget Approval Agreement in Substantial Form with the Ukiah Valley Sanitation District.

Presenters: Sage Sangiacomo, City Manager and Dan Buffalo, Finance Director.

Motion/Second: Brown/Orozco to approve the budget approval agreement with the Ukiah Valley Sanitation District in substantial form, and authorize the Mayor to negotiate and execute the agreement. Motion **carried** by the following roll call votes: AYES: Orozco, Brown, Scalmanini, Crane, and Mulheren. NOES: None. ABSENT: None. ABSTAIN: None.

5. ADJOURNMENT

There being no further business, the meeting adjourned at 6:29 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Execute an Agreement with Psomas for Land Surveyor Services in an Amount of \$55,410.40.

DEPARTMENT: City Manager / Admin **PREPARED BY:** Sean White, Water Resources Director
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Proposal to City of Ukiah for L and P and Annexation Services 061820-MJ-LEC-R4

Summary: Council will consider authorizing the City Manager to execute an agreement with Psomas for Land Surveyor Services in the amount of \$55,410.40, and approve corresponding budget amendment.

Background: In July, staff released a Request for Proposals (RFP) from qualified firms to perform land surveyor services for the preparation of legal descriptions to the State Board of Equalization. Proposals were due August 27, 2019. Three proposals were received. On September 4, 2019, Council authorized the City Manager to execute an agreement with Psomas to prepare the land surveys.

Discussion: The City recently began completing outstanding tasks on its application to detach the portion of the Ukiah Valley Sanitation District (UVSD) that overlaps the City of Ukiah. The required work is the exact type of work currently being performed by Psomas for property recently acquired by the City and other City owned property outside of the city limits.

Based on Psomas' performance under its current contract, staff requested that Psomas prepare a proposal for this additional work. The scope also includes other areas that may need similar data in the foreseeable future. Please refer to Attachment 1 for a copy of the proposal received from Psomas.

It is therefore staff's recommendation to authorize the City Manager to execute an agreement with Psomas for Land Surveyor Services in the amount of \$55,410.40, and approve corresponding budget amendments.

Recommended Action: Authorize the City Manager to execute an agreement with Psomas for Land Surveyor Service in an amount of \$55,410.40, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 20012200.52100: \$0; 82027110.52100: \$23,883.20; 84027225.52100: \$23,883.20

PROPOSED BUDGET AMOUNT: 20012200.52100: \$7,644

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager and Maya Simerson, Management Analyst

Approved: 
Sage Sangiacomo, City Manager

PSOMAS

Balancing the Natural and Built Environment

June 18, 2020 (R-4)

Sean White
Director – Water Resources
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Email: swhite@cityofukiah.com
Phone: (707) 463-6755
P20-0088

CC: Mary Horger: mhorger@cityofukiah.com
Maya Simerson: msimerson@cityofukiah.com
Jason Benson: jbenson@cityofukiah.com

Subject: Proposal for providing Land Survey and Mapping Services to prepare Metes and Bounds descriptions in compliance with the State Board of Equalization (SBE) Standards.

Hello Sean:

Per our Zoom meeting last week and our follow-up meeting today, I am providing the following Proposal to prepare the necessary documents needed to comply with SBE's standards for portions of the Ukiah Valley Sanitation District and the Millview and Willow Water Districts that presently fall within the City of Ukiah's boundary. Also, for the additional Annexation parcels in the "triangle" area as we discussed.

For Task 1, I have prepared the attached scope of work and budget estimate based on our conversations and review of the subject District's existing boundaries via our Zoom meetings. The areas in question are identified on Exhibit "A". The subject areas cover approximately 1,300 assessor's parcels.

Our estimated fee for the services for Task 1 is \$47,766.40. This is itemized by anticipated Tasks in Exhibit "C". This includes preparing a "Metes and Bounds" legal description and Exhibit Map in accordance with LAFCo and State Board of Equalization requirements for the perimeters of each of the subject areas.

I felt it was also warranted to include a Task 1-A in our contract. This would provide for "As-Needed, Out-of-Scope Services" related to any unanticipated work needed. Any Task 2 work would need to be Pre-Authorized by the City in writing or via email and would be billed at Psomas Standard 2020 Rates, per Exhibit "E".

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Per your request, I have also included an additional Task 2, in this Proposal to add the “triangle area”, which would include another 26 APN’s, to the City’s current Annexation process. My fee estimate for this work is: \$7,644.00.

The total fee for the subject services described in Task 1 and Task 2 is: \$55,410.40.

Upon receipt of an approved P.O., we can begin the subject Work immediately and I anticipate completion of the additional work within forty-five (45) working days of receipt of an executed PO or Change Order which will serve as our Notice to Proceed.

Please feel free to contact me via voice or text at 805-503-3632 or by email at lester.carter@psomas.com with any questions you may have.

Sincerely,



Lester E. Carter Jr., PLS
Project Manager
PSOMAS

ATTACHMENTS:

“SCOPE OF WORK STATEMENT”

EXHIBIT “A” – Exhibit showing the Overlapping District Area.

EXHIBIT “B” – Showing locations of Additional APN’s to be added to Annexation.

EXHIBIT “C” – Psomas fee estimate spreadsheet for SBE on District Overlaps

EXHIBIT “D” - Psomas fee estimate spreadsheet for Additional Annexations

EXHIBIT “E” – Psomas 2020 Standard Rate Sheet

TASK 1: SCOPE OF WORK FOR WATER AND SANITATION DISTRICT OVERLAP AREAS

Psomas will provide the following services to the City of Ukiah related to portions of Water and Sanitation Districts that overlap into the City's Boundary. We understand that the City's priorities are: 1) The Ukiah Valley Sanitation District, 2) Millview Water District, 3) Adding the "Triangle" area discussed to the current Annexation application process, 4) the Willow Water District. Per our discussions and Zoom meetings, we understand our specific Tasks to be:

PREPARE LEGAL DESCRIPTION AND EXHIBIT DOCUMENT PACKAGE:

Psomas will:

1. Research public documents pertaining to the determination of the City's Boundary, the Ukiah Valley Sanitation District and the Millview and Willow Water District boundaries.
2. Compile and analyze the necessary reference documents to prepare a "metes and bounds" legal description in accordance with the applicable LAFCo and State Board of Equalization requirements.
3. Prepare an Exhibit showing each of the proposed district boundaries, and the extent to which they overlap into the City's Boundary. The Exhibit Map will also comply with State Board of Equalization requirements.
4. Prepare a "metes and bounds" legal description that describes the perimeter of each of the overlapping district boundaries, per the State Board of Equalizations requirements.
5. Submit a preliminary copy of the "Metes and Bounds" Legal Description and Exhibit B drawing for the City's review and comments.
6. Revise the Legal Description and Exhibit B drawing based on the City's review comments.
7. Provide AutoCAD, MS Word and PDF files of the above documents together with copies of all the reference documents compiled during the preparation of the legal description and exhibit B drawing.

DELIVERABLES:

- The deliverables will include a Word Document and PDF file of the Legal Description and an AutoCAD Civil 3D 2018 or newer version .DWG and PDF file reflecting the extent of the individual Districts Overlap with symbology descriptions and legend.
- List of confirmed Assessor Parcel Numbers within each of the Districts Overlap areas.
- The Legal Description, Exhibit Plat, and List of Assessor Parcels shall meet the requirements for Written Geographic Description of the Project Area, Map(s) and List of Assessor's Parcel Numbers for the Project Area as contained in the State Board of Equalization Requirements will be followed in preparing each of the deliverables.

FEE:

Psomas' fee for the above Proposed Scope of Work will be billed on a Time and Materials basis with the Task 1 fee not to exceed \$47,766.40. Any Task 2 fees will be pre-approved by the City and billed per Psomas Standard 2020 Rates per Attachment "C". The above proposed fees shall not be exceeded without prior authorization from the City.

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PROPOSED SCHEDULE:

Psomas has anticipated 45 working days to perform the above scope of services. The City has indicated that an acceptable timeframe for receiving final deliverables would be by July 31, 2020. After reviewing the scope of work more fully, I am proposing a schedule of completion of the scope of work items noted above, not later than August 14th, 2020.

Meeting this deadline for completion of the Work is dependent upon multiple factors that are out of Psomas or the City's control. We are in a position to begin work within 3 days of your formal Notification to Proceed, however, having all work completed by August 14th, 2020 will be contingent upon the date we are authorized to begin work and being able to obtain the City's and the Districts records.

ASSUMPTIONS:

The following assumptions are hereby stated for this Work:

1. The City will review and confirm that the areas noted on Exhibit A include all of the areas of overlap of the subject District boundaries.
2. Prior to commencement of Work, Psomas will be provided with copies of all land records held by the City that are relative to the current city boundary. To the extent possible, the records will be provided in electronic format with file names indexed by APN or Record Map Number.
3. The Sanitation and Water District boundaries will be shown based on the best available public records. Psomas will make a diligent effort to contact the individual Districts to obtain any available records that pertain to their individual boundaries.

EXCLUSIONS:

The following services are excluded from the scope of this proposal. If any of the following services are required, Psomas will provide a separate scope and fee proposal for those services:

1. Field Surveying. No field surveying is anticipated or included in this Proposal.
2. Performing, preparing or filing a Record of Survey Map.
3. Boundary Dispute Resolution or Monumentation.
4. Review of Title Reports.

TASK 1-A: "AS-NEEDED, OUT-OF-SCOPE SERVICES" RELATED TO METES AND BOUNDS SURVEYING FOR WATER AND SANITATION DISTRICT BOUNDARIES:

Psomas will provide as requested Land Surveying and Mapping services for the City. Work under Task 2 will be requested and pre-approved by the City in writing or via email and will be billed on a "time and materials" basis, per Psomas Standard Rates included as Exhibit "E".

TASK2: Proposal for providing additional services to add additional APN parcels to current Annexation: Add an additional 26 APN's, as noted on Exhibit "B and B-1".

Background:

Per a phone conversation and Zoom meeting I had with Jarod, Sean White and Manrique Jarquin, it was requested by Jarod and Sean requested that we submit a proposal to add the above noted APN's to the current Annexation process we are supporting for the City. Jarod and Sean felt that it would be helpful to add the area covered by these parcels to the Annexation process already underway, versus performing a separate process in the near future.

I have included Exhibit "B" showing the location of these APN's and a Fee Estimate Spreadsheet as Exhibit "D". Based on the above conversation, I am submitting a proposal to identify the scope of work and request a budget amendment to perform the services needed to prepare the additional annexation documents for the subject APN's.

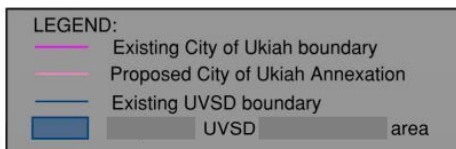
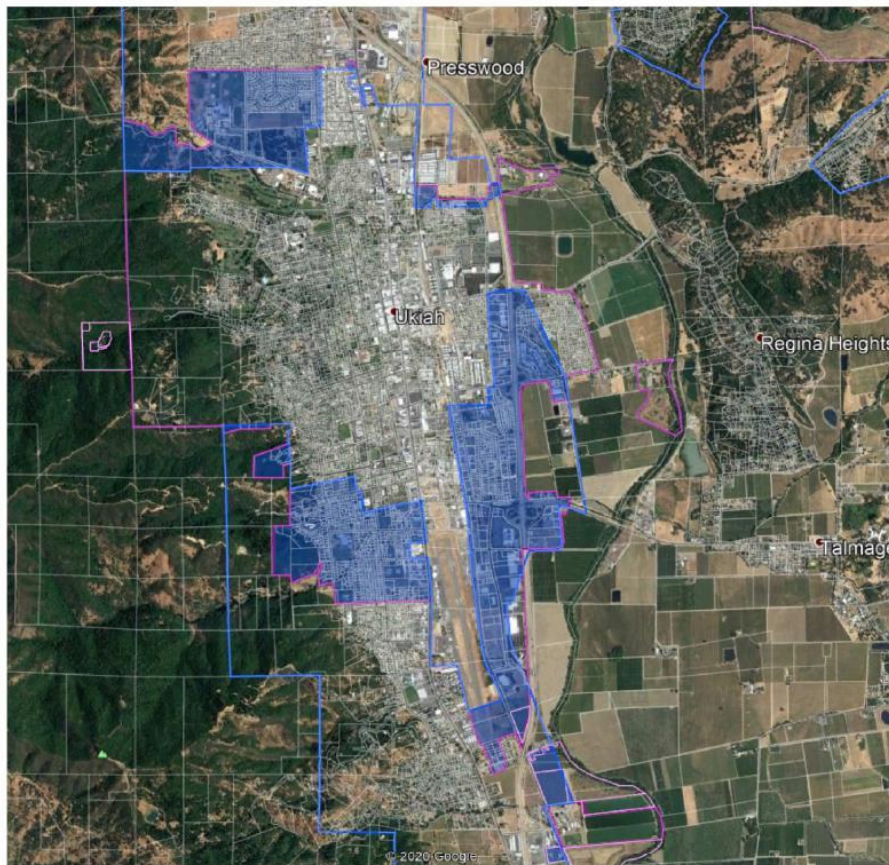
I have estimated our fee for the additional work to be \$7,644.00. This will include adding the subject 26 APN's to the legal descriptions, Exhibit B drawings and Utility Schematics we are preparing for the City's Annexation application.

We are close to completing our work on the original 17 APN's and anticipate being able to submit preliminary documents for these, for your review within the next week. I anticipate that completing work for the additional APN's, i.e., adding them to the legals, plats and utility schematics within the next two weeks.

We will begin work on these additional APN's immediately upon receipt of an executed PO or Change Order. I anticipate completion of the additional work within fifteen (15) working days of receipt of an executed PO or Change Order which will serve as our Notice to Proceed.

EXHIBIT A

Ukiah Valley Sanitation District (UVSD)



Page 2 of 3

EXHIBIT A

6/11/2020

Millview County Water District (MCWD)

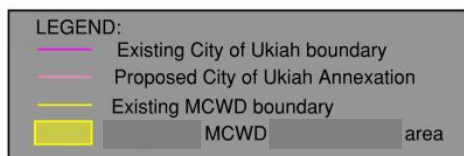
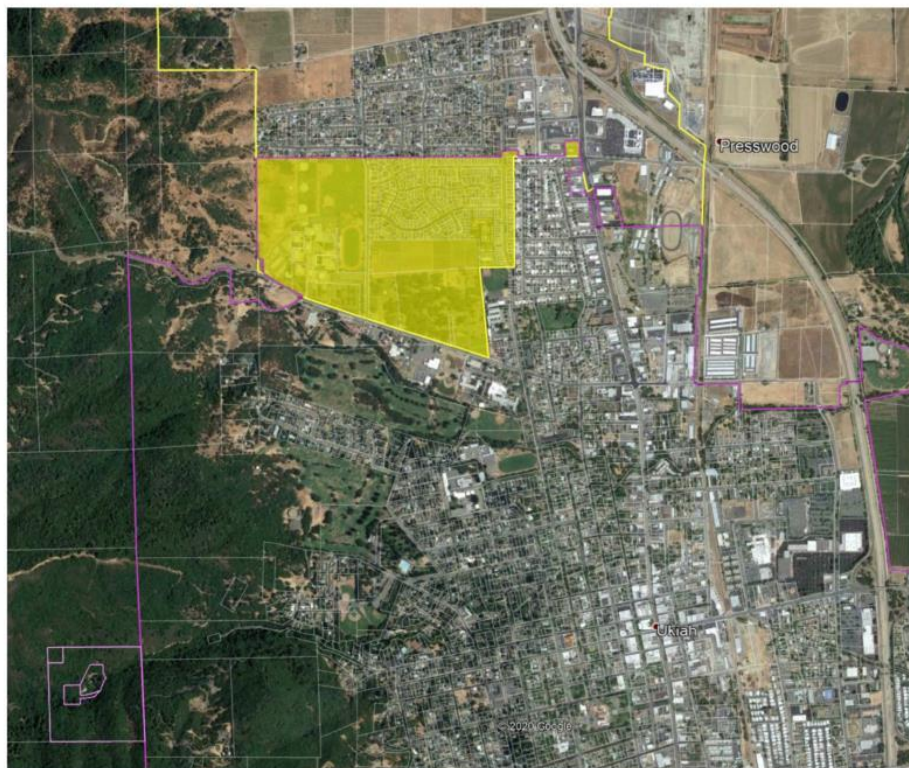
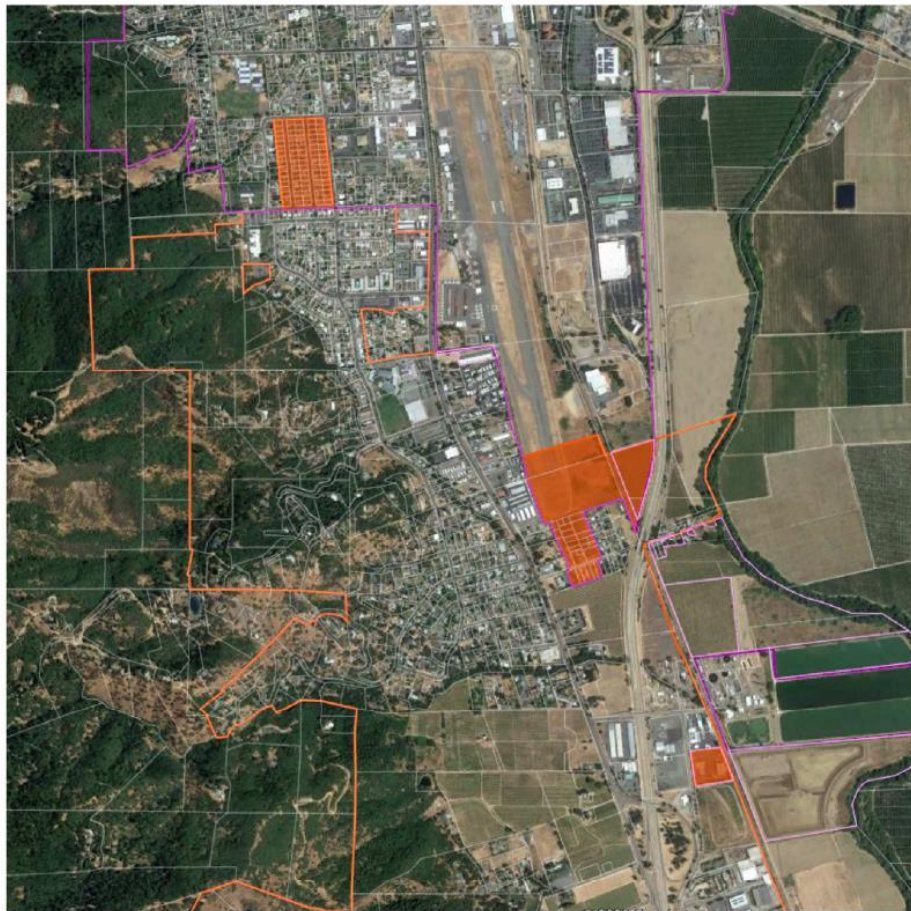


EXHIBIT A

6/11/2020

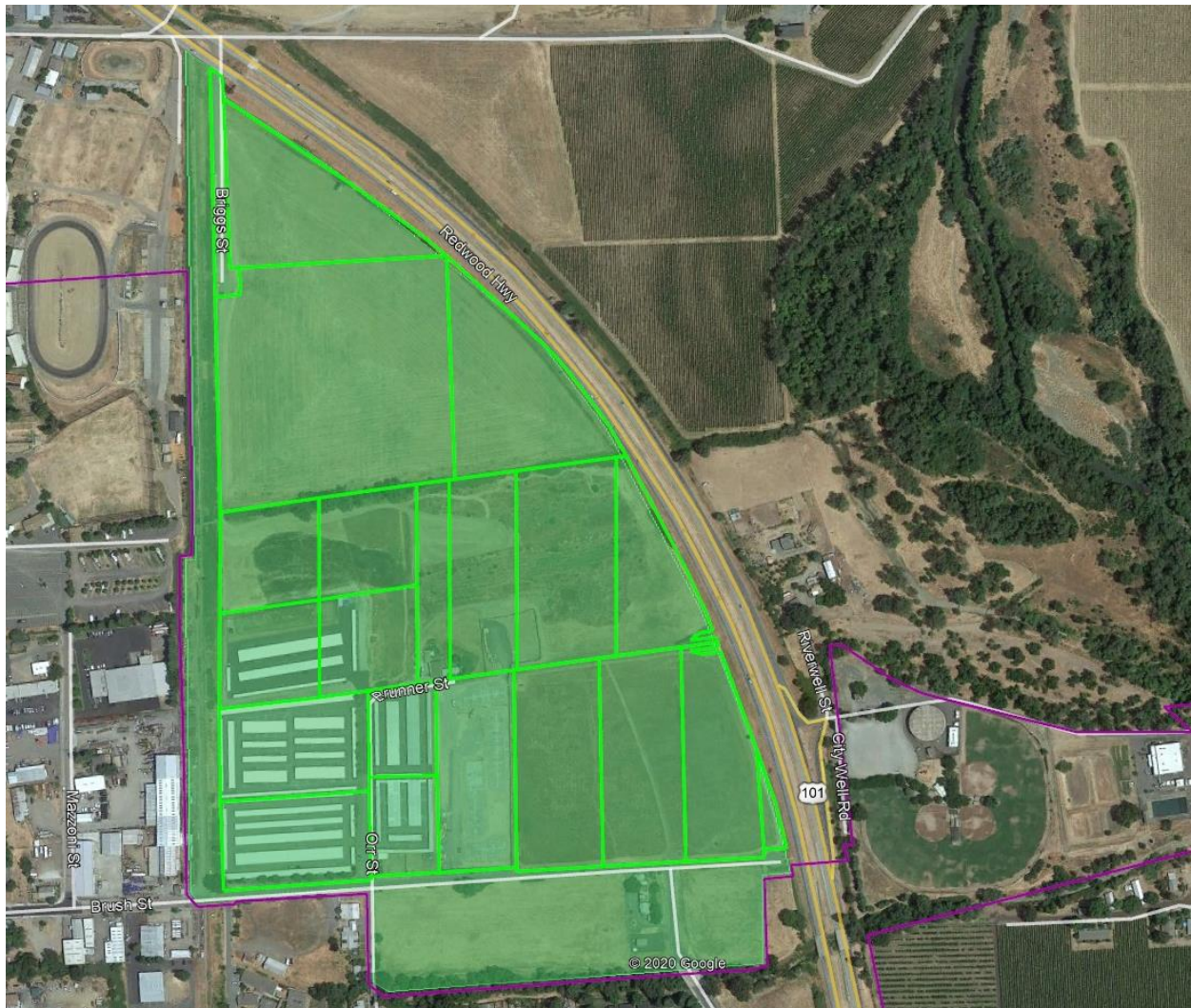
Willow County Water District (WCWD)



LEGEND:	
	Existing City of Ukiah boundary
	Proposed City of Ukiah Annexation
	Existing WCWD boundary
	WCWD area

EXHIBIT "B"

Area of the 26 APN's to be added to current Annexation process;
See EXHIBIT "B-1" for APN List



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EXHIBIT "B-1"

List of 26 APN's to be added to current Annexation process

SITE_ADDR	APN	OWNER_NAME_1	ACREAGE	USE_CODE_STD_CTGR_DESC
	001360RW		0.9242	
	001-360-29-00	MORENO & CO	5.71	AGRICULTURAL
	001-360-33-00	MORENO AND COMPANY	16.48	AGRICULTURAL
	001-360-31-00	MORENO AND COMPANY	3.77	AGRICULTURAL
200 BRUNNER ST	002-010-15-00	C & M INVESTMENTS	2.6	VACANT LAND
	002-020-09-00	C & M INVESTMENTS	2.6	VACANT LAND
200 BRUNNER ST	002-010-16-00	C & M INVESTMENTS	2.6	VACANT LAND
	002-020-10-00	C & M INVESTMENTS	2.6	VACANT LAND
280 BRUNNER ST	002-020-03-00	MORENO & COMPANY	1.96	COMMERCIAL
	002-020-11-00	MORENO AND COMPANY	3.51	VACANT LAND
	002-020-12-00	MORENO AND COMPANY	5.18	VACANT LAND
595 BRUNNER ST	002-020-08-00	MORENO AND COMPANY	3.61	VACANT LAND
990 ORR ST	002-040-40-00	CVH INVESTMENTS LLC	3.63	VACANT LAND
910 ORR ST	002-040-41-00	CVH INVESTMENTS LLC	3.43	COMMERCIAL
	002-050-15-00	CVH INVESTMENTS LLC	1.76	COMMERCIAL
297 BRUSH ST	002-050-14-00	CVH INVESTMENTS LLC	1.77	COMMERCIAL
350 BRUSH ST	002-050-21-00	510 BRUSH ST LP	4.15	VACANT LAND
520 BRUSH ST	002-050-06-00	VAU, CHARLES	4.29	VACANT LAND
	002-050-18-00	THOMSON, JAMES L	4.42	VACANT LAND
	002-050-19-00	THOMSON, JAMES L	3.53	VACANT LAND
	002-050-20-00	THOMSON, JAMES L	0.55	VACANT LAND
509 BRUSH ST	002-101-26-00	RURAL COMMUNITIES HSNG DEVELOPMENT CORP	6.08	VACANT LAND
501 BRUSH ST	002-101-27-00	RURAL COMMUNITIES HSNG DEVELOPMENT CORP	2	RESIDENTIAL
	002-101-22-00	COUNTY OF MENDOCINO THE	0.66	VACANT LAND
915 N ORCHARD AVE	002-101-28-00	THOMAS, DANIEL	0.95	VACANT LAND
907 N ORCHARD AVE	002-101-29-00	THOMAS, DANIEL	1.05	VACANT LAND

EXHIBIT "C" – TASK 1

Itemized Fee Estimate for Metes and Bounds Description

PSOMAS Proposal

Job Name: City of Ukiah RFP for Survey Services Date: 6/18/2020

Job Task: Prepare Metes & Bounds Legal Description & Exhibit per SBE Sids.

Job Tasks	Project Manager IV Rate = 208.00		Project Manager I Rate = 176.00		Surveyor IV Rate = 140.00		Surveyor I Rate = 110.00		Admin/Clerical Rate = 98.00		2-Person Crew Rate = 243.75		3-Person Crew Rate = 337.50		Reimburs Expenses	Dollars Budgeted	Dollars Spent
	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$			
Task 1 - ID Potential Utilities		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0	0.00
Task 2 - City/County Plans		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0	0.00
Task 3 - Agency Inquiries/Coordination		0.00	16.0	2816.00	40.0	5600.00		0.00		0.00		0.00		0.00		0	8,416.00
Task 4 - Compiling / Plotting Record Maps		0.00		0.00	40.0	5600.00	80.0	8800.00		0.00		0.00		0.00		0	14,400.00
Task 5 - Utility Detection		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0	0.00
Task 6 - Util Surveying & Mapping		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0	0.00
Task 7 - Monument Recovery Survey		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0	0.00
Task 8 - Property Boundary Mapping		0.00		0.00	20.0	2800.00	36.0	3960.00		0.00		0.00		0.00		0	6,760.00
Task 9 - Prepare Legals, Plats,		0.00		0.00	60.0	8400.00		0.00		0.00		0.00		0.00		0	8,400.00
Task 10 - Prepare Util. & Water Docs		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0	0.00
Task 11: PM: Quality Control;		0.00	16.0	2816.00	16.0	2240.00		0.00		0.00		0.00		0.00		0	2,816.00
Task 12: Admin. Close Out		0.00		0.00		0.00		0.00	4.0	392.00		0.00		0.00		0	2,632.00
Cost Totals	0.0	0.00	32.0	5632.00	176.0	24640.00	116.0	12760.00	4.0	392.00	0.0	0.00	0.0	0.00		0	\$43,424.00

Mobile scanner

Utility Locator

Per Diem

Contingency 10%

PSOMAS' TOTAL FEE

TOTAL LABOR HOURS

328

\$0.00

\$0.00

\$0.00

\$4,342.40

\$47,766.40

6/18/2020 @ 4:50 PM

Job Tracking

Page 1

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EXHIBIT "D" – TASK 2

Fee Estimate for Additional (26) APN's to be added to current Annexation process

PSOMAS Proposal

Job Name: City of Ukiah RFP for Survey Services Date: 6/18/2020

Job Tasks	Job Task: Provide documents for LAFCO Application add'l parcels. (Triangle Area)												Dollars Budgeted	Dollars Spent			
	Project Manager IV Rate = 208.00		Project Manager II Rate = 182.00		Surveyor IV Rate = 140.00		Surveyor I Rate = 110.00		Project Admin. Rate = 98.00		2-Person Crew Rate = 243.75				3-Person Crew Rate = 337.50		Reimburs Expenses
	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$	Hours	Cost \$			Hours	Cost \$	
Task 1 - ID Potential Utilities		0.00		0.00		0.00		0.00		0.00		0.00		0		0	0.00
Task 2 - City/County Plans		0.00		0.00		0.00		0.00		0.00		0.00		0	0.00	0	0.00
Task 3 - Agency Inquiries/Coordination		0.00	2.0	364.00		0.00		0.00		0.00		0.00		0			364.00
Task 4 - Compiling / Plotting Record Maps		0.00		0.00	6.0	840.00	16.0	1760.00		0.00		0.00		0	0	0	2,600.00
Task 5 - Utility Detection		0.00		0.00		0.00		0.00		0.00		0.00		0	0	0	0.00
Task 6 - Util Surveying & Mapping		0.00		0.00		0.00		0.00		0.00		0.00		0	0	0	0.00
Task 7 - Monument Recovery Survey		0.00		0.00		0.00		0.00		0.00		0.00		0			0.00
Task 8 - Property Boundary Mapping		0.00		0.00	4.0	560.00	12.0	1320.00		0.00		0.00		0		0	1,880.00
Task 9 - Prepare Legals, Plats,		0.00		0.00	8.0	1120.00		0.00		0.00		0.00		0		0	1,120.00
Task 10 - Prepare Util. & Water Docs		0.00		0.00		0.00		0.00		0.00		0.00		0	0.00	0	0.00
Task 11: PM Quality Control:		0.00	4.0	728.00	4.0	560.00		0.00		0.00		0.00		0		0	1,288.00
Task 12: Admin./Close Out		0.00		0.00				0.00		4.0	392.00		0.00				392.00
Cost Totals	0.0	0.00	6.0	1092.00	22.0	3080.00	28.0	3080.00	4.0	392.00	0.0	0.00	0.0	0		0	\$7,644.00

Mobile scanner

Utility Locator

Per Diem

PSOMAS' TOTAL FEE

\$7,644.00

6/18/2020 @ 3:35 PM

Job Tracking

Page 1

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**EXHIBIT “E”
FEE SCHEDULE
LAND SURVEYING AND MAPPING SERVICES
PSOMAS – NORTHERN CALIFORNIA**

Effective November 1, 2019 thru October 31, 2020
Hourly Rates

OFFICE SERVICES

\$ 98.00 - project administrator
\$ 60.00 - intern/survey assistant
\$ 110.00 - surveyor I/CADD technician/editor/ GIS technician
\$ 120.00 - surveyor II/compiler/LiDAR extractor I
\$ 132.00 - surveyor III/LiDAR extractor II/photogrammetrist I
\$ 140.00 - surveyor IV/photogrammetrist II/senior programmer
\$ 146.00 - project surveyor I/photogrammetrist III
\$ 156.00 - project surveyor II/photogrammetrist IV
\$ 164.00 - project surveyor III
\$ 176.00 - project surveyor IV/project manager I
\$ 182.00 - project manager II
\$ 192.00 - project manager III/applications manager
\$ 208.00 - project manager IV/senior applications manager
\$ 220.00 - senior GIS/IT consultant/mobile mapper surveyor

FIELD SERVICES

\$ 178.00* - one-person survey party
\$ 268.00* - two-person survey party
\$ 378.00* - three-person survey party

* Hourly rates for field survey parties include normal usage of survey supplies and vehicle expenses. Rates adjust per increase in prevailing rates March 1 of each year.

SPECIAL EQUIPMENT AND OTHER COSTS

Mileage and parking expenses incurred by office employees are charged at cost. Prints, plot media, CD's, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent. Standard computer and technology costs are incorporated into the above hourly rates.

\$ 50.00 per hour - Static Terrestrial Laser Scanner
\$ 5,000 per day – Mobile Terrestrial Laser Scanner

The above schedule is for straight time and includes overhead. Overtime will be charged at 135 percent of the standard hourly rates. Sundays and holidays will be charged at 170 percent of the standard hourly rates. Forensic services and expert testimony, including preparation, standby time and depositions, will be charged at 200 percent of the standard hourly rates.

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AGENDA SUMMARY REPORT

SUBJECT: Approval and Adoption of Resolution Amending and Extending Memoranda of Understanding with Employee Bargaining Units.

DEPARTMENT: Human Resources / Risk
Management

PREPARED BY: Sheri Mannion, H.R. Director/Risk
Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Letter to Employee Bargaining Units from City Manager
2. Fire Unit MOU Amendment and Extension
3. OE3 Water Utilities and Mechanics Unit MOU Amendment and Extension
4. OE3 Administrative and Maintenance Unit MOU Amendment and Extension
5. Resolution to Amend and Extend MOUs 2018-2022

Summary:

Council is being asked to consider adopting a Resolution to amend and extend existing Memoranda of Understanding between the City and employee bargaining units.

Background:

In the last few months, the City has been increasingly confronted with challenges due to the COVID-19 Pandemic, resulting in unprecedented economic impacts. Due to extenuating circumstances created by the COVID-19 Pandemic, staff propose to amend and extend the terms of the current Memoranda of Understanding (MOU) between the City and employee bargaining units.

Discussion: As a result of the financial impacts of this emergency, City staff requested to meet with all employee bargaining units and asked that all units forgo the salary increases scheduled to take place at the end of September 2020. In addition, the City proposed to extend all MOUs by one year and add the same benchmarked salary increase language in September 2021, utilizing Fiscal Year 2019/2021 revenues. For further details of the discussion and proposal, see attached Letter to Employee Bargaining Units. (Attachment 1)

At the June 17, 2020, regular Council meeting, staff presented the proposal and agreement ratified by five of the labor units, which Council approved through Resolution 2020-35. Staff informed Council that there were three remaining labor units who were unable to meet before the date of the Council meeting. Two of the remaining three labor units have since met and voted to ratify the agreement.

The other remaining labor unit agreement is currently under discussion and nearing completion, and will be considered by Council. Resolution and agreement is under development and will be distributed upon completion and/or at the night of the meeting.

Completed agreements are attached for Council's consideration:

1) Amendment and Extension of the 2018-2021 Memorandum of Understanding Between the City of Ukiah and Fire Unit (Attachment 2)

2) Amendment and Extension of the 2018-2021 Memorandum of Understanding Between the City of Ukiah and Operating Engineers, Local 3 Water Utilities and Garage Unit (Attachment 3)

3) Amendment and Extension of the 2018-2021 Memorandum of Understanding Between the City of Ukiah and Operating Engineers, Local 3 Water Utilities and Garage Unit (Attachment 4)

A Closed Session has been agendized (Item 14f) should Council need additional discussion before adopting the Resolution(s) (Attachment 5).

Recommended Action: Adopt a resolution approving the amendment and extension of Memoranda of Understanding between the City of Ukiah and employee bargaining units.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager



To: Bargaining Unit Representatives

From: Sage Sangiacomo, City Manager

Date: May 28, 2020

Re: **Preliminary Benchmark COLA Analysis and City Proposal to All Bargaining Units**

In the last two months, the City of Ukiah has been increasingly confronted with challenges due to the COVID-19 pandemic, resulting in unprecedented economic impacts.

As you are aware, the City's economic health depends largely on the economic health of our local businesses. With nearly 75% of our City's General Fund revenue being comprised of taxes, we have been closely monitoring the economic impacts of this emergency and are witnessing devastating losses. We also anticipate our utility operations will be impacted by revenue declines ranging from 5%-8%.

The Shelter In Place orders effectively closed all non-essential business, including auto dealerships, hotels, restaurants and many retail establishments. Our local economy has, and is continuing to, contract as a result of massive decreases in spending and the loss of employment for many of our more vulnerable citizens. Many of the impacts resulting from the Shelter in Place orders will not be known for some time, but we are estimating a loss of over \$6.3 million in revenue between now and July 2021. In addition, we also know that labor costs, specifically for health and retirement, will continue to increase and hurt the bottom line.

In response, the leadership at the City has been working hard to immediately cut spending and make drastic reductions to next year's budget. All remaining travel and non-essential training funds, supplies, and contracts were eliminated from the current budget, and a number of vacant positions were frozen. For the upcoming budget year, we anticipate at least 15 positions will remain frozen, and there will be the need for labor concessions and further workforce reductions. Projects and programs are being evaluated to determine viability with a number of cuts already implemented; new sources of revenue are also being sought.

Additionally, as part of the upcoming FY 2020/2021 budget process, Finance Director Dan Buffalo, conducted a preliminary benchmark analysis of the 3% COLA scheduled to take effect September 19, 2020 for all bargaining units. Please refer to attached memorandum (Exhibit A). As you will see, Mr. Buffalo's preliminary results indicate, with a high degree of confidence, that benchmark revenues for the 2020 fiscal year will be lower than those in the prior year. In the event that benchmark revenues fall below the prior year, the scheduled COLA adjustment will revert to the CPI calculation of the average U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 3%. April figures have been released, and we now know that the CPI average is 0.15%.

Based upon this analysis and the unprecedented times we are ultimately facing, I would like to propose that all labor units forgo the scheduled COLA for September 2020, which we expect to revert to the CPI average of only 0.15%, and that all contracts be extended by one year to September 2022. In year 2021, the City proposes to move the current benchmark salary increase language, utilizing the combined revenue collected for property tax, sales tax, and transient occupancy tax total for FY 2019/20. The effective date of the new salary increase would be the first full pay period following September 19, 2021.

The City of Ukiah remains committed to our team members and is doing everything possible to minimize the impacts on our workforce. It is important to understand that we are facing unprecedented impacts and therefore, we are looking to work quickly with the bargaining units and receive feedback as soon as possible. Ultimately, we believe this is the best practical option moving forward given what we know at this time. As we begin to realize the full impacts of this pandemic, we may need to reach out to the units to discuss and negotiate further concessions.

I look forward to discussing the proposal further with representatives at an all group GoToMeeting scheduled for Tuesday, June 2, 2020. Please do not hesitate to reach out to Human Resources Director, Sheri Mannion, after the group meeting should you feel the need to meet individually to discuss this proposal further.



CITY OF UKIAH MEMORANDUM

Date: May 14, 2020

To: Sage Sangiacomo, City Manager

From: Dan Buffalo 

Subject: Preliminary Benchmark Analysis, 3% COLA Scheduled September 2020

Below are the preliminary results of my benchmark analysis of the three percent (3%) COLA scheduled to take effect September 19, 2020 for all City bargaining groups.

The language in each MOU states for year three (2020), "3% increase to base salary effective the first full pay period following September 19, 2020, unless the local economic benchmark – consisting of total revenue collected **for property tax, sales tax and transient occupancy tax** – falls below the combined total for the past audited Fiscal Year of 2018/19. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 3%. In no case shall this result in a decrease in compensation."

The final analysis will not be complete until the accrual period for June is closed and all applicable revenue for the year has been recognized and recorded. However, preliminary results of my analysis suggest with a high degree of confidence that benchmark revenues for the 2020 fiscal year will be lower than those in the prior year, 2019. The analysis is as follows:

Benchmark Analysis**3% COLA Scheduled September 19, 2020**

	FY 2019 Actuals (Audited)	FY 2020 Estimated Year- End	\$ Variance Increase (Decrease)	% Variance Increase (Decrease)
Benchmark Revenue				
Property Tax	\$ 2,984,192	\$ 2,922,135	\$ (62,057)	-2.08%
Sales Tax	11,974,379	11,606,000	(368,379)	-3.08%
Transient Occupancy Tax	1,496,473	1,168,730	(327,743)	-21.90%
Total	\$ 16,455,043	\$ 15,696,865	\$ (758,178)	-4.61%

Consumer Price Index for All Urban Consumers (CPI-U): U. S. city average	-0.8
San Francisco-Oakland-Hayward, CA, CPI-U	1.1
Average	0.15

As per the terms of each MOU, in the event benchmark revenues fall below the prior year, the scheduled COLA adjustment for September 19, 2020 will default to the CPI-u as measured and reported in the month of April. The average of the U.S. City (-0.8%) and SF-Oakland-San Jose (1.1) is 0.15% increase for the 12-month period, April to April.

As mentioned above, the final benchmark analysis will be completed using actual benchmark revenue data, which will be available in August, 2020.

**AMENDMENT TO AND EXTENSION OF THE
2018-2021 MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF UKIAH AND FIRE UNIT**

PREAMBLE

The Amendment to the Memorandum of Understanding (MOU) on wages, hours, and working conditions is entered into between the City of Ukiah and the Fire Unit, collectively referred to as “Parties”.

On October 3, 2018, the City Council approved Resolution 2018-30 approving the 2018-2021 MOU between the parties.

This amendment is to extend the MOU for one year, until September 18, 2022, and authorize the amendments described herein related to salary adjustments and term of contract, due to extenuating circumstances created by the COVID-19 Pandemic.

AMENDED SECTION RELATED TO TERM OF MEMORANDUM OF UNDERSTANDING

This Agreement shall be effective September 19, 2018 through September 18, 2022.

AMENDED SECTION RELATED TO SALARY

Year 3: There shall be no salary increase effective the first full pay period following September 19, 2020. The City will move the current benchmark salary increase language to September 19, 2021, utilizing the combined revenue collected for property tax, sales tax, and transient occupancy tax for FY 2019/20.

Year 4: 3% increase to base salary effective the first full pay period following September 19, 2021, unless the local economic benchmark for Fiscal Year 20/21 – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2019/20. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 3%. In no case shall this result in a decrease in compensation.

WHEREFORE, this amendment to the 2018-2021 Memorandum of Understanding is ratified and adopted pursuant to the recommendation of the following representatives this 1st day of July, 2020, and will be incorporated into the 2018-2021 MOU. All terms and conditions set forth in the MOU, which are not specifically modified by this Amendment, shall remain in full force and effect.

APPROVALS

CITY OF UKIAH

Sage Sangiacomo, City Manager

FIRE UNIT

James Kessler, President

Anthony Selvitella, Vice President

**AMENDMENT TO AND EXTENSION OF THE
2018-2021 MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF UKIAH AND OPERATING ENGINEERS LOCAL NO. 3
WATER UTILITIES AND MECHANICS UNIT**

PREAMBLE

The Amendment to the Memorandum of Understanding (MOU) on wages, hours, and working conditions is entered into between the City of Ukiah and the Operating Engineers Local No. 3 Water Utilities and Mechanics Unit, collectively referred to as “Parties”.

On October 3, 2018, the City Council approved Resolution 2018-30 approving the 2018-2021 MOU between the parties.

This amendment is to extend the MOU for one year, until September 18, 2022, and authorize the amendments described herein related to salary adjustments and term of contract, due to extenuating circumstances created by the COVID-19 Pandemic.

AMENDED SECTION RELATED TO TERM OF MEMORANDUM OF UNDERSTANDING

This Agreement shall be effective September 19, 2018 through September 18, 2022.

AMENDED SECTION RELATED TO SALARY

Year 3: There shall be no salary increase effective the first full pay period following September 19, 2020. The City will move the current benchmark salary increase language to September 19, 2021, utilizing the combined revenue collected for property tax, sales tax, and transient occupancy tax for FY 2019/20.

Year 4: 3% increase to base salary effective the first full pay period following September 19, 2021, unless the local economic benchmark for Fiscal Year 20/21 – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2019/20. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 3%. In no case shall this result in a decrease in compensation.

WHEREFORE, this amendment to the 2018-2021 Memorandum of Understanding is ratified and adopted pursuant to the recommendation of the following representatives this 1st day of July, 2020, and will be incorporated into the 2018-2021 MOU. All terms and conditions set forth in

the MOU, which are not specifically modified by this Amendment, shall remain in full force and effect.

APPROVALS

CITY OF UKIAH

Sage Sangiacomo, City Manager

WATER UTILITES AND MECHANICS UNIT

Joe Wildman, Business Representative

Matthew Anliker, WWTP Operator

Mario Dogali, Water & Sewer Attendant II

**AMENDMENT TO AND EXTENSION OF THE
2018-2021 MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF UKIAH AND OPERATING ENGINEERS LOCAL NO. 3
ADMINISTRATIVE AND MAINTENANCE UNIT**

PREAMBLE

The Amendment to the Memorandum of Understanding (MOU) on wages, hours, and working conditions is entered into between the City of Ukiah and the Operating Engineers Local No. 3 Administrative and Maintenance Unit, collectively referred to as “Parties”.

On November 7, 2018, the City Council approved Resolution 2018-35 approving the 2018-2021 MOU between the parties.

This amendment is to extend the MOU for one year, until September 18, 2022, and authorize the amendments described herein related to salary adjustments and term of contract, due to extenuating circumstances created by the COVID-19 Pandemic.

AMENDED SECTION RELATED TO TERM OF MEMORANDUM OF UNDERSTANDING

This Agreement shall be effective September 19, 2018 through September 18, 2022.

AMENDED SECTION RELATED TO SALARY

Year 3: There shall be no salary increase effective the first full pay period following September 19, 2020. The City will move the current benchmark salary increase language to September 19, 2021, utilizing the combined revenue collected for property tax, sales tax, and transient occupancy tax for FY 2019/20.

Year 4: 3% increase to base salary effective the first full pay period following September 19, 2021, unless the local economic benchmark for Fiscal Year 20/21 – consisting of total revenue collected for property tax, sales tax and transient occupancy tax – falls below the combined total for the past audited Fiscal Year of 2019/20. Should the audited revenues fall below the benchmark, the increase will revert to the CPI calculation of the average of U.S. City and SF-Oakland-San Jose figures for April, to a maximum of 3%. In no case shall this result in a decrease in compensation.

WHEREFORE, this amendment to the 2018-2021 Memorandum of Understanding is ratified and adopted pursuant to the recommendation of the following representatives this 1st day of July, 2020, and will be incorporated into the 2018-2021 MOU. All terms and conditions set forth in

the MOU, which are not specifically modified by this Amendment, shall remain in full force and effect.

APPROVALS

CITY OF UKIAH

ADMINISTRATIVE AND MAINTENANCE UNIT

Sage Sangiacomo, City Manager

Joe Wildman, Business Representative

Jeff Walker, Utility Services Team Leader

Raul Ramos, Parks/Golf Service Worker II

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING AN AMENDMENT AND EXTENSION OF MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF UKIAH AND OPERATING ENGINEERS LOCAL NO. 3 WATER UTILITIES MECHANICS OPERATING ENGINEERS LOCAL NO. 3 ADMINISTRATIVE AND MAINTENANCE UNIT, AND FIRE UNIT

WHEREAS, the Employee/Employer Relations Officer and Human Resources Director have met and conferred in good faith with representatives of Operating Engineers Local No. 3 Water Utilities and Mechanics, Operating Engineer Local No. 3 Administrative and Maintenance, and Fire Units; and

WHEREAS, the amendment and extension of Memoranda of Understanding for the term of September 19, 2018 through September 18, 2022 have been arrived at and agreed to by the parties; and

WHEREAS, said amendment and extension of Memoranda of Understanding have been presented to the City Council for its consideration.

NOW, THEREFORE, BE IT RESOLVED that the amendment and extension of Memoranda of Understanding are hereby adopted and the Employee/Employer Relations Officer is authorized to enter into these Agreements.

PASSED AND ADOPTED this 1st day of July 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve Change Order to Purchase Order #46601 to Vaughan's Industrial Repair Inc. to Rebuild two (2) Fairbanks Morse 10" VTSH Pumps for the Amount of \$46,634 Plus Tax.

DEPARTMENT: Water Resources

PREPARED BY: Mary Williams, Buyer II

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Vaughan's Pump Quote SN506924 6-18-20
2. Vaughan's Pump Quote SN1362432 6-18-20
3. PO 46601

Summary: Council will consider approving a Change Order to Purchase Order #46601 to Vaughan's Industrial Repair Inc. of Paramount CA to rebuild two (2) Fairbanks Morse 10" VTSH pumps for the amount of \$46,634 plus tax.

Background: The IPS pumps 1 & 2 are located in the head works at the Waste Water Treatment Plant. They pump sewage 37 feet up to the plant for treatment. Due to normal operations and the type of debris these pumps handle, they are in need of repair.

Discussion: On April 20, 2020, Purchase Order (PO) #46601 was created in the amount of \$3,560 for the cost to disassemble and inspect two (2) Fairbanks Morse 10" VTSH Pumps.

On June 18th, two quotes were received from Vaughan's Industrial Repair itemizing the costs to rebuild these two pumps. A copy of each of the quotes is attached (Attachment 1 & 2) as well as a copy of the original PO #46601 (Attachment 3).

Staff recommends approving a change order to PO to Vaughan's Industrial Repair Inc. in the amount of \$46,634 plus tax. Funds are budgeted for equipment maintenance and repair and are available in 84027225.56120.

Recommended Action: Approve Change Order to Purchase Order #46601 to Vaughan's Industrial Repair Inc. to rebuild two (2) Fairbanks Morse 10" VTSH pumps for the amount of \$46,634 plus tax.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 84027225.56120: \$330,000

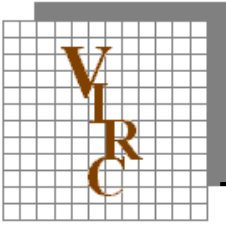
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 46601

COORDINATED WITH: Dave Kirch, Fleet & Plant Maintenance Supervisor; Sean White, Director of Water Resources; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager



Vaughan's Industrial Repair Co., Inc.

Ph. (562) 633-2660

Fax. (562) 633-1504

City of Ukiah
300 Plant Road
Ukiah, CA 95482

Mailing Address:
P.O. Box 1898
Paramount, CA 90732-1898

Street Address:
16224 Garfield Ave.
Paramount, CA 90723

June 18, 2020

RE: Fairbanks Morse 10" VTSH Pumps (S/N 506924)

Attn: Mary Williamson/Mary Horger/Dave Kirch

The following is our scope of work and quotation to rebuild your FBM vertical pump after completed disassembly and inspection.

Scope of work:

1. Receive pump from common carrier and unload at vendor repair facility.
2. Disassemble, clean, inspect and advise City of findings. *
3. Supply all new 416 SS line shafts and straighten to .002" TIR maximum runout.
4. Supply new SS stuffing box shaft sleeve for head shaft.
5. Supply all new C/S line shaft enclosing tubes.
6. Supply all new bronze column and stuffing box bearings.
7. Fabricate new bowl shaft and apply hard chrome to bearing areas.
8. Replace upper and lower bowl rubber cutlass bearings and teflon restrictor bushing.
9. Trim upper impeller wear ring minimum clean; Fabricate and install SS wear ring on impeller.
10. Machine upper bowl ring fit and fabricate/install new upper bowl wear ring.
11. Weld/buildup impeller screw vanes and re-machine to OEM size.
12. Apply epoxy fillers to pump bowl taper area to fill wear grooves; Re-machine bowl angle.
13. Light sandblast columns and bowls to remove minor corrosion and rough surface for recoat.
14. Apply 2-part epoxy coating to bowls, column/head assembly.
15. Assemble pump complete and test flush water for proper flow, minimum 1 gallon/minute.
16. Supply new Chesterton 442 mechanical seal repair kit.
17. Load on common carrier to ship pump back to City for installation by others.

The estimated cost to perform the above scope of work is as follows:

Labor to Disassemble/Inspect	1780.00
Material to Rebuild	4857.00
<u>Labor to Rebuild</u>	<u>17148.00</u>
Total	\$ 23785.00 + Applicable sales tax

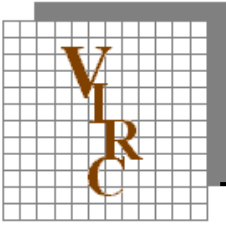
Freight and transportation provided by others. Current delivery is 5-6 weeks A.R.O.

VIRC will provide a 1-year limited warranty on repairs under normal operating conditions.

If you have any questions, please do not hesitate to call.

Sincerely,

Jack Wilber
Service Representative



Vaughan's Industrial Repair Co., Inc.

Ph. (562) 633-2660

Fax. (562) 633-1504

City of Ukiah
300 Plant Road
Ukiah, CA 95482

Mailing Address:
P.O. Box 1898
Paramount, CA 90732-1898

Street Address:
16224 Garfield Ave.
Paramount, CA 90723

June 18, 2020

RE: Fairbanks Morse 10" VTSH Pumps (S/N 1362432)**Attn: Mary Williamson/Mary Horger/Dave Kirch**

The following is our scope of work and quotation to rebuild your FBM vertical pump after completed disassembly and inspection.

Scope of work:

1. Receive pump from common carrier and unload at vendor repair facility.
2. Disassemble, clean, inspect and advise City of findings. *
3. Supply all new 416 SS line shafts and straighten to .002" TIR maximum runout.
4. Supply new SS stuffing box shaft sleeve for head shaft.
5. Supply all new C/S line shaft enclosing tubes.
6. Supply all new bronze column and stuffing box bearings.
7. Fabricate new bowl shaft and apply hard chrome to bearing areas.
8. Replace upper and lower bowl rubber cutlass bearings and teflon restrictor bushing.
9. Trim upper impeller wear ring minimum clean; Fabricate and install SS wear ring on impeller.
10. Weld/buildup impeller screw vanes and re-machine to OEM size.
11. Apply epoxy fillers to pump bowl taper area to fill wear grooves; Re-machine bowl angle.
12. Light sandblast columns and bowls to remove minor corrosion and rough surface for recoat.
13. Apply 2-part epoxy coating to bowls, column/head assembly.
14. Assemble pump complete and test flush water for proper flow, minimum 1 gallon/minute.
15. Supply new Chesterton 442 mechanical seal repair kit.
16. Load on common carrier to ship pump back to City for installation by others.

The estimated cost to perform the above scope of work is as follows:

Labor to Disassemble/Inspect	1780.00
Material to Rebuild	4657.00
<u>Labor to Rebuild</u>	<u>16412.00</u>
Total	\$ 22849.00 + Applicable sales tax

Freight and transportation provided by others. Current delivery is 5-6 weeks A.R.O.

VIRC will provide a 1-year limited warranty on repairs under normal operating conditions.

If you have any questions, please do not hesitate to call.

Sincerely,

Jack Wilber
Service Representative



Purchase Order

Fiscal Year 2020

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**46601-00**Delivery must be made within
doors of specified destination.B
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OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
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RVAUGHANS INDUSTRIAL REPAIR INC
PO BOX 1898
PARAMOUNT CA 90723-1898S
H
I
P
T
OCITY OF UKIAH - WWTP
300 PLANT ROAD
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number		Buyer		Date Ordered		Date Required	
				Mary Williamson		04/20/2020		05/30/2020	
Delivery Reference			Freight Method/Terms			Department/Location			Sales Tax Rate
DAVE			UKIAH / NET 30			WASTE WATER TREATMENT			0.000
Item#	Description/Part No.				Qty	UOM	Unit Price		Extended Price
1	LABOR AND MATERIALS TO RECEIVE PUMPS, UNLOAD, DISASSEMBLE, CLEAN, INSPECT AND ADVISE THE CITY AND PROVIDE A QUOTE FOR NEEDED REPAIRS				2.0	EACH	\$1,780.000		\$3,560.00

By 
Purchasing Supervisor

VENDOR COPY

PO Total

Page 48 of 629
\$3,560.00

1. **GENERALLY.** These Terms and Conditions of Sale ("Terms and Conditions") apply to all purchases by City of Ukiah. (Referred to as "Buyer"). The supplier of goods and services under this transaction is herein referred to as "Seller". The goods or service purchased are referred to as the "Purchase."

2. **TERMS EXCLUSIVE.** Buyer will order the goods or services described herein only upon the terms and conditions contained herein. Seller's acceptance of this order shall occur either through commencement of performance under this order or acknowledgment of this order. By accepting this order, Seller waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions shall be null and void. **SELLER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF BUYER.**

3. **INSPECTION.** All goods shall be received subject to Buyer's inspection and rejection. Defective goods and goods otherwise not conforming to this order shall be held for Seller's instruction and at Seller's risk, and if Seller so directs, shall be returned at Seller's expense. No defective goods shall be replaced without a new purchase order. Payment by Buyer shall not be construed as an acceptance of goods. Buyer may return to Seller any non-defective, excess goods within thirty (30) days of receiving them.

4. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

5. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

6. **TIME EXTENSION.** Time is of the essence City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

7. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

8. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

9. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. This paragraph 9 will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

11. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

12. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

13. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

14. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

15. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means the Seller will follow the direction of the City as to end results of the work only.

16. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

17. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Mendocino County.



AGENDA SUMMARY REPORT

SUBJECT: Receive Annual Report of Boards and Commission Term Expirations and Vacancies.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Resolution 2014-48
2. Board and Commission Terms and Vacancies - rev 6-29-20

Summary: The City Council will receive an annual report on the term expirations and vacancies on the City Boards and Commissions.

Background: Per resolution 2014-48 (Attachment 1), an annual notice of Boards and Commission vacancies was published in the Ukiah Daily Journal on June 30, 2020, and in Facebook on June 24, 2020. Vacancy Announcements have also been posted on the City's website, in the glass display case in front of the Civic Center, in the Public View Binder, in the City Clerk's office, and at the local library throughout the year.

Discussion: Most active positions on the Boards & Commissions are currently filled, with the following vacant seats still available:

Build Board of Appeals – Six positions available (3 Members; 3 Alternates). This board has not met in over 7 years.

Demolition Permit Review Committee – Two seats are open; 1) a representative of the Mendocino County Historical Society or other group/organization involved with local history, or a local historian; 2) a city of Ukiah resident with expertise in architecture, building, or closely related field. This committee meets very infrequently.

Parks, Recreation, and Golf Commission – One At-large City Resident position, expires on June 30, 2020. The incumbent has been notified of the expiration and sent an application for reappointment, and the position is currently being noticed. This commission meets on a regular basis.

Positions being sought by incumbents are also available to any public members who meet the qualifications and wish to apply. Details and applications are available from the City Clerk's office (707-463-6217; klawler@cityofukiah.com).

Attachment 2 is a full list of the current Boards and Commissions, showing terms, expirations, and vacancies; along with descriptions of the various Boards and Commissions. This list is updated regularly and posted online (<http://www.cityofukiah.com/city-boards-commissions-committees>), in the glass cabinet in front of the Civic Center, in the Public View Binder, at the Library, and in the City Clerk's office.

Staff is recommending that Council receive the report, with no action being necessary at this time.

Recommended Action: Receive the report.

BUDGET AMENDMENT REQUIRED: N/A

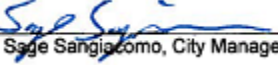
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2014-48**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING PROCEDURE FOR FILLING VACANCIES ON CITY BOARDS AND COMMISSIONS****WHEREAS,**

1. Ukiah City Code 1151 and 1161 provides that members of the Design Review Board and Planning Commission shall be appointed in accordance with a procedure established by resolution of the City Council; and
2. The City Council has determined that using a uniform procedure will insure fair and consistent treatment of candidates and Councilmembers; and
3. The City Council has determined to amend its procedures for appointing board members and commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby adopts the following amended procedure for filling vacancies on the City's boards and commissions:

- The City Council shall develop a pool of applicants for vacancies by posting a general advertisement once a year, preferably in June before the June 30th expirations, in a newspaper of general circulation in Ukiah, and by noticing available vacancies as they occur on the city's website, in the library, on popular social media sites (Facebook and Twitter), and in the glass cabinet located in front of the Civic Center subject to Government Code Section 54970-54974. Applications shall be received, reviewed for eligibility, and brought forward as they are submitted.
- If more applications have been received than position(s) available, the City Council will conduct interviews for the position.
- All applications received shall be kept on file in the City Clerk's office for a period of one (1) year.
- Incumbents seeking reappointment for an additional term only need to complete the contact portion of the application and not the questionnaire.
- City staff seeking appointment in their capacity as City staff and elected officials seeking appointment in their capacity as elected officials do not need to fill out an application.
- **Nominations:** Each Councilmember, including the Mayor, shall have the right to nominate a candidate from the available pool of applicants.
 - a. The right to place a name before the City Council for consideration shall rotate among the Councilmembers based on seniority with the most senior Councilmember going first.
 - b. The Council shall vote on nominations presented.
 - c. A councilmember's right to make a nomination shall rotate to the next most senior Councilmember, once that Councilmember's nomination is approved by a majority vote of the Councilmembers present, or the Councilmember agrees to pass the nomination to the next most senior Councilmember.
 - d. This process for rotating the right to nominate candidates among Councilmembers to fill vacancies shall be followed for each separate board or commission.

1. The City Clerk shall maintain a record of the last Councilmember to make a nomination for each board or commission.
2. When another vacancy must be filled on that board or commission, the next Councilmember in line to make a nomination for that board or commission shall make the first nomination to fill the vacancy.

PASSED AND ADOPTED this 17th day of December, 2014, by the following roll call vote:

AYES: Councilmembers Mulheren, Doble, Brown, Scalmanini, and Mayor Crane
NOES: None
ABSTAIN: None
ABSENT: None


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

<u>Airport Commission - 5 Members, 3 Year Term</u>				
Such Commission shall act in an advisory capacity to the city council in all matters pertaining to the operations of the municipal airport. Such commission shall aid and advise the city manager in the selection of personnel for the operation of the municipal airport in keeping with the provisions of the civil service ordinance. (Ord. 512, Section 4, adopted 1956).			<u>Date Appointed</u>	<u>Term Expires</u>
Eric	Crane	Commissioner - City Resident (Scalmanini)	7/18/2018	6/30/2021
Andrew	Stein	Commissioner - County Resident (Brown)	8/7/2019	8/7/2022
Randal S.	Beckler	Commissioner - City Resident (Crane)	8/2/2017	6/30/2021
Mark	Ashiku	Commissioner - City Resident (Mulheren)	5/20/2020	5/20/2023
Donovan	Albright	Commissioner - County Resident (Orozco)	5/6/2020	5/6/2023
<u>Board of Appeals - 5 Members/3 Alternates, 3 Year Term</u>				
To hear and decide appeals of orders, decisions or determinations by the building official.			<u>Date Appointed</u>	<u>Term Expires</u>
Matthew	Keizer	ex officio Member - Building Official	N/A	N/A
Lawrence S.	Mitchell	Member (Brown)	6/19/2013	7/31/2019
VACANT		Member x 3 positions		
VACANT		Alternate Member x 3 positions		
<u>Civil Service Board - 3 Members, 4 Years to Indefinite Term</u>				
Hold hearings and examine witnesses; Set procedures: To hear and decide for the City appeals by employees under §1306.			<u>Date Appointed</u>	<u>Term Expires</u>
Jim	Andersen	Member - Appointed by Council	3/19/2014	Indefinite
VACANT		Member - Appointed by Other Two Members	N/A	Indefinite
VACANT		Member - Appointed by Employees	N/A	Indefinite
<u>Demolition Permit Review Committee - 5 Members, 2 Year Term</u>				
The duties of the Demolition Permit Review Committee shall include: a) Research of historical, cultural, and architectural significance of the subject structure; b) Evaluation of the feasibility of rehabilitating or relocating the structure if it is deemed historical; c) In the event that the structure is found to have historical or architectural significance, determine if the salvaging of historic materials is feasible; d) Recommendation to the City Council regarding whether any of the criteria listed in Ukiah City Code Section 3016(E) apply to the subject structure, and whether or not the Demolition Permit should be issued, issued with conditions, or denied.			<u>Date Appointed</u>	<u>Term Expires</u>
Tim	Eriksen	Director of Public Works/City Engineer or assigned designee	N/A	N/A
Craig	Schlatter	Director of Community Development or assigned designee	N/A	N/A
Matthew	Keizer	Building Inspector or assigned designee	N/A	N/A
VACANT		A Representative of the Mendocino County Historical Society or other group/organization involved with local history, or a local historian (Crane)		
VACANT		A City of Ukiah resident with expertise in architecture, building, or closely related field		
<u>Design Review Board - 5 Members, 4 Year Term Coinciding with Appointing Councilmember</u>				
It shall be the function and duty of the Design Review Board to review proposed site development permit applications, planned development applications and precise development plans, work with staff and the applicants to ensure design consistency with the Ukiah General Plan, Zoning Code, and Design Review Guidelines, and make recommendations concerning architecture, site design layout, landscaping, parking, signage, exterior lighting, and other aspects of urban design to city staff, Zoning Administrator, Planning Commission and City Council as appropriate.			<u>Date Appointed</u>	<u>Term Expires</u>
Howell	Hawkes	Member - City Resident/Property or Business Owner (Brown)	12/19/2018	12/7/2022
Colin	Morrow	Member - City Resident/Property or Business Owner (Mulheren)	12/17/2014	12/7/2022
Tom	Liden	Member - City Resident/Property or Business Owner (Orozco)	12/19/2018	12/7/2022
Alan	Nicholson	Member - Community at Large (Scalmanini)	4/5/2017	12/1/2020
Cynthia	Coale	Member - Community at Large (Crane)	11/20/2019	12/1/2020
<u>Investment Oversight Committee</u>				
1. Conduct comprehensive review of the City's investment activities to ensure regulations are adhered to and adopted strategies are appropriate and being followed. 2. Review annual audit of investments. 3. Review policy, investment strategies, and investment performances. 4. Develop long range planning for the City's investment portfolio. 5. Receive and review monthly portfolio reports and quarterly performance reports from Advisory firm. 6. Report its findings and make recommendations as needed to the City Council.			<u>Date Appointed</u>	<u>Term Expires</u>
Allen	Carter	City Treasurer	N/A	N/A
Sage	Sangiacomo	City Manager	N/A	N/A
Dan	Buffalo	Director of Finance	N/A	N/A
Monte	Hill	Public Member (Baldwin)	10/17/2012	Indefinite
Douglas F.	Crane	City Councilmember	N/A	N/A

TERMS OF CITY OF UKIAH BOARDS AND COMMISSION MEMBERS

<u>Parks, Recreation, & Golf Commission - 5 Members, 3 Year Term</u>				
<i>The Commission shall have the power and duty to recommend and advise on: A) Policies to be adopted and enforced for the operation, use and management of all recreation activities and facilities, parks, and parkways. B) Policies for the planning of recreation and parks programs for the inhabitants of the city, promote and stimulate public interest therein, and to that end, solicit to the fullest extent possible the cooperation of school authorities and other public or private agencies interested therein. C) Policies for the acquisition, development and improvement of parks, playgrounds and facilities for recreation.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Susan	Knopf	Commissioner - At Large, City Resident (Brown)	8/7/2019	8/7/2022
Vicki	Bitonti-Brown	Commissioner - At Large, City Resident (Crane)	10/17/2018	10/17/2021
Henry	Sadowski	Commissioner - At Large, County Resident (Mulheren)	11/15/2017	11/15/2020
Roger	Vincent	Commissioner - At Large, County Resident (Orozco)	3/18/2020	3/18/2023
VACANT		Commissioner - At Large, City Resident		
<u>Paths, Open Space, & Creeks Commission - 5 Members, 3 Year Term</u>				
<i>The Commission shall have the power and duty to recommend and advise regarding: A) Efficient implementation of the Open Space and Conservation Element of the Ukiah General Plan. B) Efficient implementation of the pathway sections of the Transportation Element of the Ukiah General Plan. C) Procedure and funding mechanisms for acquisition, preservation, and effective stewardship of City paths, open space, and creeks.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Ginevra K.	Chandler	Commissioner - Resident in City Limits (Crane)	8/2/2017	8/2/2020
Susan	Knopf	Commissioner - Resident in City Limits (Mulheren)	8/7/2019	8/7/2022
Megan	Parker	Commissioner - Residence within Mendocino County (Brown)	5/15/2019	5/15/2022
Jeanne	Wetzel Chinn	Commissioner - Resident in City Limits (Orozco)	6/5/2019	6/5/2022
Diane	Knox	Commissioner - Residence within Mendocino County (Crane)	1/15/2020	1/15/2023
<u>Planning Commission - 5 Members, 4 Year Term Coinciding with Appointing Councilmember</u>				
<i>It shall be the function and duty of the Planning Commission to prepare, make and adopt, subject to the provisions of law, a master plan for the physical development of the city, and of any land situated outside the boundaries thereof which in the Commission's judgement bears relation to the planning thereof. The Commission may appoint officers and employees and contract for services, subject to the provisions of law, provided that all expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for the purpose by the City Council.</i>			<u>Date Appointed</u>	<u>Term Expires</u> (Coincides with Appointing Councilmember)
Laura	Christensen	Commissioner (Mulheren)	12/19/2018	12/7/2022
Mark	Hilliker	Commissioner (Brown)	12/19/2018	12/7/2022
Michael L.	Whetzel	Commissioner (Crane)	4/5/2017	12/2/2020
Linda	Sanders	Commissioner (Scalmanini)	4/5/2017	12/2/2020
Ruth	Van Antwerp	Commissioner (Orozco)	10/2/2019	12/7/2022
<u>Traffic Engineering Committee - Indefinite Term</u>				
<i>To determine the installation and proper timing and maintenance of traffic-control devices and signals, to conduct engineering analyses of traffic accidents and to devise remedial measures, to conduct engineering and traffic investigations of traffic conditions and to cooperate with other City officials in the development of ways and means to improve traffic conditions, and to carry out the additional powers and duties imposed by ordinances of the City.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Tim	Eriksen	TEC Chairman, Public Works Director / City Engineer	N/A	Indefinite
John	Lampi	TEC Vice Chairman, Public Representative (Rodin)	7/19/2006	Indefinite
Erich	Sommer	Public Representative (Brown)	10/18/2017	Indefinite
Jacob	King	Mendocino Transit Authority Representative	N/A	Indefinite
Neil	Davis	Active Transportation Representative (Scalmanini)	N/A	Indefinite
Shannon	Riley	City Manager Representative	N/A	Indefinite
Sean	Kaaser	Chief of Police Representative	N/A	Indefinite
Craig	Schlatter	Community Development and Planning Director Representative	N/A	Indefinite
Don	Brown	Superintendent of Public Works Representative	N/A	Indefinite

OPPORTUNITY TO SERVE YOUR COMMUNITY

Date: June 30, 2020
 For Info Call: Kristine Lawler, City Clerk, 463-6217
 Subject: **Vacancies on City of Ukiah Boards, Commissions, and Committees**

UKIAH, CA. - The City of Ukiah announces vacancies occurring on various boards and commissions. Any qualified individual, who would like to make a difference in their community and is interested in serving as a volunteer for the terms as outlined below, may apply. Current commissioners and members are eligible for reappointment.

COMMISSION COMMITTEE BOARD	POSITION	TERM	MEMBERSHIP REQUIREMENTS
Board of Appeals (Building)	• Member (x4) • Alternate Member (x3)	3 Years	The Board shall consist of five (5) members and three (3) alternates. The building official shall be an ex officio member of the Board. Qualifications: 1) A registered design professional in good standing with the applicable licensing board with not less than five years of experience as a registered design professional; 2) Licensed general or specialty contractor in good standing with the Contractors State Licensing Board with not less than five years of experience as a licensed contractor; 3) A certified building inspector or fire inspector with not less than five years of experience as a certified inspector. Members must be residents of or licensed to conduct business in the Ukiah Valley, Redwood Valley, or Potter Valley.
Demolition Permit Review Committee	• City of Ukiah Resident with expertise in architecture, building, or closely related field • A Representative of the Mendocino County Historical Society or other group/organization involved with local history, or a local historian	3 Years	The duties of the Demolition Permit Review Committee shall include: a) Research of historical, cultural, and architectural significance of the subject structure; b) Evaluation of the feasibility of rehabilitating or relocating the structure if it is deemed historical; c) In the event that the structure is found to have historical or architectural significance, determine if the salvaging of historic materials is feasible; d) Recommendation to the City Council regarding whether any of the criteria listed in Ukiah City Code Section 3016(E) apply to the subject structure, and whether or not the Demolition Permit should be issued, issued with conditions, or denied.
Parks, Recreation, and Golf Commission	• Commissioner - At Large, City Resident	3 Years	The Commission shall consist of five (5) At Large members who may reside within the city limits or outside the city limits but within Mendocino County, provided that a majority of the five (5) commission members reside within the city limits.

Applications and information can be obtained on the City's website, www.cityofukiah.com on the City Clerk's or Boards and Commissions' page; or via mail (ATTN: City Clerk, 300 Seminary Ave., Ukiah, CA, 95482), email (klawler@cityofukiah.com), fax (707-463-6204), or by contacting the City Clerk's office at 707-463-6217. Current Commissioners and Members may be eligible for reappointment. For more information, call 707-463-6217.



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Execute a Contract Amendment with Wagner and Bonsignore for Water Rights Consulting Services in an Amount of \$40,000.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. WS Change Petition Scope

Summary: Council will consider authorizing the City Manager to execute a contract amendment with Wagner and Bonsignore for Water Rights Consulting Services in an amount of \$40,000.

Background: The City initially awarded a contract in August of 2004, to Wagner and Bonsignore in the amount of \$30,000. On December 1, 2004, City Council approved an amendment to the contract in the amount of \$50,000 for assistance with the City's Change Petition filed in 2000. On October 16, 2013, Council approved further amending the contract in the amount not to exceed \$25,000 to assist City staff with responses to comments from the Environmental Impact Report (EIR) for the water rights petition.

After reconsidering its past approach during a series of Water Supply Workshops the City would like to refile a new Change Petition.

Discussion: Following direction received from Council during the May 6, 2020, Water Supply Workshop, staff requested a proposal (Attachment 1) from Wagner and Bonsignore for the preparation of a new change petition as well as on-going CEQA and engineering support through the process.

Based on Wagner and Bonsignore's past performance and thorough understanding of the City's water rights, it is staff's recommendation to authorize the City Manager to execute an additional amendment with Wagner and Bonsignore in the amount of \$40,000.

Recommended Action: Authorize the City Manager to execute a contract amendment with Wagner and Bonsignore for Water Rights Consulting Services in an amount of \$40,000.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 82027110-52100: \$75,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU 1213-130-A1

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager

Wagner & Bonsignore

Consulting Civil Engineers, A Corporation

Nicholas F. Bonsignore, P.E.
Robert C. Wagner, P.E.
Paula J. Whealen

James C. Hanson, P.E.
Henry S. Matsunaga

David H. Peterson, C.E.G., C.H.G.
Leah Orloff, Ph.D, P.E.
David P. Lounsbury, P.E.
Vincent Maples, P.E.
Patrick W. Ervin, P.E.
Martin Berber, P.E.
Ryan E. Stolfus

May 8, 2020

Mr. Jarod Thiele
City of Ukiah
Public Works & Water Resources
300 Seminary Avenue
Ukiah, CA 95482
Via email: jthiele@cityofukiah.com

**Re: Contract Amendment for Professional Consulting Services for
Water Right Permit 12952 (Application A015704)**

Dear Mr. Thiele,

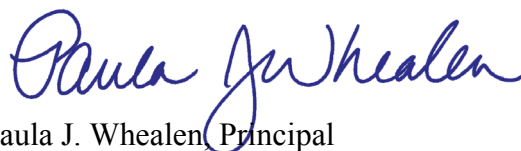
Attached for your review and approval is the Scope of Work prepared to describe ongoing and future tasks related to processing the City' of Ukiah's pending water right actions, including the Petitions for Change and Extension of Time for the above referenced Permit.

The attached Scope includes a budget not-to-exceed \$40,000 and should be sufficient to fund ongoing work of preparing and submitting revised Petitions at the State Water Resources Control Board ("SWRCB"), assisting the City and its consultant in finalizing an Environmental Impact Report to support the Petitions, and annual water use reporting. While not anticipated, a hearing at the SWRCB may be required to obtain approval on the pending water right Petitions, which may require additional budget.

Please let us know if you have any questions.

Very truly yours,

WAGNER & BONSIGNORE
CONSULTING CIVIL ENGINEERS



Paula J. Whealen, Principal

Encl.

City of Ukiah
Water Right Permit 12952 (Application A015704)
Contract Amendment Scope of Work
May 8, 2020

Ongoing work for the processing of the City of Ukiah's Petition for Extension of Time and Petition for Change for water right Permit 15704 pending with the State Water Resources Control Board ("SWRCB"). Remaining work includes amending pending Petitions to change place of use and points of diversion and assisting SWRCB staff in the public re-noticing of the Petitions. Work will also include assisting City staff and outside environmental consultant(s) in preparing and finalizing an environmental impact report ("EIR") to support the Petitions. EIR work will also involve coordinating with SWRCB and other regulatory agencies such as California Department of Fish & Wildlife to address their and other comments.

Ongoing work includes the preparation of annual water use reports filed with the SWRCB on City's Permit 12952, License 8821 (A021127), License 12982 (A025691), and Statements of Water Diversion and Use S019766 and S019769.

Estimated Budget: Billed on a time and materials basis in accordance with the attached fee schedule; not to exceed \$40,000 without prior authorization of the City of Ukiah.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Approval of a Refund to the Federal Aviation Administration (FAA) in the Amount of \$29,067 for the Airport Improvement Program (AIP) Grant 16 Funds, Due to an FAA Clerical Error.

DEPARTMENT: Airport **PREPARED BY:** Greg Owen, Airport Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Reimbursable Agreement
2. FAA Signed Grant Offer
3. September 4, 2019, Staff Report
4. Letter from FAA

Summary:

Council will consider approving a refund to the Federal Aviation Administration (FAA) in the amount of \$29,067 for the Airport Improvement Program (AIP) Grant 16 funds, due to an FAA clerical error.

Background: On August 23, 2019, staff submitted a grant application to the FAA requesting \$261,874, with the City portion being \$29,067, making a total of \$290,941, for materials, supplies, equipment, and/or services supporting the Airport's projects. This was done through a "Reimbursable Agreement" (Attachment 1), which is a legal document executed by the FAA, through which the Ukiah Airport pays one FAA department to perform work/service, and then the Airport is reimbursed from another FAA department.

When Staff Received the signed grant offer (Attachment 2) from the FAA, it was for the entire amount of the Reimbursable Agreement of \$290,941. Council approved this Grant offer at its regular Council meeting on September 4, 2019. (Attachment 3)

Staff submitted the paperwork to the FAA to receive these funds on December 4, 2019. The FAA approved the paperwork and sent the money to the City. As part of the agreement, the City paid the funds to the FAA in advance for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement, and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement.

Discussion: On June 19, 2020, the FAA sent a letter (Attachment 4) informing Staff that they had made an error by granting the full \$290,941, without holding back the City's contribution. Therefore, the FAA is initiating a Grant Amendment in order to correct their error and to bring the grant offer back into conformity with Federal requirements.

On June 23, 2020, the FAA San Francisco Airports District Office Manager stated that until the City's portion of \$29,067 was returned, the FAA would withhold payouts on the other grants that they currently have with the Ukiah Airport. AIP Grant 15 is a \$3,400,000 construction grant, and the work is expected to be completed June 26, 2020. The withholding of AIP Grant 15 funds would be devastating to the Airport Budget.

Therefore, Staff is requesting approval to refund the FAA the amount of \$29,067 towards the FAA AIP Grant 16.

Recommended Action:

Approve refund to the Federal Aviation Administration (FAA) of \$29,067, for the Airport Improvement Program (AIP) Grant 16 Funds.

BUDGET AMENDMENT REQUIRED: N/A

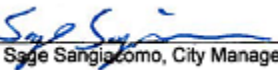
CURRENT BUDGET AMOUNT: 77800000.43299.18159: \$290,941

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Grant Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:**

08/22/2019

4. Applicant Identifier:

UKI

5a. Federal Entity Identifier:

3-06-0268

5b. Federal Award Identifier:

3-06-0268

State Use Only:**6. Date Received by State:****7. State Application Identifier:****8. APPLICANT INFORMATION:***** a. Legal Name:**

City of Ukiah

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

94-6000446

*** c. Organizational DUNS:**

1521104660000

d. Address:*** Street1:**

300 Seminary Avenue

Street2:*** City:**

Ukiah

County/Parish:

Mendocino County

*** State:**

CA: California

Province:*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

95482-5440

e. Organizational Unit:**Department Name:**

Airport

Division Name:

Ukiah Regional Airport

f. Name and contact information of person to be contacted on matters involving this application:**Prefix:**

Mr.

*** First Name:**

Greg

Middle Name:

T.

*** Last Name:**

Owen

Suffix:**Title:**

Airport Manager

Organizational Affiliation:

Ukiah Regional Airport

*** Telephone Number:**

707-467-2855

Fax Number:

707-467-2853

*** Email:**

gowen@cityofukiah.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

FAA

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

12-01

* Title:

FAA Aviation Research and Development Grants

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

FAA Non-Federal Reimbursable Agreement Replace VASI with PAPI Relocate REILs

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	261,874.00
* b. Applicant	29,067.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	290,941.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



Digitally signed by c289ed8a-ab7f-468e-878c-a4f811d5caa5
DN: cn=c289ed8a-ab7f-468e-878c-a4f811d5caa5
Date: 2019.09.16 13:37:02 -07'00'

* Date Signed:

3-06-0268-016-2019



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer	September 23, 2019
Airport/Planning Area	Ukiah Municipal
AIP Grant Number	3-06-0268-016-2019
DUNS Number	152110466
TO:	City of Ukiah
	(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 24, 2018, for a grant of Federal funds for a project at or associated with the Ukiah Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Ukiah Municipal Airport (herein called the "Project") consisting of the following:

Reimbursable Agreement – Replace/Relocate VASI With PAPIs; Replace/Relocate REILS
which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$290,941.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing

allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

- \$0 for planning
- \$290,941 airport development or noise program implementation; and,
- \$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 25, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under

this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 04/2015, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

3-06-0268-016-2019

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Laurie J. Suttmeier

(Typed Name)

Manager

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Ukiah

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The City of Ukiah, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- e. Required Contract Provisions.
- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Standard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Agenda Item No: 13.aMEETING DATE/TIME: 9/4/2019PEAK ITEM NO: 2019-67*City of Ukiah***AGENDA SUMMARY REPORT**

SUBJECT: Authorize City Manager to Negotiate and Execute Reimbursable Agreement and Grant Agreement with the Federal Aviation Administration for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement.

DEPARTMENT: Airport **PREPARED BY:** Greg Owen, Airport Manager

ATTACHMENTS:

1. RA Attachment 1

Summary: The Council will consider funding agreements with the FAA that will facilitate a major upgrade to the current visual landing equipment at the Airport.

Background: The FAA has a program called a Reimbursable Agreement, which is a legal document executed by an FAA Contracting Officer, under which the Airport provides funding to the FAA for materials, supplies, equipment, and/or services supporting the Airport's initiative. (The Airport pays one FAA department to perform work/service and the Airport is reimbursed from another FAA department.)

Currently, the Airport has a Visual Approach Slope Indicator (VASI), and this project will be upgrading it to a Precision Approach Path Indicator (PAPI).

The VASI is a system of lights arranged to provide visual descent guidance information during the approach to a runway. These lights are visible from three to five miles during the day, and up to 20 miles or more at night

PAPI lights are a key part of the airfield ground lighting system used at airports. This type of visual aid on a runway helps pilots to maintain the correct approach and land the airplane safely. It warns the pilot about approaches that are too high or too low. Runway End Identifier Lights (REIL) system provides rapid and positive identification of the end of the runway. The system consists of two synchronized, unidirectional flashing lights. The lights are positioned on each corner of the runway landing threshold, facing the approach area, and aimed at an angle of 10 to 15 degrees.

Discussion: The FAA has notified staff of a grant agreement that will be arriving in September. This Grant agreement is to provide funding for a Reimbursable Agreement. The current draft Reimbursable Agreement (Attachment 1) is for an estimated \$290,940.08. Under the Agreement, these funds will be paid in advance to the FAA for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement, and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement; the FAA will reimburse the City after completion of the project.

Staff recommends authorizing the City Manager to negotiate and execute the Reimbursable Agreement and Grant Agreement with the Federal Aviation Administration for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement.

Recommended Action: Authorize City Manager to Negotiate and Execute Reimbursable Agreement and Grant Agreement with the Federal Aviation Administration for Engineering Design Review and Oversight Support for Runway 15 Visual Approach Slope Indicator (VASI) Replacement and Runway 15 and 33 Runway End Identifier Lights (REIL) Relocation/Replacement.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 77825200.80230.18159: \$600,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: FAA Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Procurement Manager



Approved:

Sage Sangiacomo, City Manager



U.S Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Airports Division

ATTACHMENT 4

San Francisco ADO
1000 Marina Blvd, Suite 220
Brisbane, CA 94005-1835

June 19, 2020

Mr. Greg Owens
Airport Manager
Ukiah Airport
100 Seminary Ave.
Ukiah, CA 95482

Dear Mr. Owens:

Subj: Airport: Ukiah
AIP Project: 3-06-0268-016-2019;
DUNS Number: 152110466
Letter Amendment (Amendment No.1)

This is an amendment to the Grant Agreement for the subject AIP project to decrease the maximum obligation of the United States, as set forth in the Grant Agreement accepted by the Sponsor on September 23, 2019.

According to the sponsors application, signed by yourself and dated August 23, 2019, you requested \$261,874 of Federal Financial aid, and asserted that the Applicant portion to be funded would be \$29,067 for a total project financing of \$290,941. Unfortunately the FAA erred and extended a Grant Offer for the total project financing amount, instead of the requested amount of Federal Aid. Federal Law prohibits the Government funding more than is requested by an applicant. Furthermore, unless a policy change is implemented, AIP requirements dictate that a portion of the project costs are to be funded by the applicant. Therefore, the FAA is initiating this Grant Amendment in order to correct our error and to bring the grant offer back into conformity with Federal requirements.

As a result, this letter commits the Federal Aviation Administration, acting for and on behalf of United States of America, to decrease the maximum obligation of the United States by \$29,067 (from \$290,941 to \$261,874) to cover the Federal share of the total actual eligible and allowable project costs.

Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

6/19/2020

X Laurie J. Suttmeier

Laurie Suttmeier

Signed by: LAURIE J SUTTMEIER

Laurie Suttmeier
Manager, San Francisco Airports District Office



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Negotiate and Execute a Multi-function Copier Lease and Maintenance Contract with Xerox for the Replacement of the Existing Machines.

DEPARTMENT: Finance

PREPARED BY: Seth Strader, Buyer I

PRESENTER:

ATTACHMENTS:

1. Contract 1415162
2. Pricing Comparison
3. ESC Coop

Summary: Council will consider authorizing the City Manager to negotiate and execute a multi-function copier lease and maintenance contract with Xerox for the replacement of the existing machines.

Background: The City's lease agreement and maintenance agreement with Xerox for multi-function (copy, print, fax and scan) machines that currently support operations in Public Safety, Administration, Conference Center and Museum has extended the initial contract expiration, and is on a month-to-month extension. The machines are used for multiple purposes, including copying, printing, faxing, scanning, and other production and presentation purposes including hole-punching, folding, electronic filing, collating and stapling.

The machines provided by Xerox have proved to be durable and efficient. When issues do occur, Advanced Xerographics, the local Xerox store, is onsite and provide excellent customer service and expertise.

Benefits of leasing, as opposed to purchasing the machines, include the option to cancel the lease for such things as non-performance and the option to upgrade to new technology at the end of the lease.

Discussion: A survey was performed of the various departments operating the copiers to determine what machine functions were actually being utilized, for possible machine downsizing, resulting in reduced cost. At the conclusion of the survey, the machines for both the Conference Center and Museum were downsized.

The new agreement will result in an estimated savings of \$8,804.68 annually, or \$35,218.74 savings over the four-year term. Please see Attachment 2 for a copy of this comparison.

Model	Location	Est. Monthly Lease & Maint. Cost	Fund Number
Xerox 8170	Annex	\$421.02	10012200.54500
Xerox 8170	Civic Center	\$421.02	10012200.54500
Xerox 8170	Public Safety	\$421.02	10020210.54500(70%) 20620231.54500(20%) 64020213.54500 (10%)
Xerox 7020T2	Public Safety	\$109.68	10020210.54500(70%) 20620231.54500(20%) 64020213.54500 (10%)
Xerox 7020T2	Conference Center	\$94.25	73022600.52100
Xerox 7020T2	Museum	\$76.93	10022700.52100
Xerox 7020T2	UVFA	\$131.52	91521400.54500 (50%) 10021210.54500 (50%)

The pricing proposed is based on the Region 4 ESC Cooperative Contract, a competitively bid contract for use by Counties, Cities and K-12 Education. Please see Attachment 3 for a copy of this document.

The lease includes maintenance and all consumable products including toner, developer, copy cartridges, fusers and staples. Xerox will be responsible for all cost of maintenance and repairs, including labor, parts, travel time, mileage, supplies and any other expenses required to maintain the equipment in proper order.

Staff is requesting Council's authorization to enter into a 48 month lease and maintenance agreement with Xerox to replace the existing multifunction units.

Recommended Action: Authorize the City Manager to negotiate and execute a multi-function copier lease and maintenance contract with Xerox for the replacement of the existing multi-function copy machines.

BUDGET AMENDMENT REQUIRED: No

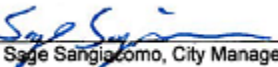
CURRENT BUDGET AMOUNT: 10012200.54500 - \$23,400.00, 10020210.54500 - \$6,400.00, 2062031.54500 - \$2,000.00, 64020213.54500 - \$715.00, 73022600.52100 - \$10,334.00, 10022700 - \$2,500.00, 91521400.54500 - \$1,000.00, 10021210.54500 - \$1,000.00

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1415162

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

#1415162

CITY OF UKIAH

**CONTRACT BETWEEN CITY OF UKIAH AND XEROX CORPORATION FOR
LEASE AND MAINTENANCE OF MULTI-FUNCTION COPY MACHINES**

This Contract, made and entered into this 3rd of April, 2015 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Xerox, a Corporation, organized and in good standing under the laws of the state of New York, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the CITY may retain independent contractors to perform special service to or for CITY or any department thereof; and

WHEREAS, the CITY issued a Request for Proposals (RFP) for the provision of a multi-function copy machine; and

WHEREAS, CONTRACTOR submitted a proposal that is believed to be in the best interest of the CITY.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACTOR'S RESPONSIBILITIES.

- A. Scope: CONTRACTOR shall furnish and install copier equipment in accordance with the specifications, terms and conditions stated hereinafter.
- B. Initial Equipment: Beginning on or about April 06, 2015, CONTRACTOR shall provide and install the equipment listed on Exhibit A, attached hereto and incorporated as if fully set forth herein. Said equipment shall be fully installed and operational by April 30, 2015.
- C. Pricing: CITY is to be charged fixed monthly rental, hereinafter referred to as LEASE, of \$278.64 per month for the Xerox WC7970PT, and \$142.55 per month for the Xerox WC7220. The maintenance fee, hereinafter referred to as RATE, is to be charged at a cost per copy. The RATE shall be fixed for the Xerox WC7970PT at \$.0056 per copy/print for black and white copies/prints, and \$.0506 per copy/print for color copies/prints (scanned documents excluded), and for the Xerox WC7220 at \$.0082 per copy/print for black and white copies/prints, and \$.0506 for color copies/prints (scanned documents excluded) for the TERM of this Contract. The RATE shall include service, accessories and supplies including toner, developer, fusers and staples (excluding paper), except for accessories added subsequent to installation of any machine that were not included with the original specifications. Provision of such additional accessories shall be without delivery or installation charge.
- D. Removal of Machines: Pursuant to Section 2.D., Cancellation of Individual Machines, herein, CONTRACTOR agrees to reduce the number of machines, without additional cost or penalty, upon representation by the CITY that it can no longer fund such machine(s).
- E. Delivery and Removal: CONTRACTOR shall be responsible for all delivery costs and removal costs. CONTRACTOR shall be responsible for removal of all packing material. If CONTRACTOR fails to deliver the equipment as ordered by the CITY, the CITY may cancel the undelivered equipment without penalty.
- F. Installation: CONTRACTOR must perform complete installation and verify satisfactory operation of all equipment placed under this Contract. CONTRACTOR shall work cooperatively with CITY staff. CONTRACTOR shall perform all standard installation; provide fully operational drivers and software/firmware needed for CITY INFORMATION TECHNOLOGY staff to load to the network. For purposes of this Contract, equipment will be deemed accepted, upon installation of the equipment by the technician, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the City for the City's use. In accordance with the machine's configuration, CONTRACTOR must demonstrate the machine's ability to successfully copy, print, fax and/or scan from the machine and desktop.

G. Supplies

(1). CONTRACTOR shall provide, at no additional cost to CITY, all consumable supplies, except paper, throughout the term of this Contract, including shipping charges. Said supplies include, but are not limited to, black toner, black developer, copy cartridges, fusers and staples. For color-capable equipment, consumable supplies shall likewise include, but not be limited to, color toner, developer, cartridges, fusers, and staples. CONTRACTOR shall deliver ordered supplies within three (3) working days after notification.

(2). At the time of copier installation, CONTRACTOR shall deliver supplies for not less than an estimated two (2) month period for each machine placed.

H. Service and Support:

(1). Training & Demonstrations: The CONTRACTOR shall provide training and demonstrations, at no additional cost, upon initial installation and on an "as-needed" basis thereafter, as may be requested by CITY personnel. Upon such request for training and/or demonstrations, CONTRACTOR shall respond in a reasonable time period. An operator's manual shall be provided with each copy machine.

(2). Network Technical Support:

a. Network connection is to be completed and fully functional within an average of two days of being notified by CITY INFORMATION TECHNOLOGY staff that the data jack is available and active and any necessary software and drivers have been installed on any computer needing access to the copier/printers. Additional time will be provided when several connections are requested at one time.

b. At no additional cost to the CITY, CONTRACTOR must provide both telephone support and timely on-site support for network related problems by primary and back-up systems engineers that have been trained as computer network technicians. These technicians may not have direct access to the network or to computers but CITY INFORMATION TECHNOLOGY staff will be available to coordinate troubleshooting efforts.

c. At no cost to the CITY, CONTRACTOR agrees to timely erase all data on hard drives from machines that are removed from CITY service.

(3). Service:

a. Maintenance and Repairs: CONTRACTOR shall make repairs and adjustments necessary to keep and maintain copy quality and equipment operations within manufacturer's specifications. CONTRACTOR shall be responsible for all cost of maintenance and repairs, including labor, parts, travel time, mileage, supplies and any other expenses required to maintain the equipment in proper working order.

b. Preventative Maintenance: CONTRACTOR shall perform preventative maintenance on all copiers per manufacturer specifications. CONTRACTOR shall provide the manufacturer's scheduled maintenance program for each class of copiers.

c. Response Time: CONTRACTOR shall respond on-site to verbal service calls within an average "response time" of 4 workday hours after notification of a malfunction. Workday hours are defined as those running from 8 am to 5 pm Monday through Friday, except CITY holidays. Average response time is calculated based on the quarterly response time average for the City's entire Xerox-branded equipment population. CONTRACTOR shall adhere to a standard policy of calling back within two hours of the call for service to advise departmental personnel how and when the problem will be addressed. Calculation of response time starts when CITY personnel report a malfunction to the CONTRACTOR. Response time for copiers installed at CITY facilities operating 24 hours per day shall nevertheless be calculated on the workday hour basis. CITY'S and CONTRACTOR'S records shall be determinate of CONTRACTOR'S performance of this obligation. Should CONTRACTOR not meet its average 4-hour Response Time commitment, CONTRACTOR agrees, as the CITY's exclusive remedy, to issue a \$25.00 credit invoice for every partial hour the actual average response time is above the 4-hour average Response Time objective. As an example if the actual average response time is 7 business hours and 38 minutes, the penalty would be equal to four times \$25.00 or \$100.00. The Service Credit

can be used to offset any invoice amount, excluding the Monthly Minimum Charge which is not subject to dispute.

- d. Repair Time: All equipment must be repaired or replaced within 72 consecutive hours (not workday hours) of the initial call for service. The CITY'S and CONTRACTOR'S records shall be used to determine CONTRACTOR'S compliance with this obligation.
Xerox's Uptime objective is to maintain an average 95% equipment uptime performance based on a three-month rolling average for the CITY's entire Xerox-branded equipment population that is operated with the equipment's operating guideline for the specified product. Uptime is calculated by dividing Total Availability Business hours less Actual Equipment Downtime, by Total Availability Business hours. Total Availability Business hours is the contracted period of coverage for all the equipment, and equals 8 business hours per working day times 21 working days per month times 3 months, times the number of installed Xerox-branded units. Equipment Downtime is the Total Service Response Time plus Machine-Repair Time, which excludes normal interrupts, such as lunch. Actual Equipment Downtime represents the time the equipment is "down" and cannot make prints or copies. It is comprised of Total Service Response Time and Machine-Repair Time. Should Xerox not meet its rolling three-month Uptime commitment, Xerox agrees to issue, as the CITY's exclusive remedy, a \$25.00 service credit for every partial .5 percentage points that the actual average uptime time is below the 95% Uptime Time objective. As an example if the actual average uptime time is 94.3%, the penalty would be equal to two times \$25.00 or \$50.00. The Service Credit can be used to offset any invoice amount, excluding the Monthly Minimum Charge, which is not subject to dispute.
- e. Temporary Loaner Equipment: When repair time exceeds or is expected to exceed 72 consecutive hours, CONTRACTOR shall replace any such unrepaired machine with a reasonably comparable "loaner" machine that allows continued machine operations. "Reasonably comparable" shall, at the very least, mean a machine with a speed that is no less than within 15 copies per minute from the machine being temporarily replaced. After a reasonably comparable loaner machine has been placed for five business days, a loaner machine that provides equal or better performance and features to the original equipment being temporarily replaced, if available, shall be substituted for the original loaner machine, until the original equipment is repaired or replaced. CITY'S records shall be used to determine CONTRACTOR'S compliance with this obligation. If a compliant loaner is not provided, Xerox will issue a service credit, as the City's exclusive remedy, equal to 1/30th of the equipment's monthly maintenance component for each day the equipment is inoperable and is not available for the City's use, beginning with the day of the City's initial service call. The credit can be used to offset any invoice charge, excluding the Monthly Minimum Charge which is not subject to dispute.
- f. Equipment Replacement: If a replacement machine is provided, whether as a "loaner" or as a permanent replacement, it shall be subject to the terms and conditions of this Contract.
- g. Equipment Transfer or Relocation: At no additional cost or fee to CITY, upon request by CITY, CONTRACTOR shall transfer or relocate copy machines and/or their accessories from one department to another, even if such machines are being transferred/relocated between buildings. CONTRACTOR shall transfer or relocate machines within five (5) working days or an otherwise mutually agreed upon timeframe. CONTRACTOR shall timely report to the CITY Purchasing Supervisor or his/her designee, any such work performed. Such notification shall include the date of the action, the nature of the request, who made the request, the serial numbers of the equipment involved, the ending and beginning copy count of the equipment involved, and the location.
- h. Excessive Service Calls: Copiers that develop a trend of requiring an excessive number of service calls (defined as four (4) service calls in a month or six (6) service calls within a 90 day period), must be replaced with comparable equipment of equal or greater capability at no additional charge. CITY'S records shall be used to determine CONTRACTOR'S compliance with this obligation. CONTRACTOR'S repeated failure to comply with this

obligation will allow the CITY to replace the equipment pursuant to CONTRACTOR's Total Satisfaction Guarantee indicated below

- i. Service Logs: CONTRACTOR shall maintain a service log at each machine. This service log is to be kept in or with the machine.
- j. CITY Service: CONTRACTOR shall provide a representative to act as the main point of contact for all CITY service inquiries. In consultation with the CITY'S PURCHASING DEPARTMENT, said representative shall establish a practice of maintaining routine visits to departments to provide services which include, but are not limited to:
 - Evaluate CITY needs and make recommendations to the City's Purchasing Department regarding equipment and accessories.
 - Conduct equipment inspections.
 - Provide training.
 - Complaint resolution.

- (4) **Total Satisfaction Guarantee**: If the CITY is not totally satisfied with any of CONTRACTOR'S equipment, CONTRACTOR will, at CITY request, replace the equipment pursuant to CONTRACTOR's Total Satisfaction Guarantee. CONTRACTOR's Total Satisfaction Guarantee Program allows the City, at its request, to replace any problem equipment without charge with an identical model, or, at the option of CONTRACTOR, with a machine with comparable features and capabilities and comparable usage. This guarantee will be effective during the entire 48-month equipment lease term, except for equipment damaged or destroyed due to an Act of God. If the situation arises, where the equipment does not perform to its published specification and the City elects to exercise the Total Satisfaction Guarantee, CONTRACTOR agrees to meet with the CITY'S representative and arrange a mutually agreeable time for the equipment's exchange.

For purposes of this section, a machine with comparable features and capabilities and comparable usage includes a machine with the same technical specifications as the units installed as part of this agreement. By way of example, if a WC7970 is not performing in compliance with Xerox's published specifications, the City may exercise its option pursuant to the Total Satisfaction Guarantee ("TSG") and request a replacement unit. Such replacement unit will have comparable features and capabilities with the WC7970 and would ideally be another WC7970. If another WC7970 is not available, then the TSG replacement unit will have at least the same rated speed as the WC7970 (i.e., 70 pages/per/minute ("ppm")). If a unit with the same rated speed as the WC7970 is not available, then Xerox will provide the most comparable unit with a higher rated print speed (e.g., 75 ppm).

- I. Invoicing:
 - (1). **Who to Invoice**: CONTRACTOR shall be required to bill the City of Ukiah for all copy machines, Attention: Accounts Payable, Ukiah Civic Center, 300 Seminary Ave., Ukiah, CA. 95482. CONTRACTOR may deliver, using physical address.
 - (2). **Form**: Invoices shall reflect usage in arrears. Invoices shall reflect monthly LEASE total copies, total copy credits and total charges, separately invoiced by machine.
 - (3). **Frequency**: Invoices will be issued monthly.
- J. Meter Readings: CONTRACTOR shall be responsible for insuring the collection and accuracy of meter readings upon which billing charges are based. Any methods utilized to collect the billing data must be auditable and CITY reserves the right to conduct such audits at any time. If remote diagnostics and/or meter readings would be preferred by CONTRACTOR, any costs involved in establishing that communication must be borne by CONTRACTOR. All meter readings will be agreed upon by the parties prior to invoicing.
- K. Reports: CONTRACTOR shall provide a quarterly electronic (MS Word or Excel) performance history report to the CITY'S Purchasing Supervisor or his/her designee that shall include the following for each machine:
 - (1). Make and model, location and serial number.
 - (2). Service call dates.
 - (3). Record of maintenance and repairs performed.

- (4). Service call response time.
- (5). Duration to remedy.
- (6). Monthly volume.
- L. Changes: Except as specifically stated in this Contract, CITY personnel have no authority to order or direct any changes to this Contract. CONTRACTOR must not provide any equipment, services or other items that would cause CITY to incur additional costs beyond those stated in the Contract, without the prior approval of the CITY'S Purchasing Supervisor or his/her designee. If any changes require the approval of the City Council, such modifications shall not be effective until the required approval is obtained. Failure by CONTRACTOR to secure proper written authorization from CITY for additional equipment, services or other items beyond those specifically provided for in this Contract, may, at City's option, be deemed a waiver by CONTRACTOR of any claim for additional compensation related to such items.
- M. Property taxes. CONTRACTOR shall be responsible to pay personal property taxes on all equipment.

2. **CITY'S RESPONSIBILITIES, EXEMPTIONS and RIGHTS.**

- A. Consideration: In consideration of CONTRACTOR'S services under this Contract and subject to the terms and conditions herein, CITY shall pay the monthly LEASE and the RATE specified herein in Section 1. C. Pricing on each copy/print CITY makes on CONTRACTOR'S photocopy machines.
- B. Payment Terms: Payment shall be due net 30 days from the date of the invoice. Payment is deemed to be made when CITY deposits the payment in the United States Mail with proper First Class postage addressed to CONTRACTOR at _____
- C. If City disputes any amount included in an invoice, then (i) CITY must notify CONTRACTOR of the dispute in writing, (ii) such notice will include a description of the items CITY is disputing and the reason such item is being disputed, and (iii) CITY and CONTRACTOR will promptly undertake good faith efforts to resolve such dispute. Pending resolution of such disputed amount CITY will pay any and all undisputed amounts in accordance with the payment terms above, including the fixed monthly rental set forth in Section 1. C. Pricing, which will not be subject to dispute at any time.
- D. Damage to or loss of property. Title to the CONTRACTOR'S supplied equipment will remain with CONTRACTOR until the CITY elects to purchase the equipment, and the risk of the equipment's loss or damage will pass to the CITY upon delivery. The CITY is required to insure the equipment while installed.
- E. Cancellation of Individual Machines: During the term of this Contract, and any extensions thereof, CITY reserves the right to cancel the LEASE of any machine due to non-appropriation of funds for the particular department, program or function for which the machine was intended. In order to terminate under this provision, the CITY will be required to send CONTRACTOR written notice, within 31-days of its governing body's decision not to appropriate funds, stating that its governing body failed to appropriate funds and that the governing body was unable to find an assignee within its organization to continue the Agreement. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year and indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's management or execution. The notice must certify that the cancelled equipment will not be replaced by equipment with similar features and capabilities during the ensuing year, unless it is determined that the replacement is necessary to allow the CITY to perform its governmental functions and obligations. The CITY will be required to return the equipment to CONTRACTOR in good working condition, reasonable wear and tear excepted. The CITY will then be released from its obligation to make any further payments beyond the end of the last fiscal year for which funds have been appropriated. Should funding be reinstated during the term of this Contract, and any extensions thereof, and if the equipment has not been removed, CITY agrees to reinstate the LEASE of the machine.

- 3. **TERM**. This Contract shall commence on April 3, 2015 and shall terminate on April 03, 2019, unless terminated earlier as hereinafter provided.

4. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to Contractor, or at the end of any Renewal Term, City shall immediately (i) notify Xerox Corporation of the City's intent to return the Equipment, and (ii) make the Equipment available to Xerox Corporation for pick-up. The CITY shall bear no additional cost for the return of the Equipment. This Contract shall continue on a month-to-month basis (the "Renewal Term") and City shall pay Contractor the same payments as applied during the Term until the Equipment is returned.
5. **DEFAULT.** A party is in default, if it fails to cure a material breach within the time demanded in a notice of default from the non-defaulting party to the defaulting party. The time to cure shall be not less than thirty (30) days, except for defaults resulting from a repeated failure to perform or where performance is required within a lesser time period (such as, but not limited to, performance under sections 1.H(3).c –g of this Agreement. In the case of a default where performance is required in less than thirty (30) days, the non-defaulting party may declare a default unless the default is cured within not less than ten (10) days.
6. **REMEDIES.**
- A. **CITY Termination for Default:** Subject to the limitations in Section 5 (Default) hereinabove, CITY may suspend or terminate this Contract at any time upon 30 days written notice to CONTRACTOR in the event of a default of contractual obligations. Termination under this provision shall not apply to orders received and equipment installed prior to the effective date of termination. "Default" means any of the following actions or inactions by the CONTRACTOR which if occurring shall constitute a material breach of this Contract:
- (1). Any material breach specified herein.
 - (2). CONTRACTOR provides equipment that does not meet the specifications of this Contract.
 - (3). If CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough skilled service technicians or proper materials, or disregard laws and ordinances after the cure period has elapsed.
- B. **Termination for other Good Cause:** This Contract may be terminated for Good Cause as follows:
- (1). By mutual consent of the CITY, the CONTRACTOR and ADVANCED XEROGRAPHICS; or
 - (2). Non-appropriation of Funds: Subject to Section 2. E. Cancellation of Individual Machines, CITY may terminate this contract at the end of any fiscal year upon sixty (60) days written notice that funds have not been budgeted for LEASE of the property herein described. Such termination shall be without penalty to CITY. Upon termination before the full term of this Contract, CITY shall surrender the equipment to CONTRACTOR, at such place(s) within the CITY where the equipment is located, in as good condition as when delivered to the CITY, reasonable wear and tear excepted. If CITY terminates the Contract under this paragraph, CONTRACTOR may retain all amounts previously paid by CITY, and may collect and retain any amounts due or accrued on the date of such termination.
- C. **Prorate:** Upon termination prior to the full and satisfactory completion of CONTRACTOR'S performance under this Contract for an uncured Default, CITY shall not be liable to pay CONTRACTOR the total compensation set forth in Section 2 (**CITY'S RESPONSIBILITIES, EXEMPTIONS and RIGHTS**) of this Contract, but CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this CONTRACT.
7. **INSURANCE.** CONTRACTOR shall at all times during the term of the Contract with the CITY maintain in force those insurance policies as designated in the attached Exhibit B, and will comply with all those requirements as stated therein. Claims under this provision shall only apply to losses or claims arising out of the willful or negligent acts, or omissions of CONTRACTOR, its officers, employees, or agents in the performance of services under the contract.

CONTRACTOR shall not allow any SUBCONTRACTOR to commence work on this subcontract until the insurance required of the SUBCONTRACTOR has been obtained. Any failure of CONTRACTOR to

maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

8. **INDEMNIFICATION – HOLD HARMLESS.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the CITY, its City Council, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of services under this Contract, provided that any such claim, loss, damage, liability or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The CITY may participate in the defense of any such claim without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR will not indemnify the CITY due to any negligent or willful act on the part of the CITY, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a CONTRACTOR'S officer, employee, or agent.

9. **CONTRACTOR'S WARRANTIES.** CONTRACTOR hereby makes the following representations and warranties:

- A. **Standard of Care.** CONTRACTOR represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONTRACTOR or designated SUBCONTRACTORS, in a manner according to generally accepted practices in the provision of photocopier services.
- B. **Non-Discrimination in Employment.** In the performance of the work authorized under the Contract, CONTRACTOR shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

- C. **Adherence to Applicable Disability Law.** CONTRACTOR shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (42 U.S.C. Sections 1201, et seq.), California Government Code Sections 12020 et seq., and all related state and local laws.
- D. **Safety Responsibilities.** CONTRACTOR will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. CONTRACTOR agrees that in the performance of work under this Contract, CONTRACTOR will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- E. **Interest of CONTRACTOR.** CONTRACTOR hereby covenants that he has, at the time of the execution of this Contract, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this work, no person having such interest shall be employed.

10. **ASSIGNMENT.** CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of CITY, except that claims for money due or to become due CONTRACTOR from CITY under this Contract may be assigned by CONTRACTOR to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to CITY. Any attempt at assignment of rights under this Contract, except for those specifically consented to by both parties or as stated above, shall be void.

11. **INDEPENDENT CONTRACTOR.** It is specifically understood that in the making and performance of this Contract, CONTRACTOR is an independent CONTRACTOR and is not an employee, agent, or servant of CITY.
12. **MODIFICATION.** This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and CITY Purchasing Supervisor.
13. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
14. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, information, and/or other documents or materials prepared by and/or submitted to CONTRACTOR hereunder shall become the property of CITY. In the event of the termination of this Contract for any reason whatsoever, CONTRACTOR shall promptly turn over all said reports, drawings, renderings, information and/or other documents or materials to CITY without exception or reservation.
15. **JURISDICTION AND VENUE.** This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding the Contract or performance thereof shall be in Mendocino County, California. CONTRACTOR waives any right of removal it might have under California Code of Civil Procedure Section 394.
16. **RESIDENCY.** All independent CONTRACTORS providing services to CITY for compensation who seek an exemption from withholding of state income tax must file with the City a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.
17. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
18. **SEVERABILITY.** If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.
19. **CONFLICT OF INTEREST; CONFIDENTIALITY.** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Contract. Without limitation, CONTRACTOR represents to and agrees with the CITY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the CITY service hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the CITY, as determined in the reasonable judgment of the City Council.

The CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Contract for the CITY, will be kept confidential and not be disclosed to any other person. The CONTRACTOR agrees to immediately notify the CITY by notices provided in accordance with Paragraph 20 of this Contract, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Contract.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the CITY hereunder.

- 20. NOTICES.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally, by overnight courier or fax or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by regular first class mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party. Said notice shall be deemed given on the date received, if delivered personally, by overnight courier or fax, and 48 hours after deposit in the United States mail.

CITY OF UKIAH
Attn: Purchasing Supervisor
300 Seminary Avenue
FAX: 707-462-6204

XEROX CORPORATION
Attn: Office of General Counsel
45 Glover Ave. Ukiah, CA 95482
Norwalk, CT 06856

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Contract.

- 21. COMPLIANCE WITH LICENSING REQUIREMENTS.** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the CITY.

- 22. AUDITS; ACCESS TO RECORDS.** The CONTRACTOR shall make available to the CITY, its authorized agents, officers, or employees, for examination of any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the CITY, and shall furnish to the CITY, its authorized agents, officers or employees such other evidence or information as the CITY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with CITY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Contract. . CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The CITY Further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Contract or completion of all work hereunder, as evidenced in writing by the CITY, and the CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after CITY makes the final or last payment or within four (4) years after any pending issues between the CITY and CONTRACTOR with respect to this Contract are closed, whichever is later.

- 23. ADDITIONAL PROVISIONS.** This Contract shall be governed by the laws of the State of California. It constitutes the entire Contract between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Contract.

- 24. Execution of Agreement.** This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. Alternatively, this Agreement may be executed and delivered by facsimile or other electronic transmission, and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. When executed using either alternative, the executed agreement shall be deemed an original admissible as evidence in any administrative or judicial proceeding to prove the terms and content of this Agreement."

25. MISCELLANEOUS.

- A. CITY authorizes CONTRACTOR or CONTRACTOR'S agent to file UCC financing statements. The parties intend this to be a "Finance Lease" under Article 2A of the Uniform Commercial Code ("UCC"). CITY waives all rights and remedies allowed by Article 2A of the UCC.
- B. Lease Terms.
1. **Non-Cancelable Agreement.** LEASE ORDERS CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, CITY'S OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. EXCEPT FOR THE CITY'S RIGHT TO RETURN EQUIPMENT AT XEROX EXPENSE, AS PROVIDED IN THIS AGREEMENT, ANY CLAIM AGAINST XEROX MUST BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
 2. **CITY Default & Xerox Remedies.** CITY will be in default under an Order if CONTRACTOR does not receive any payment within 15 days after the date it is due (45-days after the invoice date) or CITY breaches any other obligation under the Contract, any Order, or any other Contract with CONTRACTOR. If CITY defaults under the Contract or any Order, CONTRACTOR may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at CITY's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid as allowed under California law; (b) the Minimum Lease Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Equipment Order Term, discounted at 4% per annum; and (c) the applicable Purchase Option; and (d) all applicable Taxes. If CITY makes the Equipment available for removal by Xerox within 31-days after the notice of default, in the same condition as when delivered, reasonable wear and tear accepted, upon recovery of the Equipment CITY will receive a credit for the fair market value of the Equipment as determined by CONTRACTOR, less any costs incurred by CONTRACTOR. CITY will pay all reasonable costs, including attorneys' fees, incurred by CONTRACTOR to enforce the Contract or any Order.
 3. **Basic Maintenance Services.** Maintenance Services will be provided during CONTRACTOR'S standard working hours, 8 A.M. to 5 P.M., Monday through Friday, in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect, or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories or products not serviced by CONTRACTOR; (d) non-CONTRACTOR alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals.
 4. **Cartridges.** Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet CONTRACTOR's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point.
 5. **Consumable Supplies.** Maintenance Services will include black toner and/or solid ink and color toner, staples, and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Consumable Supplies are CONTRACTOR'S property until used by CITY, and CITY will use Consumable Supplies only with the Equipment for which "Consumable Supplies" is included in the Maintenance Plan. If recycling information is furnished with Consumables Supplies, CITY agrees to return the used item, at CONTRACTOR's expense, for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon the Contract's expiration, CITY will include any unused Consumable Supplies with the Equipment for return to

CONTRACTOR at the time of removal. If CITY's use of Consumable Supplies exceeds CONTRACTOR's published yield by more than 10%, CONTRACTOR will notify CITY of such excess usage. If such excess usage does not cease within 31-days after such notice, CONTRACTOR may charge CITY for such excess usage. For the avoidance of doubt, CONTRACTOR's yields are based on prints, impressions, linear fleet, or copies containing the normal mix of text and graphics to determine the expected yield of Consumable Supplies under normal operating conditions. Upon request, CITY will provide current meter reads and/or an inventory of Consumable Supplies in its possession.

6. **Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by CONTRACTOR via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply levels, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by CONTRACTOR. The automatic data transmission capability will not allow CONTRACTOR to read, view, or download any CITY data, documents, or other information residing on or passing through the Equipment or CITY's information management systems. If requested in writing CONTRACTOR will turn off and disable the Remote Services capability.
7. **Data Security.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely CITY's responsibility. Upon request, CONTRACTOR will provide additional information to CITY regarding the security features available for particular Equipment models.
8. **Warranty Disclaimer & Waivers.** CONTRACTOR DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Intellectual Property Indemnity.** CONTRACTOR will defend, and pay any settlement agreed to by CONTRACTOR or any final judgment for, any claim that a CONTRACTOR-brand Product infringes a third party's U.S. intellectual property rights. CITY will promptly notify CONTRACTOR of any alleged infringement and permit CONTRACTOR to direct the defense. CONTRACTOR is not responsible for any non-CONTRACTOR litigation expenses or settlements unless CONTRACTOR pre-approves them in writing. To avoid infringement, CONTRACTOR may modify or substitute an equivalent Xerox-brand Product, or obtain any necessary licenses. CONTRACTOR is not liable for any infringement based upon a Xerox-brand Product being modified to CITY's specifications, or being used or sold with products not provided by CONTRACTOR.
10. **Limitation of Liability.** Except for personal injury (including death), property damage, or intellectual property indemnity indemnification obligations set forth in the Contract, Xerox will not be liable to CITY for any direct damages relating to the Contract or any Order written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable Order. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Contract or any Order written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory.
11. **Force Majeure.** Xerox will not be liable to CITY and CITY will not be liable to Xerox during any period in which their performance is delayed or prevented, in whole or in part, by a circumstance beyond their reasonable control. Xerox will notify CITY and CITY will notify Xerox if such a circumstance occurs.
12. **Taxes.** CITY is responsible for all applicable taxes, fees, or charges of any kind, (including interest and penalties) assessed by any governmental entity on the Contract or the amounts payable under the Contract ("Taxes"), which will be included in CONTRACTOR's invoice, unless CITY provides proof of its tax exemption status. Taxes do not include taxes on Xerox's income and, for Lease Orders taxes do not include personal property taxes in jurisdictions where CONTRACTOR is required to pay personal property taxes. Except for Equipment that includes a Bargain Purchase Option, a Lease Order is a lease for all income tax purposes, and CITY will not claim any credit or

deduction for depreciation of the Equipment, or take any other action inconsistent with its role as lessee of the Equipment.

13. Late Charges.

- A. **Late Charge.** If a payment is not received by CONTRACTOR within 15-days after the due date (45 days after the invoice date), CONTRACTOR may charge, and CITY will pay, a late interest charge as allowed under California law.

Software

- 14. Software License.** CONTRACTOR grants CITY a non-exclusive, non-transferable license to use (a) the software and accompanying documentation provided with the Xerox-brand Equipment ("Base Software") in the U.S.: only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an Order as "Application Software" only on any single unit of equipment for as long as CITY is current in the payment of all fees. "Base Software" and "Application Software" are referred to collectively as "Software".

- A. CITY has no other rights and may not: (a) copy, distribute, modify, create derivatives of, decompile, or reverse engineer Software; (b) activate Software delivered with the Equipment in an inactivated state; or (c) allow others to engage in same.
- B. Title to, and all intellectual property rights in, Software will reside solely with CONTRACTOR and/or its licensors, who will be considered third-party beneficiaries of this subsection.
- C. The Base Software license will terminate (a) upon the expiration of any individual Agreement under which CITY has rented or leased the Equipment, unless CITY has exercised an option to purchase the Equipment or if (b) if CITY is a lessor of the Equipment and its first lessee no longer uses or possesses the Equipment;
- D. Neither CONTRACTOR nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
- E. Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) CONTRACTOR is denied access to periodically reset such code; (ii) you are notified of a default under this Agreement; or (iii) your license is terminated or expires
- F. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

- 15. Software Support.** CONTRACTOR will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable Order and any renewal period. For Application Software, Software Support will be provided as long as CITY is current in the payment of all applicable fees.

- A. CONTRACTOR will maintain a web-based or toll-free hotline during CONTRACTOR's standard working hours to report Software problems and answer Software-related questions.
- B. CONTRACTOR, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of six (6) months after the current Release is made available to CITY. CONTRACTOR will not be required to provide Software Support if CITY has modified the Software.
- C. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that CONTRACTOR may make available will be provided at no charge. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at CONTRACTOR's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of the Contract, unless otherwise noted.

Implementation of a Release may require CITY to procure, at CITY's expense, additional hardware, and/or software from CONTRACTOR or another entity.

16. **Diagnostic Software.** Software used to maintain the Equipment and/or diagnose its failure or substandard performance (collectively "Diagnostic Software") is embedded in, resides in, or may be loaded on the Equipment. Title to Diagnostic Software will remain with CONTRACTOR or its licensors. CITY agrees that CITY's acquisition of the Equipment does not grant CITY a license or right to use Diagnostic Software for any purpose, or allow third parties to do so. CITY agrees at all times to allow CONTRACTOR reasonable access to the Equipment to access, monitor, and otherwise takes steps to prevent unauthorized use or reproduction of Diagnostic Software, provided that such access to CITY's facility will be during normal business hours.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

XEROX CORPORATION

BY: _____

4/6/2015

PRINT NAME: John de la Cuadra / Controller USCG West

Date

16-0468020

CITY OF UKIAH

BY: _____

IRS IDN Number

4/8/15

Date

JANE CHAMBERS, CITY MANAGER

ATTEST: _____

4/8/15

Date

KRISTINE LAWLER, CITY CLERK

EXHIBIT A – EQUIPMENT

#1415162

Item	Product Description	Agreement Information	Requested Install Date	Lease Finance Payment	Print Charges			Maintenance Plan Features
					Meter	Volume Band	Per Print Rate	
Install Location: 300 SEMINARY AVE UKIAH, CA 95462-5400								
1	WT970P (WORKCENTRE T970) - Br Booklet Maker - Cte Folder - Envelope Feed Tray - High Capacity Feeder - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV Customer's Reference Information: Civic Center Main	4/20/2015	\$278.63	1: BW 2: Color	All Prints All Prints	\$0.0056 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2	WT970P (WORKCENTRE T970) - Br Booklet Maker - Cte Folder - Envelope Feed Tray - High Capacity Feeder - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV Customer's Reference Information: Public Safety Police	4/20/2015	\$278.63	1: BW 2: Color	All Prints All Prints	\$0.0056 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3	WT220PT (WT220PT 4TRAY) - 3-hole Punch (fin-ix) - 1 Line Fax - Ofc Finisher Lx - Postscript Kit - Analyst Services	Lease Term: 48 months Purchase Option: FMV Customer's Reference Information: Public Safety Fire	4/20/2015	\$142.56	1: BLACK 2: COLOR	All Prints All Prints	\$0.0082 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Install Location: 411 W CLAY ST UKIAH, CA 95462-7301								
4	WT970P (WORKCENTRE T970) - Br Booklet Maker - Cte Folder - Envelope Feed Tray - High Capacity Feeder - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV Customer's Reference Information: Civic Center Annex	4/20/2015	\$278.63	1: BW 2: Color	All Prints All Prints	\$0.0056 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total				\$278.63	Minimum Payments (Excluding applicable taxes)			
Install Location: 200 S SCHOOL ST UKIAH, CA 95462-4826								
5	WT970P (WORKCENTRE T970) - Br Booklet Maker - Cte Folder - Envelope Feed Tray - High Capacity Feeder - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV Customer's Reference Information: Conference Center	4/20/2015	\$278.63	1: BW 2: Color	All Prints All Prints	\$0.0056 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total				\$278.63	Minimum Payments (Excluding applicable taxes)			
Install Location: 431 S MAIN ST UKIAH, CA 95462-4923								
6	WT220PT (WT220PT 4TRAY) - 3-hole Punch (fin-ix) - 1 Line Fax - Ofc Finisher Lx - Postscript Kit - Analyst Services	Lease Term: 48 months Purchase Option: FMV Customer's Reference Information: Grace Hudson Museum	4/20/2015	\$142.56	1: BLACK 2: COLOR	All Prints All Prints	\$0.0082 \$0.0506	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total				\$142.56	Minimum Payments (Excluding applicable taxes)			



INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

I. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial **General Liability coverage** (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Worker's Compensation** insurance as required by the State of California and Employer's Liability Insurance.

II. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations.** 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. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the City. If for any reason the City does not approve such deductible, Contractor and City will discuss solutions to come to a mutually agreed upon, reasonable solution for both parties.

IV. **REQUIRED Insurance Provisions**

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

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

E. **Note: (This protects the Contractor)** -Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

V. **RATING - Acceptability of Insurers**

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. **Verification of Coverage**

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on **forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements or policies must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. If Xerox fails to meet these Insurance Requirements, the City reserves the right to require complete copies of all required insurance policies, including endorsements affecting the coverage required by these insurance requirements at any time. Premium information shall not be requested or provided.

VII. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287
FAX (707) 463-6204**

CURRENT PRICING**PROPOSED PRICING**

Monthly Averages		Xerox C7970 – Annex		Xerox 8170 - Annex	
		Price Per Page	Extended Price	Proposed Price Per Page if monthly allowance is surpassed: 10k B/W, 5k Color	Extended Price
Black & White	4945	\$ 0.0056	\$ 27.69	\$ 0.0050	\$ -
Color	12724	\$ 0.0506	\$ 643.83	\$ 0.0406	\$ 313.59
Monthly Lease			\$ 278.63	Monthly Lease	\$ 421.02
			\$ 950.16		\$ 734.61
Monthly Averages		Xerox C7970 – Civic Center		Xerox 8170 - Civic Center	
		Price Per Page	Extended Price	Proposed Price Per Page if monthly allowance is surpassed: 10k B/W, 5k Color	Extended Price
Black & White	3796	\$ 0.0056	\$ 21.26	\$ 0.0050	\$ -
Color	6285	\$ 0.0506	\$ 318.02	\$ 0.0406	\$ 52.17
Monthly Lease			\$ 278.63	Monthly Lease	\$ 421.02
			\$ 617.91		\$ 473.19
Monthly Averages		Xerox C7970 – Conference Center		Xerox 7020T2 - Conference Center	
		Price Per Page	Extended Price	Proposed Price Per Page	Extended Price
Black & White	461	\$ 0.0056	\$ 2.58	\$ 0.0076	\$ 3.50
Color	216	\$ 0.0506	\$ 10.93	\$ 0.0556	\$ 12.01
Monthly Lease			\$ 278.63	Monthly Lease	\$ 94.25
			\$ 292.14		\$ 109.76
Monthly Averages		Xerox C7970 – Public Safety		Xerox 8170 - Public Safety	
		Price Per Page	Extended Price	Proposed Price Per Page if monthly allowance is surpassed: 10k B/W, 5k Color	Extended Price
Black & White	4858	\$ 0.0056	\$ 27.20	\$ 0.0050	\$ -
Color	2991	\$ 0.0506	\$ 151.34	\$ 0.0406	\$ -
Monthly Lease			\$ 278.63	Monthly Lease	\$ 421.02
			\$ 457.18		\$ 421.02
Monthly Averages		Xerox C7220 – Museum		Xerox C7020T2 - Museum	
		Price Per Page	Extended Price	Proposed Price Per Page	Extended Price
Black & White	486	\$ 0.0082	\$ 3.99	\$ 0.0076	\$ 3.69
Color	522	\$ 0.0506	\$ 26.41	\$ 0.0556	\$ 29.02
Monthly Lease			\$ 142.56	Monthly Lease	\$ 76.93
			\$ 172.96		\$ 109.65
Monthly Averages		Xerox C7220 – Public Safety		Xerox C7020T2 - Public Safety	
		Price Per Page	Extended Price	Proposed Price Per Page	Extended Price
Black & White	3639	\$ 0.0082	\$ 29.84	\$ 0.0076	\$ 27.66
Color	1105	\$ 0.0506	\$ 55.91	\$ 0.0556	\$ 61.44
Monthly Lease			\$ 142.56	Monthly Lease	\$ 109.68
			\$ 228.31		\$ 198.77
Monthly Averages		Copystar CS3010 - UVFA		Xerox C7020T2 - UVFA	
		Price Per Page	Extended Price	Proposed Price Per Page	Extended Price
Black & White	2133		\$ -	\$ 0.0076	\$ 16.21
Color			\$ -	\$ 0.0556	\$ -
Monthly Lease			\$ 193.60	Monthly Lease	\$ 115.31
			\$ 193.60		\$ 131.52

Monthly Total	\$	2,912.26	\$	2,178.53
Annual Total	\$	34,947.08	\$	26,142.40
4 Year Total	\$	139,788.33	\$	104,569.59

Copiers and Printers

Solicitation Number 19-11

Region 4 Education Service Center

Xerox Corporation

Prepared by Rachael Jones Turner

SLED Cooperative Contracts Manager

November 26, 2019, 10:00 AM CT



**made
to
think.**

xerox™

November 19, 2019

Ms. Crystal Wallace
Business Operations Specialist
Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092

Dear Ms. Wallace:

xerox™

Rachael Jones Turner
*SLED Cooperative Contracts
Manager*

Xerox Corporation
5700 Warland Dr., #220A
Cypress, CA 90045

Rachael.Jones@Xerox.com
tel 310.258.6266

Xerox Corporation is pleased to respond to Region 4 ESC's Request for Proposal for Copiers and Printers, RFP # 19-11. As a Region 4 ESC Supplier for the past 20 years, we have provided world-class technology, service and support to OMNIA Partners' members and we are proud of the loyalty we have developed with our existing customer base by leveraging the Region 4 ESC agreements. We are committed to helping members by providing innovative technology and solutions to customers of all sizes, regardless of complexity or number of customer locations.

Xerox's focus is helping people communicate and work more efficiently. We apply our expertise in imaging and printing and the development of secure and automated solutions to help our customers improve productivity and increase client satisfaction. A continued partnership with us will be one that OMNIA Partners members can count on. Xerox is uniquely positioned to provide the utmost value to the members based on the full integral package we deliver:

- Our extensive portfolio of products, scalable from an office environment of any size to a full-scale production print shop.
- Our software solutions such as our ConnectKey™ software platform that enable integration of technology, software and services to securely design and manage the digitization and workflow of content for users.
- A variety of financial constructs including lease, purchase and rental offerings at discounted pricing.
- U.S. Distribution channels, that include a national sales organization and authorized Agents existing in all 50 states as well as the District of Columbia, Puerto Rico and Guam, that have demonstrated competence and experience in State & Local Government requirements and procurement policies.
- The Xerox Public Sector Center of Excellence (COE), our superior national infrastructure solely responsible for all aspects of government contracting ensuring contract education nationally, consistency of pricing and controls and compliance to the terms and conditions of the Master Agreement.
- Our superior service coverage with a network of customer service engineers deployed nationwide.

Continuous improvement is a pillar of our partnership approach. This solution delivers the best in class Xerox technology and provides the ability to partner with a proven global leader. Xerox provides a broad scope of products and a wide variety of solutions ensuring that Xerox is always there to support OMNIA Partners members continuous journey of innovative process improvement, global standardization and cost reduction. Our philosophy is Customers for Life, which embodies the importance we place in our partnerships and delivering ongoing excellence to customers.

Thank you for your consideration and confidence in Xerox. We look forward to the next steps of your procurement process and becoming your trusted partner for Copiers and Printers Services.

Sincerely,



Rachael Jones Turner, SLED Cooperative Contracts Manager
Public Sector / Healthcare Center of Excellence
Sales Enablement Americas Operations

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Executive Summary

Introduction

Rising costs and reductions in funding have made it increasingly difficult for public agencies of any size or location to navigate through the complex world of printing and document output. Single-handedly managing a print environment while maximizing efficiency and savings on costs is demanding, time-consuming and always challenging. As Region 4 ESC embarks on a mission to find a provider that has the depth, breadth and quality of resources necessary to implement and manage a contract nationwide, Xerox can make the choice simple. We can help Region 4 ESC achieve its goals by offering and managing all Document Management Technologies and Services enabling Region 4 ESC to extend the cooperative contract to agencies nationwide through OMNIA Partners.

The Best in Print Technology

As a recognized technology industry leader, Xerox possesses a broad portfolio of the latest technology and software platform. Our continuous commitment to innovation and research and development has produced award winning products with unmatched features and capabilities. Comparative tests conducted by independent research laboratories have consistently shown that Xerox devices offer substantial advantages through enhanced productivity, faster workflows, dependable security, improved cost controls, effortless device management and impeccable green credentials. We invest in bringing new capabilities to the market such as our ConnectKey™ software to enable our devices to integrate into digital workflows.

The Xerox offering includes our entire product line of desktop and multifunction printers, mid-range devices and production solutions ranging from cut-sheet to inkjet presses. Our offer consists of not-to-exceed discounted price for single units, plus bulk buy and promotional discounted pricing for all products and related services. All aspects of our products are menu-driven, where OMNIA Partner members can select the equipment that best suits their particular needs. We are offering this technology as an outright purchase, as well as 36-, 48- or 60-month lease and 36-month rental.

Renowned industry analysts such as Buyers Laboratory LLC (BLI), the world's leading independent evaluator of document imaging hardware and software, have consistently ranked Xerox as the leader in document and imaging technology. To name a few, BLI recently recognized the Xerox VersaLink C8000 and VersaLink C9000 Color Printers as the 2019 BLI Summer Pick Awards for outstanding Tabloid Color Printer for Large Workgroups and Outstanding Tabloid Color Printer for Enterprise Environments. Additionally, BLI named Xerox as the Leader in MFP Platform & App Ecosystem for leading the industry with a large portfolio of productivity apps and as the Software Line of the Year for offering the most complete imaging software portfolio for small businesses to global enterprise organizations.

Qualification and Experience

We are a leader in our industry and have a strong and valuable global brand. Our experience and broad customer base gives us a unique perspective and understanding of the inner-workings of business, and our technology allows us to add intelligence to the development of solutions to connect to the physical and digital worlds of work. A significant portion of our revenues is derived from contracts with U.S. state and local governments and their agencies.

We bring true value add to the customers we serve, enabling Xerox to communicate the value of the Region 4 ESC contracts. We have significant experience leveraging the current Region 4 ESC Copier Printer contract with 2,019 member institutions leveraging the contract and 12,788 product installs under contract.

One of the enablers to our success in leveraging cooperative contracts is our Public Sector Center of Excellence, our national infrastructure solely responsible for all aspects of contracting within the Public Sector marketplace, including contract enablement and support, education, pricing, reporting, compliance and marketing. The Center of Excellence has a dedicated resource whose charter is to educate, promote and market the Region 4 ESC contracts to all of our Xerox sales channels. We offer comprehensive training to our multiple sales channels to provide the knowledge that they need to ensure the contract is represented consistent with the contract pricing and terms and conditions. The training is delivered through multiple training methods, including written contract documentation, web-based training and refresher training reinforced throughout the term of the contract.

Xerox is deeply committed to the success of the Region 4 ESC contracts. The power of Xerox's full array of products, related services and software, delivered by and supported by our national sales and service organization, combined with a partner such as OMNIA Partners enables OMNIA Partner members with value, productivity at the most efficient price point. We welcome the opportunity to continue our mutual partnership. Thank you for the opportunity to share our proposal and we look forward to the next steps of the procurement process and hitting the ground running as your partner for Copiers and Printers.

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

[Terms and Conditions Acceptance Form \(Appendix B\)](#)

A completed Draft Contract and Signature Form (Appendix A) and Terms and Conditions Acceptance Form (Appendix B) are included in the pages that follow.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name Xerox Corporation

Address 201 Merritt 7

City/State/Zip Norwalk, Connecticut 06851

Telephone No. 310-258-6266

Email Address Rachael.Jones@Xerox.com

Printed Name Rachael Jones Turner

Title SLED Cooperative Contracts Manager

Authorized signature *Rachael Jones Turner*

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B**TERMS & CONDITIONS ACCEPTANCE FORM**

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

Check one of the following responses:

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

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

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

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

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

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

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

Section 22/Page 5 Warranty Conditions (Lease)	Term	Xerox provides warranty by way of a monthly billed maintenance agreement, which is a mandatory part of the monthly lease payment. Maintenance agreements commence upon installation of the equipment Xerox will repair or replace defective parts or equipment at Xerox's expense for the duration of the lease agreement.	
Section 29/Page 6 Funding Out Clause	Term	This provision shall not apply to private not for profit users of the Contract. Additionally, these pre-conditions apply to any fund-outs: a. REGION 4 ESC Member provides written notice 30 days prior to the beginning of the fiscal year for which its legislative body does not appropriate funds; send Xerox written notice stating that its legislative body, though no action on REGION 4 ESC Member's part, failed to appropriate funds for the next fiscal year. b. In addition, the REGION 4 ESC Member agrees at REGION 4 ESC's expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances, normal wear and tear excepted. The REGION 4 ESC Member will then be released from its obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).	

Section 30/Page 6 Indemnity	Term	Xerox, to the extent permissible by law, submits the following with respect to Indemnity: a. Xerox shall indemnify and hold the REGION 4 ESC, its officers, agents and employees harmless from and against all third party claims, damages, losses, or causes of actions for personal injury (including death) or damage to tangible property to the extent such injury or damage was found by a court or administrative agency of competent jurisdiction to have been proximately caused by Xerox's performance pursuant to this Contract. The foregoing indemnity is contingent upon REGION 4 ESC giving Xerox written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder and permits Xerox to control the defense of any such claim or action and Xerox's own expense. Notice shall be sent to "Corporate Risk, Xerox Corporation, 201 Merritt 7, Norwalk, CT 06851-1056". REGION 4 ESC agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that REGION 4 ESC shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Xerox with all reasonable assistance which Xerox may require. b. Except for indemnified matters and to the extent permitted by applicable law, all other liability of Xerox to the REGION 4 ESC for damages of any kind or type, including but not limited to direct, indirect, consequential, incidental, or special damages, arising from Xerox's performance or failure to perform under this Contract, or by virtue of Xerox's tortious conduct (including negligence whether passive or active) shall be limited to the amounts paid by the REGION 4 ESC under this Agreement. Provided, however, that the foregoing limitation of liability shall not apply to claims by the REGION 4 ESC for damage to real or tangible property caused by Xerox's negligence.	
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Additional Terms to be included:

Appendix B-Exhibit 1- General Terms and Conditions Applicable to all Transactions

Appendix B-Exhibit 2- Software Terms

Appendix B-Exhibit 3- Lease Terms

Appendix B-Exhibit 4- Cash Purchase Terms

Appendix B-Exhibit 5- Maintenance Terms

Appendix B-Exhibit 6- Rental Terms

Appendix B-Exhibit 7- Production Ink Jet Baltoro, Trivor, Rialto) Terms

Appendix B- Exhibit 1

General Terms and Conditions to all Transactions

General Terms

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

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

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

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

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

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

Appendix B-Exhibit 2

SOFTWARE TERMS

1. SOFTWARE LICENSE

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

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

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

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

2. SOFTWARE SUPPORT

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

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

3. DIAGNOSTIC SOFTWARE

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

4. THIRD PARTY SOFTWARE

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

5. FREEFLOW TERMS AND CONDITIONS

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

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

and DFARS 227.7202-3(a).

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

Appendix B-Exhibit 3

LEASE TERMS

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

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

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

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

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

Appendix B-Exhibit 4

Cash Purchase Terms

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

Appendix B- Exhibit 5

MAINTENANCE TERMS

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

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

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

Appendix B- Exhibit 6

RENTAL TERMS

Rental Terms

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

APPENDIX B - EXHIBIT 7

Production Inkjet Specific Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR MICROSOFT:

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

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

FOR ADOBE:

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

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

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

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

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

THIRD PARTY HARDWARE MAINTENANCE.

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

connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).

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

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

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

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

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

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

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

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

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

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

Tab 2 – Products/Pricing

a) Products/Pricing

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

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

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

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

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

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

iii. Is pricing available for all products and services?

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

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

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

iv. Describe any shipping charges.

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

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

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

vi. Describe any return and restocking fees.

Xerox does not charge restocking or return fees.

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

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

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

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

ix. Describe payment methods offered.

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

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

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

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

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

xii. Provide any additional information relevant to this section.

Xerox does not have any additional information to present.

Tab 3 – Performance Capability

a. OMNIA Partners documents

b) Performance Capability

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

3.0. Supplier Response (Appendix D, Exhibit A)

3.0 SUPPLIER RESPONSE

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

3.1 Company

A. Brief history and description of Supplier.

History

The roots of Xerox Corporation go back over 100 years to our humble beginnings as the Haloid Company, established in 1906. In that time, we pioneered and brought to market many of the technologies and solutions used by office workers every day. From the first xerographic image made in 1938 to breakthroughs in home and business computing during the 1970's and our influence and leadership in shaping the current Managed Print Services (MPS) offering; to delivering our "game changing"

ConnectKey® Technology, which enables modern workers to leverage Xerox® Multifunction Devices (MFDs) to simplify the way work gets done in the office and on the go.



Chester Carlson's Invention

The use of electricity to transfer an image

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

Xerox Today

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

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

To learn more, visit us on Xerox.com, Xerox Innovation History and Xerox Today.

Xerox Research and Innovation

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

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



Xerox Values

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

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

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

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

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

Xerox Direct Enterprise

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

Xerox Business Solutions (XBS)

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

Authorized Xerox Sales Agencies

- Independent Sales Agents that exclusively represent Xerox.

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

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

Support Centers

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

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

Corporate Office

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

D. Annual sales for the three previous fiscal years.

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

E. Submit FEIN and Dunn & Bradstreet report.

FEIN

Xerox FEIN: 16-0468020.

Dunn & Bradstreet Report

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

F. Describe any green or environmental initiatives or policies.

Innovation for Sustainable Products and Services

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

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

Since the 1990s, Xerox has focused on "Design for Sustainability" because we recognize that our products have environmental, social, and economic effects throughout their life cycle. Design for Sustainability consists of criteria for each phase of the corporation's product design and delivery process. Design teams are required to respond to each criterion before passing on to the next phase of the process. We developed the criteria based on global standards, market trends, and quantitative analysis.

Our requirements for minimizing toxic materials govern our product design and materials selection. We have reengineered or eliminated processes to dramatically reduce the use of toxic materials and heavy metals and have made substantial progress in eliminating the use of mercury. Mercury-containing lamps that scan images and backlight user displays are being phased-out as alternatives become available.

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

Driving a Paperless Environment with Intelligent Workplace Services

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

Reforesting World's Most Treasured Ecosystems

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

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

Pioneering IoT Sensors to Advance the World's Infrastructure

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

100% of New 2018 Products Earned ENERGY STAR Status

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

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

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

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

Focused on Eliminating Waste with Packaging and Distribution

Packaging and distribution are integral parts of our product commercialization process. We strive to eliminate, reduce, reuse, and recycle packaging whenever feasible. Product teams actively seek out more environmentally responsible packaging alternatives. We also require packaging suppliers to comply with bans and restrictions for a variety of chemicals. We document our expectations in our Environment, Health and Safety Requirements for Packaging Standard—EHS-710 and our General Packaging Standard—88P311. Our commercial equipment is designed and tested extensively to be shipped with minimal required packaging. Eliminating or reducing packaging wherever feasible conserves natural resources and decreases fuel use for distribution. Doing so represents a sustainability win for business and the environment.

Managing Products through the Full Life Cycle

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

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

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

EPEAT® product criteria combine comprehensive requirements for design, production, energy use, and recycling with ongoing independent verification of manufacturer claims. EPEAT criteria reflect several categories of environmental attributes that span the life cycle of electronic products: material selection, design for end-of-life, product longevity/life extension, energy conservation, end-of-life management, corporate performance, packaging, consumables, and indoor air quality. Xerox continues to support EPEAT initiatives, aids in the future success of the program, and supports the program's global expansion.

In 2018, we expanded our registration of products to Canada, the UK, France, Germany, Netherlands, Belgium, Luxembourg, Switzerland, Norway, Sweden, Finland, and Denmark, making Xerox the first imaging equipment manufacturer to register EPEAT products in Europe. Since 2014, Xerox has committed to launching all new eligible office products with EPEAT Silver or Gold certification. For example, all new VersaLink and AltaLink products are EPEAT Silver or Gold, as we continue to design our products with the environment in mind. Xerox is the only company to claim all eight EPEAT corporate optional criteria in the U.S. Learn more about the EPEAT program and view current Xerox eco-label registered products.

EHS&S Policies and Standards Govern Product Design

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

Comply with applicable environment, health, and safety laws; rules; regulations; and Xerox standards;
Take appropriate measures to protect the environment and health and safety of our employees, clients, suppliers, and neighbors from unacceptable risk;
Take appropriate measures to prevent workplace injuries and illnesses and provide employees with a safe and healthy work environment;
Assess environment, health, and safety effects before starting a new activity or project;
Comprehend environment, health, and safety effects in the design and acquisition of products and services;
Eliminate unacceptable risks from facilities, products, services, and processes;
Strive for continual improvement of its environmental management system and to conserve natural resources, eliminate the use of toxic and hazardous materials, prevent pollution, recover, reuse, and recycle;
Address climate change by reducing the carbon footprint of our operations, products, and services; and
Require suppliers to adhere to applicable environment, health, and safety laws; rules; regulations; and Xerox Standards.

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

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

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

Putting Health, Safety, and Compliance First

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

Striving for a Circular Economy

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

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

Waste as a Resource

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

Design for the Future

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

Adaptive Business Model

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

Takeback and Recycling

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

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

Equipment and Parts Takeback and Recycling

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

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

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

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

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

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

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

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

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

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

Responsible Operations: Reducing our Company-wide Environmental Footprint

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

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

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

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

The system:

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

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

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

Energy Goal 2025

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

This 10-year initiative set a goal to reduce GHG emissions across all company operations by 10 percent by 2012. We met this target six years ahead of schedule and set increasingly stringent targets as each previous target was met. By 2016, our cumulative GHG reduction totaled 302,000 tons of carbon dioxide equivalents (CO₂e).

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

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

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

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

Greenhouse Gas Inventory

In accordance with the international guidelines of the Greenhouse Gas Protocol developed by the World Resources Institute and the World Business Council for Sustainable Development, we track the six major GHGs: carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). As noted, we express our carbon footprint in terms of carbon dioxide equivalents (CO₂e).

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

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

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

In 2018, Xerox GHG emissions totaled 151,877 metric tons of CO₂e, which is a 15 percent reduction from a 2016 baseline. About 60 percent were direct emissions from the combustion of natural gas, gasoline, and diesel fuel. The remaining 40 percent of the GHG emissions total were indirect emissions from purchased electricity and steam. Xerox-owned or leased facilities, such as manufacturing sites, offices, and warehouses, are associated with 58 percent of our direct GHG emissions. The remaining 42 percent are direct emissions from our service and sales vehicle fleet and other mobile sources.

Scope 3 Emissions

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

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

Third-Party GHG Verification

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

Climate Change Risks and Opportunities

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

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

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

Materiality

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

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

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

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

Client Health and Safety

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

Compliance

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

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

Safe Products and Services

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

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

Materials

Xerox was the first and remains the only company in our industry to have concluded two comprehensive investigations that lasted more than three decades on the health risks of inhaling xerographic toner. These studies included assessments of the health of current employees and the causes of death for

people who worked for the company between 1960 and 1982. The analysis demonstrated that the health and mortality patterns of Xerox employees were consistent with a healthy working population and, in fact, our employees had a lower rate of disease (i.e., were healthier) than the general population. In October 2010, the mortality study was published in the peer-reviewed Journal of Occupational and Environmental Medicine.

We have made a long-term commitment to eliminate the use of persistent bioaccumulative and toxic materials throughout our supply chain by applying strict internal standards and tightly managing chemicals. Our supplier requirements are periodically updated as regulations change, and new information becomes available. All new product designs refer to these requirements, and suppliers are expected to verify their compliance with them. Learn more at www.xerox.com/environment.

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

Ergonomics

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

Machine Emissions

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

Accessibility and Mobility

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

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

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

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

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

Xerox Replacement Cartridges (XRC) — Reducing Solid Waste

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

Shifts toward More Energy-Efficient Technologies

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

Increased Reliability of Xerox Equipment and Parts

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

Efficient Use of Paper

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

Solid Ink

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

Toner & Parts Recycling

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

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

Managing Supplies Responsibly

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

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

Remanufacture

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

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

Recycle

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

Rehabilitate

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

Product Take-Back and Recycling

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

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

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

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

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

I. Describe how supplier differentiates itself from its competitors.

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

Our Approach

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

Our Market Position

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

Our People

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

Our Technology and Innovation

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

Security Protocols Providing the Upmost Protection for our Customers

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

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

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

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

Bankruptcy

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

Litigation

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

Reorganization

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

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

Xerox is a publicly held corporation.

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

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

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

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

L. Describe any debarment or suspension actions taken against supplier

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

3.2 Distribution, Logistics

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

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

Xerox Technology & Software – Workplace and Production Solutions

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

Software Platform	What makes Xerox Printer/Multifunction Printer (MFP) unique is that they are built on the <u>Xerox ConnectKey® Technology platform</u> . This platform enables a Process for Workflow Improvement. It operates with an intuitive tablet-like touchscreen user interface. The platform is an open embedded platform that allows the device to be programmed to address specific workflows. This new capability is driven by embedded or server-based software inside the firewall or in the cloud. As such, the smart Printer/MFP incorporates an ecosystem of hardware, software, and services to address ESC's document and information processing requirements.
Customized Applications	Our apps extend the capabilities of your MFDs and help you make the most of your hardware investment. But unlike traditional software, our apps do not require a dedicated server, PC or IT resource. Instead these apps are lightweight, serverless solutions you can download to your ConnectKey enabled MFP. Xerox has over 100 workplace apps. Here are a few examples: - The <u>Xerox® Easy Translator Service App</u>, translates to 35+ languages. Xerox® Easy Translator Service is a cloud translation service. The service offers several levels of translation ranging from scan in a document to a Xerox multifunction printer and receive a translation printed out to the highest level, which is a human word for word translation. - The <u>Xerox® Audio Documents App</u>, an app available for use with your <u>ConnectKey® Technology</u>-enabled devices that will convert a hard copy document to an audio file - The <u>Xerox Proof-Reader Service App</u>, gives users instant access to a powerful tool that checks for spelling, grammar, style, and plagiarism right from the MFP. A report with suggested corrections can be printed and/or emailed to the user, all right from the device. Users also have access to a web portal at https://xeroxproofreader.com to upload electronic documents for instant feedback.

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

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

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

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

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

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

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

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

The benefits of Ryder and Carrier include:

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

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

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

3.3 Marketing and Sales

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

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

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

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

Within 30 days of award:

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

Within 60 days of award:

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

Within 90 days of award:

- Assess success of contract launch and make adjustment as needed

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

i. [Creation and distribution of a co-branded press release to trade publications](#)

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

ii. [Announcement, Master Agreements details and contact information published on the Supplier's website within first 90 days](#)

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

iii. [Design, publication and distribution of co-branded marketing materials within first 90 days](#)

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

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

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

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

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

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

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

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

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

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

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

Cooperative contracts include:

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

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

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

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

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

Xerox acknowledges and agrees.

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

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

Xerox acknowledges and agrees.

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

i. Executive Support

Mark Browning | Vice President

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

mark.browning@xerox.com

Phone: 717-777-6624

ii. Marketing

Staci McKee | Global Audience Marketing

Government | Healthcare | Education

Staci.mckee@xerox.com

Phone: 303-881-3718

iii. Sales

Rachael Jones Turner | SLED Cooperative Contracts Manager

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

Rachael.Jones@Xerox.com

Phone: 310-258-6266

iv. Sales Support

Jennifer Melgar | S&L Cooperative Contract Support Administrator

NAO – SE Xerox Sales Support Center

Jennifer.Melgar@Xerox.com

Phone: 503-685-2239

v. Financial Reporting

Kathlene M. Andris | Rebate Analyst

US Customer Business Operations

Kathlene.Andris@Xerox.com

Phone: 847-928-2543

vi. Accounts Payable

Kevin Rowland | Accounts Payable Manager | Systems Support Manager

CFO Global Operations

Kevin.Rowland@xerox.com

Phone: 585-427-3974

vii. Contracts

Rachael Jones Turner | SLED Cooperative Contracts Manager

Public Sector / Healthcare Center of Excellence

Sales Enablement Americas Operations

Rachael.Jones@Xerox.com

Phone: 310-258-6266

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

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

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

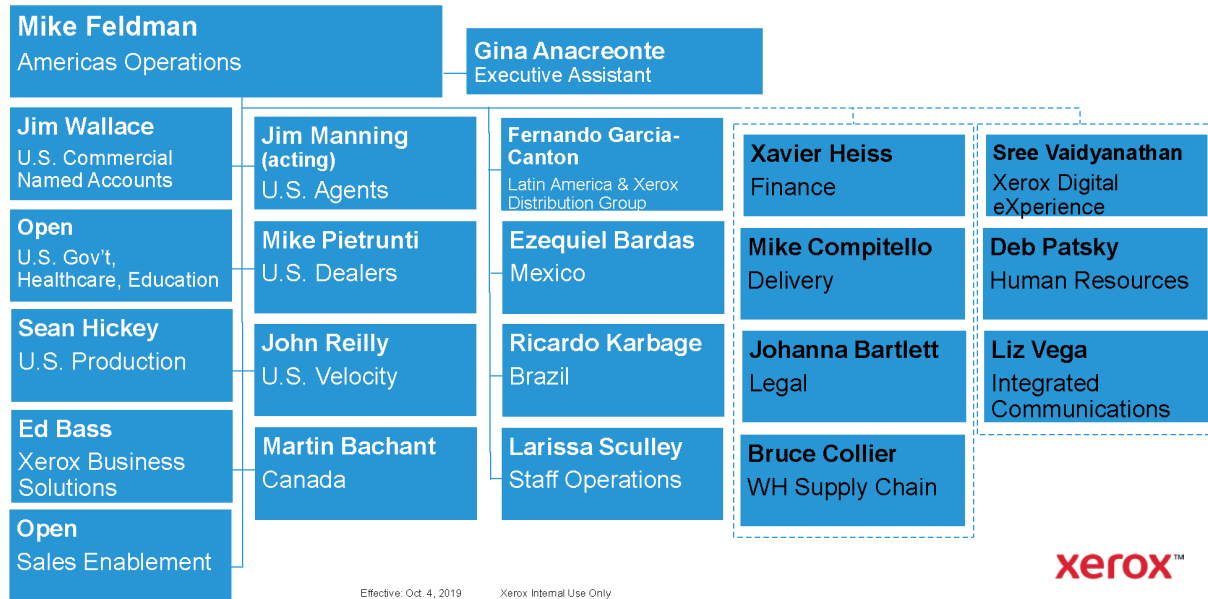
Jim Wallace leads both the U.S. Commercial Named Accounts and the Government, Healthcare & Education (GHE) sales teams.

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

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

Xerox's Americas Operations Organization chart is presented below.

Americas Operations Organization



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

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

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

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

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

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

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

Orders are entered into a centralized ordering system which is accessible to only authorized Sales Representatives and the Order Processing Representatives. Editing of the order is completed and the request for equipment or service is passed to distribution in the equipment procurement system to establish a delivery date and time. Additionally, any special requirements are noted, and the appropriate departments are automatically notified if their involvement is necessary at the time of installation. Once successfully installed and accepted a notification is sent to the billing system to start the invoicing of the equipment or service. Invoices are generated and delivered to the customer and are due upon receipt. Generally, any equipment ordered or invoiced can be tracked and any needed reporting can be pulled from a centralized database.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Xerox does not guarantee minimum contract sales as we are not familiar with the participating public agencies that are anticipated to utilize the resulting Master Agreement. Xerox will pay 3% on all revenue billed under the contract.

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

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

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

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

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

iv. Describe how Offeror responds to emergency orders.

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

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

1. If expedited delivery of product is known in advance of order signature the product can be shipped to Logistics in what is known as Pre-staging and be available for delivery promptly after signature.
2. Product can be sourced locally from existing non-expedited orders and assigned to the order requiring expedited delivery.
3. Demonstration units from local showrooms or sales offices can be provided as an interim solution for expedited product requests.
4. Short-term rental of similar or substitute product can be arranged if the required product cannot be expedited through pre-staging, local sourcing, or if demonstration units are not available.

v. What is Offeror's average Fill Rate?

Xerox's fill rate is 95%.

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

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

vii. Describe Offeror's return and restocking policy.



All leased equipment proposed will be covered under a Xerox Full Service Maintenance Agreement (FSMA) for the full term of the lease. FSMA offers a worry-free investment with Xerox, as any device that Xerox cannot maintain in good working order (and thus is deemed defective by Xerox) will be replaced with a like model of similar features and functionality.

This applies to all leased equipment that has been continuously maintained under a Xerox Agreement with Full Service Maintenance Agreement (FSMA). FSMA is also offered for customer-owned purchased Xerox-brand equipment guaranteeing the same like-for-like replacement during the term of the FSMA. Xerox highly recommends annual purchase of the FSMA for all Xerox brand customer-owned equipment.

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

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

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

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

All leased equipment proposed will be covered under a Xerox Full Service Maintenance Agreement (FSMA) for the full term of the lease. FSMA offers a worry-free investment with Xerox, as any device that Xerox cannot maintain in good working order (and thus is deemed defective by Xerox) will be replaced with a like model of similar features and functionality.

This applies to all leased equipment that has been continuously maintained under a Xerox Agreement with FSMA. FSMA is also offered for customer-owned purchased Xerox-brand equipment guaranteeing the same like-for-like replacement during the term of the FSMA. Xerox highly recommends annual purchase of the FSMA for all Xerox brand customer-owned equipment.

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

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

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

The CSCs handle more than 45,000 customer calls per day, averaging two to three minutes per call. They are staffed with highly trained and dedicated Customer Support Representatives (CSRs) using new technology, such as Remote Customer Assistance (RCA). Using CasePoint software, the CSRs can ask product-specific questions based on what the customer is telling them. Once the customer has told the CSR the type of equipment and problem, the CSR can go into CasePoint and ask a series of questions that will either result in a solution or an instruction to initiate a service call. This knowledge-based system is very effective in improving customer up time and reducing overall solution time.

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

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



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

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

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

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

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

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

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

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

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

xii. Describe the financial condition of Offeror.

Financial Condition

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

Financial Stability

Our financial stability is backed by a proven track record of maintaining strong margins through ongoing cost and productivity initiatives. As markets shift, we undertake restructuring to optimize our workforce

and facilities to best align our resources with the growth areas of our business, and to maximize profitability and cash flow in businesses that are declining.

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

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

Annual Report

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

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

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

Offered as a value-added service to Xerox clients, we will create a web ordering portal, e-catalog or PunchOut site specifically for your business. We will help you through the planning, procurement and deployment process online through 24 / 7 site availability, purchasing level approval workflow and online viewing of contract terms and conditions. Links to additional information such as contact information for your Xerox account team can also be added to your custom B2B storefront (extranet).

With our eCommerce solutions, you can easily:

- Procure Xerox equipment, supplies, and services at your contracted prices
- Select custom-built products or choose from commonly-ordered / standard configurations
- Lower procurement costs through automation and reduction in order cycle time
- Control spend and ensure contract adherence
- Maintain order accuracy
- Establish a My Favorites list for consistency of regularly-ordered items
- Create role-based user accounts and multiple levels of order workflow approval
- Track order status
- Access and manage your account information quickly and easily
- Collaborate online with your Xerox account team
- Reduce environmental impact by eliminating paper forms and using a digital procure to pay process.

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

Xerox Customer Web Ordering Portal

A private extranet site with a comprehensive catalog of products at negotiated prices, collaboration tools and account management capabilities.

Trading Hub: e-Catalog

A portfolio of all available products, supplies and services at your negotiated prices, posted on your intranet.

Trading Hub: Punch-Out Round Trip

A private extranet connected to your eProcurement system (SAP Ariba, Jaggaer, Coupa, etc.) via punch-out link. Authorized users add PO line items to a shopping cart that is sent directly to your ERP for approval.

xiv. Describe the Offeror's safety record.

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

xv. Provide any additional information relevant to this section.

Xerox does not have any additional information to present.

Tab 4 – Qualification and Experience

a. References

c) Qualification and Experience

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

History

The roots of Xerox Corporation go back over 100 years to our humble beginnings as the Haloid Company, established in 1906. In that time, we pioneered and brought to market many of the technologies and solutions used by office workers every day. From the first xerographic image made in 1938 to breakthroughs in home and business computing during the 1970's and our influence and leadership in shaping the current Managed Print Services (MPS) offering; to delivering our "game changing" ConnectKey® Technology, which enables modern workers to leverage Xerox® Multifunction Devices (MFDs) to simplify the way work gets done in the office and on the go.



Chester Carlson's Invention

The use of electricity to transfer an image

Xerox Today

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

To learn more, visit us on Xerox.com, Xerox Innovation History and Xerox Today.

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

Xerox Research and Innovation

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



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

Xerox Values

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

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

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

Corporate Office

Our registered corporate office address is:

Xerox Corporation
201 Merritt 7
Norwalk, CT 06851-1056

ii. Describe Offeror's reputation in the marketplace.

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

Industry Strength

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

We expect to focus on the following:

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

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

Superior Print Performance with Xerox

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

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

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

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

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

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

Award Winning Technology

BLI 2019 PaceSetter Award in in MFP Platform & App Ecosystem



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

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

– Keypoint Intelligence
Buyers Laboratory

BLI 2019 Document Imaging Software Line of the Year Award

Printer apps and connectors propel Software Line of the Year Award

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

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



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

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

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



2018 Buyers Lab Showers Xerox With 15 Awards

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



2017 Keypoint Intelligence – BLI PaceSetter Awards

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

Environmental Sustainability

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

Sustainability Goals

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

Highlights from this year's report include:

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

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

"We have a history of developing technology with sustainability in mind."

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

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

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

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

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

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

iv. Describe the experience and qualification of key employees.

Master Agreement Contract Administrator

Rachael Jones Turner

State, Local & Education Cooperative Contracts Manager

Public Sector Center of Excellence

Email: Rachael.Jones@Xerox.com

Phone: 310-258-6266

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

Marketing

Staci McKee

Global Audience Marketing

Government | Healthcare | Education

Email: Staci.mckee@Xerox.com

Phone: 303-881-3718

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

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

Financial Reporting

Kathlene M. Andris

Rebate Analyst – Base Billing COE/ US Customer Business Operations

Email: Kathlene.Andris@Xerox.com

Phone: 847-928-2543

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

Executive Support

Mark Browning

Vice President, Public Sector Center of Excellence

NAO Sales Excellence Organization

Email: Mark.Browning@Xerox.com

Phone: 717-777-6624

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

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

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

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

Government Experience

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



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

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

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

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

Bankruptcy

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

Litigation

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

Reorganization

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

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

1. Entity Name: County of San Diego

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

Contact Phone: 858-505-6565

Contact Email: jack.pellegrino@sdcounty.ca.gov

City, State: San Diego, California

Years Serviced: 10+ years

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

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

2. Entity Name: Commonwealth of Kentucky

Contact Name and Title: Eugene Raines, MPS Program Manager

Contact Phone: 502-782-0160

Contact Email: eugene.raines@ky.gov

City, State: Frankfort, KY

Years Serviced: 8 years

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

Annual Volume 4,200+ devices managed

3. Entity Name: Huntsville City Schools

Contact Name and Title: Pam Phillips-Procurement

Contact Phone: 256-428-6934

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

City, State: Huntsville, AL

Years Serviced: 7 years

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

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

4. Entity Name: City of Baltimore

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

Contact Phone: 410-396-5002

Contact Email: Michelle.Dean@baltimorecity.gov

City, State: Baltimore, MD

Years Serviced: 18 plus years. Current contract since 2014

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

Annual Volume: 3 Million

5. Entity Name: Prince George's County Government

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

Contact Phone: 301-883-0330

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

City, State: Upper Marlboro, MD

Years Serviced: 10 plus years. Current contract since 2012

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

Annual Volume: 1.4 Million

6. Entity Name: Stephen F. Austin State University

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

Contact Phone: 936-468-4037

Contact Email: johnsondk6@sfasu.edu

City, State: Nacogdoches, Texas

Years Serviced: 33 years

Description of Services: 96 Multifunction Printers

Annual Volume: 24.2 Million

7. Entity Name: Nacogdoches ISD

Contact Name and Title: Michael Owens, Coordinator of Technology

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

Contact Email: mowens@nacisd.org

City, State: Nacogdoches, TX

Years Serviced: 31 years

Description of Services: 70 Multifunction Printers

Annual Volume: 17.7 Million

8. Entity Name: New Summerfield ISD

Contact Name and Title: Lanita Coleman, Business Manager

Contact Phone: 903-726-3320

Contact Email: lcoleman@newsummerfieldisd.net

City, State: New Summerfield, TX

Years Serviced: 8 years

Description of Services: 8 Multifunction Printers

Annual Volume: 1.1 Million

9. Entity Name: State of Maryland

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

Contact Phone: 410-767-4281

Contact Email: Calvin.gladden@maryland.gov

City, State: Baltimore, Maryland

Years Serviced: 40 plus years. Current contract since 2012

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

Annual Volume: 5 Million

10. Entity Name: City of San Antonio

Contact Name and Title: Amanda Sandoval, Sr. Accountant

Contact Phone: 210-207-7937

Contact Email: amanda.sandoval@sanantonio.gov

City, State: San Antonio, TX

Years Serviced: 5 Years

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

Annual Volume: 6,736,320

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

Xerox does not have any additional information to present.

Tab 5 – Value Add

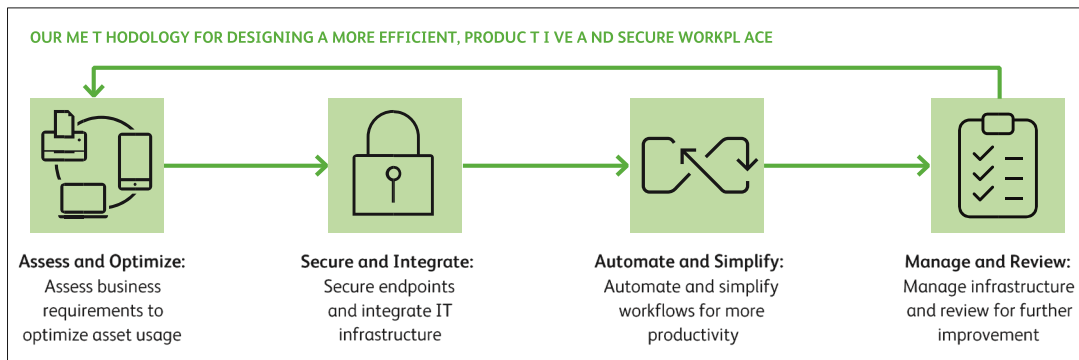
- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Xerox Intelligent Workplace Services

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

Since pioneering Managed Print Services more than 25 years ago, Xerox has been the industry catalyst in implementation rather than an adaptor. In our MPS business, we help companies assess and optimize their print infrastructure, secure and integrate their environment and automate and simplify their business processes. We provide the most comprehensive portfolio of MPS services in the industry and are recognized as an industry leader by major analyst firms including IDC, Quocirca, InfoTrends and Forrester.

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



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

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

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

Conclusion

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

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

Tab 6 – Additional Required Documents

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

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

OPEN RECORDS POLICY

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

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

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

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

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

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

Date

11/11/19

Richard Jose Turner
LED Cooperative Contract Manager
Authorized Signature & Title

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

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

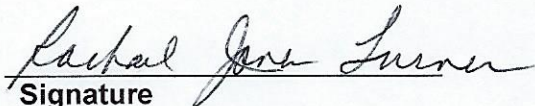
I affirm under penalty of perjury of the laws of the State of Texas that:

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

Company

Xerox Corporation

Contact


Signature

Rachael Jones Turner

Printed Name

SLED Cooperative Contracts Manager

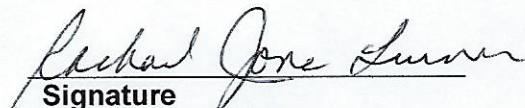
Position with Company

Address

201 Merritt 7

Norwalk, Connecticut 06851

**Official
Authorizing
Proposal**


Signature

Rachael Jones Turner

Printed Name

SLED Cooperative Contracts Manager

Position with Company

Phone

310-258-6266

Fax

818-715-7142

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Xerox Corporation
Norwalk, CT United States

Certificate Number:
2019-558716

Date Filed:
11/05/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center (ESC)

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFO 19-11
Copiers & Printers and support services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Ann M. Russo

Signature of authorized agent of contracting business entity
(Declarant)

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

Texas Government Code 2270 Verification Form

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

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

I, Rachael Jones Turner, as an authorized representative of

Xerox Corporation, a contractor engaged by

Insert Name of Company

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

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

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

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

Rachael Jones Turner
Signature of Named Authorized Company Representative

11/11/19
Date

Appendix C: DOC #5 Special Conditions

SPECIAL CONDITIONS

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

Conflicts of Interest

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

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

Bid Guarantee

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

Prevailing Wage Requirements

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

Alternative Pricing for Federal Funding

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

Federal Requirements

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

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

1. Termination for Convenience:

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

2. Equal Employment Opportunity:

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

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

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

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

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

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

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

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

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

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

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

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

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- (1) Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- (2) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- (3) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- (4) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (5) In contracts subject to the Davis-Bacon Act, the contracts must also include a

provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

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

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

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

5. Contract Work Hours and Safety Standards Act.

- (1) Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- (2) Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- (3) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- (4) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

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

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

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

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

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

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

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

- (2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
 - (3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

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

“Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

8. Debarment and Suspension.

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

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

“Suspension and Debarment

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

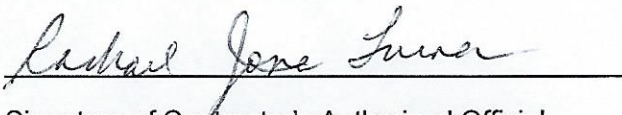
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

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

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

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

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



Signature of Contractor's Authorized Official

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

November 14, 2012

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

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

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

11. Additional FEMA Requirements.

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

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

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

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

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

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

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

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

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:
“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

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

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

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

14. No Obligation by Federal Government.

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

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

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: Xerox Corporation

Address, City, State, and Zip Code: 201 Merritt 7 Norwalk Connecticut 06851

Phone Number: 310-258-6266 Fax Number: 818-715-7142

Printed Name and Title of Authorized Representative:

Rachael Jones Turner, SLED Cooperative Contracts Manager

Email Address: Rachael.Jones@Xerox.com

Rachael Jones Turner Date: November 14, 2019
Signature of Authorized Representative

Appendix C: DOC #6 Questionnaire

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☐Yes ☒No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE ☐Yes ☒No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB ☐Yes ☒No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone ☐Yes ☒No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No

List certifying agency: _____

- 3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation?** ☒Yes ☐No

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

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

In compliance with the RFP, our response to 3.0 – Supplier Response is included in Tab 3.

Appendix D: Exhibit B - Administration Agreement, Example

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR RELIANCE DAMAGES, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN

~~ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.~~

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of ~~three~~ percent (~~—3%~~) ("Administrative Fee Percentage") multiplied by the total ~~purchase amount paid to~~ monthly revenue billed by the Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

To the extent the Supplier offers leasing or financing programs under the Master Agreement Contract to Participating Public Agencies itself or through a financing entity, Contract Sales under leasing or other financing programs shall be calculated using the net purchase price (the purchase price equivalent after trade-in allowances, etc.).

To the extent the Supplier offers trade-in allowance programs to Participating Public Agencies for transactions done under the Master Agreement Contract, Contract Sales shall be calculated using the net purchase price after the trade-in allowance.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the ~~45th~~^{10th} day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency

records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, ~~and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.~~

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, either party may assign the Agreement without prior written consent of the party in connection with the sale or transfer of substantially all of the assigning party's assets. ~~This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.~~

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

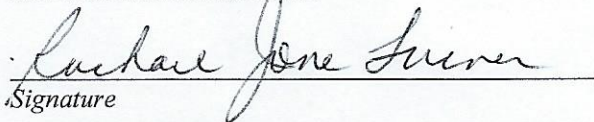
21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

XEROX CORPORATION


Signature

Rachael Jones Turner
Name (Please Print)

SLED Cooperative Contract Manager
Title

11-11-2019
Date

OMNIA PARTNERS, PUBLIC SECTOR

Sarah E. Vavra
Name (Please Print)

Sr. Vice President, Public Sector Contracting
Title

Date

Appendix D: Exhibit C - Master Intergovernmental Cooperative Purchasing Agreement, Example

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

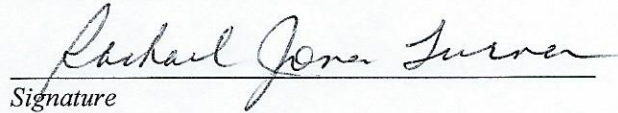
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS

PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

XEROX CORPORATION


Signature

Rachael Jones Turner
Name (Please Print)

SLED Cooperative Contract Manager

Title

11-11-2019
Date

OMNIA PARTNERS, PUBLIC SECTOR

Sarah E. Vavra
Name (Please Print)

Sr. Vice President, Public Sector Contracting

Title

Date

Appendix D: Exhibit D - Principal Procurement Agency Certificate, Example

EXHIBIT D

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

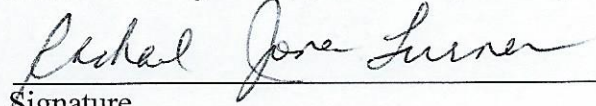
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), Xerox Corporation agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as SLED Cooperative Contracts Manager of and on behalf of Xerox Corporation ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [Xerox Corporation]


Signature

Name: Rachael Jones Turner

Title: SLED Cooperative Contracts Manager

Date: November 11, 2019

Appendix D: Exhibit E - Contract Sales Reporting Template

[illegible]

Appendix D: Exhibit F - Federal Funds Certifications

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES RG Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES RG Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order

Requirements for National Cooperative Contract

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11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES RG Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES RG Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES RG Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES RG Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES KGT Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES KGT Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES KGT Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES KGT Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES RGT Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES RGT Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES RGT Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES RGT Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Xerox Corporation _____

Address, City, State, and Zip Code: 201 Merritt 7, Norwalk, CT 06851 _____

Phone Number: 310-258-6266 _____ Fax Number: 818-715-7142

Printed Name and Title of Authorized Representative: Rachael Jones Turner, SLED Cooperative Contracts Manager

Email Address: Rachael.Jones@Xerox.com _____

Signature of Authorized Representative: Rachael Jones Turner Date: 11/11/2019

Appendix D: Exhibit G - New Jersey Business Compliance

Appendix D: Exhibit G - DOC #1

Ownership Disclosure Form

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: XEROX CORPORATION

Street: 201 MERRITT 7

City, State, Zip Code: NORWALK, CONNECTICUT 06851

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Douglas H. Marshall, an authorized representative of Xerox Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

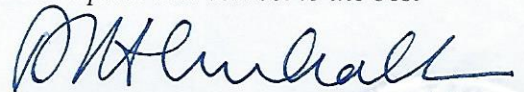
Name	Address	Interest
------	---------	----------

- | |
|---|
| • Please see attached pages from Xerox Corporation's 2019 Proxy Statement. There are two greater than 10% owners of Xerox stock: (1) Carl Icahn, an individual, and (2) The Vanguard Group. |
| • We do not have information about the owners of The Vanguard Group. |
| • All information is as of December 31, 2018, and is based on SEC filings. |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

November 1, 2019

Date



By: Douglas H. Marshall
Title: Corporate Secretary



xerox™
Xerox Corporation
JOINT PROXY STATEMENT/PROSPECTUS
YOUR VOTE IS VERY IMPORTANT

Dear Shareholders:

You are cordially invited to attend the 2019 Annual Meeting of Shareholders of Xerox Corporation (Xerox), to be held at 9:00 a.m. on Tuesday, May 21, 2019, at 301 Merritt 7 in Norwalk, Connecticut. We look forward to meeting our shareholders who are able to attend.

At the Annual Meeting, you will be asked to consider and vote upon proposals to: (i) adopt the merger agreement pursuant to which we will implement a holding company reorganization; (ii) elect seven directors to our board of directors; (iii) ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for 2019; (iv) approve, on an advisory basis, the 2018 compensation of our named executive officers; (v) authorize the amendment of the Xerox restated certificate of incorporation to implement a majority voting standard for certain corporate actions; and (vi) authorize the adjournment of the Annual Meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the foregoing proposals, in each case as described in the accompanying joint proxy statement/prospectus. There will also be one shareholder proposal submitted for shareholder vote, if properly presented.

This year, we are asking you to approve a proposal to implement a holding company structure for Xerox. We regularly evaluate a range of possible strategic growth opportunities for our company. We believe implementation of a holding company structure will provide us with more flexibility to develop and realize these possibilities. By providing optionality for future innovation, investment and growth opportunities to exist either within or separate from current Xerox businesses, we believe that the holding company reorganization is an important step in reestablishing Xerox as a technology powerhouse with a robust portfolio of hardware, software, solutions and services, while preserving our existing customer, partner, vendor and supplier relationships. The holding company structure is intended to provide us with optionality to potentially acquire and incubate future businesses through subsidiaries that can operate on a global scale, with the flexibility to finance and structure each new opportunity in a manner that we believe will create value, while also maintaining — and continuing investment in — the existing Xerox product and technology platforms. We have carefully considered the holding company reorganization and believe it is advisable, fair to and in the best interests of our shareholders.

If the holding company reorganization is completed, your existing shares of Xerox common stock will be automatically converted, on a one-for-one basis, into shares of common stock of Xerox Holdings Corporation (Holdings), the new holding company. As a result, you will hold the same number of shares of Holdings common stock as you held of Xerox common stock immediately before the holding company reorganization. We expect the common stock of Holdings to trade on the New York Stock Exchange under Xerox's current trading symbol, "XRX."

Additionally, as a result of our shareholder engagement efforts and our commitment to corporate governance, we are asking you to approve a proposal to amend the Xerox restated certificate of incorporation to implement a majority voting standard for certain corporate actions which currently require a supermajority vote. We recognize that many shareholders believe that a majority voting requirement will provide shareholders with a greater voice in expressing their views on matters impacting Xerox.

Confident in the future direction and strategy of the Company, directors Greg Brown and Sara Martinez Tucker have decided not to stand for reelection to the Board. We thank them for their many significant contributions over the years.

Our Board unanimously recommends that you vote "FOR" the adoption of the merger agreement, "FOR" all nominees for director, "FOR" ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for 2019, "FOR" the non-binding executive compensation proposal, "FOR" the majority voting standard proposal, and "FOR" the adjournment proposal. Our Board makes no recommendation on the shareholder proposal regarding a simple majority vote requirement.

Your vote is important — no matter how many or how few shares you may own. Whether or not you plan to attend the Annual Meeting, please vote your shares as soon as possible. You may vote via the Internet, by telephone or by signing, dating and mailing the enclosed proxy card. Specific instructions for shareholders of record who wish to use Internet or telephone voting procedures are included in the enclosed joint proxy statement/prospectus. Any shareholder attending the Annual Meeting may vote in person even if a proxy has been returned.

The accompanying notice of meeting and this joint proxy statement/prospectus provide specific information about the Annual Meeting and explain the various proposals. Please read these materials carefully. **In particular, you should consider the discussion of risk factors beginning on page 18 before voting on the proposal to adopt the merger agreement pursuant to which we will implement the holding company reorganization.**

Thank you for your continued support of Xerox.
For the Board of Directors,

Keith Cozza
Chairman of the Board

Giovanni ("John") Visentin
Vice Chairman and Chief Executive Officer

Neither the Securities and Exchange Commission, or SEC, nor any state securities regulatory agency has approved or disapproved of the securities to be issued under this joint proxy statement/prospectus or passed upon the adequacy or accuracy of the disclosure in this joint proxy statement/prospectus. Any representation to the contrary is a criminal offense.

The accompanying joint proxy statement/prospectus is dated April 22, 2019 and is first being mailed to shareholders on or about April 23, 2019.

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director is as follows: Mr. Brown, 12,860 (\$254,114); Mr. Christodoro, 13,772 (\$272,135); Mr. Cozza, 4,780 (\$94,453); Mr. Echevarria, 13,064 (\$258,145); Mr. Graziano, 4,780 (\$94,453); Mr. Hunter, 68,803 (\$1,359,547); Mr. Keegan, 40,147 (\$793,305); Ms. Krongard, 13,064 (\$258,145); Mr. Letier, 4,780 (\$94,453); Mr. Prince, 49,307 (\$974,306); Ms. Reese, 63,968 (\$1,264,008); Mr. Rusckowski, 18,601 (\$367,556); and Ms. Tucker, 40,601 (\$802,276).

- (3) In accordance with applicable SEC rules, dividend equivalents paid in 2018 on DSUs are not included in "All Other Compensation" because those amounts were factored into the grant date fair values of the DSUs.

For information on compensation for Mr. Visentin, a director and the Chief Executive Officer of Xerox, and Jeffrey Jacobson, a former director who was also the Chief Executive Officer of Xerox for a portion of 2018, see the executive compensation tables beginning on page 77.

SECURITIES OWNERSHIP

Ownership of Company Securities

We are not aware of any person who, or group that, owns beneficially more than 5% of any class of the Company's voting securities as of December 31, 2018, except as otherwise set forth below⁽¹⁾.

Title of Class*	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class (1)
Common Stock	Mr. Carl C. Icahn c/o Icahn Capital LP 767 Fifth Ave, Suite 4700 New York, NY 10153	23,456,087 (2)	10.21%
Common Stock	The Vanguard Group, Inc. 100 Vanguard Blvd. Malvern, PA 19355	23,024,451 (3)	10.02%
Common Stock	BlackRock, Inc. 55 East 52nd Street New York, NY 10055	15,816,977 (4)	6.7%
Common Stock	Darwin Deason 5956 Sherry Ln., Suite 800 Dallas, TX 75225	15,322,341 (5)	6.7%

- (1) The words "group" and "beneficial" are as defined in regulations issued by the SEC. Beneficial ownership under such definition means possession of sole voting power, shared voting power, sole dispositive power or shared dispositive power. The information provided in this table is based solely upon the information contained in the most recent Schedule 13G or 13G/A (or in the case of Mr. Icahn and Mr. Deason, the most recent Schedule 13D/A) filed by the named entity with the SEC. BlackRock, Inc. is a registered investment adviser under the Investment Advisers Act of 1940, as amended, and has subsidiaries that are also investment advisers under the Investment Advisers Act with beneficial ownership of the reported shares.
- (2) Based on the Schedule 13D/A filed on February 25, 2019, represents shares of common stock held by the following group of entities associated with Carl C. Icahn: High River Limited Partnership ("High River"), Hopper Investments LLC ("Hopper"), Barberry Corp. ("Barberry"), Icahn Partners Master Fund LP ("Icahn Master"), Icahn Offshore LP ("Icahn Offshore"), Icahn Partners LP ("Icahn Partners"), Icahn Onshore LP ("Icahn Onshore"), Icahn Capital LP ("Icahn Capital"), IPH GP LLC ("IPH"), Icahn Enterprises Holdings L.P. ("Icahn Enterprises Holdings"), Icahn Enterprises G.P. Inc. ("Icahn Enterprises GP") and Beckton Corp. ("Beckton") (collectively, the "Reporting Persons"). The principal business address of (i) each of High River, Hopper, Barberry, Icahn Offshore, Icahn Partners, Icahn Master, Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP and Beckton is White Plains Plaza, 445 Hamilton

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Avenue — Suite 1210, White Plains, NY 10601, and (ii) Mr. Icahn, Barberry and Hopper is c/o Icahn Capital LP, 767 Fifth Avenue, 47th Floor, New York, NY 10153.

Icahn Partners, Icahn Master and High River (collectively, the "Icahn Parties") are entities controlled by Carl C. Icahn. Barberry is the sole member of Hopper, which is the general partner of High River. Icahn Offshore is the general partner of Icahn Master. Icahn Onshore is the general partner of Icahn Partners. Icahn Capital is the general partner of each of Icahn Offshore and Icahn Onshore. Icahn Enterprises Holdings is the sole member of IPH, which is the general partner of Icahn Capital. Beckton is the sole stockholder of Icahn Enterprises GP, which is the general partner of Icahn Enterprises Holdings. Carl C. Icahn is the sole stockholder of each of Barberry and Beckton. As such, Mr. Icahn is in a position indirectly to determine the investment and voting decisions made by each of the Icahn Parties. In addition, Mr. Icahn is the indirect holder of approximately 91.0% of the outstanding depositary units representing limited partnership interests in Icahn Enterprises L.P. ("Icahn Enterprises"). Icahn Enterprises GP is the general partner of Icahn Enterprises, which is the sole limited partner of Icahn Enterprises Holdings.

The Reporting Persons may be deemed to beneficially own, in the aggregate, 23,456,087 shares of common stock. Calculation of the percent of class is based upon the 229,726,488 shares of common stock stated to be outstanding as of January 31, 2019 by the Company in the Company's Annual Report on Form 10-K for the year ended December 31, 2018, filed with the SEC on February 25, 2019.

High River has sole voting power and sole dispositive power with regard to 4,691,218 shares of common stock. Each of Hopper, Barberry and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares. Icahn Partners has sole voting power and sole dispositive power with regard to 11,130,555 shares of common stock. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares of common stock. Icahn Master has sole voting power and sole dispositive power with regard to 7,634,314 shares of common stock. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares of common stock.

Each of Hopper, Barberry and Mr. Icahn, by virtue of their relationships to High River, may be deemed to indirectly beneficially own the shares of common stock that High River directly beneficially owns. Each of Hopper, Barberry and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Master, may be deemed to indirectly beneficially own the shares of common stock which Icahn Master directly beneficially owns. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Partners, may be deemed to indirectly beneficially own the shares of common stock which Icahn Partners directly beneficially owns. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes.

- (3) Based on the Schedule 13G/A filed on March 11, 2019, the Vanguard Group, Inc. and its subsidiary companies have sole voting power for 256,417 shares of common stock, sole dispositive power for 22,745,582 shares of common stock, shared dispositive power for 278,869 shares of common stock and shared voting power for 40,659 shares of common stock.
- (4) BlackRock, Inc. and its subsidiary companies have sole voting power for 13,827,430 shares of common stock and sole dispositive power for 15,816,977 shares of common stock, and have no shared voting power or shared dispositive power for any of the shares.
- (5) Based solely on the Schedule 13D/A filed on March 18, 2019, Darwin Deason has sole voting power and sole dispositive power for 15,322,341 shares of common stock, and has no shared dispositive or shared voting power for any of the shares. Mr. Deason may be deemed to beneficially own, in the aggregate, 15,322,341 shares, including 6,741,572 shares issuable upon the conversion of 180,000 shares of Xerox Series B Convertible Perpetual Preferred Stock, par value \$1.00 per share.

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

NON-COLLUSION AFFIDAVIT

Company Name: XenX Corporation
 Street: 201 Merritt 7
 City, State, Zip Code: Norwalk, CT 06851

State of New Jersey
 County of Mercer

I, Joanne Levy of the Hamilton
 Name City

in the County of Mercer, State of New Jersey
 of full age, being duly sworn according to law on my oath depose and say that:

I am the General Manager of the firm of XenX Corporation
 Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

XenX Corporation
 Company Name

Joanne Levy GM
 Authorized Signature & Title

Subscribed and sworn before me

this 1st day of November, 2019

Karen M Cohen
 Notary Public of New Jersey
 My commission expires July 18, 2022



SEAL

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

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Xerox Corporation
 Street: 201 Merritt 7
 City, State, Zip Code: Norwalk, CT 06851

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan

Approval OR

2. A photo copy of their Certificate of Employee Information Report
OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/1/2019
Date

Janice Long AGM
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

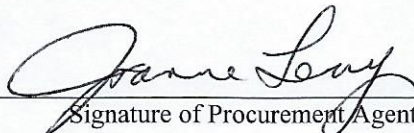
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).


Signature of Procurement Agent

Certification **1160**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2019** to **15-MAR-2022**

XEROX CORPORATION
10 WOODBRIDGE CENTER DR.
WOODBIDGE NJ 07095




Elizabeth M. Muoio
ELIZABETH MAHER MUOIO
State Treasurer

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Requirements for National Cooperative Contract

Page 34 of 54

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Xerox Corporation		
Address:	201 Merritt 7		
City:	Norwalk	State: CT	Zip: 06851

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Rachael Jones Turner *RACHAEL JONES TURNER* *SLED Cooperative Contract Manager*
Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

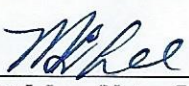
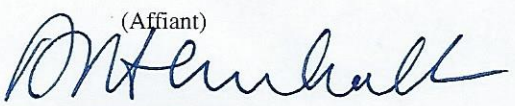
☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

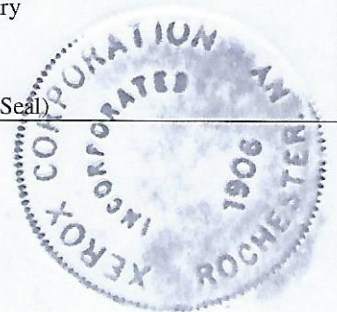
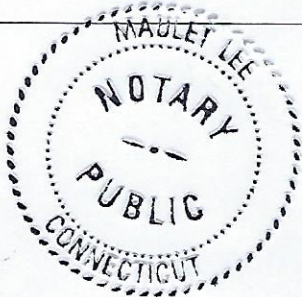
Check the box that represents the type of business organization:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship
- ☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
• Please see attached pages from Xerox Corporation's 2019 Proxy Statement. There are two greater than 10% owners of Xerox stock: (1) Carl Icahn, an individual, and (2) The Vanguard Group. • We do not have information about the owners of The Vanguard Group. • All information is as of December 31, 2018, and is based on SEC filings	
Subscribed and sworn to before me This <u>1st</u> day of <u>November</u>, 2019.  Maulet L Lee, (Notary Public) My Commission expires: September 30, 2024	(Affiant)  Douglas H. Marshall Corporate Secretary (Corporate Seal)



xerox™
Xerox Corporation
JOINT PROXY STATEMENT/PROSPECTUS
YOUR VOTE IS VERY IMPORTANT

Dear Shareholders:

You are cordially invited to attend the 2019 Annual Meeting of Shareholders of Xerox Corporation (Xerox), to be held at 9:00 a.m. on Tuesday, May 21, 2019, at 301 Merritt 7 in Norwalk, Connecticut. We look forward to meeting our shareholders who are able to attend.

At the Annual Meeting, you will be asked to consider and vote upon proposals to: (i) adopt the merger agreement pursuant to which we will implement a holding company reorganization; (ii) elect seven directors to our board of directors; (iii) ratify the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for 2019; (iv) approve, on an advisory basis, the 2018 compensation of our named executive officers; (v) authorize the amendment of the Xerox restated certificate of incorporation to implement a majority voting standard for certain corporate actions; and (vi) authorize the adjournment of the Annual Meeting, if necessary, to solicit additional proxies if there are not sufficient votes to approve the foregoing proposals, in each case as described in the accompanying joint proxy statement/prospectus. There will also be one shareholder proposal submitted for shareholder vote, if properly presented.

This year, we are asking you to approve a proposal to implement a holding company structure for Xerox. We regularly evaluate a range of possible strategic growth opportunities for our company. We believe implementation of a holding company structure will provide us with more flexibility to develop and realize these possibilities. By providing optionality for future innovation, investment and growth opportunities to exist either within or separate from current Xerox businesses, we believe that the holding company reorganization is an important step in reestablishing Xerox as a technology powerhouse with a robust portfolio of hardware, software, solutions and services, while preserving our existing customer, partner, vendor and supplier relationships. The holding company structure is intended to provide us with optionality to potentially acquire and incubate future businesses through subsidiaries that can operate on a global scale, with the flexibility to finance and structure each new opportunity in a manner that we believe will create value, while also maintaining — and continuing investment in — the existing Xerox product and technology platforms. We have carefully considered the holding company reorganization and believe it is advisable, fair to and in the best interests of our shareholders.

If the holding company reorganization is completed, your existing shares of Xerox common stock will be automatically converted, on a one-for-one basis, into shares of common stock of Xerox Holdings Corporation (Holdings), the new holding company. As a result, you will hold the same number of shares of Holdings common stock as you held of Xerox common stock immediately before the holding company reorganization. We expect the common stock of Holdings to trade on the New York Stock Exchange under Xerox's current trading symbol, "XRX."

Additionally, as a result of our shareholder engagement efforts and our commitment to corporate governance, we are asking you to approve a proposal to amend the Xerox restated certificate of incorporation to implement a majority voting standard for certain corporate actions which currently require a supermajority vote. We recognize that many shareholders believe that a majority voting requirement will provide shareholders with a greater voice in expressing their views on matters impacting Xerox.

Confident in the future direction and strategy of the Company, directors Greg Brown and Sara Martinez Tucker have decided not to stand for reelection to the Board. We thank them for their many significant contributions over the years.

Our Board unanimously recommends that you vote "FOR" the adoption of the merger agreement, "FOR" all nominees for director, "FOR" ratification of the appointment of PricewaterhouseCoopers LLP as our independent registered public accounting firm for 2019, "FOR" the non-binding executive compensation proposal, "FOR" the majority voting standard proposal, and "FOR" the adjournment proposal. Our Board makes no recommendation on the shareholder proposal regarding a simple majority vote requirement.

Your vote is important — no matter how many or how few shares you may own. Whether or not you plan to attend the Annual Meeting, please vote your shares as soon as possible. You may vote via the Internet, by telephone or by signing, dating and mailing the enclosed proxy card. Specific instructions for shareholders of record who wish to use Internet or telephone voting procedures are included in the enclosed joint proxy statement/prospectus. Any shareholder attending the Annual Meeting may vote in person even if a proxy has been returned.

The accompanying notice of meeting and this joint proxy statement/prospectus provide specific information about the Annual Meeting and explain the various proposals. Please read these materials carefully. **In particular, you should consider the discussion of risk factors beginning on page 18 before voting on the proposal to adopt the merger agreement pursuant to which we will implement the holding company reorganization.**

Thank you for your continued support of Xerox.
For the Board of Directors,

Keith Cozza
Chairman of the Board

Giovanni ("John") Visentin
Vice Chairman and Chief Executive Officer

Neither the Securities and Exchange Commission, or SEC, nor any state securities regulatory agency has approved or disapproved of the securities to be issued under this joint proxy statement/prospectus or passed upon the adequacy or accuracy of the disclosure in this joint proxy statement/prospectus. Any representation to the contrary is a criminal offense.

The accompanying joint proxy statement/prospectus is dated April 22, 2019 and is first being mailed to shareholders on or about April 23, 2019.

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director is as follows: Mr. Brown, 12,860 (\$254,114); Mr. Christodoro, 13,772 (\$272,135); Mr. Cozza, 4,780 (\$94,453); Mr. Echevarria, 13,064 (\$258,145); Mr. Graziano, 4,780 (\$94,453); Mr. Hunter, 68,803 (\$1,359,547); Mr. Keegan, 40,147 (\$793,305); Ms. Krongard, 13,064 (\$258,145); Mr. Letier, 4,780 (\$94,453); Mr. Prince, 49,307 (\$974,306); Ms. Reese, 63,968 (\$1,264,008); Mr. Rusckowski, 18,601 (\$367,556); and Ms. Tucker, 40,601 (\$802,276).

- (3) In accordance with applicable SEC rules, dividend equivalents paid in 2018 on DSUs are not included in "All Other Compensation" because those amounts were factored into the grant date fair values of the DSUs.

For information on compensation for Mr. Visentin, a director and the Chief Executive Officer of Xerox, and Jeffrey Jacobson, a former director who was also the Chief Executive Officer of Xerox for a portion of 2018, see the executive compensation tables beginning on page 77.

SECURITIES OWNERSHIP

Ownership of Company Securities

We are not aware of any person who, or group that, owns beneficially more than 5% of any class of the Company's voting securities as of December 31, 2018, except as otherwise set forth below⁽¹⁾.

Title of Class*	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class (1)
Common Stock	Mr. Carl C. Icahn c/o Icahn Capital LP 767 Fifth Ave, Suite 4700 New York, NY 10153	23,456,087 (2)	10.21%
Common Stock	The Vanguard Group, Inc. 100 Vanguard Blvd. Malvern, PA 19355	23,024,451 (3)	10.02%
Common Stock	BlackRock, Inc. 55 East 52nd Street New York, NY 10055	15,816,977 (4)	6.7%
Common Stock	Darwin Deason 5956 Sherry Ln., Suite 800 Dallas, TX 75225	15,322,341 (5)	6.7%

- (1) The words "group" and "beneficial" are as defined in regulations issued by the SEC. Beneficial ownership under such definition means possession of sole voting power, shared voting power, sole dispositive power or shared dispositive power. The information provided in this table is based solely upon the information contained in the most recent Schedule 13G or 13G/A (or in the case of Mr. Icahn and Mr. Deason, the most recent Schedule 13D/A) filed by the named entity with the SEC. BlackRock, Inc. is a registered investment adviser under the Investment Advisers Act of 1940, as amended, and has subsidiaries that are also investment advisers under the Investment Advisers Act with beneficial ownership of the reported shares.
- (2) Based on the Schedule 13D/A filed on February 25, 2019, represents shares of common stock held by the following group of entities associated with Carl C. Icahn: High River Limited Partnership ("High River"), Hopper Investments LLC ("Hopper"), Barberry Corp. ("Barberry"), Icahn Partners Master Fund LP ("Icahn Master"), Icahn Offshore LP ("Icahn Offshore"), Icahn Partners LP ("Icahn Partners"), Icahn Onshore LP ("Icahn Onshore"), Icahn Capital LP ("Icahn Capital"), IPH GP LLC ("IPH"), Icahn Enterprises Holdings L.P. ("Icahn Enterprises Holdings"), Icahn Enterprises G.P. Inc. ("Icahn Enterprises GP") and Beckton Corp. ("Beckton") (collectively, the "Reporting Persons"). The principal business address of (i) each of High River, Hopper, Barberry, Icahn Offshore, Icahn Partners, Icahn Master, Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP and Beckton is White Plains Plaza, 445 Hamilton

Avenue — Suite 1210, White Plains, NY 10601, and (ii) Mr. Icahn, Barberry and Hopper is c/o Icahn Capital LP, 767 Fifth Avenue, 47th Floor, New York, NY 10153.

Icahn Partners, Icahn Master and High River (collectively, the "Icahn Parties") are entities controlled by Carl C. Icahn. Barberry is the sole member of Hopper, which is the general partner of High River. Icahn Offshore is the general partner of Icahn Master. Icahn Onshore is the general partner of Icahn Partners. Icahn Capital is the general partner of each of Icahn Offshore and Icahn Onshore. Icahn Enterprises Holdings is the sole member of IPH, which is the general partner of Icahn Capital. Beckton is the sole stockholder of Icahn Enterprises GP, which is the general partner of Icahn Enterprises Holdings. Carl C. Icahn is the sole stockholder of each of Barberry and Beckton. As such, Mr. Icahn is in a position indirectly to determine the investment and voting decisions made by each of the Icahn Parties. In addition, Mr. Icahn is the indirect holder of approximately 91.0% of the outstanding depositary units representing limited partnership interests in Icahn Enterprises L.P. ("Icahn Enterprises"). Icahn Enterprises GP is the general partner of Icahn Enterprises, which is the sole limited partner of Icahn Enterprises Holdings.

The Reporting Persons may be deemed to beneficially own, in the aggregate, 23,456,087 shares of common stock. Calculation of the percent of class is based upon the 229,726,488 shares of common stock stated to be outstanding as of January 31, 2019 by the Company in the Company's Annual Report on Form 10-K for the year ended December 31, 2018, filed with the SEC on February 25, 2019.

High River has sole voting power and sole dispositive power with regard to 4,691,218 shares of common stock. Each of Hopper, Barberry and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares. Icahn Partners has sole voting power and sole dispositive power with regard to 11,130,555 shares of common stock. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares of common stock. Icahn Master has sole voting power and sole dispositive power with regard to 7,634,314 shares of common stock. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn has shared voting power and shared dispositive power with regard to such shares of common stock.

Each of Hopper, Barberry and Mr. Icahn, by virtue of their relationships to High River, may be deemed to indirectly beneficially own the shares of common stock that High River directly beneficially owns. Each of Hopper, Barberry and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Master, may be deemed to indirectly beneficially own the shares of common stock which Icahn Master directly beneficially owns. Each of Icahn Offshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn, by virtue of their relationships to Icahn Partners, may be deemed to indirectly beneficially own the shares of common stock which Icahn Partners directly beneficially owns. Each of Icahn Onshore, Icahn Capital, IPH, Icahn Enterprises Holdings, Icahn Enterprises GP, Beckton and Mr. Icahn disclaims beneficial ownership of such shares of common stock for all other purposes.

- (3) Based on the Schedule 13G/A filed on March 11, 2019, the Vanguard Group, Inc. and its subsidiary companies have sole voting power for 256,417 shares of common stock, sole dispositive power for 22,745,582 shares of common stock, shared dispositive power for 278,869 shares of common stock and shared voting power for 40,659 shares of common stock.
- (4) BlackRock, Inc. and its subsidiary companies have sole voting power for 13,827,430 shares of common stock and sole dispositive power for 15,816,977 shares of common stock, and have no shared voting power or shared dispositive power for any of the shares.
- (5) Based solely on the Schedule 13D/A filed on March 18, 2019, Darwin Deason has sole voting power and sole dispositive power for 15,322,341 shares of common stock, and has no shared dispositive or shared voting power for any of the shares. Mr. Deason may be deemed to beneficially own, in the aggregate, 15,322,341 shares, including 6,741,572 shares issuable upon the conversion of 180,000 shares of Xerox Series B Convertible Perpetual Preferred Stock, par value \$1.00 per share.

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

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Region 4 ESC 19-11

Bidder/Offoror: Xerox Corporation

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offoror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offoror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Rachael Jones Turner

Signature: Rachael Jones Turner

Title: SLED Cooperative Contracts Manager

Date: 11-5-2019

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: XEROX CORPORATION

Trade Name:

Address: 800 PHILLIPS ROAD BLDG 205-99Z
WEBSTER, NY 14580

Certificate Number: 0061020

Effective Date: November 07, 1960

Date of Issuance: July 20, 2017

For Office Use Only:

20170720114925109

Appendix D: Exhibit H - Advertising Compliance Requirement

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners, Public Sector and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI

CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA

CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT

ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVILLE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT

RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
 OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR

WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT
 COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF Uintah, UT
 COUNTY OF CARBON, UT
 COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
 BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
 PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
 AUTHORITIES, RESERVATIONS AND UTILITIES
 INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
 ADEL WATER IMPROVEMENT DISTRICT, OR
 ADRIAN R.F.P.D., OR
 AGNESS COMMUNITY LIBRARY, OR
 AGNESS-ILLAHE R.F.P.D., OR
 AGRICULTURE EDUCATION SERVICE EXTENSION
 DISTRICT, OR
 ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
 OR
 ALFALFA FIRE DISTRICT, OR
 ALSEA R.F.P.D., OR
 ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
 OR
 AMITY FIRE DISTRICT, OR
 ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
 APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
 OR
 APPEL GATE VALLEY R.F.P.D. #9, OR
 ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
 OR
 ARCH CAPE SANITARY DISTRICT, OR
 ARNOLD IRRIGATION DISTRICT, OR
 ASH CREEK WATER CONTROL DISTRICT, OR
 ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR
 AURORA R.F.P.D., OR
 AZALEA R.F.P.D., OR
 BADGER IMPROVEMENT DISTRICT, OR
 BAILEY-SPENCER R.F.P.D., OR
 BAKER COUNTY LIBRARY DISTRICT, OR
 BAKER R.F.P.D., OR
 BAKER RIVERTON ROAD DISTRICT, OR
 BAKER VALLEY IRRIGATION DISTRICT, OR
 BAKER VALLEY S.W.C.D., OR
 BAKER VALLEY VECTOR CONTROL DISTRICT, OR
 BANDON CRANBERRY WATER CONTROL DISTRICT,
 OR
 BANDON R.F.P.D., OR
 BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION
 DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY,
 INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD
 DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT
 DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE
 SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT,
 OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION
 DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT,
 OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL
 DISTRICT, OR

BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD
 DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE
 DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,
 OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,
 OR
 CHRISTMAS VALLEY PARK & RECREATION
 DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL
 DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR

CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT
 COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,
 INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
 OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT,
 OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER
 DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT
 DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION
 SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT,
 OR

CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,
 OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE
 DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE
 DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION
 DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE
 DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT,
 OR
 EAST UMATILLA COUNTY AMBULANCE AREA
 HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION
 DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD
 DISTRICT, OR

ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT,
 OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT,
 OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION
 DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT,
 OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR

HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION
 DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
 DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
 OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION
 DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
 OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION
 DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
 OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR

JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL
 SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION
 DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,
 OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT
 DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,
 OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT,
 OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT,
 OR
 KLAMATH COUNTY PREDATORY ANIMAL
 CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD
 DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,
 OR
 KLAMATH S.W.C.D., OR

KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT,
 OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,
 OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL
 DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,
 OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL
 DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR

LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT,
 OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT,
 OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,
 OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT,
 OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE
 DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION
 DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE
 DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD
 DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY
 CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT,
 OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR

MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT,
 OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA
 HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT,
 OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT,
 OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION
 DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION
 DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR

NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT,
 OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D, OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT,
 OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION
 DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY
 AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR

PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR
 PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR

QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
 OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT
 DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT,
 OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT
 DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL
 AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR

SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
 OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
 OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT,
 OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT
 COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
 OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL
 DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE
 DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
 OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR

SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT
 COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE
 DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT,
 OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
 OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
 OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
 OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR

TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR

WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
 OR

ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J

MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT

CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT

QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION

OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

EXAMPLE

Attachments

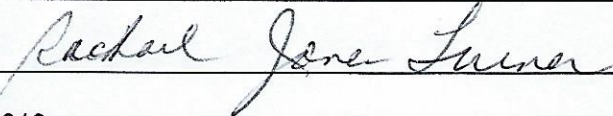
Attachment A. Addenda Acknowledgments

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Xerox Corporation

Contact Person Rachael Jones Turner

Signature 

Date 11/8/2019

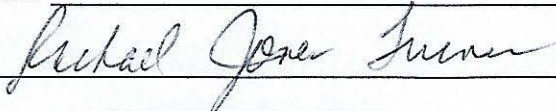
Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Xerox Corporation

Contact Person Rachael Jones Turner

Signature 

Date November 14, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Xerox Corporation

Contact Person Rachael Jones Turner

Signature *Rachael Jones Turner*

Date 11/14/2019

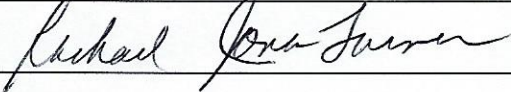
Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Xerox Corporation

Contact Person Rachael Jones Turner

Signature 

Date 11/19/2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Attachment B. Pricing Exhibit

Region 4 ESC RFP 19-11
STATE/LOCAL PURCHASE PRICING EXHIBIT

Customer Education/Analyst Services are NOT included in pricing.

Product	Description	List Price	Contract Price	% Discount
COPIER DUPLICATOR				
D110CP	D110 COPIER/PRINTR	56,500	28,886	48.87%
_ BYPASS	BYPASS CHUTE	350	350	0.00%
_ EBMNOFEED	FOR ESPRESSO WO FD	0	0	0.00%
_ EBMNOFIN	FOR ESPRESSO WO FIN	0	0	0.00%
_ HIGHCAPFD	HI CAP FEEDER	2,700	2,500	7.41%
_ INSTSEUR	SECURE ACCESS INST	120	120	0.00%
_ INSTSTD	NONSECURE ACC INST	0	0	0.00%
_ INTERFACE	INTERFACE MODULE	2,000	2,000	0.00%
_ MLA	D4 STAPLER FINISHR	6,550	5,198	20.64%
_ OVRSZHCF	OVERSIZED HCF	4,000	4,000	0.00%
_ OVRSZHF2	2T OVRSZ HICAP FDR	6,500	6,500	0.00%
_ STACKER	HIGH CAPACITY STKR	13,000	12,338	5.09%
_ STDFINPLS	PART FIN INTRFACE	12,000	10,500	12.50%
_ TAPE-BIND	TAPE BINDER	15,000	12,600	16.00%
_ TKX	BOOKLET FINISHER	11,800	9,345	20.81%
_ ADV-PUNCH	GBC ADVANCE PUNCH	12,400	8,925	28.02%
_ CAC-KIT	COM ACC CRD ENB KT	199	199	0.00%
_ FIDEVICE2	FOREIGN INTERFACE	150	150	0.00%
_ GIGABIT	GIGABIT ETHERNT KT	400	400	0.00%
_ GROUNDESD	ESD PROTECTION KIT	0	0	0.00%
_ HCSUIFA	HCS UI FX ANGLE KT	0	0	0.00%
_ INTEGSFT	INTEGRATD SQ TRIMR	15,000	11,025	26.50%
_ LEFT-UI	LEFT UI KIT	85	85	0.00%
_ LUI2TOHCF	HCF 2T FCW UI MNT	0	0	0.00%
_ MUA	D3 C/Z FOLDER	5,700	4,305	24.47%
_ NBV	HCS DOLLY CART	995	995	0.00%
_ PDFKIT2	PDF KIT	2,850	2,850	0.00%
_ SA-HID125	SECURE ACC W/HD125	895	895	0.00%
_ SA-MAGSTR	SECURE ACC W/MAGST	795	795	0.00%
_ SA-MIFARE	SECURE ACC W/MIFAR	895	895	0.00%
_ SA1-HID2	HID RDR USB VERSN	695	695	0.00%
_ SA1-MAG2	MAGSTRIPE RDR USB	595	595	0.00%
_ SA1-MIF2	MIFARE HID I CLASS	695	695	0.00%
_ SECRWATR	SECURE WTRMRK KIT	995	995	0.00%
_ STAPLER2	CONVENIENCE STPLR	299	299	0.00%
_ USBHUB	USB HUB KIT	150	150	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ XSISED9B	IOT XTRA DRV IN KT	1,500	1,500	0.00%
_ XSISRH9B	IOT ONLY RHD IN KT	3,000	3,000	0.00%
D125CP	D125 COPIER/PRINTR	69,500	33,395	51.95%
_ BYPASS	BYPASS CHUTE	350	350	0.00%

_ EBMNOFEED	FOR ESPRESSO WO FD	0	0	0.00%
_ EBMNOFIN	FOR ESPRESSO WO FIN	0	0	0.00%
_ HIGHCAPFD	HI CAP FEEDER	2,700	2,500	7.41%
_ INSTSECUR	SECURE ACCESS INST	120	120	0.00%
_ INSTSTD	NONSECURE ACC INST	0	0	0.00%
_ INTERFACE	INTERFACE MODULE	2,000	2,000	0.00%
_ MLA	D4 STAPLER FINISHR	6,550	5,198	20.64%
_ OVRSZHC	OVERSIZED HCF	4,000	4,000	0.00%
_ OVRSZHF2	2T OVRSZ HICAP FDR	6,500	6,500	0.00%
_ STACKER	HIGH CAPACITY STKR	13,000	12,338	5.09%
_ STDFINPLS	PART FIN INTRFACE	12,000	10,500	12.50%
_ TAPE-BIND	TAPE BINDER	15,000	12,600	16.00%
_ TKX	BOOKLET FINISHER	11,800	9,345	20.81%
_ ADV-PUNCH	GBC ADVANCE PUNCH	12,400	8,925	28.02%
_ CAC-KIT	COM ACC CRD ENB KT	199	199	0.00%
_ FIDEVICE2	FOREIGN INTERFACE	150	150	0.00%
_ GIGABIT	GIGABIT ETHERNT KT	400	400	0.00%
_ GROUNDESD	ESD PROTECTION KIT	0	0	0.00%
_ HCSUIFA	HCS UI FX ANGLE KT	0	0	0.00%
_ INTEGRSFT	INTEGRATD SQ TRIMR	15,000	11,025	26.50%
_ LEFT-UI	LEFT UI KIT	85	85	0.00%
_ LUI2TOHCF	HCF 2T FCW UI MNT	0	0	0.00%
_ MUA	D3 C/Z FOLDER	5,700	4,305	24.47%
_ NBV	HCS DOLLY CART	995	995	0.00%
_ PDFKIT2	PDF KIT	2,850	2,850	0.00%
_ SA-HID125	SECURE ACC W/HD125	895	895	0.00%
_ SA-MAGSTR	SECURE ACC W/MAGST	795	795	0.00%
_ SA-MIFARE	SECURE ACC W/MIFAR	895	895	0.00%
_ SA1-HID2	HID RDR USB VERSN	695	695	0.00%
_ SA1-MAG2	MAGSTRIPE RDR USB	595	595	0.00%
_ SA1-MIF2	MIFARE HID I CLASS	695	695	0.00%
_ SECRWATR	SECURE WTRMRK KIT	995	995	0.00%
_ STAPLER2	CONVENIENCE STPLR	299	299	0.00%
_ USBHUB	USB HUB KIT	150	150	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ XSISED9B	IOT XTRA DRV IN KT	1,500	1,500	0.00%
_ XSISRH9B	IOT ONLY RHD IN KT	3,000	3,000	0.00%
D136CP	D136 COPIER/PRINTR	82,000	46,221	43.63%
_ BYPASS	BYPASS CHUTE	350	350	0.00%
_ HICAP136	HIGH CAPACITY FEED	2,700	2,625	2.78%
_ INSTSECUR	SECURE ACCESS INST	120	120	0.00%
_ INSTSTD	NONSECURE ACC INST	0	0	0.00%
_ MLA	D4 STAPLER FINISHR	6,550	5,198	20.64%
_ OVRSZHF2	2T OVRSZ HICAP FDR	6,500	6,500	0.00%
_ STACKER	HIGH CAPACITY STKR	13,000	12,338	5.09%
_ STDFINPLS	PART FIN INTRFACE	12,000	10,500	12.50%
_ TAPE-BIND	TAPE BINDER	15,000	12,600	16.00%

_ TKX	BOOKLET FINISHER	11,800	9,345	20.81%
_ ADV-PUNCH	GBC ADVANCE PUNCH	12,400	8,925	28.02%
_ CAC-KIT	COM ACC CRD ENB KT	199	199	0.00%
_ FIDEVICE2	FOREIGN INTERFACE	150	150	0.00%
_ GIGABIT	GIGABIT ETHERNT KT	400	400	0.00%
_ GROUNDESD	ESD PROTECTION KIT	0	0	#DIV/0!
_ HCSUIFA	HCS UI FX ANGLE KT	0	0	#DIV/0!
_ INTEGRSFT	INTEGRATD SQ TRIMR	15,000	11,025	26.50%
_ LEFT-UI	LEFT UI KIT	85	85	0.00%
_ LUI2TOHCF	HCF 2T FCW UI MNT	0	0	#DIV/0!
_ MUA	D3 C/Z FOLDER	5,700	4,305	24.47%
_ NBV	HCS DOLLY CART	995	995	0.00%
_ PDFKIT2	PDF KIT	2,850	2,850	0.00%
_ SA-HID125	SECURE ACC W/HD125	895	895	0.00%
_ SA-MAGSTR	SECURE ACC W/MAGST	795	795	0.00%
_ SA-MIFARE	SECURE ACC W/MIFAR	895	895	0.00%
_ SA1-HID2	HID RDR USB VERSN	695	695	0.00%
_ SA1-MAG2	MAGSTRIPE RDR USB	595	595	0.00%
_ SA1-MIF2	MIFARE HID I CLASS	695	695	0.00%
_ SECRWATR	SECURE WTRMRK KIT	995	995	0.00%
_ STAPLER2	CONVENIENCE STPLR	299	299	0.00%
_ USBHUB	USB HUB KIT	150	150	0.00%
D95CP	D95 COPIER/PRINTER	46,500	18,774	59.63%
_ BYPASS	BYPASS CHUTE	350	350	0.00%
_ EBMNOFEED	FOR ESPRESSO WO FD	0	0	0.00%
_ EBMNOFIN	FOR ESPRESSO WO FIN	0	0	0.00%
_ HIGHCAPFD	HI CAP FEEDER	2,700	2,500	7.41%
_ INSTSECR	SECURE ACCESS INST	120	120	0.00%
_ INSTSTD	NONSECURE ACC INST	0	0	0.00%
_ MLA	D4 STAPLER FINISHR	6,550	5,198	20.64%
_ OVRSZHC	OVERSIZED HCF	4,000	4,000	0.00%
_ TKX	BOOKLET FINISHER	11,800	9,345	20.81%
_ 100PPMKIT	100 PPM KIT	0	0	0.00%
_ 95PPMKIT	95 PPM KIT	0	0	0.00%
_ CAC-KIT	COM ACC CRD ENB KT	199	199	0.00%
_ FIDEVICE2	FOREIGN INTERFACE	150	150	0.00%
_ GIGABIT	GIGABIT ETHERNT KT	400	400	0.00%
_ GROUNDESD	ESD PROTECTION KIT	0	0	0.00%
_ INTEGRSFT	INTEGRATD SQ TRIMR	15,000	11,025	26.50%
_ LEFT-UI	LEFT UI KIT	85	85	0.00%
_ MUA	D3 C/Z FOLDER	5,700	4,305	24.47%
_ PDFKIT2	PDF KIT	2,850	2,850	0.00%
_ SA-HID125	SECURE ACC W/HD125	895	895	0.00%
_ SA-MAGSTR	SECURE ACC W/MAGST	795	795	0.00%
_ SA-MIFARE	SECURE ACC W/MIFAR	895	895	0.00%
_ SA1-HID2	HID RDR USB VERSN	695	695	0.00%
_ SA1-MAG2	MAGSTRIPE RDR USB	595	595	0.00%

_ SA1-MIF2	MIFARE HID I CLASS	695	695	0.00%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SECRWATR	SECURE WTRMRK KIT	995	995	0.00%
_ STAPLER2	CONVENIENCE STPLR	299	299	0.00%
_ USBHUB	USB HUB KIT	150	150	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
FFSRVR136	FREEFLOW PRINT SVR	18,500	16,427	11.21%
_ CP136NBL	D136 CP SVR LICENS	0	0	0.00%
_ P136NBL	D136 PRTSVR LICENS	0	0	0.00%
_ B5L	CONTROLLER STAND	250	250	0.00%
_ IPDSW1	IPDS SW LICENSE	10,000	7,875	21.25%
_ LCDSSW	LCDS SW LICENSE	10,000	7,875	21.25%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ VIGROUPA	FF VI COMPOSE	5,000	2,625	47.50%
_ XSISED4G	95/110/125 FF XTRA	1,900	1,900	0.00%
_ XSISRH4G	95/110/125 FF RHD	6,000	6,000	0.00%
COLOR PRODUCTS				
E2P	CONVERSION KIT	2,500	2,494	0.24%
DOCUMENT CENTRE				
AUTOSTR	AUTOSTORE	1	1	0.00%
AUTOSTRX	AUTOSTORE EXPRESS	1	1	0.00%
_ 2BK	AUTOSTORE 1 DEV	1,275	1,138	10.75%
_ 3BK	AUTOSTORE 10 DEV	11,220	10,014	10.75%
_ 4BK	ASTORE USER CLIENT	1,275	1,138	10.75%
_ 4TA	AUTOSTORE 100 DEV	99,450	88,760	10.75%
_ 5TA	OUTPUT MAN 1 DEV	898	801	10.80%
_ 6TA	OUTPUT MAN 10 DEV	7,453	6,652	10.75%
_ 7TA	OUTPUT MAN 100 DEV	44,900	40,073	10.75%
_ 8TA	OUTPUT MAN NETWORK	599	534	10.85%
_ 3TA	AS EXPS 100 DEVICE	71,370	63,698	10.75%
_ 7BH	AS EXPSS 1 DEVICE	915	817	10.71%
_ 8BH	AS EXPSS 10 DEVICE	8,052	7,186	10.76%
_ 9BH	ASTORE USER CLIENT	1,275	1,138	10.75%
B7025D2	XEROX B7025D	6,100	2,893	52.57%
B7025H2	XEROX B7025H	8,100	4,998	38.30%
B7025S2	XEROX B7025S	7,100	4,109	42.13%
_ NO-PS3	NO POST SCRIPT	0	0	0.00%
_ PSCRIPT3	POSTSCRIPT	450	450	0.00%
_ ADDTRAY	ADDITIONAL TRAY	499	315	36.87%
_ CARDRDR	CARD READER	59	59	0.00%
_ CNVSTPLR	CONVENIENCE STAPLR	299	299	0.00%
_ DUALCT	DUAL CATCHTRAY	100	100	0.00%
_ ENVELTRAY	ENVELOPE TRAY	349	314	10.03%

_ FAX-1LIN	1 LINE FAX	1,095	734	32.97%
_ FAX-3LIN	3 LINE FAX	1,495	1,311	12.31%
_ FIDKIT	FOREIGN INTERFACE	349	349	0.00%
_ FOIPFAX	FAX OVER IP	1,095	940	14.16%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HDD70	HARD DISK DRIVE	600	420	30.00%
_ INTFIN	INTEGRATED FINISHR	999	891	10.81%
_ RFID70	RFID READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR1	SIPRNET W/READER	299	261	12.71%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%
_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ HCFB2W	HIGH CAP FEEDER	1,299	1,091	16.01%
_ OFFINLX	OFFICE FINISHER LX	1,999	1,049	47.52%
B7030D2	XEROX B7030D	7,100	3,503	50.66%
B7030H2	XEROX B7030H	9,100	5,619	38.25%
B7030S2	XEROX B7030S	8,100	4,729	41.62%
B7035D2	XEROX B7035D	8,100	4,316	46.72%
B7035H2	XEROX B7035H	10,100	6,487	35.77%
B7035S2	XEROX B7035S	9,100	5,598	38.48%
_ NO-PS3	NO POST SCRIPT	0	0	0.00%
_ PSCRIPT3	POSTSCRIPT	450	450	0.00%
_ ADDTRAY	ADDITIONAL TRAY	499	315	36.87%
_ CARDRDR	CARD READER	59	59	0.00%
_ CNVSTPLR	CONVENIENCE STAPLR	299	299	0.00%
_ DUALCT	DUAL CATCHTRAY	100	100	0.00%
_ ENVELTRAY	ENVELOPE TRAY	349	314	10.03%
_ FAX-1LIN	1 LINE FAX	1,095	734	32.97%
_ FAX-3LIN	3 LINE FAX	1,495	1,311	12.31%
_ FIDKIT	FOREIGN INTERFACE	349	349	0.00%
_ FOIPFAX	FAX OVER IP	1,095	940	14.16%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HDD70	HARD DISK DRIVE	600	420	30.00%
_ INTFIN	INTEGRATED FINISHR	999	891	10.81%
_ RFID70	RFID READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%

_	SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_	SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_	SIPR-RDR1	SIPRNET W/READER	299	261	12.71%
_	UNICODE	INTL PRINTING KIT	299	299	0.00%
_	VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_	VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_	VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_	VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_	VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_	WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_	FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%
_	FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_	HCFB2W	HIGH CAP FEEDER	1,299	1,091	16.01%
_	OFFINLX	OFFICE FINISHER LX	1,999	1,049	47.52%
	B8045H2	XEROX B8045H	14,820	9,855	33.50%
_	OCT-B80	OUTPUT CATCH TRAY	400	105	73.75%
_	OFC-B80	OFFICE FINISHER	2,500	1,103	55.88%
_	OFCBM-B80	OFFICE FINISHER/BM	4,500	2,678	40.49%
_	CONVSTPL3	CONVENIENCE STAPLR	225	225	0.00%
_	ENVKIT2	ENVELOPE TRAY	199	199	0.00%
_	FAX-1LINE	1 LINE FAX	1,095	940	14.16%
_	FAX-2LINE	2 LINE FAX	1,399	1,399	0.00%
_	HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_	HICAPFDR	HIGH CAPACITY FDR	2,200	1,570	28.64%
_	MCAFEIC	MCAFE INTEGRIT KIT	499	499	0.00%
_	RFID-B80	RFID CARD READER	279	252	9.68%
_	SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_	SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_	SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_	SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_	SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_	SMARTRDR	SMART CARD CAC RDR	199	199	0.00%
_	UNICODE	INTL PRINTING KIT	299	299	0.00%
_	VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_	VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_	VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_	VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_	VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_	WC59FI	FOREIGN INTERFACE	175	175	0.00%
_	WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_	XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_	2HPLGL	2 HOLE PUNCH KIT	795	520	34.59%
_	3HOLEPCH	3 HOLE PUNCH KIT	795	520	34.59%
	B8055H2	XEROX B8055H	19,345	13,141	32.07%
_	OCT-B80	OUTPUT CATCH TRAY	400	105	73.75%
_	OFC-B80	OFFICE FINISHER	2,500	1,103	55.88%
_	OFCBM-B80	OFFICE FINISHER/BM	4,500	2,678	40.49%

_ CONVSTPL3	CONVENIENCE STAPLR	225	225	0.00%
_ ENVKIT2	ENVELOPE TRAY	199	199	0.00%
_ FAX-1LINE	1 LINE FAX	1,095	940	14.16%
_ FAX-2LINE	2 LINE FAX	1,399	1,399	0.00%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HICAPFDR	HIGH CAPACITY FDR	2,200	1,570	28.64%
_ MCAFEEIC	MCAFE INTEGRIT KIT	499	499	0.00%
_ RFID-B80	RFID CARD READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_ SMARTRDR	SMART CARD CAC RDR	199	199	0.00%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_ WC59FI	FOREIGN INTERFACE	175	175	0.00%
_ WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_ XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_ 2HPLGL	2 HOLE PUNCH KIT	795	520	34.59%
_ 3HOLEPCH	3 HOLE PUNCH KIT	795	520	34.59%
B8065H2	XEROX B8065H	24,845	16,526	33.48%
_ HVFIN	HIGH VOL FINISHER	4,750	2,205	53.58%
_ HVFIN-BM	HIGH VOL FIN/BM	6,250	4,305	31.12%
_ OCT-B80	OUTPUT CATCH TRAY	400	105	73.75%
_ OFC-B80	OFFICE FINISHER	2,500	1,103	55.88%
_ OFCBM-B80	OFFICE FINISHER/BM	4,500	2,678	40.49%
_ CONVSTPL3	CONVENIENCE STAPLR	225	225	0.00%
_ ENVKIT2	ENVELOPE TRAY	199	199	0.00%
_ FAX-1LINE	1 LINE FAX	1,095	940	14.16%
_ FAX-2LINE	2 LINE FAX	1,399	1,399	0.00%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HCF-SEF	SHORT EDGE FEEDER	1,000	1,000	0.00%
_ HCF-SEL	SHORT EDGE FEEDER	1,000	1,000	0.00%
_ HICAPFDR	HIGH CAPACITY FDR	2,200	1,570	28.64%
_ MCAFEEIC	MCAFE INTEGRIT KIT	499	499	0.00%
_ RFID-B80	RFID CARD READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_ SMARTRDR	SMART CARD CAC RDR	199	199	0.00%

_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WC59FI	FOREIGN INTERFACE	175	175	0.00%
_ WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_ XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_ 2HPLGL	2 HOLE PUNCH KIT	795	520	34.59%
_ 3HOLEPCH	3 HOLE PUNCH KIT	795	520	34.59%
_ 3HP-HVF	3 HOLE PUNCHER	795	520	34.59%
B8075H2	XEROX B8075H	29,395	18,864	35.83%
_ HVFIN	HIGH VOL FINISHER	4,750	2,205	53.58%
_ HVFIN-BM	HIGH VOL FIN/BM	6,250	4,305	31.12%
_ OCT-B80	OUTPUT CATCH TRAY	400	105	73.75%
_ OFC-B80	OFFICE FINISHER	2,500	1,103	55.88%
_ OFCBM-B80	OFFICE FINISHER/BM	4,500	2,678	40.49%
_ CONVSTPL3	CONVENIENCE STAPLR	225	225	0.00%
_ ENVKIT2	ENVELOPE TRAY	199	199	0.00%
_ FAX-1LINE	1 LINE FAX	1,095	940	14.16%
_ FAX-2LINE	2 LINE FAX	1,399	1,399	0.00%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HCF-SEF	SHORT EDGE FEEDER	1,000	1,000	0.00%
_ HCF-SEL	SHORT EDGE FEEDER	1,000	1,000	0.00%
_ HICAPFDR	HIGH CAPACITY FDR	2,200	1,570	28.64%
_ MCAFEIIC	MCAFE INTEGRIT KIT	499	499	0.00%
_ RFID-B80	RFID CARD READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_ SMARTRDR	SMART CARD CAC RDR	199	199	0.00%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WC59FI	FOREIGN INTERFACE	175	175	0.00%
_ WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_ XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_ 2HPLGL	2 HOLE PUNCH KIT	795	520	34.59%
_ 3HOLEPCH	3 HOLE PUNCH KIT	795	520	34.59%
_ 3HP-HVF	3 HOLE PUNCHER	795	520	34.59%
B8090H2	XEROX B8090H	38,745	21,008	45.78%

_ HVFIN	HIGH VOL FINISHER	4,750	2,205	53.58%
_ HVFIN-BM	HIGH VOL FIN/BM	6,250	4,305	31.12%
_ CONVSTPL3	CONVENIENCE STAPLR	225	225	0.00%
_ ENVKIT2	ENVELOPE TRAY	199	199	0.00%
_ FAX-1LINE	1 LINE FAX	1,095	940	14.16%
_ FAX-2LINE	2 LINE FAX	1,399	1,399	0.00%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HCF-SEF	SHORT EDGE FEEDER	1,000	1,000	0.00%
_ HCF-SEL	SHORT EDGE FEEDER	1,000	1,000	0.00%
_ HICAPFDR	HIGH CAPACITY FDR	2,200	1,570	28.64%
_ MCAFEEIC	MCAFE INTEGRIT KIT	499	499	0.00%
_ RFID-B80	RFID CARD READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_ SMARTRDR	SMART CARD CAC RDR	199	199	0.00%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CFG 2	0	0	0.00%
_ WC59FI	FOREIGN INTERFACE	175	175	0.00%
_ WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_ XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_ 2HPLGL	2 HOLE PUNCH KIT	795	520	34.59%
_ 3HP-HVF	3 HOLE PUNCHER	795	520	34.59%
DCSHREDU	DOCUSHARE EDUCATN	2,000	1,995	0.25%
DCSHRENT	DOCUSHARE ENTERPRS	20,000	19,950	0.25%
DCSHREXP	DOCUSHARE EXPRESS	1,500	1,418	5.47%
DCSHR66	DOCUSHARE STANDARD	3,000	2,993	0.23%
_ KB8	EDU-DS 1000 USER	15,000	14,963	0.25%
_ KX0	EDU-DS 100USER CAL	3,000	3,000	0.00%
_ UA4	EDU-DS 10 USER CAL	1,000	1,000	0.00%
_ UA5	EDU-DS500 USER CAL	10,000	10,000	0.00%
_ UA6	EDU-DS5000USER CAL	75,000	74,813	0.25%
_ EA9	ADTL EDU SERVER	5,000	5,000	0.00%
_ EB1	QUICKSEARCH UI	2,000	2,000	0.00%
_ EB3	SERVER EXPANSN KIT	13,000	12,968	0.25%
_ EB4	EFORMS ENBLE EDU	10,000	10,000	0.00%
_ FOX	CK4DS 10 MFP	1,800	1,785	0.83%
_ F1X	CK4DS 100 MFP	17,000	16,958	0.25%
_ F3X	CK4DS 500 MFP	80,000	79,800	0.25%
_ F8B	CK4DS 1 MFP	200	200	0.00%
_ F9B	CK4DS 5 MFP	950	950	0.00%

_ KB5	CPX INSTR 50 USR	10,000	10,000	0.00%
_ KB6	CPX INSTR 500USR	40,000	39,900	0.25%
_ MA4	EDU READONLY 10USR	1,000	1,000	0.00%
_ MA5	EDU READONLY100USR	5,000	5,000	0.00%
_ UA8	EDUCNTRULEMGR10CPX	3,000	3,000	0.00%
_ VB4	EDUREAD5000USERCAL	25,000	24,938	0.25%
_ 3AT	APP CONNECTOR	5,000	4,988	0.24%
_ 6AY	CONTENT RULES MGR	7,500	7,500	0.00%
_ DB9	DS V6.6 10 USER CL	1,500	1,500	0.00%
_ DX0	DS V6.6 100 USER	12,500	12,469	0.25%
_ DX7	CONTNT ENCRYPT ENB	7,500	7,500	0.00%
_ EA0	DCSHR ARCHIVE SVR	7,500	7,500	0.00%
_ EA2	DS SVR LIC STAGING	6,000	6,000	0.00%
_ EA3	DCSHARE EFRMS ENBL	13,000	12,968	0.25%
_ EA7	CPX CAL 10-USER	5,000	5,000	0.00%
_ EB0	DOCUSHARE 6.6 OCR	4,000	4,000	0.00%
_ EB2	RECORDS MGNT	10,000	9,975	0.25%
_ KB0	PUBLIC WEB ACCESS	20,000	19,950	0.25%
_ KB1	READONLY CAL 10USR	750	750	0.00%
_ KB2	READONLY CAL100USR	5,000	5,000	0.00%
_ KB3	EFORMS AUTH STUDIO	3,000	3,000	0.00%
_ KB4	DS CAL RECORDS MGT	5,500	5,500	0.00%
_ KX1	ABBYY FLXCPFUL300K	24,000	23,940	0.25%
_ KX2	ABBYY FLXCPFUL600K	36,000	35,910	0.25%
_ KX3	ABBYY FLXCPFUL1.2M	56,000	55,860	0.25%
_ KX4	ABBYY FLXCPTFXD300K	12,000	11,970	0.25%
_ KX5	ABBYY FLXCPTFUL60K	9,000	9,000	0.00%
_ KX7	RECOG SVR 100K PPY	2,000	2,000	0.00%
_ UA7	GUEST CAL 20 USER	3,000	3,000	0.00%
_ UA9	ABBYYFLXCPTFXD120K	7,500	7,500	0.00%
_ UB0	ABBYYFLXCPTFXD600K	14,000	13,965	0.25%
_ VA0	ABBYYFLXCPTFXD1.2M	18,000	17,955	0.25%
_ VA4	ABBYYRECOGSVR300K	3,000	3,000	0.00%
_ VA5	ABBYYRECOGSVR500K	4,300	4,300	0.00%
_ VA6	ABBYYRECOGSVR1M	7,500	7,500	0.00%
_ VA7	ABBYYRECOGSVRNOLMT	12,000	11,970	0.25%
_ DX8	CNT RLS MNGR 10CPX	7,500	7,500	0.00%
_ DX9	DOC LIFE CYCLE	5,000	5,000	0.00%
_ EA1	DCSHR FEDERTN 1SVR	1,000	1,000	0.00%
_ EA4	EMAIL AGENT	2,000	2,000	0.00%
_ EA5	CUSTOM WORKFLOWS	5,000	5,000	0.00%
_ EA6	PARTNTED CNT STRGE	5,000	5,000	0.00%
XWS-SVR	WORKPLACE SUITE	15	15	0.00%
_ PSWKFLOW	PRINTSAFE WORKFLOW	185	185	0.00%
_ XWS-MPB	MOB PRINT WF BASIC	185	185	0.00%
_ XWS-MPP	MOB PRINT WF PREM	885	885	0.00%
_ CONSEC	CONTENT SECURITY	200	200	0.00%

_ DWZ	MS OFFICE CONVRSN	900	900	0.00%
_ MPSREPORT	MPS REPORTING	10	10	0.00%
_ 2XP	2 CONNECTOR PACK	199	199	0.00%
_ 3XP	12 CONNECTOR PACK	999	996	0.30%
_ 4XP	30 CONNECTOR PACK	2,499	2,204	11.80%
_ 5XP	75 CONNECTOR PACK	5,899	5,144	12.80%
_ 6XP	200 CONNECTOR PACK	14,499	11,550	20.34%
_ 7XP	300 CONNECTOR PACK	19,999	16,538	17.31%
_ 8XP	1000 CONNECTOR PCK	63,999	51,450	19.61%
_ 9XN	1 CONNECTOR PACK	100	100	0.00%
B600DN	XEROX B600DN	1,002	881	12.08%
_ AQQ	STAND	284	261	8.10%
_ CARDMNT	SMART CARD MOUNT	44	41	6.82%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ PRODUCTKT	PRODUCTIVITY KIT	227	209	7.93%
_ RFIDKIT1	RFID CARD READER	279	230	17.56%
_ SIPR-RDR5	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR4	SMART CARD READER	158	146	7.59%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 4XC	FINISHER	568	524	7.75%
_ 5XC	MAILBOX	568	524	7.75%
_ 6XC	CASTER BASE	227	209	7.93%
_ 7WA	HICAP FEEDER	739	681	7.85%
_ 8WA	550 SHEET FEEDER	342	314	8.19%
B605S	XEROX B605	2,277	2,036	10.58%
B605SL	XEROX B605	2,277	2,036	10.58%
B605X	XEROX B605	2,733	2,477	9.37%
B605XL	XEROX B605	2,733	2,477	9.37%
_ AQQ	STAND	284	261	8.10%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ RFID70	RFID READER	279	252	9.68%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SIPR-RDR3	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR2	SMART CARD READER	158	146	7.59%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%

_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 6XC	CASTER BASE	227	209	7.93%
_ 7WA	HICAP FEEDER	739	681	7.85%
_ 8WA	550 SHEET FEEDER	342	314	8.19%
_ 4XC	FINISHER	568	524	7.75%
_ 5XC	MAILBOX	568	524	7.75%
_ SIPR-RDR4	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR3	SMART CARD READER	158	146	7.59%
B610DN	XEROX B610DN	1,320	1,168	11.52%
_ AQQ	STAND	284	261	8.10%
_ CARDMNT	SMART CARD MOUNT	44	41	6.82%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ PRODUCTKT	PRODUCTIVITY KIT	227	209	7.93%
_ RFIDKIT1	RFID CARD READER	279	230	17.56%
_ SIPR-RDR5	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR4	SMART CARD READER	158	146	7.59%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 4XC	FINISHER	568	524	7.75%
_ 5XC	MAILBOX	568	524	7.75%
_ 6XC	CASTER BASE	227	209	7.93%
_ 7WA	HICAP FEEDER	739	681	7.85%
_ 8WA	550 SHEET FEEDER	342	314	8.19%
B615XL	XEROX B615	3,701	3,408	7.92%
_ 4XC	FINISHER	568	524	7.75%
_ 5XC	MAILBOX	568	524	7.75%
_ AQQ	STAND	284	261	8.10%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ RFID70	RFID READER	279	252	9.68%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SIPR-RDR4	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR3	SMART CARD READER	158	146	7.59%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%

_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 6XC	CASTER BASE	227	209	7.93%
_ 7WA	HICAP FEEDER	739	681	7.85%
_ 8WA	550 SHEET FEEDER	342	314	8.19%
C7020D2	XEROX C7020D	5,849	3,311	43.39%
C7020S2	XEROX C7020S	6,849	4,228	38.27%
C7020T2	XEROX C7020T	7,499	4,732	36.90%
C7025D2	XEROX C7025D	8,399	4,072	51.52%
C7025S2	XEROX C7025S	9,399	5,149	45.22%
C7025T2	XEROX C7025T	10,049	5,668	43.60%
_ NO-PS3	NO POST SCRIPT	0	0	0.00%
_ POSCRIPT3	POSTSCRIPT	450	450	0.00%
_ ADDTRAY	ADDITIONAL TRAY	499	315	36.87%
_ CARDRDR	CARD READER	59	59	0.00%
_ CNVSTPLR	CONVENIENCE STAPLR	299	299	0.00%
_ DUALCT	DUAL CATCHTRAY	100	100	0.00%
_ ENVELTRAY	ENVELOPE TRAY	349	314	10.03%
_ FAX-1LIN	1 LINE FAX	1,095	734	32.97%
_ FAX-3LIN	3 LINE FAX	1,495	1,311	12.31%
_ FIDKIT	FOREIGN INTERFACE	349	349	0.00%
_ FOIP-FAX	FAX OVER IP	1,095	940	14.16%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HDD70	HARD DISK DRIVE	600	420	30.00%
_ INTFIN	INTEGRATED FINISHR	999	891	10.81%
_ RFID70	RFID READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR1	SIPRNET W/READER	299	261	12.71%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%
_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ HCFB2W	HIGH CAP FEEDER	1,299	1,091	16.01%
_ OFFINLX	OFFICE FINISHER LX	1,999	1,049	47.52%
C7030D2	XEROX C7030D	10,449	5,015	52.00%
C7030S2	XEROX C7030S	11,449	6,038	47.26%
C7030T2	XEROX C7030T	12,099	6,698	44.64%

_ NO-PS3	NO POST SCRIPT	0	0	0.00%
_ POSCRIPT3	POSTSCRIPT	450	450	0.00%
_ ADDTRAY	ADDITIONAL TRAY	499	315	36.87%
_ CARDRDR	CARD READER	59	59	0.00%
_ CNVSTPLR	CONVENIENCE STAPLR	299	299	0.00%
_ DUALCT	DUAL CATCHTRAY	100	100	0.00%
_ ENVELTRAY	ENVELOPE TRAY	349	314	10.03%
_ FAX-1LIN	1 LINE FAX	1,095	734	32.97%
_ FAX-3LIN	3 LINE FAX	1,495	1,311	12.31%
_ FIDKIT	FOREIGN INTERFACE	349	349	0.00%
_ FOIP-FAX	FAX OVER IP	1,095	940	14.16%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HDD70	HARD DISK DRIVE	600	420	30.00%
_ INTFIN	INTEGRATED FINISHR	999	891	10.81%
_ RFID70	RFID READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR1	SIPRNET W/READER	299	261	12.71%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%
_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ HCFB2W	HIGH CAP FEEDER	1,299	1,091	16.01%
_ OFFINLX	OFFICE FINISHER LX	1,999	1,049	47.52%
C8000DT	XEROX C8000DT	2,949	2,834	3.90%
_ BKMKRFIN	BM FINISHER	3,757	3,464	7.80%
_ CARDRDR	CARD READER	59	59	0.00%
_ ENVLPTR	ENVELOPE TRAY	341	314	7.92%
_ FIDKIT	FOREIGN INTERFACE	349	349	0.00%
_ FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%
_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ OFCFINSH	OFFICE FINISHER	1,309	1,206	7.87%
_ RFID70	RFID READER	279	252	9.68%
_ SIPR-RDR1	SIPRNET W/READER	299	261	12.71%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%

_ 2A3	2 TRAY MODULE	1,138	1,049	7.82%
_ 2A4	TANDM TRAY MODULE	1,479	1,364	7.78%
_ 2A5	320GB HDD	341	314	7.92%
_ 8EX	HIGH CAP FEEDER	1,479	1,364	7.78%
C8030H2	XEROX C8030H	15,148	8,957	40.87%
C8030T2	XEROX C8030T	14,748	8,752	40.66%
C8035H2	XEROX C8035H	17,048	10,307	39.54%
C8035T2	XEROX C8035T	16,648	10,101	39.33%
_ BRF-C80	BR FINISHER	2,995	1,733	42.14%
_ BRFB-C80	BR BOOKLET MAKER	4,995	3,359	32.75%
_ CZFOLDC80	BR FINISHR C/Z FLD	2,600	2,600	0.00%
_ EFI-FLDER	EFI HOT FOLDERS	995	995	0.00%
_ EFI-PROF	EFI PROFILE SUITE	2,200	2,200	0.00%
_ EFI-SPOT	EFI SPOT ON	825	825	0.00%
_ EFIBUNDL1	EFI FIERY BUNDLE	2,199	2,099	4.55%
_ EFISERV1	EFI FIERY SERVER	2,995	2,995	0.00%
_ ENVELTRY	ENVELOPE TRAY	349	314	10.03%
_ ETHUBKIT	ETHERNET HUB OPTIO	550	520	5.45%
_ FAX-1LINE	1 LINE FAX	1,095	940	14.16%
_ FAX-2LINE	2 LINE FAX	1,399	1,399	0.00%
_ FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%
_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HCFB2W	HIGH CAP FEEDER	1,299	1,091	16.01%
_ INTFIN	INTEGRATED FINISHR	999	891	10.81%
_ MCAFEIEIC	MCAFE INTEGRIT KIT	499	499	0.00%
_ OFC-C80	OFFICE FINISHER LX	2,500	1,103	55.88%
_ RFID-C80	RFID READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_ SMARTRDR	SMART CARD CAC RDR	199	199	0.00%
_ STAPLERKT	CONVEN STAPLER KIT	299	299	0.00%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_ WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_ XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_ YRC	FI DEVICE	175	175	0.00%
C8045H2	XEROX C8045H	20,754	12,511	39.72%
_ BRF-C80	BR FINISHER	2,995	1,733	42.14%
_ BRFB-C80	BR BOOKLET MAKER	4,995	3,359	32.75%

_ CZFOLD80	BR FINISHR C/Z FLD	2,600	2,600	0.00%
_ EFI-FLDER	EFI HOT FOLDERS	995	995	0.00%
_ EFI-PROF	EFI PROFILE SUITE	2,200	2,200	0.00%
_ EFI-SPOT	EFI SPOT ON	825	825	0.00%
_ EFIBUNDL1	EFI FIERY BUNDLE	2,199	2,099	4.55%
_ EFISERV1	EFI FIERY SERVER	2,995	2,995	0.00%
_ ENVELTRY	ENVELOPE TRAY	349	314	10.03%
_ ETHUBKIT	ETHERNET HUB OPTIO	550	520	5.45%
_ FAX-1LINE	1 LINE FAX	1,095	940	14.16%
_ FAX-2LINE	2 LINE FAX	1,399	1,399	0.00%
_ FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%
_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HCFB2W	HIGH CAP FEEDER	1,299	1,091	16.01%
_ MCAFEIC	MCAFE INTEGRIT KIT	499	499	0.00%
_ OFC-C80	OFFICE FINISHER LX	2,500	1,103	55.88%
_ RFID-C80	RFID READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_ SMARTRDR	SMART CARD CAC RDR	199	199	0.00%
_ STAPLERKT	CONVEN STAPLER KIT	299	299	0.00%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_ XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_ YRC	FI DEVICE	175	175	0.00%
C8055H2	XEROX C8055H	24,854	15,391	38.07%
_ BRF-C80	BR FINISHER	2,995	1,733	42.14%
_ BRFB-C80	BR BOOKLET MAKER	4,995	3,359	32.75%
_ CZFOLD80	BR FINISHR C/Z FLD	2,600	2,600	0.00%
_ EFI-FLDER	EFI HOT FOLDERS	995	995	0.00%
_ EFI-PROF	EFI PROFILE SUITE	2,200	2,200	0.00%
_ EFI-SPOT	EFI SPOT ON	825	825	0.00%
_ EFIBUNDL1	EFI FIERY BUNDLE	2,199	2,099	4.55%
_ EFISERV1	EFI FIERY SERVER	2,995	2,995	0.00%
_ ENVELTRY	ENVELOPE TRAY	349	314	10.03%
_ ETHUBKIT	ETHERNET HUB OPTIO	550	520	5.45%
_ FAX-1LINE	1 LINE FAX	1,095	940	14.16%
_ FAX-2LINE	2 LINE FAX	1,399	1,399	0.00%
_ FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%

_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HCFB2W	HIGH CAP FEEDER	1,299	1,091	16.01%
_ MCAFEEIC	MCAFE INTEGRIT KIT	499	499	0.00%
_ OFC-C80	OFFICE FINISHER LX	2,500	1,103	55.88%
_ RFID-C80	RFID READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_ SMARTRDR	SMART CARD CAC RDR	199	199	0.00%
_ STAPLERKT	CONVEN STAPLER KIT	299	299	0.00%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	#DIV/0!
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	#DIV/0!
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	#DIV/0!
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	#DIV/0!
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	#DIV/0!
_ WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_ XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_ YRC	FI DEVICE	175	175	0.00%
C8070H2	XEROX C8070H	31,000	19,973	35.57%
_ BRFC80	BR FINISHER	2,995	1,733	42.14%
_ BRFB-C80	BR BOOKLET MAKER	4,995	3,359	32.75%
_ CZFOLDC80	BR FINISHR C/Z FLD	2,600	2,600	0.00%
_ EFI-FLDER	EFI HOT FOLDERS	995	995	0.00%
_ EFI-PROF	EFI PROFILE SUITE	2,200	2,200	0.00%
_ EFI-SPOT	EFI SPOT ON	825	825	0.00%
_ EFIBUNDL1	EFI FIERY BUNDLE	2,199	2,099	4.55%
_ EFISERV1	EFI FIERY SERVER	2,995	2,995	0.00%
_ ENVELTRY	ENVELOPE TRAY	349	314	10.03%
_ ETHUBKIT	ETHERNET HUB OPTIO	550	520	5.45%
_ FAX-1LINE	1 LINE FAX	1,095	940	14.16%
_ FAX-2LINE	2 LINE FAX	1,399	1,399	0.00%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HCFB2W	HIGH CAP FEEDER	1,299	1,091	16.01%
_ MCAFEEIC	MCAFE INTEGRIT KIT	499	499	0.00%
_ RFID-C80	RFID READER	279	252	9.68%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_ SMARTRDR	SMART CARD CAC RDR	199	199	0.00%
_ STAPLERKT	CONVEN STAPLER KIT	299	299	0.00%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%

_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_ XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_ YRC	FI DEVICE	175	175	0.00%
C9000DT	XEROX C9000DT	4,668	4,668	0.00%
_ BKMKRFIN	BM FINISHER	3,757	3,464	7.80%
_ CARDRDR	CARD READER	59	59	0.00%
_ ENVLPTR	ENVELOPE TRAY	341	314	7.92%
_ FIDKIT	FOREIGN INTERFACE	349	349	0.00%
_ FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%
_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ OFCFINSH	OFFICE FINISHER	1,309	1,206	7.87%
_ RFID70	RFID READER	279	252	9.68%
_ SIPR-RDR1	SIPRNET W/READER	299	261	12.71%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 2A3	2 TRAY MODULE	1,138	1,049	7.82%
_ 2A4	TANDM TRAY MODULE	1,479	1,364	7.78%
_ 5B2	PRECISE COLOR MGMT	682	629	7.77%
_ 8EX	HIGH CAP FEEDER	1,479	1,364	7.78%
EC7836H2	WORKCENTRE EC7836	14,495	6,165	57.47%
EC7856H2	WORKCENTRE EC7856	19,995	7,847	60.76%
_ FINLX-BM	BOOKLET MAKER UNIT	1,199	839	30.03%
_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ HCFB2W	HIGH CAP FEEDER	1,299	1,091	16.01%
_ ISERFAX1	1 LINE FAX	1,095	940	14.16%
_ ISERFAX2	2 LINE FAX	1,399	1,399	0.00%
_ MCAFEIC	MCAFE INTEGRIT KIT	499	499	0.00%
_ ODMIF	OFFICE DEPOT KIOSK	2,000	2,000	0.00%
_ ODNEW	OFFICE DEPOT KIOSK	2,000	2,000	0.00%
_ OFCFINRLX	OFC FINISHER LX	2,500	1,103	55.88%
_ RFIDEMB78	INTEGD RFID READER	353	334	5.38%
_ SIPR-RDR	SIPRNET W/READER	299	261	12.71%
_ SMARTRDR	SMART CARD CAC RDR	199	199	0.00%
_ STAPLERKT	CONVEN STAPLER KIT	299	299	0.00%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ USDA508-C	508 TABLET KIT	910	910	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%

_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_ WIRELESS	WIRELESS PRINT KIT	99	99	0.00%
_ XPS-ENBL	XPS ENABLEMENT KIT	499	419	16.03%
_ YRC	FI DEVICE	175	175	0.00%
IPK7800HS	INSTANT PRNT KIOSK	26,215	11,902	54.60%
_ FINLX-3HP	2/3-HOLE PUNCH	795	520	34.59%
_ FRNTDR	FRONT DOOR COVER	499	499	0.00%
WC3335DNI	WORKCENTRE 3335	398	384	3.52%
WC3345DNI	WORKCENTRE 3345	512	495	3.32%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ ENBKIT33	NFC ENABLEMENT KIT	57	53	7.02%
_ RFIDMFP33	RFID READER MFP	227	209	7.93%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ TRAY33	PAPER TRAY - 550	227	209	7.93%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
WC6027NI	WORKCENTRE 6027	495	450	9.09%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
3330DNI	PHASER 3330	341	330	3.23%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ ENBKIT33	NFC ENABLEMENT KIT	57	53	7.02%
_ RFIDSFP33	RFID READER SFP	227	209	7.93%
_ TRAY33	PAPER TRAY - 550	227	209	7.93%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%

REPROGRAPHIC SYSTEMS

C70EFI2	EXI CONTRL C60/70	6,995	6,995	0.00%
C70EX2	EX CONTRL C60/70	23,000	16,758	27.14%
_ EFIPROPK	PRODUCTIVITY PACK	6,000	6,000	0.00%
_ EXIMPOSE	EFI IMPOSE	2,550	2,550	0.00%
_ HUB5PORT	HUB - 5 PORT	495	495	0.00%
_ PROFILE4	COLOR PRFLR 4.0/ES	2,200	2,200	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ X70FOLDER	HOT FLDS/VRT PRTR	995	995	0.00%
_ C70EXUP	C70 EX EFI UPGRADE	1,295	1,295	0.00%
_ EXCOMPOSE	EFI COMPOSE	1,500	1,500	0.00%

_ EXFACI	ADVANCED FACI KIT	4,000	4,000	0.00%
_ EXHDD	HDD SECURITY 1 BAY	995	995	0.00%
_ GAPREM	GA PREMIUM EDITION	6,200	6,200	0.00%
C70FFPS2	FFPS CONTRL C60/70	5,995	5,995	0.00%
_ SPECTROXR	XRITE PRO2 SPECTRO	900	900	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ X56IPDS	IPDS	10,000	10,000	0.00%
BALTOROHF	BALTORO HF PIJ	699,000	530,250	24.14%
_ BHDFDR	FDR 26' TOP TRAY	34,000	34,000	0.00%
_ BHDFDR2	FDR 26' TOP TRAY	34,000	34,000	0.00%
_ BHDFDR3	FDR 26' TOP TRAY	34,000	34,000	0.00%
_ BHFSTACK	STACKER	37,000	37,000	0.00%
_ MDIACART	IGEN MEDIA CART	2,900	2,900	0.00%
_ MDIAENAB	MEDIA CART ENAB	6,600	6,600	0.00%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ PITABLE	PRESS INTRFACE TBL	1,000	1,000	0.00%
_ RLTOCABT	CABINET	590	590	0.00%
_ SPEEDUPGR	SPEED UPGRADE	75,000	75,000	0.00%
_ TAPEBIND	XEROX TAPE BINDER	20,000	14,595	27.03%
_ TAPEBIND2	SECOND TAPE BINDER	20,000	14,595	27.03%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_ 58B	MEDIA CART PALLET	800	800	0.00%
BHDFFPS	BRENVA FFPS	50,000	50,000	0.00%
_ FFCASTER2	FFPS CASTER KIT	200	200	0.00%
_ FFPSIPDS	FFPS IPDS	20,000	20,000	0.00%
_ FFPSSTND	FFPS STAND	1,250	1,250	0.00%
_ XSISDLI1	XSIS DEV LINK INTG	4,000	4,000	0.00%
BHFFFPS	BALTORO FFPS	50,000	50,000	0.00%
_ FFCASTER2	FFPS CASTER KIT	200	200	0.00%
_ FFPSIPDS	FFPS IPDS	20,000	20,000	0.00%
_ FFPSSTND	FFPS STAND	1,250	1,250	0.00%
_ XSISDLI1	XSIS DEV LINK INTG	4,000	4,000	0.00%
BRENVAHF	BRENVAHF PIJ PRESS	599,000	572,250	4.47%
_ BHDFDR	FDR 26' TOP TRAY	34,000	34,000	0.00%
_ BHDFDR2	FDR 26' TOP TRAY	34,000	34,000	0.00%
_ BHDFDR3	FDR 26' TOP TRAY	34,000	34,000	0.00%
_ BHDUPSPD	DPLX UPG SPD KIT	50,000	50,000	0.00%
_ MDIACART	IGEN MEDIA CART	2,900	2,900	0.00%
_ MDIAENAB	MEDIA CART ENAB	6,600	6,600	0.00%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ PITABLE	PRESS INTRFACE TBL	1,000	1,000	0.00%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
CFFCORE	FREEFLOW CORE SW	2,500	2,095	16.20%
_ ADVAUTO	ADV AUTOMATION MOD	8,750	7,345	16.06%
_ ADVPPRESS	PREPRESS MODULE	5,000	4,195	16.10%

_ COREBKUP	FF CORE BACKUP LIC	1,250	1,045	16.40%
_ OTPTMGMT	OUTPUT MGMT MODULE	8,750	7,345	16.06%
_ VARDATA	VARIABLE DATA MOD	5,000	4,195	16.10%
CFFEX-1	E T P SINGLE USER	1,500	368	75.47%
CFFMKR	MAKEREADY 6.0	18,000	9,450	47.50%
CFFMKRC	MAKEREADY 6.0	18,000	9,450	47.50%
_ CLRDRV3	DIGIPATH 3.0 COLOR	3,400	3,400	0.00%
_ CPYRGHTM	COPYRIGHT MGMT	5,000	2,625	47.50%
_ FOOTSWCH	FOOTSWITCH KIT	110	110	0.00%
_ MRTBL	MAKE READY TABLE	1,500	1,500	0.00%
_ PHOTOSHP	PHOTOSHOP	825	825	0.00%
_ SCANHW	SCANNER HARDWRE KT	100	100	0.00%
_ SETLBL	PPS SET LABELING	5,000	2,625	47.50%
_ ZKEPTSCAN	PRODUCTION SCANNER	40,000	0	100.00%
CFFPMAPP	PRINT MANAGER APP	1,500	1,050	30.00%
CPRINT	XMPIE PRINT	24,000	23,940	0.25%
CPRINTPRO	XMPIE PRINT PRO	54,000	53,865	0.25%
_ B0B	UPRODUCE INDESIGN	40,000	39,900	0.25%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ D3B	XMPIE XMEDIA ADDON	30,000	29,925	0.25%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
_ WHX	USTORE	30,000	30,000	0.00%
_ B2B	UPRODUCE 8INSTANCE	5,000	4,988	0.24%
CSTORFLOW	XMPIE STOREFLOW	32,000	31,920	0.25%
_ B0B	UPRODUCE INDESIGN	40,000	39,900	0.25%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ COREADVP	FF C ADV PREPR MOD	4,000	3,990	0.25%
_ COREAUTOP	FF C ADV AUTO MOD	9,000	8,978	0.24%
_ COREBAKUP	FF C BACKUP	1,500	1,496	0.27%
_ D3B	XMPIE XMEDIA ADDON	30,000	29,925	0.25%
_ FFCONNECT	FF CONNECT	0	0	0.00%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%

_ WFA	UPLAN	11,500	11,471	0.25%
CSTRFLOWP	STOREFLOW PRO	69,000	68,828	0.25%
_ B2B	UPRODUCE 8INSTANCE	5,000	4,988	0.24%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ COREADV	FF C ADV PREPR MOD	4,000	3,990	0.25%
_ COREAUTOP	FF C ADV AUTO MOD	9,000	8,978	0.24%
_ COREBAKUP	FF C BACKUP	1,500	1,496	0.27%
_ COREOPTMG	FF CORE OUTPUT MGR	9,000	8,978	0.24%
_ D3B	XMPIE XMEDIA ADDON	30,000	29,925	0.25%
_ FFCONNECT	FF CONNECT	0	0	0.00%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
CTRANSMED	XMPIE TRANSMEDIA	43,000	42,893	0.25%
_ B0B	UPRODUCE INDESIGN	40,000	39,900	0.25%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ B9A	PE ANALYTICS PREM	25,000	24,938	0.25%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
_ WHX	USTORE	30,000	30,000	0.00%
_ WKX	UCREATE XM PLUG-IN	3,000	2,993	0.23%
CTRNSMEDP	TRANSMEDIA PRO	79,000	78,803	0.25%
_ B2B	UPRODUCE 8INSTANCE	5,000	4,988	0.24%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ B9A	PE ANALYTICS PREM	25,000	24,938	0.25%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%

_ WHX	USTORE	30,000	30,000	0.00%
_ WKX	UCREATE XM PLUG-IN	3,000	2,993	0.23%
CUDIRECTS	XMPIE UDIR STUDIO	6,500	6,500	0.00%
CUDIRECT1	XMPIE UDIRECT CLAS	4,500	4,500	0.00%
_ UCHART	UCHART DESKTOP	2,000	1,995	0.25%
_ UIMAGE	UIMAGE DESKTOP	4,000	3,990	0.25%
C70EX	EXC70 PRO80-1V DFE	23,000	16,013	30.38%
_ BEX	HD SECURITY OPTION	995	995	0.00%
_ C70EXUP	C70 EX EFI UPGRADE	1,295	1,295	0.00%
_ GAPREM	GA PREMIUM EDITION	6,200	6,200	0.00%
_ HUB5PORT	HUB - 5 PORT	495	495	0.00%
_ PROFILE4	COLOR PRFLR 4.0/ES	2,200	2,200	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ X70IMPOSE	IMPOSE	2,550	2,550	0.00%
C700FCSRV	INTEGRATED CONTRLR	4,995	4,995	0.00%
C9065	PRIMELINK C9065	36,100	20,685	42.70%
C9065XLS	PRIMELINK C9065	36,100	20,685	42.70%
_ OFFSETRAY	OFF SET TRAY	400	400	0.00%
_ PRBKMKFIN	PR BK MKR FIN	13,800	10,395	24.67%
_ PRFINPLUS	PR FIN PLUS	14,000	12,600	10.00%
_ PRSTNDFIN	PR STD FIN	8,550	7,298	14.64%
_ V80BRBOOK	BR BOOKLET MAKER	4,995	3,990	20.12%
_ V80BRFIN	BR FINISHER	2,995	2,310	22.87%
_ BANFDKIT	BANNER FDR KIT	699	513	26.61%
_ BRCZFOLD	BR CZ FOLDER	5,700	3,990	30.00%
_ CONVSTPL	CONVENIENCE STPLR	299	299	0.00%
_ FAXLINE	FAX LINE	999	999	0.00%
_ FAXSERVER	FAX SERVER	990	990	0.00%
_ FAXVOIP	VOIP FAX	895	895	0.00%
_ FIDevice2	FOREIGN INTERFACE	150	150	0.00%
_ GBCADVPUN	GBC ADV PUNCH PRO	13,900	10,290	25.97%
_ HCF1T	HCF 1 TRAY	2,000	2,000	0.00%
_ HCF1TOVSZ	OVSZ HCF 1 TRAY	5,995	5,245	12.51%
_ HCF2TOVSZ	OVSZ HCF 2 TRAY	9,995	8,920	10.76%
_ MSIKIT	MSI KIT	1,399	1,322	5.50%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ PRTRIM	CREASE/2 SIDE TRIM	30,000	23,625	21.25%
_ USBHUBKT	USB HUB KIT	150	150	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VCZFOLD	CZ FOLD MODULE	5,700	4,305	24.47%
_ VIGROUPD	FF VI COMPOSE	5,000	2,625	47.50%
_ VINTERPSR	INTERPOSER MOD	2,000	2,000	0.00%
_ VPUNCH	PR 2/3 PUNCH	600	600	0.00%

_ VSQFLDTRM	SQ FOLD TRIMMER	15,000	11,025	26.50%
C9070	PRIMELINK C9070	40,800	23,121	43.33%
C9070XLS	PRIMELINK C9070	40,800	23,121	43.33%
_ OFFSETRAY	OFF SET TRAY	400	400	0.00%
_ PRBKMKFIN	PR BK MKR FIN	13,800	10,395	24.67%
_ PRFINPLUS	PR FIN PLUS	14,000	12,600	10.00%
_ PRSTNDFIN	PR STD FIN	8,550	7,298	14.64%
_ V80BRBOOK	BR BOOKLET MAKER	4,995	3,990	20.12%
_ V80BRFIN	BR FINISHER	2,995	2,310	22.87%
_ BANFDKIT	BANNER FDR KIT	699	513	26.61%
_ BRCZFOLD	BR CZ FOLDER	5,700	3,990	30.00%
_ CONVSTPL	CONVENIENCE STPLR	299	299	0.00%
_ FAXLINE	FAX LINE	999	999	0.00%
_ FAXSERVER	FAX SERVER	990	990	0.00%
_ FAXVOIP	VOIP FAX	895	895	0.00%
_ FIDEVICE2	FOREIGN INTERFACE	150	150	0.00%
_ GBCADVPUN	GBC ADV PUNCH PRO	13,900	10,290	25.97%
_ HCF1T	HCF 1 TRAY	2,000	2,000	0.00%
_ HCF1TOVSZ	OVSZ HCF 1 TRAY	5,995	5,245	12.51%
_ HCF2TOVSZ	OVSZ HCF 2 TRAY	9,995	8,920	10.76%
_ MSIKIT	MSI KIT	1,399	1,322	5.50%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ PRTRIM	CREASE/2 SIDE TRIM	30,000	23,625	21.25%
_ USBHUBKT	USB HUB KIT	150	150	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VCZFOLD	CZ FOLD	5700	5,700	0.00%
_ VIGROUPD	FF VI COMPOSE	5,000	2,625	47.50%
_ VINTERPSR	INTERPOSER MOD	2,000	2,000	0.00%
_ VPUNCH	PR 2/3 PUNCH	600	600	0.00%
_ VSQFLDTRM	SQ FOLD TRIMMER	15,000	11,025	26.50%
DMPCTRL	DMP INTEG CNTRL	4,995	4,995	0.00%
_ PS4DMPSVR	POSTSCRIPT FOR DMP	595	595	0.00%
DPS-100MX	NUVERA 100 MICR	117,000	70,035	40.14%
DPS-120MX	NUVERA 120 MICR	152,000	73,343	51.75%
DPS-144MX	NUVERA 144 MICR	220,000	101,063	54.06%
DPS-200MX	NUVERA 200 MICR	280,000	215,145	23.16%
DPS-288MX	NUVERA 288 MICR	370,000	268,433	27.45%
_ BFDCDPS1	FIN MOD DIRECT CON	28,600	24,833	13.17%
_ BFDLDPS1	DUAL FINSHR MODULE	50,000	42,000	16.00%
_ BFMDPS1	BASIC FINSHR MODUL	25,000	21,000	16.00%
_ FEED4T	FEED MODULE-4 TRAY	20,000	15,750	21.25%
_ FTMS	FINISHING TRANSPRT	20,000	15,225	23.88%
_ IPDS-SWMX	IPDS SOFTWARE	20,000	20,000	0.00%
_ LCDSM2SW	LCDS SOFTWARE LIC	20,000	20,000	0.00%
_ LFFM2	LRG FORMAT 2 TRAY	20,000	20,000	0.00%

_ PSM2SW	POSTSCRIPT&PPML SW	10,000	10,000	0.00%
_ STAKEXPS	PROD STACKER MOD	30,000	24,885	17.05%
_ XSIS193	19.3ENABL2TRYFDR"	22,000	21,000	4.55%
_ BFMPLUS1	BASIC FIN MOD PLUS	25,000	21,000	16.00%
_ BFMPLUS2	BASIC FIN MOD PLUS	25,000	21,000	16.00%
_ B38	MEDIA CART ENABLKI	150	150	0.00%
_ CVR-HIGH	TOP COVER HIGH	0	0	0.00%
_ DP100-120	SPD UPGR 100-120DP	35,000	13,650	61.00%
_ DP100-144	SPD UPGR 100-144DP	103,000	43,050	58.20%
_ FEED-4T2	2ND FEED MOD-4TRAY	20,000	15,750	21.25%
_ FEED-4T3	3RD FEED MOD-4TRAY	20,000	15,750	21.25%
_ FORNDEV	FOREIGN INTERFACE	175	175	0.00%
_ FTMS2	2ND FIN TRANSPORT	20,000	15,225	23.88%
_ GBCPNCHPR	GBC ADV PUNCH PRO	15,900	12,495	21.42%
_ HARDDRPS2	INT 2ND HARD DRIVE	3,000	3,000	0.00%
_ IMPOSITN	IMPOSITION LICENSE	500	500	0.00%
_ INSERTLF1	LG FMT INS MOD 2TR	20,000	15,750	21.25%
_ INSERTMD	INSERT MOD-4 TRAY	20,000	15,750	21.25%
_ INSERTM2	INSERTION MOD-4TRY	20,000	15,750	21.25%
_ IQPACK	IMAGE QUALITY PACK	5,000	2,100	58.00%
_ LFFMDPS2	2ND LF FEED MOD 2T	20,000	20,000	0.00%
_ LFFMDPS3	3RD LRG FT 2 TRAY	20,000	20,000	0.00%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ OVERWRITE	DISK OVERWRITE	0	0	0.00%
_ PRODPK	PRODUCTIVITY PACK	10,000	5,250	47.50%
_ STACKCART	PROD MEDIA CART	3,975	3,975	0.00%
_ STAKEXPS2	PROD STACKER MOD2	30,000	24,885	17.05%
_ STAKEXPS3	PROD STACKER MOD3	30,000	24,885	17.05%
_ TAPEBIND	XEROX TAPE BINDER	20,000	14,595	27.03%
_ TAPEBIND2	SECOND TAPE BINDER	20,000	14,595	27.03%
_ UHH	DISABLE PRINTERACT	0	0	0.00%
_ UPS-KIT	UPS ENABLEMENT KIT	500	500	0.00%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_ XAU	CART FOR DS3500	995	995	0.00%
_ XPLUSTOOL	PRODUCTIVITY PLUS	280	280	0.00%
_ XSISED3E	RHD EXTRA DRIVE	1,500	1,500	0.00%
_ XSISMLOG7	XSIS MEDIA LOG	7,500	7,500	0.00%
_ XSISPIML4	PROD INFO MGMT SYS	2,000	2,000	0.00%
_ XSISRH3E	RHD INSTALL KIT	3,000	3,000	0.00%
_ XSIS193IN	OP19.3 2TRYINSERT"	22,000	21,000	4.55%
_ XSIS1932	OP19.3 2TRAYFEEDR"	22,000	21,000	4.55%
_ 30APWR	30A LINE CORD	0	0	0.00%
_ DP120-144	SPD UPGR 120-144DP	68,000	29,400	56.76%
_ IPDS288M	IPDS SOFTWARE	20,000	20,000	0.00%
_ LCDS288SW	LCDS S/W LICENSE	20,000	20,000	0.00%
_ LFFFEED1	19.3 LARGE FMT 2T	22,000	15,750	28.41%
_ PS288SW	POSTSCRIPT S/W LIC	10,000	10,000	0.00%

_ DP200-288	SPD UPGR 200-288DP	90,000	52,500	41.67%
_ DUALCORE	QUAD CORE KIT	12,000	10,500	12.50%
_ INSERTLF	INSERTION MOD 2T	22,000	15,750	28.41%
_ LFEEDPS2	2ND 19.3 LF FD 2T	20,000	15,750	21.25%
_ LFEEDPS3	3RD 19.3 LF FD 2T	20,000	15,750	21.25%
_ 2-30APWR	30A LINE CORD	0	0	0.00%
_ ONLINE1	ONLINE MODULE/CUP	11,000	10,500	4.55%
DPS100	NUVERA 100 EA	87,000	42,473	51.18%
DPS120	NUVERA 120 EA	122,000	45,780	62.48%
DPS144	NUVERA 144 EA	190,000	73,500	61.32%
DPS157	NUVERA 157 EA	207,000	88,148	57.42%
_ BFDCDPS1	FIN MOD DIRECT CON	28,600	24,833	13.17%
_ BFDLDPS1	DUAL FINSHR MODULE	50,000	42,000	16.00%
_ BFMDPS1	BASIC FINSHR MODUL	25,000	21,000	16.00%
_ FEEDSCN	FEED MOD SCANNER	40,000	36,750	8.13%
_ FEED4T	FEED MODULE-4 TRAY	20,000	15,750	21.25%
_ FTMS	FINISHING TRANSPRT	20,000	15,225	23.88%
_ IPDS-SW	IPDS SOFTWARE	20,000	20,000	0.00%
_ LCDSM2SW	LCDS SOFTWARE LIC	20,000	20,000	0.00%
_ LFFM2	LRG FORMAT 2 TRAY	20,000	20,000	0.00%
_ PSM2SW	POSTSCRIPT&PPML SW	10,000	10,000	0.00%
_ STAKEXPS	PROD STACKER MOD	30,000	24,885	17.05%
_ XSI193	19.3ENABL2TRYFDR"	22,000	21,000	4.55%
_ BFMPLUS1	BASIC FIN MOD PLUS	25,000	21,000	16.00%
_ BFMPLUS2	BASIC FIN MOD PLUS	25,000	21,000	16.00%
_ B38	MEDIA CART ENABLK	150	150	0.00%
_ CVR-HIGH	TOP COVER HIGH	0	0	0.00%
_ CVR-LOW	TOP COVER LOW KIT	0	0	0.00%
_ DP100-120	SPD UPGR 100-120DP	35,000	13,650	61.00%
_ DP100-144	SPD UPGR 100-144DP	103,000	43,050	58.20%
_ DP100-157	SPD UPGR 100-157DP	120,000	57,225	52.31%
_ FEED-4T2	2ND FEED MOD-4TRAY	20,000	15,750	21.25%
_ FEED-4T3	3RD FEED MOD-4TRAY	20,000	15,750	21.25%
_ FORNDEV	FOREIGN INTERFACE	175	175	0.00%
_ FTMS2	2ND FIN TRANSPORT	20,000	15,225	23.88%
_ GBCPNCHPR	GBC ADV PUNCH PRO	15,900	12,495	21.42%
_ HARDDRPS2	INT 2ND HARD DRIVE	3,000	3,000	0.00%
_ IMPOSITN	IMPOSITION LICENSE	500	500	0.00%
_ INSERTLF1	LG FMT INS MOD 2TR	20,000	15,750	21.25%
_ INSERTMD	INSERT MOD-4 TRAY	20,000	15,750	21.25%
_ INSERTM2	INSERTION MOD-4TRY	20,000	15,750	21.25%
_ IQPACK	IMAGE QUALITY PACK	5,000	2,100	58.00%
_ LFFMDPS2	2ND LF FEED MOD 2T	20,000	20,000	0.00%
_ LFFMDPS3	3RD LRG FT 2 TRAY	20,000	20,000	0.00%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ ONLINE1	ONLINE MODULE/CUP	11,000	10,500	4.55%
_ OVERWRITE	DISK OVERWRITE	0	0	0.00%

_ PRODPK	PRODUCTIVITY PACK	10,000	5,250	47.50%
_ STACKCART	PROD MEDIA CART	3,975	3,975	0.00%
_ STAKEXPS2	PROD STACKER MOD2	30,000	24,885	17.05%
_ STAKEXPS3	PROD STACKER MOD3	30,000	24,885	17.05%
_ TAPEBIND	XEROX TAPE BINDER	20,000	14,595	27.03%
_ TAPEBIND2	SECOND TAPE BINDER	20,000	14,595	27.03%
_ UHH	DISABLE PRINTERACT	0	0	0.00%
_ ULWIOT1	ULW 1ST ENGINE KIT	3,300	3,300	0.00%
_ ULWSTK1	ULW KIT 1ST STKR	3,450	3,450	0.00%
_ ULWSTK2	ULW KIT 2ND STKR	3,450	3,450	0.00%
_ ULWSTK3	ULW KIT 3RD STKR	3,450	3,450	0.00%
_ UPS-KIT	UPS ENABLEMENT KIT	500	500	0.00%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_ XAU	CART FOR DS3500	995	995	0.00%
_ XPLUSTOOL	PRODUCTIVITY PLUS	280	280	0.00%
_ XSISED3E	RHD EXTRA DRIVE	1,500	1,500	0.00%
_ XSISMLOG7	XSIS MEDIA LOG	7,500	7,500	0.00%
_ XSISPIML4	PROD INFO MGMT SYS	2,000	2,000	0.00%
_ XSISRH3E	RHD INSTALL KIT	3,000	3,000	0.00%
_ XSIS193IN	OP19.3 2TRYINSERT"	22,000	21,000	4.55%
_ XSIS1932	OP19.3 2TRAYFEEDR"	22,000	21,000	4.55%
_ 2NDBTL	2ND TONE BOTTLE KT	950	950	0.00%
_ 30APWR	30A LINE CORD	0	0	0.00%
_ DP120-144	SPD UPGR 120-144DP	68,000	29,400	56.76%
_ DP120-157	SPD UPGR 120-157DP	85,000	43,575	48.74%
_ DP144-157	SPD UPGR 144-157DP	17,000	14,175	16.62%
_ BFDCDPS	BASIC FIN MOD W/DC	28,600	28,600	0.00%
_ BFMDPS	BASIC FIN MOD	25,000	25,000	0.00%
_ BFMDPLUSDP	BASIC FIN MOD PLUS	26,500	26,500	0.00%
_ FEED	FEED MODULE-4 TRAY	20,000	15,750	21.25%
DPS200	NUVERA 200 EA SYS	250,000	187,583	24.97%
DPS288	NUVERA 288 EA SYS	340,000	240,870	29.16%
_ BFDCDPS1	FIN MOD DIRECT CON	28,600	24,833	13.17%
_ BFDLDP1	DUAL FINSHR MODULE	50,000	42,000	16.00%
_ BFMDPS1	BASIC FINSHR MODUL	25,000	21,000	16.00%
_ FEED4T	FEED MODULE-4 TRAY	20,000	15,750	21.25%
_ FTMS	FINISHING TRANSPRT	20,000	15,225	23.88%
_ IPDS288	IPDS SOFTWARE	20,000	20,000	0.00%
_ LCDS288SW	LCDS S/W LICENSE	20,000	20,000	0.00%
_ LFFFEED1	19.3 LARGE FMT 2T	22,000	15,750	28.41%
_ PS288SW	POSTSCRIPT S/W LIC	10,000	10,000	0.00%
_ STAKEXPS	PROD STACKER MOD	30,000	24,885	17.05%
_ BFMDPLUS1	BASIC FIN MOD PLUS	25,000	21,000	16.00%
_ BFMDPLUS2	BASIC FIN MOD PLUS	25,000	21,000	16.00%
_ B38	MEDIA CART ENABLK1	150	150	0.00%
_ CVR-HIGH	TOP COVER HIGH	0	0	0.00%
_ DP200-288	SPD UPGR 200-288DP	90,000	52,500	41.67%

_ DP200-314	SPD UPGR 200-314DP	120,000	80,850	32.63%
_ DUALCORE	QUAD CORE KIT	12,000	10,500	12.50%
_ FEED-4T2	2ND FEED MOD-4TRAY	20,000	15,750	21.25%
_ FEED-4T3	3RD FEED MOD-4TRAY	20,000	15,750	21.25%
_ FTMS2	2ND FIN TRANSPORT	20,000	15,225	23.88%
_ GBCPNCHPR	GBC ADV PUNCH PRO	15,900	12,495	21.42%
_ HARDDRPS2	INT 2ND HARD DRIVE	3,000	3,000	0.00%
_ IMPOSITN	IMPOSITION LICENSE	500	500	0.00%
_ INSERTLF	INSERTION MOD 2T	22,000	15,750	28.41%
_ INSERTMD	INSERT MOD-4 TRAY	20,000	15,750	21.25%
_ INSERTM2	INSERTION MOD-4TRY	20,000	15,750	21.25%
_ LFEEDPS2	2ND 19.3 LF FD 2T	20,000	15,750	21.25%
_ LFEEDPS3	3RD 19.3 LF FD 2T	20,000	15,750	21.25%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ ONLINE1	ONLINE MODULE/CUP	11,000	10,500	4.55%
_ OVERWRITE	DISK OVERWRITE	0	0	0.00%
_ STACKCART	PROD MEDIA CART	3,975	3,975	0.00%
_ STAKEXPS2	PROD STACKER MOD2	30,000	24,885	17.05%
_ STAKEXPS3	PROD STACKER MOD3	30,000	24,885	17.05%
_ TAPEBIND	XEROX TAPE BINDER	20,000	14,595	27.03%
_ TAPEBIND2	SECOND TAPE BINDER	20,000	14,595	27.03%
_ UHH	DISABLE PRINTERACT	0	0	0.00%
_ ULWIOT1	ULW 1ST ENGINE KIT	3,300	3,300	0.00%
_ ULWIOT2	ULW 2ND ENGINE KIT	3,300	3,300	0.00%
_ ULWSTK1	ULW KIT 1ST STKR	3,450	3,450	0.00%
_ ULWSTK2	ULW KIT 2ND STKR	3,450	3,450	0.00%
_ ULWSTK3	ULW KIT 3RD STKR	3,450	3,450	0.00%
_ UPS-KIT	UPS ENABLEMENT KIT	500	500	0.00%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_ XAU	CART FOR DS3500	995	995	0.00%
_ XPLUSTOOL	PRODUCTIVITY PLUS	280	280	0.00%
_ XSISED3E	RHD EXTRA DRIVE	1,500	1,500	0.00%
_ XSISMLOG7	XSIS MEDIA LOG	7,500	7,500	0.00%
_ XSISPIML4	PROD INFO MGMT SYS	2,000	2,000	0.00%
_ XSISRH3E	RHD INSTALL KIT	3,000	3,000	0.00%
_ 2-30APWR	30A LINE CORD	0	0	0.00%
_ 2NDBOTTLE	2ND TONER BTL KIT	1,900	1,900	0.00%
_ DP288-314	SPD UPGR 288-314DP	30,000	28,350	5.50%
DPS314	NUVERA 314 EA SYS	370,000	270,165	26.98%
_ BFDCDPS	BASIC FIN MOD W/DC	28,600	28,600	0.00%
_ BFMDPS	BASIC FIN MOD	25,000	25,000	0.00%
_ FEED4T	FEED MODULE-4 TRAY	20,000	15,750	21.25%
_ FTMS	FINISHING TRANSPRT	20,000	15,225	23.88%
_ IPDS288	IPDS SOFTWARE	20,000	20,000	0.00%
_ LCDS288SW	LCDS S/W LICENSE	20,000	20,000	0.00%
_ LFFED1	19.3 LARGE FMT 2T	22,000	15,750	28.41%
_ PS288SW	POSTSCRIPT S/W LIC	10,000	10,000	0.00%

_ STAKEXPS	PROD STACKER MOD	30,000	24,885	17.05%
_ BFMPLUSDP	BASIC FIN MOD PLUS	26,500	26,500	0.00%
_ B38	MEDIA CART ENABLK1	150	150	0.00%
_ CVR-HIGH	TOP COVER HIGH	0	0	0.00%
_ DUALCORE	QUAD CORE KIT	12,000	10,500	12.50%
_ FEED-4T2	2ND FEED MOD-4TRAY	20,000	15,750	21.25%
_ FEED-4T3	3RD FEED MOD-4TRAY	20,000	15,750	21.25%
_ FTMS2	2ND FIN TRANSPORT	20,000	15,225	23.88%
_ GBCPNCHPR	GBC ADV PUNCH PRO	15,900	12,495	21.42%
_ HARDDRPS2	INT 2ND HARD DRIVE	3,000	3,000	0.00%
_ IMPOSITN	IMPOSITION LICENSE	500	500	0.00%
_ INSERTLF	INSERTION MOD 2T	22,000	15,750	28.41%
_ INSERTMD	INSERT MOD-4 TRAY	20,000	15,750	21.25%
_ INSERTM2	INSERTION MOD-4TRY	20,000	15,750	21.25%
_ LFEEDPS2	2ND 19.3 LF FD 2T	20,000	15,750	21.25%
_ LFEEDPS3	3RD 19.3 LF FD 2T	20,000	15,750	21.25%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ ONLINE1	ONLINE MODULE/CUP	11,000	10,500	4.55%
_ OVERWRITE	DISK OVERWRITE	0	0	0.00%
_ STACKCART	PROD MEDIA CART	3,975	3,975	0.00%
_ STAKEXPS2	PROD STACKER MOD2	30,000	24,885	17.05%
_ STAKEXPS3	PROD STACKER MOD3	30,000	24,885	17.05%
_ TAPEBIND	XEROX TAPE BINDER	20,000	14,595	27.03%
_ TAPEBIND2	SECOND TAPE BINDER	20,000	14,595	27.03%
_ UHH	DISABLE PRINTERACT	0	0	0.00%
_ ULWIOT1	ULW 1ST ENGINE KIT	3,300	3,300	0.00%
_ ULWIOT2	ULW 2ND ENGINE KIT	3,300	3,300	0.00%
_ ULWSTK1	ULW KIT 1ST STKR	3,450	3,450	0.00%
_ ULWSTK2	ULW KIT 2ND STKR	3,450	3,450	0.00%
_ ULWSTK3	ULW KIT 3RD STKR	3,450	3,450	0.00%
_ UPS-KIT	UPS ENABLEMENT KIT	500	500	0.00%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_ XAU	CART FOR DS3500	995	995	0.00%
_ XPLUSTOOL	PRODUCTIVITY PLUS	280	280	0.00%
_ XSISED3E	RHD EXTRA DRIVE	1,500	1,500	0.00%
_ XSISMLOG7	XSIS MEDIA LOG	7,500	7,500	0.00%
_ XSISPIML4	PROD INFO MGMT SYS	2,000	2,000	0.00%
_ XSISRH3E	RHD INSTALL KIT	3,000	3,000	0.00%
_ 2-30APWR	30A LINE CORD	0	0	0.00%
_ 2NDBOTTLE	2ND TONER BTL KIT	1,900	1,900	0.00%
ENTRYEFI	FIERY ENT LVL DFE	5,995	5,995	0.00%
_ EFI-SPOT	EFI SPOT ON	825	825	0.00%
_ EFIBUNDL1	EFI FIERY BUNDLE	2,199	2,099	4.55%
_ HUB5PORT	HUB - 5 PORT	495	495	0.00%
_ PROFILE4	COLOR PRFLR 4.0/ES	2,200	2,200	0.00%
_ X70FOLDER	HOT FLDS/VRT PRTR	995	995	0.00%
FFCORE	FREEFLOW CORE SW	2,500	2,095	16.20%

_ ADVAUTO	ADV AUTOMATION MOD	8,750	7,345	16.06%
_ ADVPPRESS	PREPRESS MODULE	5,000	4,195	16.10%
_ COREBKUP	FF CORE BACKUP LIC	1,250	1,045	16.40%
_ OTPTMGMT	OUTPUT MGMT MODULE	8,750	7,345	16.06%
_ VARDATA	VARIABLE DATA MOD	5,000	4,195	16.10%
FFEX-1	E T P SINGLE USER	1,500	368	75.47%
FFMKR	MAKEREADY 6.0	18,000	9,450	47.50%
FFMKRC	MAKEREADY 6.0	18,000	9,450	47.50%
_ CLRDRV3	DIGIPATH 3.0 COLOR	3,400	3,400	0.00%
_ CPYRGHTM	COPYRIGHT MGMT	5,000	2,625	47.50%
_ FOOTSWCH	FOOTSWITCH KIT	110	110	0.00%
_ MRTBL	MAKE READY TABLE	1,500	1,500	0.00%
_ PHOTOSHP	PHOTOSHOP	825	825	0.00%
_ SCANHW	SCANNER HARDWRE KT	100	100	0.00%
_ SETLBL	PPS SET LABELING	5,000	2,625	47.50%
_ WVU	FREEFLOW WEB SERV	300	300	0.00%
_ ZKEPTSCAN	PRODUCTION SCANNER	40,000	0	100.00%
FFPMAPP	PRINT MANAGER APP	1,500	1,050	30.00%
FFPS100I2	FFPS 1000I	75,000	59,850	20.20%
_ FFCASTER2	FFPS CASTER KIT	200	200	0.00%
_ FFPSIPDS	FFPS IPDS	20,000	20,000	0.00%
_ FFPSSTND2	FFPS STAND	1,250	1,250	0.00%
_ XCPHOTO	FFPS PHOTO AUTO	500	500	0.00%
_ XSISDLI1	XSIS DEV LINK INTG	4,000	4,000	0.00%
_ 5COLFFPS2	FFPS 5TH CLR ENABL	10,000	5,250	47.50%
IFFCORE	FREEFLOW CORE SW	2,500	2,095	16.20%
_ ADVAUTO	ADV AUTOMATION MOD	8,750	7,345	16.06%
_ ADVPPRESS	PREPRESS MODULE	5,000	4,195	16.10%
_ COREBKUP	FF CORE BACKUP LIC	1,250	1,045	16.40%
_ OTPTMGMT	OUTPUT MGMT MODULE	8,750	7,345	16.06%
_ VARDATA	VARIABLE DATA MOD	5,000	4,195	16.10%
IFFEX-1	E T P SINGLE USER	1,500	368	75.47%
IFFMKR	MAKEREADY 6.0	18,000	9,450	47.50%
IFFMKRC	MAKEREADY 6.0	18,000	9,450	47.50%
_ CLRDRV3	DIGIPATH 3.0 COLOR	3,400	3,400	0.00%
_ CPYRGHTM	COPYRIGHT MGMT	5,000	2,625	47.50%
_ FOOTSWCH	FOOTSWITCH KIT	110	110	0.00%
_ MRTBL	MAKE READY TABLE	1,500	1,500	0.00%
_ PHOTOSHP	PHOTOSHOP	825	825	0.00%
_ SCANHW	SCANNER HARDWRE KT	100	100	0.00%
_ SETLBL	PPS SET LABELING	5,000	2,625	47.50%
_ ZKEPTSCAN	PRODUCTION SCANNER	40,000	0	100.00%
IFFPMAPP	PRINT MANAGER APP	1,500	1,050	30.00%
IGEN5120	IGEN5 120 PRESS	597,000	574,350	3.79%
IGEN5120C	IGEN5 120 PRESS	597,000	574,350	3.79%
IGEN5150	IG5 150 PLUS PRESS	677,000	667,800	1.36%
IGEN5150C	IG5 150 PLUS PRESS	677,000	667,800	1.36%

IGEN590	IGEN5 90 PRESS	475,000	394,800	16.88%
IGEN590C	IGEN5 90 PRESS	475,000	394,800	16.88%
_ IGEN5FEED	FDR 26' TOP TRAY	34,000	34,000	0.00%
_ IG4NOFEED	NO ADDITIONAL FDR	0	0	0.00%
_ MATTEDI	MATTE DRY INK KIT	0	0	0.00%
_ STANDARDI	STNDRD DRY INK KIT	0	0	0.00%
_ BN0	ATA INSTALL KIT	7,700	7,700	0.00%
_ CONVMDI	MATTE DRY INK CONV	20,000	10,500	47.50%
_ CONVSDI	DRY INK CONVERS KT	20,000	10,500	47.50%
_ IGEN5FDR	FDR 26' TOP TRAY	34,000	34,000	0.00%
_ IGEN5FDR2	FDR 26' TOP TRAY	34,000	34,000	0.00%
_ IGEN5INSR	IGEN INSERTER W/BP	35,000	31,500	10.00%
_ IG26CART	26STCKRINCLHANDLE"	995	995	0.00%
_ IG4FIN	IGEN4 FINISH KIT	10,000	10,000	0.00%
_ IG4XPPKIT	IGEN4 XPP TOOL KIT	2,500	2,500	0.00%
_ IG5COLKIT	5TH HOUSE UPG	35,000	30,450	13.00%
_ IG526HCS	26 STACKER"	37,000	37,000	0.00%
_ IG526HCS2	26 STACKER"	37,000	37,000	0.00%
_ IG526HCS3	26 STACKER"	37,000	37,000	0.00%
_ MCARTENB1	MEDIA CART ENBLKIT	6,600	6,600	0.00%
_ MCARTENB2	MEDIA CART ENBLKIT	6,600	6,600	0.00%
_ MDIACART	IGEN MEDIA CART	2,900	2,900	0.00%
_ MDIBLUE	BLUE DRY INK KIT	15,000	10,500	30.00%
_ MDICLEAR	CLEAR DRY INK LIC	15,000	10,500	30.00%
_ MDIGREEN	GREEN DRY INK KIT	15,000	10,500	30.00%
_ MDIORANGE	ORANGE DRY INK KIT	15,000	10,500	30.00%
_ MDIWHITE	WHITE DRY INK LIC	15,000	10,500	30.00%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_ XSISPIML7	XSIS PIMS PTR LIC	2,000	2,000	0.00%
_ X4P	CCU CART	10,000	7,350	26.50%
_ X5P	CCU RACK 2 BAYS	7,000	5,250	25.00%
_ YTX	26STCKR SDE TR KT"	4,000	4,000	0.00%
IG3UPFFPS	IG3 FFPS ES5200 UP	75,000	75,000	0.00%
IG4EFI3	IGEN4 EFI	85,000	85,000	0.00%
IG4FFPS3	FFPS FOR IGEN4	75,000	75,000	0.00%
_ ACMFFPS	AUTO CLR MGMT-FFPS	2,000	2,000	0.00%
_ FFCASTER2	FFPS CASTER KIT	200	200	0.00%
_ FFPSDISKO	FFPS DSKOVRWRT LIC	995	995	0.00%
_ IG4IPDS2	IPDS OPTION	20,000	20,000	0.00%
_ IG4PHOTO	IG4 PHOTO AUT TOOL	500	500	0.00%
_ XSISDLI1	XSIS DEV LINK INTG	4,000	4,000	0.00%
IG5EFI2	IGEN5 EFI SERVER	85,000	85,000	0.00%
_ EFICLR LIC	EFI CLEAR LICENSE	5,000	5,000	0.00%
_ EFI GAMLIC	EFI GAMUT LICENSE	5,000	5,000	0.00%
_ EFIWHTLIC	EFI WHITE LICENSE	5,000	5,000	0.00%
_ IG5EFI5HW	EFI 5TH HSG HW	10,000	5,250	47.50%

IG5FFPS2	IGEN5 FFPS2	85,000	85,000	0.00%
_ ACMFFPS	AUTO CLR MGMT-FFPS	2,000	2,000	0.00%
_ FFCASTER2	FFPS CASTER KIT	200	200	0.00%
_ FFPSIPDS	FFPS IPDS	20,000	20,000	0.00%
_ FFPUPWHT	FFPS WHT UPGRADE	10,000	5,250	47.50%
_ IG5COLFFP	5TH COL FFPS UPG	10,000	5,250	47.50%
_ XSISDLI1	XSIS DEV LINK INTG	4,000	4,000	0.00%
INTEGEFI	FIERY INTEG DFE	8,695	8,695	0.00%
_ EFIPROPK	PRODUCTIVITY PACK	6,000	6,000	0.00%
_ EXIMPOSE	EFI IMPOSE	2,550	2,550	0.00%
_ HUB5PORT	HUB - 5 PORT	495	495	0.00%
_ PROFILE4	COLOR PRFLR 4.0/ES	2,200	2,200	0.00%
IPRINT	XMPIE PRINT	24,000	23,940	0.25%
IPRINTPRO	XMPIE PRINT PRO	54,000	53,865	0.25%
_ B0B	UPRODUCE INDESIGN	40,000	39,900	0.25%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ D3B	XMPIE XMEDIA ADDON	30,000	29,925	0.25%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
_ WHX	USTORE	30,000	30,000	0.00%
_ B2B	UPRODUCE 8INSTANCE	5,000	4,988	0.24%
IR120	IR120 PROD PRESS	350,000	164,850	52.90%
IR120EXP	IR120 EX-P 6 EFI	85,000	72,450	14.76%
_ IRBOOK	PR BOOK MAKER FIN	11,800	8,295	29.70%
_ IRFIN	PR STD FIN	6,550	5,198	20.64%
_ IRFINP	PR STD FIN PLUS	12,000	10,500	12.50%
_ IRHCS	HIGH CAP STACKER	13,000	12,338	5.09%
_ XC10OCT	OFFSET CATCH TRAY	300	300	0.00%
_ ADVHCF	ADV HI CAP FDR	9,995	8,920	10.76%
_ GBCADVPUN	GBC ADV PUNCH PRO	13,900	10,290	25.97%
_ HCSUIKIT	HCS UI FIXED ANGLE	0	0	0.00%
_ IRBOOK2	PR BOOK MAKER FIN	11,800	8,295	29.70%
_ IRFINP2	PR STD FIN PLUS	12,000	10,500	12.50%
_ IRFIN2	PR STD FIN	6,550	5,198	20.64%
_ IRHCS2	HIGH CAP STACKER	13,000	12,338	5.09%
_ IR2OHCF1	2TRAY OVRSIZE HCF	9,995	8,920	10.76%
_ ISDGOLD2	GOLD SDI STR KIT	7,500	5,670	24.40%
_ ISDICLEAR	CLEAR SDI STR KIT	7,500	5,670	24.40%
_ ISDIGOLD	GOLD SDI STR KIT	7,500	5,670	24.40%
_ ISDISILVR	SILVER SDI STR KIT	7,500	5,670	24.40%

_ ISDIWHITE	WHITE SDI STR KIT	7,500	5,250	30.00%
_ ISDSILVR2	SILVER SDI STR KIT	7,500	5,670	24.40%
_ ISDWHITE2	WHITE SDI STR KIT	7,500	5,250	30.00%
_ I5COLKIT	EFI 5TH CLR ENABLE	15,000	10,290	31.40%
_ I6COLKIT	EFI 6TH CLR ENABLE	15,000	10,290	31.40%
_ NBV	HCS DOLLY CART	995	995	0.00%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ OHCFBANFD	BANNER FDR EXT	995	940	5.53%
_ PRCZFOLD	PR C/Z FOLDR	5,700	4,305	24.47%
_ PRFNBANFD	PR FIN TRAY EXT	495	495	0.00%
_ PRINSERTR	INSERTER MODULE	2,000	2,000	0.00%
_ PRPUNCH	PR PUNCH	600	600	0.00%
_ PRSQFOLD	SQUARE FOLD TRIMMR	15,000	11,025	26.50%
_ PRTRIM	CREASE/2 SIDE TRIM	30,000	23,625	21.25%
_ QPSIGN	QCK PRT COLOR SIGN	500	500	0.00%
_ REMOPTOUT	REM SVC OPT OUT	0	0	0.00%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_ X0Y	CCU CART	3,000	3,000	0.00%
_ EXSWAPHD1	SWAP HDD KIT 500GB	4,000	4,000	0.00%
_ EX3BAYHD	3 BAY ENCLOSURE	3,000	3,000	0.00%
_ I5COLEFI	5TH CLR ENABL	10,000	5,250	47.50%
_ I6COLEFI	6TH CLR ENABL	10,000	5,250	47.50%
ISTORFLOW	XMPIE STOREFLOW	32,000	31,920	0.25%
_ B0B	UPRODUCE INDESIGN	40,000	39,900	0.25%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ COREADV	FF C ADV PREPR MOD	4,000	3,990	0.25%
_ COREAUTOP	FF C ADV AUTO MOD	9,000	8,978	0.24%
_ COREBAKUP	FF C BACKUP	1,500	1,496	0.27%
_ D3B	XMPIE XMEDIA ADDON	30,000	29,925	0.25%
_ FFCONNECT	FF CONNECT	0	0	0.00%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
ISTRFLOWP	STOREFLOW PRO	69,000	68,828	0.25%
_ B2B	UPRODUCE 8INSTANCE	5,000	4,988	0.24%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ COREADV	FF C ADV PREPR MOD	4,000	3,990	0.25%
_ COREAUTOP	FF C ADV AUTO MOD	9,000	8,978	0.24%

_ COREBAKUP	FF C BACKUP	1,500	1,496	0.27%
_ COREOPTMG	FF CORE OUTPUT MGR	9,000	8,978	0.24%
_ D3B	XMPIE XMEDIA ADDON	30,000	29,925	0.25%
_ FFCONNECT	FF CONNECT	0	0	0.00%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
ITRANSMED	XMPIE TRANSMEDIA	43,000	42,893	0.25%
_ B0B	UPRODUCE INDESIGN	40,000	39,900	0.25%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ B9A	PE ANALYTICS PREM	25,000	24,938	0.25%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
_ WHX	USTORE	30,000	30,000	0.00%
_ WKX	UCREATE XM PLUG-IN	3,000	2,993	0.23%
ITRNSMEDP	TRANSMEDIA PRO	79,000	78,803	0.25%
_ B2B	UPRODUCE 8INSTANCE	5,000	4,988	0.24%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ B9A	PE ANALYTICS PREM	25,000	24,938	0.25%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
_ WHX	USTORE	30,000	30,000	0.00%
_ WKX	UCREATE XM PLUG-IN	3,000	2,993	0.23%
IUDIRECTS	XMPIE UDIR STUDIO	6,500	6,500	0.00%
IUDIRECT1	XMPIE UDIRECT CLAS	4,500	4,500	0.00%
_ UCHART	UCHART DESKTOP	2,000	1,995	0.25%
_ UIMAGE	UIMAGE DESKTOP	4,000	3,990	0.25%
MFF-100	100 EA PROD SYS	45,000	33,863	24.75%
MFF-120	120 EA PROD SYS	57,000	41,265	27.61%
_ FEEDER4T	FEED MOD 4 TRAY	20,000	15,750	21.25%

_	LFFEEDER	LF FEED MOD 2 TRAY	20,000	20,000	0.00%
_	MFFPRO	PRO MULTIFUNCT FIN	15,000	10,500	30.00%
_	MFFPROHP	MFF W/HOLE PUNCH	18,000	13,650	24.17%
_	PSM2SW	POSTSCRIPT&PPML SW	10,000	10,000	0.00%
_	CVR-HIGH	TOP COVER HIGH	0	0	0.00%
_	CVR-LOW	TOP COVER LOW KIT	0	0	0.00%
_	FEED-4T2	2ND FEED MOD-4TRAY	20,000	15,750	21.25%
_	FEED-4T3	3RD FEED MOD-4TRAY	20,000	15,750	21.25%
_	FORNDEV	FOREIGN INTERFACE	175	175	0.00%
_	HARDDRPS2	INT 2ND HARD DRIVE	3,000	3,000	0.00%
_	HOLE2-4	2-4 HOLE PUNCH	0	0	0.00%
_	IMPOSITN	IMPOSITION LICENSE	500	500	0.00%
_	INSERTLF1	LG FMT INS MOD 2TR	20,000	15,750	21.25%
_	INSERTMD	INSERT MOD-4 TRAY	20,000	15,750	21.25%
_	IQPACK	IMAGE QUALITY PACK	5,000	2,100	58.00%
_	LFFMDPS2	2ND LF FEED MOD 2T	20,000	20,000	0.00%
_	LFFMDPS3	3RD LRG FT 2 TRAY	20,000	20,000	0.00%
_	MF100-120	SPD UPG 100-120MFF	12,000	7,350	38.75%
_	NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_	OVERWRITE	DISK OVERWRITE	0	0	0.00%
_	PRODPK	PRODUCTIVITY PACK	10,000	5,250	47.50%
_	UHH	DISABLE PRINTERACT	0	0	0.00%
_	UPS-KIT	UPS ENABLEMENT KIT	500	500	0.00%
_	VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_	XPLUSTOOL	PRODUCTIVITY PLUS	280	280	0.00%
_	XSISED3E	RHD EXTRA DRIVE	1,500	1,500	0.00%
_	XSISIML4	PROD INFO MGMT SYS	2,000	2,000	0.00%
_	XSISRH3E	RHD INSTALL KIT	3,000	3,000	0.00%
_	2NDBTL	2ND TONE BOTTLE KT	950	950	0.00%
_	30APWR	30A LINE CORD	0	0	0.00%
_	XSISMLOG7	XSIS MEDIA LOG	7,500	7,500	0.00%
	PRINT	XMPIE PRINT	24,000	23,940	0.25%
	PRINTPRO	XMPIE PRINT PRO	54,000	53,865	0.25%
_	B0B	UPRODUCE INDESIGN	40,000	39,900	0.25%
_	B3B	UPRODUCE API	15,000	14,963	0.25%
_	B4B	USTORE API	15,000	14,963	0.25%
_	B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_	B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_	D3B	XMPIE XMEDIA ADDON	30,000	29,925	0.25%
_	UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_	V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_	WBW	UCHART DESKTOP	2,000	1,995	0.25%
_	WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_	WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_	WFA	UPLAN	11,500	11,471	0.25%
_	WHX	USTORE	30,000	30,000	0.00%
_	B2B	UPRODUCE 8INSTANCE	5,000	4,988	0.24%

STNDLEFI	FIERY STDAL DFE	23,000	16,758	27.14%
_ EXCOMPOSE	EFI COMPOSE	1,500	1,500	0.00%
_ EXFACI	ADVANCED FACI KIT	4,000	4,000	0.00%
_ EXHDD	HDD SECURITY 1 BAY	995	995	0.00%
_ EXIMPOSE	EFI IMPOSE	2,550	2,550	0.00%
_ GAPREM	GA PREMIUM EDITION	6,200	6,200	0.00%
_ HUB5PORT	HUB - 5 PORT	495	495	0.00%
_ PROFILE4	COLOR PRFLR 4.0/ES	2,200	2,200	0.00%
STORFLOW	XMPIE STOREFLOW	32,000	31,920	0.25%
_ B0B	UPRODUCE INDESIGN	40,000	39,900	0.25%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ COREADV	FF C ADV PREPR MOD	4,000	3,990	0.25%
_ COREAUTOP	FF C ADV AUTO MOD	9,000	8,978	0.24%
_ COREBAKUP	FF C BACKUP	1,500	1,496	0.27%
_ D3B	XMPIE XMEDIA ADDON	30,000	29,925	0.25%
_ FFCONNECT	FF CONNECT	0	0	0.00%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
STRFLOWP	STOREFLOW PRO	69,000	68,828	0.25%
_ B2B	UPRODUCE 8INSTANCE	5,000	4,988	0.24%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ COREADV	FF C ADV PREPR MOD	4,000	3,990	0.25%
_ COREAUTOP	FF C ADV AUTO MOD	9,000	8,978	0.24%
_ COREBAKUP	FF C BACKUP	1,500	1,496	0.27%
_ COREOPTMG	FF CORE OUTPUT MGR	9,000	8,978	0.24%
_ D3B	XMPIE XMEDIA ADDON	30,000	29,925	0.25%
_ FFCONNECT	FF CONNECT	0	0	0.00%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
TRANSMED	XMPIE TRANSMEDIA	43,000	42,893	0.25%
_ B0B	UPRODUCE INDESIGN	40,000	39,900	0.25%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%

_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ B9A	PE ANALYTICS PREM	25,000	24,938	0.25%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
_ WHX	USTORE	30,000	30,000	0.00%
_ WKX	UCREATE XM PLUG-IN	3,000	2,993	0.23%
TRNSMEDP	TRANSMEDIA PRO	79,000	78,803	0.25%
_ B2B	UPRODUCE 8INSTANCE	5,000	4,988	0.24%
_ B3B	UPRODUCE API	15,000	14,963	0.25%
_ B4B	USTORE API	15,000	14,963	0.25%
_ B7A	UIMAGE PHOTO	11,000	10,973	0.25%
_ B8A	UCREATE DSN PLUGIN	1,000	998	0.20%
_ B9A	PE ANALYTICS PREM	25,000	24,938	0.25%
_ UCHARTSVR	UCHART SERVER	8,000	7,980	0.25%
_ V8X	UPRODUCE CONT LIC	2,000	2,000	0.00%
_ WBW	UCHART DESKTOP	2,000	1,995	0.25%
_ WBY	UCREATE PRT PLUGIN	4,000	3,990	0.25%
_ WEA	UIMAGE DESKTOP	4,000	3,990	0.25%
_ WFA	UPLAN	11,500	11,471	0.25%
_ WHX	USTORE	30,000	30,000	0.00%
_ WKX	UCREATE XM PLUG-IN	3,000	2,993	0.23%
UDIRECTS	XMPIE UDIR STUDIO	6,500	6,500	0.00%
UDIRECT1	XMPIE UDIRECT CLAS	4,500	4,500	0.00%
_ UCHART	UCHART DESKTOP	2,000	1,995	0.25%
_ UIMAGE	UIMAGE DESKTOP	4,000	3,990	0.25%
V180B	V180 PRESS	59,900	25,037	58.20%
V180EFI	EX-I 180 EFI	8,990	8,810	2.00%
V180EXB1	EX 180 EFI	25,000	16,748	33.01%
V180EXP1	EX 180P EFI	35,000	27,027	22.78%
V180P	V180 PERFORM PRESS	85,900	41,244	51.99%
_ V31BOOK	PR BOOKLET MAKER	11,800	8,295	29.70%
_ V31FIN	PR STD FINISHER	6,550	5,198	20.64%
_ V31FINP	PR STD FINISHER +	12,000	10,500	12.50%
_ V31HCS	HI CAP STACKERR	13,000	12,338	5.09%
_ V80BRBOOK	BR BOOKLET MAKER	4,995	3,990	20.12%
_ V80BRFIN	BR FINISHER	2,995	2,310	22.87%
_ V80OCT	OFFSET CATCH TRAY	300	300	0.00%
_ CACNABLE	CAC ENABLEMENT KIT	199	199	0.00%
_ CONVSTPL	CONVENIENCE STPLR	299	299	0.00%
_ DBLPUNUP	DBL PUN UPGRADE	250	250	0.00%
_ ENVELKIT	ENVELOPE SUP KIT	250	250	0.00%
_ ENVELKIT2	ENVELOPE SUP KIT	250	250	0.00%

_ FIDEVICE2	FOREIGN INTERFACE	150	150	0.00%
_ GBCADVPUN	GBC ADV PUNCH PRO	13,900	10,290	25.97%
_ HCSUIKIT	HCS UI FIXED ANGLE	0	0	0.00%
_ INTRFMOD	IDM INF DCURL MOD	2,000	2,000	0.00%
_ NBV	HCS DOLLY CART	995	995	0.00%
_ NETACCTNG	NETWORK ACCOUNTING	150	150	0.00%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ PRTRIM	CREASE/2 SIDE TRIM	30,000	23,625	21.25%
_ QPSIGN	QCK PRT COLOR SIGN	500	500	0.00%
_ REMOPTOUT	REM SVC OPT OUT	0	0	0.00%
_ TRIMBUFR	TRIM/BUFR MODULE	30,000	23,625	21.25%
_ USBENABL2	USB ENABLEMENT KIT	299	299	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VCZFOLD	CZ FOLD	5700	5,700	0.00%
_ VIGROUPA	FF VI COMPOSE	5,000	2,625	47.50%
_ VINTERPSR	INTERPOSER MOD	2,000	2,000	0.00%
_ VPUNCH	PR 2/3 PUNCH	600	600	0.00%
_ VSQFLDTRM	SQ FOLD TRIMMER	15,000	11,025	26.50%
_ V31AHCF2	ADV HCF 2 TRAY	9,995	8,920	10.76%
_ V31BOOK2	PR BOOKLET MAKER	11,800	8,295	29.70%
_ V31FINP2	PR STD FINISHER +	12,000	10,500	12.50%
_ V31FIN2	PR STD FINISHER	6,550	5,198	20.64%
_ V31HCS2	HI CAP STACKER	13,000	12,338	5.09%
_ V80HCF	V80 HCF	2,000	2,000	0.00%
_ V80OHCF	V80 1 TRAY O/S HCF	5,995	5,245	12.51%
_ V802OHCF	V80 ADV HCF	9,995	8,920	10.76%
_ XLSSUPPRT	XLS SUPPORT KIT	570	570	0.00%
_ EXIMPOSE	EFI IMPOSE	2,550	2,550	0.00%
_ HUB5PORT	HUB - 5 PORT	495	495	0.00%
_ PROFILE4	COLOR PRFLR 4.0/ES	2,200	2,200	0.00%
_ XSISED5K	IOT ONLY ED IN KT	1,500	1,500	0.00%
_ XSISRH5K	IOT ONLY RHD IN KT	3,000	3,000	0.00%
_ EXCOMPOSE	EFI COMPOSE	1,500	1,500	0.00%
_ EXFACI2	FACI FURNITURE	4,000	4,000	0.00%
_ EXHDD	HDD SECURITY 1 BAY	995	995	0.00%
_ GAPREM	GA PREMIUM EDITION	6,200	6,200	0.00%
V3100	VERSANT 3100 PRESS	200,000	100,716	49.64%
V3100EXP1	EX-P 3100 EFI	65,000	60,638	6.71%
V3100EX1	EX 3100 EFI	50,000	38,588	22.82%
_ V31BOOK	PR BOOKLET MAKER	11,800	8,295	29.70%
_ V31FIN	PR STD FINISHER	6,550	5,198	20.64%
_ V31FINP	PR STD FINISHER +	12,000	10,500	12.50%
_ V31HCS	HI CAP STACKERR	13,000	12,338	5.09%
_ DBLPUNUP	DBL PUN UPGRADE	250	250	0.00%
_ ENVELKIT	ENVELOPE SUP KIT	250	250	0.00%
_ ENVELKIT2	ENVELOPE SUP KIT	250	250	0.00%
_ GBCADVPUN	GBC ADV PUNCH PRO	13,900	10,290	25.97%

_ HCSUIKIT	HCS UI FIXED ANGLE	0	0	0.00%
_ NBV	HCS DOLLY CART	995	995	0.00%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ PRTRIM	CREASE/2 SIDE TRIM	30,000	23,625	21.25%
_ QPSIGN	QCK PRT COLOR SIGN	500	500	0.00%
_ REMOPTOUT	REM SVC OPT OUT	0	0	0.00%
_ TRIMBUFR	TRIM/BUFR MODULE	30,000	23,625	21.25%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VCZFOLD	CZ FOLD MODULE	5,700	4,305	24.47%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_ VINTERPSR	INTERPOSER MOD	2,000	2,000	0.00%
_ VPUNCH	PR 2/3 PUNCH	600	600	0.00%
_ VSQFLDTRM	SQ FOLD TRIMMER	15,000	11,025	26.50%
_ V31AHCF2	ADV HCF 2 TRAY	9,995	8,920	10.76%
_ V31BOOK2	PR BOOKLET MAKER	11,800	8,295	29.70%
_ V31FINP2	PR STD FINISHER +	12,000	10,500	12.50%
_ V31FIN2	PR STD FINISHER	6,550	5,198	20.64%
_ V31HCS2	HI CAP STACKER	13,000	12,338	5.09%
_ XLSSUPRT	XLS SUPPORT KIT	570	570	0.00%
_ EXSWAPHD1	SWAP HDD KIT 500GB	4,000	4,000	0.00%
_ EX3BAYHD	3 BAY ENCLOSURE	3,000	3,000	0.00%
_ EXHDD	HDD SECURITY 1 BAY	995	995	0.00%
_ GAPREM	GA PREMIUM EDITION	6,200	6,200	0.00%
XC1000I	XC1000I PRESS	320,000	145,425	54.55%
_ XC10BOOKI	BOOKLET MAKER FNSH	11,800	8,295	29.70%
_ XC10FINI	STD FINISHER	6,550	5,198	20.64%
_ XC10FINPI	STD FINISHER PLUS	12,000	10,500	12.50%
_ XC10HCSI	HIGH CAP STACKER	13,000	12,338	5.09%
_ XC10OCT	OFFSET CATCH TRAY	300	300	0.00%
_ GBCAPP1	GBC ADV PUNCH PRO	14,600	11,130	23.77%
_ NBV	HCS DOLLY CART	995	995	0.00%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ SDICLEAR	CLEAR SDI STRT KIT	750	750	0.00%
_ SDIGOLD	GOLD SDI STRTR KIT	750	750	0.00%
_ SDISILVER	SILVER SDI STR KIT	750	750	0.00%
_ VIGROUPB	FF VI COMPOSE	10,000	5,250	47.50%
_ XCCZFOLD	C/Z FOLDR FOR STD	5,700	4,305	24.47%
_ XCSQFOLD	SQUARE FOLD TRIMMR	15,000	11,025	26.50%
_ XC10BOK2I	BOOKLET MAKER FNSH	11,800	8,295	29.70%
_ XC10FIN2I	STD FINISHER	6,550	5,198	20.64%
_ XC10FNP2I	STD FINISHER PLUS	12,000	10,500	12.50%
_ XC10GBC	GBC PUNCH	12,400	8,925	28.02%
_ XC10HCS2I	HIGH CAP STACKER	13,000	12,338	5.09%
_ XC10INTER	INTERFACE MODULE	2,000	2,000	0.00%
_ XC10OHCF2	2 TRAY OHCF	9,995	8,920	10.76%
_ XC10PBIND	PERFECT BINDER	40,000	31,500	21.25%
_ XPL	REMOTE SVC DISCONN	0	0	0.00%

_ 2KNIFETRM	2-KNIFE TRIMMER	38,000	1,050	97.24%
_ 5COLKIT1	5TH CLR HOUSING KT	19,250	14,963	22.27%
_ 5COLKIT2	5TH CCU FOR COLOR2	14,000	11,550	17.50%
_ 5COLKIT3	5TH CCU FOR COLOR3	10,000	7,875	21.25%
XC60	XC C60 PRINTER	34,700	19,919	42.60%
XC60G	XC C60 PRINTER	34,700	19,919	42.60%
_ C70BRBOOK	BR BOOKLET MAKER	4,995	3,990	20.12%
_ C70BRFIN	BR FINISHER	2,995	2,310	22.87%
_ C70OCT	OFFSET CATCH TRAY	400	400	0.00%
_ BIANCODIG	BIANCO DIGITALE SW	1,600	1,297	18.94%
_ BRCZFOLD	BR CZ FOLDER	5,700	3,990	30.00%
_ B2W	LETTER SIZE HCF	2,000	2,000	0.00%
_ CACNABLE	CAC ENABLEMENT KIT	199	199	0.00%
_ C70FAX	1 LINE FAX	999	999	0.00%
_ C70FAXSRV	SVR FAX KIT OPTION	990	990	0.00%
_ C70FAXVOI	VOIP FAX OPTION	895	895	0.00%
_ C70OHCF	SINGLE TRAY OHCF	5,995	5,245	12.51%
_ FIDEVICE2	FOREIGN INTERFACE	150	150	0.00%
_ MUA	D3 C/Z FOLDER	5,700	4,305	24.47%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ PS4OFCSRVR	PSFORINTEGRATDCSRV	595	595	0.00%
_ QPSIGN	QCK PRT COLOR SIGN	500	500	0.00%
_ SA-MAGSTR	SECURE ACC W/MAGST	795	795	0.00%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ USBHUBKIT	USB HUB KIT	150	150	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VIGROUPD	FF VI COMPOSE	5,000	2,625	47.50%
_ VIVIDHW	VIVID TONER KIT	11,000	9,235	16.05%
_ X56STAPLR	XC550/560 CONV STP	300	300	0.00%
_ X70GBC	X700 GBC PUNCH	12,400	8,925	28.02%
_ X70SQFOLD	X700 SQ FLD TRIMMR	15,000	11,025	26.50%
XC70	XC C70 PRINTER	39,200	22,229	43.29%
XC70G	XC C70 PRINTER	39,200	22,229	43.29%
_ C70BRBOOK	BR BOOKLET MAKER	4,995	3,990	20.12%
_ C70BRFIN	BR FINISHER	2,995	2,310	22.87%
_ C70OCT	OFFSET CATCH TRAY	400	400	0.00%
_ BIANCODIG	BIANCO DIGITALE SW	1,600	1,297	18.94%
_ BRCZFOLD	BR CZ FOLDER	5,700	3,990	30.00%
_ B2W	LETTER SIZE HCF	2,000	2,000	0.00%
_ CACNABLE	CAC ENABLEMENT KIT	199	199	0.00%
_ C70FAX	1 LINE FAX	999	999	0.00%
_ C70FAXSRV	SVR FAX KIT OPTION	990	990	0.00%
_ C70FAXVOI	VOIP FAX OPTION	895	895	0.00%
_ C70OHCF	SINGLE TRAY OHCF	5,995	5,245	12.51%

_ FIDEVICE2	FOREIGN INTERFACE	150	150	0.00%
_ MUA	D3 C/Z FOLDER	5,700	4,305	24.47%
_ NWT	FF VI DESIGN PRO	3,495	3,495	0.00%
_ PS4OFCSRVR	PSFORINTEGRATDCSRV	595	595	0.00%
_ QPSIGN	QCK PRT COLOR SIGN	500	500	0.00%
_ SA-MAGSTR	SECURE ACC W/MAGST	795	795	0.00%
_ SCNPRO25	SCAN-PC DTOP-SE-25	4,999	3,989	20.20%
_ SCN2SE25	SCAN-PC DTOP SE-25	1,195	887	25.77%
_ USBHUBKIT	USB HUB KIT	150	150	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VIGROUPD	FF VI COMPOSE	5,000	2,625	47.50%
_ VIVIDHW	VIVID TONER KIT	11,000	9,235	16.05%
_ X56STAPLR	XC550/560 CONV STP	300	300	0.00%
_ X70GBC	X700 GBC PUNCH	12,400	8,925	28.02%
_ X70SQFOLD	X700 SQ FLD TRIMMR	15,000	11,025	26.50%
XSISMAEPC	MATCH ASSURE EPC	6,000	6,000	0.00%
	12 MONTH(S) WARRANTY			0.00%
XSISMATCH	MATCH ASSURE HV	9,900	9,900	0.00%
	12 MONTH(S) WARRANTY			0.00%
_ MATCHUP	MATCH ASSURE UPG	3,900	3,900	0.00%
PRINTING SYSTEMS				
AS2SCLR	AS 2S COLOR DFE	111,200	99,855	10.20%
AS2SMONO	AS 2S MONO DFE	102,300	90,510	11.52%
_ 25CABLE2	25M CABLE 2PH	1,835	1,835	0.00%
_ 50CABLE2	50M CABLE-2PH	1,935	1,935	0.00%
_ AS2CAFPI	2S AFP/IPDS 24-00	34,100	34,100	0.00%
_ AS2SCIPDS	AS 2S IPDS 24-00	24,700	24,700	0.00%
_ AS2SCPS	AS 2S PS 24-00 LIC	8,900	8,900	0.00%
_ INKESTOOL	INK EST TOOL	12,000	12,000	0.00%
_ AS2SMAFPI	AS 2S AFP/IPDS 11	25,700	25,700	0.00%
_ AS2SMIPDS	AS 2S IPDS 11-11 L	13,800	13,800	0.00%
_ AS2SMPS	AS 2S PS 11-11 LIC	9,900	9,900	0.00%
AS3SCLR	AS 3S COLOR DFE	173,200	154,245	10.94%
_ 25CABLE4	25M CABLE 4PH	3,285	3,285	0.00%
_ 50CABLE4	50M CABLE-4PH	3,485	3,485	0.00%
_ 50CBLTED2	TED 50M CABLE 2PH	2,745	2,745	0.00%
_ ASBLADE	SING BLADE HW UPG	26,000	26,000	0.00%
_ AS3SCAFPI	3S AFP/IPDS 24-24	53,400	53,400	0.00%
_ AS3SCIPDS	AS 3S IPDS 24-24	37,500	37,500	0.00%
_ AS3SCPS	AS 3S PS 24-24 LIC	13,800	13,800	0.00%
_ INKESTOOL	INK EST TOOL	12,000	12,000	0.00%
CFFPROPUB	FF VI DESIGNEXPRES	2,500	1,313	47.48%
FFPROPUB	FF VI DESIGNEXPRES	2,500	1,313	47.48%
IFFPROPUB	FF VI DESIGNEXPRES	2,500	1,313	47.48%

IPRSD125	IPRINT REF 125 SED	1,175,000	843,465	28.22%
IPRSD75	IPRINT REF 75 SED	1,175,000	843,465	28.22%
IPRSS125	IPRINT REF 125 SES	1,100,000	788,340	28.33%
IPRSS75	IPRINT REF 75 SES	1,100,000	788,340	28.33%
_ DYECCMYK	DYE INK - SE CMYK	0	0	0.00%
_ EXTRAHEAD	EXTRA PRINT HEAD	150,000	88,935	40.71%
_ EXTRHDDYE	EX PR HD DYE	120,000	88,935	25.89%
_ EXTRHDHD2	EX PR HD HD2	120,000	88,935	25.89%
_ HDCMYK	HD INK KIT-CMYK	0	0	0.00%
_ HD2CMYK	HD2 INK-FULL CLR	0	0	0.00%
_ NOEXTRAHD	NO XTRA PR HD REQD	0	0	0.00%
_ PRHDINCL	PR HD INCL IN FSMA	0	0	0.00%
_ PRHDOUT	PR HD NOT IN FSMA	0	0	0.00%
_ AXODECABL	AXODE CABLE	265	265	0.00%
_ BETHEREKT	BEING THERE KIT	825	825	0.00%
_ B2P	PRNT HEAD ASSEMBLY	150,000	88,935	40.71%
_ CLRMGKIT	COLOR MGMT KIT	15,000	11,655	22.30%
_ F3B	DRYER EXP KIT	15,000	10,920	27.20%
_ HQUALKIT	HIGH QUALITY KIT	75,000	52,500	30.00%
_ INTRLKOV	INTRLK OVRD LIC	0	0	0.00%
_ IPCABNTX2	PARTS CABINET (4)	1,400	1,400	0.00%
_ LHFLSHSTD	LINEHD FLUSH STAND	25,000	21,210	15.16%
_ PINFEED	PIN FEED OPTION	3,500	2,625	25.00%
_ X4Y	PR HD DYE ASMBLY	120,000	88,935	25.89%
_ Y5B	PR HD HD2 ASMBLY	120,000	88,935	25.89%
_ 40KHZLIC	40 KHZ LICENSE	39,000	39,000	0.00%
_ HSPEEDKIT	HIGH SPEED KIT	75,000	52,500	30.00%
_ HD2CMY1K	HD2 INK-CMY/HD K	0	0	0.00%
_ MAINTKIT4	STARTUP 4HD MAINT	0	0	0.00%
_ NOMAINTKT	NO MAINT KIT REQD	0	0	0.00%
_ FFPSKIT	FF INTERFACE KIT	0	0	0.00%
_ TURNBARK	TURNBAR KIT	50,000	38,047	23.91%
IPR2SD125	IPRINT REF 125 TED	1,225,000	887,565	27.55%
IPR2SD75	IPRINT REF 75 TED	1,225,000	887,565	27.55%
IPR2SS125	IPRINT REF 125 TED	1,150,000	832,440	27.61%
IPR2SS75	IPRINT REF 75 TED	1,150,000	832,440	27.61%
_ DYECCMYK	DYE INK - SE CMYK	0	0	0.00%
_ HDCMYK	HD INK KIT-CMYK	0	0	0.00%
_ HD2CMYK	HD2 INK-FULL CLR	0	0	0.00%
_ PRHDINCL	PR HD INCL IN FSMA	0	0	0.00%
_ PRHDOUT	PR HD NOT IN FSMA	0	0	0.00%
_ B2P	PRNT HEAD ASSEMBLY	150,000	88,935	40.71%
_ DUALSIMP	DUAL SIMPLEX KIT	15,000	11,592	22.72%
_ F3B	DRYER EXP KIT	15,000	10,920	27.20%
_ INTRLKOV	INTRLK OVRD LIC	0	0	0.00%
_ PINFEED	PIN FEED OPTION	3,500	2,625	25.00%
_ WEBCLEANR	WEB CLEANER	29,500	22,638	23.26%

_ X4Y	PR HD DYE ASMBLY	120,000	88,935	25.89%
_ Y5B	PR HD HD2 ASMBLY	120,000	88,935	25.89%
_ 180DEGKIT	180 DEGREE KIT	77,500	58,643	24.33%
_ 90DEGKIT	90 DEGREE KIT	17,500	13,503	22.84%
_ HD2CMY1K	HD2 INK-CMY/HD K	0	0	0.00%
MONO2COLR	TRVHD UPG CLR 2424	454,000	340,200	25.07%
_ CLRMGTKIT	COLOR MGMT KIT	15,000	11,655	22.30%
RCNTRL	PDF CONTROLLER	7,500	6,300	16.00%
RCNTRL2	IPDS CONTROLLER	60,000	51,450	14.25%
RLTODPERF	RLTO DYNAMIC PERF	120,000	105,000	12.50%
RLTOPERF2	RLTO DUAL DYN PERF	175,000	152,250	13.00%
RLTO900	RIALTO 900	825,000	788,865	4.38%
_ UNDER2KIT	LT 2 PERF ENBL KT"	7,000	5,775	17.50%
_ 2DREADER	2D BAR CODE READER	14,000	11,550	17.50%
_ 3PLUSVKIT	ENBL KIT FOR HLDR	3,200	2,835	11.41%
_ 4RA	VERT DYN PERF HLDR	9,500	7,875	17.11%
_ UNDR2KIT2	LT 2 PERF ENBL KT"	14,000	11,550	17.50%
_ RLTOCABT	CABINET	590	590	0.00%
_ RLTOCUT	CUTTER	44,000	35,595	19.10%
_ RLTOSTACK	STACKER	50,000	36,225	27.55%
_ 3MANDR2L	3 MANDREL"	2,200	1,785	18.86%
_ 70MANDR2L	70MM MANDREL	2,300	1,890	17.83%
_ BUFFERKIT	BUFFER KIT W/BIN	5,000	5,000	0.00%
_ CART3PLTE	CART PLATE	200	163	18.50%
_ CART4PLTE	CART PLATE	200	163	18.50%
_ CLRMGTKIT	COLOR MGMT KIT	15,000	11,655	22.30%
_ EXTRABIN	EXTRA WASTE BIN	500	500	0.00%
_ RLTCLRMGT	COLOR MGMT KIT	15,000	11,655	22.30%
_ RLTOSTAK2	SECOND STACKER	60,000	50,411	15.98%
_ WEBCART2	2ND WEB CART	2,500	1,995	20.20%
_ WEBCART3	3RD WEB CART	2,500	1,995	20.20%
_ XAU	CART FOR DS3500	995	995	0.00%
_ 3MANDR2L2	2ND 3 MANDREL"	2,200	1,785	18.86%
_ 3MANDR2L3	3RD 3 MANDREL"	2,200	1,785	18.86%
TRVHD1111	TRVHD MONO 1111	975,000	680,295	30.23%
TRVHD2400	TRVHD COLOR 2400	975,000	680,295	30.23%
TRVHD2424	TRVHD COLOR 2424	1,475,000	992,250	32.73%
_ HDINKK	HD INK - TE K	0	0	0.00%
_ HD2INKK	HD2 INK-BLACK	0	0	0.00%
_ NOEXTRAHD	NO XTRA PR HD REQD	0	0	0.00%
_ PRHDINCL	PR HD INCL IN FSMA	0	0	0.00%
_ PRHDOUT	PR HD NOT IN FSMA	0	0	0.00%
_ SLACK60	SLACK WEB CLNR	34,000	32,482	4.46%
_ TIGHT60	TIGHT WEB	34,000	32,482	4.46%
_ XTRASCHD2	EXTRA SGL CLR HD2	130,000	88,935	31.59%
_ BETHEREKT	BEING THERE KIT	825	825	0.00%
_ CLRMGTKIT	COLOR MGMT KIT	15,000	11,655	22.30%

_ HQUALKIT1	HI QUAL KIT 1 CLR	40,000	26,250	34.38%
_ HSPEEDKT1	HI SPD KIT 1 CLR	40,000	26,250	34.38%
_ IPCABNTX2	PARTS CABINET (4)	1,400	1,400	0.00%
_ LHFLSHSTD	LINEHD FLUSH STAND	25,000	21,210	15.16%
_ VHQKITKK	VHQ MODE K+K	40,000	26,250	34.38%
_ EFIKIT	EFI INTERFACE KIT	0	0	0.00%
_ HD2CMYK	HD2 INK-FULL CLR	0	0	0.00%
_ HD2CMY1K	HD2 INK-CMY/HD K	0	0	0.00%
_ XTRAHDHD2	EXTRA HD2 PR HEAD	130,000	88,935	31.59%
_ CIPCABNT	PARTS CABINET (2)	700	700	0.00%
_ HQUALKIT	HIGH QUALITY KIT	75,000	52,500	30.00%
_ HSPEEDKIT	HIGH SPEED KIT	75,000	52,500	30.00%

OFFICE DOCUMENT SYSTEMS

B400DN	XEROX B400DN	796	715	10.18%
_ CARDMNT	SMART CARD MOUNT	44	41	6.82%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ PHTRAY1	ADDL 550 SHEET TRY	230	209	9.13%
_ PHTRAY2	ADDL 550 SHEET TRY	230	209	9.13%
_ PHTRAY3	ADDL 550 SHEET TRY	230	209	9.13%
_ RFIDKIT	RFID KIT	219	219	0.00%
_ SIPR-RDR5	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR4	SMART CARD READER	158	146	7.59%
_ STNDSTORE	STAND WITH STORAGE	343	314	8.45%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 6RX	PRODUCTIVITY KIT	343	314	8.45%
B405DN	XEROX B405DN	1,001	936	6.49%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ RFIDKIT2	RFID CARD READER	219	219	0.00%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SIPR-RDR2	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR1	SMART CARD READER	158	146	7.59%
_ STNDSTORE	STAND WITH STORAGE	343	314	8.45%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%

_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WCTRAY1	ADDL 550 SHEET TRY	230	209	9.13%
_ WCTRAY2	ADDL 550 SHEET TRY	230	209	9.13%
_ WCTRAY3	ADDL 550 SHEET TRY	230	209	9.13%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 6RX	PRODUCTIVITY KIT	343	314	8.45%
C400DN	XEROX C400DN	682	660	3.23%
_ CARDMNT	SMART CARD MOUNT	44	41	6.82%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ LB1	550 SHEET FEEDER	345	314	8.99%
_ RFIDKIT	RFID KIT	219	219	0.00%
_ SIPR-RDR5	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR4	SMART CARD READER	158	146	7.59%
_ STNDSTORE	STAND WITH STORAGE	343	314	8.45%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 7RX	PRODUCTIVITY KIT	343	314	8.45%
C405DN	XEROX C405DN	1,031	1,031	0.00%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ LB1	550 SHEET FEEDER	345	314	8.99%
_ RFIDKIT2	RFID CARD READER	219	219	0.00%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SIPR-RDR2	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR1	SMART CARD READER	158	146	7.59%
_ STNDSTORE	STAND WITH STORAGE	343	314	8.45%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 7RX	PRODUCTIVITY KIT	343	314	8.45%
C500DN	XEROX C500DN	876	847	3.31%
_ AQQ	STAND	284	261	8.10%
_ CARDMNT	SMART CARD MOUNT	44	41	6.82%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%

_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ PRODUCTKT	PRODUCTIVITY KIT	227	209	7.93%
_ RFIDKIT1	RFID CARD READER	279	230	17.56%
_ RFID70	RFID READER	279	252	9.68%
_ SIPR-RDR5	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR4	SMART CARD READER	158	146	7.59%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 6XC	CASTER BASE	227	209	7.93%
_ 7WA	HICAP FEEDER	739	681	7.85%
_ 8WA	550 SHEET FEEDER	342	314	8.19%
C505S	XEROX C505S	2,413	2,168	10.15%
C505X	XEROX C505X	2,835	2,576	9.14%
_ AQQ	STAND	284	261	8.10%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ PRODUCTKT	PRODUCTIVITY KIT	227	209	7.93%
_ RFID70	RFID READER	279	252	9.68%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SIPR-RDR3	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR2	SMART CARD READER	158	146	7.59%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 6XC	CASTER BASE	227	209	7.93%
_ 7WA	HICAP FEEDER	739	681	7.85%
_ 8WA	550 SHEET FEEDER	342	314	8.19%
C600DN	XEROX C600DN	1,400	1,244	11.14%
_ AQQ	STAND	284	261	8.10%
_ CARDMNT	SMART CARD MOUNT	44	41	6.82%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ PRODUCTKT	PRODUCTIVITY KIT	227	209	7.93%
_ RFIDKIT1	RFID CARD READER	279	230	17.56%
_ SIPR-RDR5	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR4	SMART CARD READER	158	146	7.59%

_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 4XC	FINISHER	568	524	7.75%
_ 5XC	MAILBOX	568	524	7.75%
_ 6XC	CASTER BASE	227	209	7.93%
_ 7WA	HICAP FEEDER	739	681	7.85%
_ 8WA	550 SHEET FEEDER	342	314	8.19%
C605X	XEROX C605X	3,985	3,656	8.26%
C605XL	XEROX C605XL	3,985	3,656	8.26%
_ AQQ	STAND	284	261	8.10%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ FORNINTR	FOREIGN INTERFACE	374	366	2.14%
_ HC-KNO2	HEALTHCARE MFP	579	503	13.13%
_ RFID70	RFID READER	279	252	9.68%
_ SCNPRO5	SCAN-PC DTOP-SE-5	1,189	1,189	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ SIPR-RDR3	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR2	SMART CARD READER	158	146	7.59%
_ UNICODE	INTL PRINTING KIT	299	299	0.00%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
_ 6XC	CASTER BASE	227	209	7.93%
_ 7WA	HICAP FEEDER	739	681	7.85%
_ 8WA	550 SHEET FEEDER	342	314	8.19%
_ 4XC	FINISHER	568	524	7.75%
_ 5XC	MAILBOX	568	524	7.75%
_ SIPR-RDR4	SIPRNET CARD READR	299	261	12.71%
_ SMRT-RDR3	SMART CARD READER	158	146	7.59%
WC6515DN	WORKCENTRE 6515	629	605	3.82%
_ AQQ	STAND	284	261	8.10%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ RFIDKIT	RFID KIT	219	219	0.00%
_ SCN2SE-5	SCAN-PC DTOP SE-5	349	349	0.00%
_ TRAY65	550 SHEET TRAY	228	209	8.33%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%

_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%
6510DN	PHASER 6510	456	440	3.51%
_ AQQ	STAND	284	261	8.10%
_ DRCINST	CARRIER DELIV/INST	150	150	0.00%
_ RFIDKIT	RFID KIT	219	219	0.00%
_ TRAY65	550 SHEET TRAY	228	209	8.33%
_ VALOLVL1	DCC CUSTM CONFIG 1	0	0	0.00%
_ VALOLVL2	DCC CUSTM CONFIG 2	0	0	0.00%
_ VALOLVL3	DCC CUSTM CONFIG 3	0	0	0.00%
_ VALOSTD1	DCC STNDRD CONFIG 1	0	0	0.00%
_ VALOSTD2	DCC STNDRD CONFIG 2	0	0	0.00%
_ WIFIVL	WIRELESS ACCESSORY	56	51	8.93%

Region 4 ESC RFP 19-11													
Rental Price Exhibit 11/1/2019													
This price exhibit represents monthly bundled charge, including the base service amount. It is for example purposes on a sample of equipment at the time of this bid. Not all products are included, because many products have customized plans, depending on the end-user requirements. Only the purchase price exhibit will continually be updated as products are added.													
Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
C405DN	VersaLink C405 Color Multifunction Printer, Print/Copy/Scan/Fax, Letter/Legal, Up to 36ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 50-Sheet DADF (Single-Pass Duplex), 110V, Solutions & Cloud Enabled	36	36	\$73.40	0	0	\$0.0204	\$0.1129	Yes	Yes	Yes	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									
	-MAY Choose One of the Following:												
	SIPR-RDR2 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR1 -Smart Card Reader			\$5.31									
	7RX -Productivity Kit with 320GB HDD			\$11.42									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	LB1 -550-Sheet Feeder Adjustable to A4/Legal			\$11.42									
	RFIDKIT2 -RFID Card Reader for C405			\$8.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	STNDSTORE -Stand with Storage			\$11.42									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C505S	VersaLink C505 Color Multifunction Printer, Print/Copy/Scan Letter/Legal, Up to 45ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 Bypass Tray, 100-Sheet DSPF, 110V, EIP, Metered	45	36	\$102.09	0	0	\$0.0193	\$0.1129	Yes	Yes	Yes	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									
	-MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR2 -Smart Card Reader			\$5.31									
	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	PRODUCTKT -Productivity Kit 250 Gb			\$7.61									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C505X	VersaLink C505 Color Multifunction Printer, Print/Copy/Scan/Fax Letter/Legal, Up to 45ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 Bypass Tray, 100-Sheet DSPF, 110V, EIP, Metered	45	36	\$115.51	0	0	\$0.0193	\$0.1129	Yes	Yes	Yes	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									
	-MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR2 -Smart Card Reader			\$5.31									
	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C605X	VersaLink C605 Color Multifunction Printer, 55 ppm, with Duplexing, Scan, Copy, Print,Fax, with 250 GB Hard Disk Drive, Metered	55	36	\$149.07	0	0	\$0.0170	\$0.1015	Yes	Yes	Yes	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	-MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR2 -Smart Card Reader			\$5.31									

	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C605XL	VersaLink C605 Color Multifunction Printer, 55 ppm, with Duplexing, Scan, Copy, Print,Fax, long neck, Finisher or Mailbox Capable, with 250 GB Hard Disk Drive, Metered	55	36	\$149.07	0	0	\$0.0176	\$0.1021	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	MUST Choose One of the Following												
	4XC -Finisher			\$19.08									
	5XC -Mailbox			\$19.08									

	-MAY Choose One of the Following:												
	SIPR-RDR4 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR3 -Smart Card Reader			\$5.31									

	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B7025D2	VersaLink B7025 Multifunction Printer with 110 sheet DADF, Desktop, Duplex, 1-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 25 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	25	36	\$123.69	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	PSCRIPT3 -PostScript 3 Kit			\$12.38									

	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray			\$3.82									
	INTFIN -Integrated Office Finisher			\$20.64									

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIPFAX -Fax Over IP			\$24.62									

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

	ADDTRAY -Single Tray Module			\$11.47									
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HDD70 -Optional Hard Disk Drive			\$15.29									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98								
	UNICODE -Xerox International Print Kit			\$7.30								
	WIFIVL -Wireless Accessory			\$1.88								
B7025S2	VersaLink B7025 Multifunction Printer with 110 Sheet DADF, Stand, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 25 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	25	36	\$159.12	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:											
	NO-PS3 -No PostScript Needed			\$0.00								
	PSCRIPT3 -PostScript 3 Kit			\$12.38								

	MAY Choose One of the Following:											
	INTFIN -Integrated Office Finisher			\$20.64								
	OFFINLX -Office Finisher LX with Filler			\$25.34								

	MAY Choose One of the Following:											
	FAX-1LIN -Embedded 1-Line Fax			\$16.47								
	FAX-3LIN -Embedded 3-Line Fax			\$34.36								
	FOIPFAX -Fax Over IP			\$24.62								

	-MAY Choose One of the Following:											
	CARDRDR -Common Access Card Card Reader			\$2.26								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52								

	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27								
	ENVELTRAY -Envelope Feeder Tray			\$8.21								
	FIDKIT -Foreign Interface Kit			\$8.60								
	FINLX-3HP -2/3-Hole Punch			\$6.12								
	FINLX-BM -Booklet Maker Unit			\$19.53								
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57								
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25								
	RFID70 -Integrated Programmable RFID Reader			\$11.37								
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98								
	UNICODE -Xerox International Print Kit			\$7.30								
	WIFIVL -Wireless Accessory			\$1.88								
B7025H2	VersaLink B7025 Multifunction Printer with 110 Sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to E-mail, Security (Disk Encryption and Image Overwrite), 25 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	25	36	\$178.53	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:											
	NO-PS3 -No PostScript Needed			\$0.00								
	PSCRIPT3 -PostScript 3 Kit			\$12.38								

	MAY Choose One of the Following:											
	INTFIN -Integrated Office Finisher			\$20.64								
	OFFINLX -Office Finisher LX with Filler			\$25.34								

	MAY Choose One of the Following:											
	FAX-1LIN -Embedded 1-Line Fax			\$16.47								
	FAX-3LIN -Embedded 3-Line Fax			\$34.36								
	FOIPFAX -Fax Over IP			\$24.62								

	-MAY Choose One of the Following:											
	CARDRDR -Common Access Card Card Reader			\$2.26								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52								

	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27								
	ENVELTRAY -Envelope Feeder Tray			\$8.21								
	FIDKIT -Foreign Interface Kit			\$8.60								
	FINLX-3HP -2/3-Hole Punch			\$6.12								
	FINLX-BM -Booklet Maker Unit			\$19.53								
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57								
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25								
	RFID70 -Integrated Programmable RFID Reader			\$11.37								
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17								

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B7030D2	VersaLink B7030 Multifunction Printer with 110 sheet DADF, Desktop, Duplex, 1-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 30 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	36	\$134.51	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	PSCRIPT3 -PostScript 3 Kit			\$12.38									

	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray			\$3.82									
	INTFIN -Integrated Office Finisher			\$20.64									

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIPFAX -Fax Over IP			\$24.62									

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

	ADDTRAY -Single Tray Module			\$11.47									
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HDD70 -Optional Hard Disk Drive			\$15.29									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B7030S2	VersaLink B7030 Multifunction Printer with 110 Sheet DADF, Stand, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 30 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	36	\$166.80	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	PSCRIPT3 -PostScript 3 Kit			\$12.38									

	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher			\$20.64									
	OFFINLX -Office Finisher LX with Filler			\$25.34									

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIPFAX -Fax Over IP			\$24.62									

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B7030H2	VersaLink B7030 Multifunction Printer with 110 Sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to E-mail, Security (Disk Encryption and Image Overwrite), 30 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	36	\$183.77	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	PSCRIPT3 -PostScript 3 Kit			\$12.38									
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher			\$20.64									
	OFFINLX -Office Finisher LX with Filler			\$25.34									
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIPFAX -Fax Over IP			\$24.62									
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B7035D2	VersaLink B7035 Multifunction Printer with 110 sheet DADF, Desktop, Duplex, 1-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 35 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	35	36	\$157.97	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	PSCRIPT3 -PostScript 3 Kit			\$12.38									
	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray			\$3.82									
	INTFIN -Integrated Office Finisher			\$20.64									
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIPFAX -Fax Over IP			\$24.62									
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	ADDTLAY -Single Tray Module			\$11.47									
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HDD70 -Optional Hard Disk Drive			\$15.29									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B7035S2	VersaLink B7035 Multifunction Printer with 110 Sheet DADF, Stand, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 35 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.. MUST Choose One of the Following: NO-PS3 -No PostScript Needed PSCRIPT3 -PostScript 3 Kit ----- MAY Choose One of the Following: INTFIN -Integrated Office Finisher OFFINLX -Office Finisher LX with Filler ----- MAY Choose One of the Following: FAX-1LIN -Embedded 1-Line Fax FAX-3LIN -Embedded 3-Line Fax FOIPFAX -Fax Over IP ----- -MAY Choose One of the Following:	35	36	\$188.97	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes	
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B7035H2	VersaLink B7035 Multifunction Printer with 110 Sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 35 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.. MUST Choose One of the Following: NO-PS3 -No PostScript Needed PSCRIPT3 -PostScript 3 Kit ----- MAY Choose One of the Following: INTFIN -Integrated Office Finisher OFFINLX -Office Finisher LX with Filler ----- MAY Choose One of the Following: FAX-1LIN -Embedded 1-Line Fax FAX-3LIN -Embedded 3-Line Fax FOIPFAX -Fax Over IP ----- -MAY Choose One of the Following:	35	36	\$205.94	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes	
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B605S	VersaLink B605 B/W Multifunction Printer, Print/Copy/Scan Letter/Legal, Up to 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB Hard Disk Drive, 110V, EIP	58	36	\$95.69	0	0	\$0.0124	N/A	Yes	Yes	Yes	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	-MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR2 -Smart Card Reader			\$5.31									

	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B605SL	VersaLink B605 B/W Multifunction Printer, Print/Copy/Scan Letter/Legal, Up to 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB Hard Disk Drive, Fin and MB capable, 110V, EIP	58	36	\$95.69	0	0	\$0.0130	N/A	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	MUST Choose One of the Following												
	4XC -Finisher			\$19.08									
	5XC -Mailbox			\$19.08									

	-MAY Choose One of the Following:												
	SIPR-RDR4 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR3 -Smart Card Reader			\$5.31									

	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B605X	VersaLink B605 B/W Multifunction Printer, Print/Copy/Scan/Fax Letter/Legal, Up to 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB HARD DISK DRIVE, 110V, EIP	58	36	\$110.21	0	0	\$0.0124	N/A	Yes	Yes	Yes	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	-MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR2 -Smart Card Reader			\$5.31									

	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B605XL	VersaLink B605 B/W Multifunction Printer, Print/Copy/Scan/Fax Letter/Legal, Up to 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB HARD DISK DRIVE, 110V, Fin and MB capable, EIP	58	36	\$110.21	0	0	\$0.0130	N/A	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	MUST Choose One of the Following												
	4XC -Finisher			\$19.08									
	5XC -Mailbox			\$19.08									

	-MAY Choose One of the Following:												
	SIPR-RDR4 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR3 -Smart Card Reader			\$5.31									

	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	PRODUCTKT -Productivity Kit 250 Gb			\$7.61									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B615XL	VersaLink B615 B/W Multifunction Printer, Print/Copy/Scan/Fax Letter/Legal, Up to 65ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB HARD DISK DRIVE, 110V, Fin and MB capable, EIP	65	36	\$140.86	0	0	\$0.0119	N/A	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	MUST Choose One of the Following												
	4XC -Finisher			\$19.08									
	5XC -Mailbox			\$19.08									

	-MAY Choose One of the Following:												
	SIPR-RDR4 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR3 -Smart Card Reader			\$5.31									

	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B8045H2	AltaLink B8045 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	45	36	\$229.05	0	0	\$0.0085	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	OCT-B80 -Offset Catch Tray			\$3.06									
	OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport			\$19.57									
	OFCBM-B80 -Ofc Fin w Booklet Maker 50 Pg Stplr			\$61.92									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTDR -CAC Reader and Enablement Kit			\$8.85									

	2HPLGL -2 Hole Punch Kit			\$4.40									
	3HOLEPCH -3-Hole Punch			\$4.40									
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf			\$8.60									
	ENVKIT2 -Envelope Tray 50 Capacity			\$4.85									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HICAPFDR -3300 Sheet High Capacity Feeder			\$24.31									
	MCAFEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-B80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WC59FI -Foreign Interface Device			\$4.28									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
B8055H2	AltaLink B8055 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	55	36	\$302.13	0	0	\$0.0062	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	OCT-B80 -Offset Catch Tray			\$3.06									
	OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport			\$19.57									
	OFCBM-B80 -Ofc Fin w Booklet Maker 50 Pg Stplr			\$61.92									

	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTDR -CAC Reader and Enablement Kit			\$8.85									

	2HPLGL -2 Hole Punch Kit			\$4.40									
	3HOLEPCH -3-Hole Punch			\$4.40									
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf			\$8.60									
	ENVKIT2 -Envelope Tray 50 Capacity			\$4.85									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HICAPFDR -3300 Sheet High Capacity Feeder			\$24.31									
	MCAFEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-B80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WC59FI -Foreign Interface Device			\$4.28									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
B8065H2	AltaLink B8065 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	65	36	\$360.34	0	0	\$0.0062	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	HVFIN -HiVol Fin and Multi Position Stapler			\$52.55									
	HVFIN-BM -Hi Vol Fin w Saddle Stitch V-Fold			\$95.63									
	OCT-B80 -Offset Catch Tray			\$3.06									
	OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport			\$19.57									
	OFCBM-B80 -Ofc Fin w Booklet Maker 50 Pg Stplr			\$61.92									
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTDR -CAC Reader and Enablement Kit			\$8.85									
	2HPLGL -2 Hole Punch Kit			\$4.40									
	3HOLEPCH -3-Hole Punch			\$4.40									
	3HP-HVF -3-Hole Punch Kit for HVFIN/HVFIN-BM			\$9.55									
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf			\$8.60									
	ENVKIT2 -Envelope Tray 50 Capacity			\$4.85									
	HCF-SEF -11x17 Short Edge Feed for 3300 Sheet HCF			\$24.46									
	HCF-SEL -8.5x14 Short Edge Feed for 3300 Sheet HCF			\$24.46									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HICAPFDR -3300 Sheet High Capacity Feeder			\$24.31									
	INSRTHVF1 -Post-Process Inserter for HVF/HVF-BM			\$36.69									
	MCAFEEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-B80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WC59FI -Foreign Interface Device			\$4.28									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
B8075H2	AltaLink B8075 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	75	36	\$413.07	0	0	\$0.0054	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	HVFIN -HiVol Fin and Multi Position Stapler			\$52.55									
	HVFIN-BM -Hi Vol Fin w Saddle Stitch V-Fold			\$95.63									
	OCT-B80 -Offset Catch Tray			\$3.06									
	OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport			\$19.57									
	OFCBM-B80 -Ofc Fin w Booklet Maker 50 Pg Stplr			\$61.92									
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTDR -CAC Reader and Enablement Kit			\$8.85									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	2HPLGL -2 Hole Punch Kit			\$4.40									
	3HOLEPCH -3-Hole Punch			\$4.40									
	3HP-HVF -3-Hole Punch Kit for HVFIN/HVFIN-BM			\$9.55									
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf			\$8.60									
	ENVKIT2 -Envelope Tray 50 Capacity			\$4.85									
	HCF-SEF -11x17 Short Edge Feed for 3300 Sheet HCF			\$24.46									
	HCF-SEL -8.5x14 Short Edge Feed for 3300 Sheet HCF			\$24.46									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HICAPFDR -3300 Sheet High Capacity Feeder			\$24.31									
	INSRTHVF1 -Post-Process Inserter for HVF/HVF-BM			\$36.69									
	MCAFEEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-B80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WC59FI -Foreign Interface Device			\$4.28									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
B8090H2	AltaLink B8090 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	90	36	\$463.72	0	0	\$0.0054	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	HVFIN -HiVol Fin and Multi Position Stapler			\$52.55									
	HVFIN-BM -Hi Vol Fin w Saddle Stitch V-Fold			\$95.63									
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTRDR -CAC Reader and Enablement Kit			\$8.85									
	2HPLGL -2 Hole Punch Kit			\$4.40									
	3HP-HVF -3-Hole Punch Kit for HVFIN/HVFIN-BM			\$9.55									
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf			\$8.60									
	ENVKIT2 -Envelope Tray 50 Capacity			\$4.85									
	HCF-SEF -11x17 Short Edge Feed for 3300 Sheet HCF			\$24.46									
	HCF-SEL -8.5x14 Short Edge Feed for 3300 Sheet HCF			\$24.46									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HICAPFDR -3300 Sheet High Capacity Feeder			\$24.31									
	INSRTHVF1 -Post-Process Inserter for HVF/HVF-BM			\$36.69									
	MCAFEEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-B80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WC59FI -Foreign Interface Device			\$4.28									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
D95CP	D95 Copier/Printer with FCW UI C/P, UI Right Mount Kit, MSI Bypass Tray, USB Enablement, Customer Documentation & Software Kit, Nationalization Kit	95	36	\$524.96	0	0	\$0.0071	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	100PPMKIT -100 PPM Kit			\$0.00									
	MUST Choose One of the Following:												
	INSTSECUR -Secure Access Install			\$3.29									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	INSTSTD -Non-Secure Access Install			\$0.00									

	MUST Choose One of the Following:												
	MLA -D4 Stapler Finisher 2/3 Hole Punch			\$136.22									
	TKX -Booklet Finisher			\$244.91									

	MUST Choose One of the Following												
	BYPASS -Bypass Chute			\$9.63									
	HIGHCAPFD -High Capacity Feeder			\$68.80									
	OVRSZHCF -Oversized HCF			\$170.07									

	CAC-KIT -Common Access Card Enablement Kit			\$5.47									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GIGABIT -Gigabit Ethernet Kit			\$11.01									
	GROUNDESD -ESD Protection Kit			\$0.00									
	INTEGSFT -Integrated Square Fold Trimmer			\$338.94									
	LEFT-UI -Left UI Kit			\$3.25									
	MUA -D4 Z Folder			\$94.02									
	PDFKIT2 -PDF Kit			\$78.43									
	SECRWATR -Secure Watermark Kit			\$27.37									
	STAPLER2 -Convenience Stapler			\$8.21									
	USBHUB -USB HUB Kit			\$4.13									
D110CP	D110 Copier/Printer with Speed Badge, Initialization Kit (Dongle), Job Based Accounting, USB Enablement, FCW UI C/P, UI Right Mount Kit, MSI Bypass Tray, Customer Documentation & Software Kit	110	36	\$586.50	0	0	\$0.0071	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	INSTSECUR -Secure Access Install			\$3.29									
	INSTSTD -Non-Secure Access Install			\$0.00									

	MUST Choose at Least One of the Following:												
	INTERFACE -Interface Module			\$64.44									
	MLA -D4 Stapler Finisher 2/3 Hole Punch			\$136.22									
	STACKER -High Capacity Stacker			\$359.28									

	STDFINPLS -Partner Finishing Interface Module			\$356.60									
	TAPE-BIND -Tape Binder			\$531.02									
	TKX -Booklet Finisher			\$244.91									

	MUST Choose One of the Following												
	BYPASS -Bypass Chute			\$9.63									
	HIGHCAPFD -High Capacity Feeder			\$68.80									
	OVRSZHCF -Oversized HCF			\$170.07									
	OVRSZHF2 -2 Tray Oversized HCF			\$253.88									

	ADV-PUNCH -GBC Advanced Punch			\$324.90									
	CAC-KIT -Common Access Card Enablement Kit			\$5.47									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GIGABIT -Gigabit Ethernet Kit			\$11.01									
	GROUNDESD -ESD Protection Kit			\$0.00									
	HCSUIFA -ESD Protection Kit			\$0.00									
	INTEGSFT -Integrated Square Fold Trimmer			\$338.94									
	LEFT-UI -Left UI Kit			\$3.25									
	LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit			\$0.00									
	MUA -D4 Z Folder			\$94.02									
	NBV -Dolly			\$38.03									
	PDFKIT2 -PDF Kit			\$78.43									
	SECRWATR -Secure Watermark Kit			\$27.37									
	STAPLER2 -Convenience Stapler			\$8.21									
	USBHUB -USB HUB Kit			\$4.13									
D125CP	D125 Copier/Printer with Speed Badge, Initialization Kit (Dongle), Job Based Accounting, USB Enablement, FCW UI C/P, UI Right Mount Kit, MSI Bypass Tray, Customer Documentation & Software Kit, Nationalization Kit	125	36	\$824.81	0	0	\$0.0071	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	INSTSECUR -Secure Access Install			\$3.29									
	INSTSTD -Non-Secure Access Install			\$0.00									

	MUST Choose at Least One of the Following:												
	INTERFACE -Interface Module			\$64.44									
	MLA -D4 Stapler Finisher 2/3 Hole Punch			\$136.22									
	STACKER -High Capacity Stacker			\$359.28									

	STDFINPLS -Partner Finishing Interface Module			\$356.60									
	TAPE-BIND -Tape Binder			\$531.02									
	TKX -Booklet Finisher			\$244.91									

	MUST Choose One of the Following												
	BYPASS -Bypass Chute			\$9.63									
	HIGHCAPFD -High Capacity Feeder			\$68.80									
	OVRSZHCF -Oversized HCF			\$170.07									
	OVRSZHF2 -2 Tray Oversized HCF			\$253.88									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	ADV-PUNCH -GBC Advanced Punch			\$324.90									
	CAC-KIT -Common Access Card Enablement Kit			\$5.47									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GIGABIT -Gigabit Ethernet Kit			\$11.01									
	GROUNDESD -ESD Protection Kit			\$0.00									
	HCSUIFA -ESD Protection Kit			\$0.00									
	INTEGSFT -Integrated Square Fold Trimmer			\$338.94									
	LEFT-UI -Left UI Kit			\$3.25									
	LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit			\$0.00									
	MUA -D4 Z Folder			\$94.02									
	NBV -Dolly			\$38.03									
	PDFKIT2 -PDF Kit			\$78.43									
	SECRWATR -Secure Watermark Kit			\$27.37									
	STAPLER2 -Convenience Stapler			\$8.21									
	USBHUB -USB HUB Kit			\$4.13									
D136CP	D136 Copier/Printer, Full Color Web UI, Initialization Kit, Interface Cooling Module, Power Cord, Job Based Accounting, USB Enablement, UI Right Mount Kit, Multi-Sheet Insert Bypass Tray, Cust Doc & software Kit, Nationalization Kit	136	36	\$897.25	0	0	\$0.0052	N/A	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	INSTSECUR -Secure Access Install			\$3.29									
	INSTSTD -Non-Secure Access Install			\$0.00									

	MUST Choose at Least One of the Following:												
	MLA -D4 Stapler Finisher 2/3 Hole Punch			\$136.22									
	STACKER -High Capacity Stacker			\$359.28									
	STDFINPLS -Partner Finishing Interface Module			\$356.60									
	TAPE-BIND -Tape Binder			\$531.02									
	TKX -Booklet Finisher			\$244.91									

	MUST Choose One of the Following												
	BYPASS -Bypass Chute			\$9.63									
	HICAP136 -High Capacity Feeder			\$68.80									
	OVRSZHF2 -2 Tray Oversized HCF			\$253.88									

	ADV-PUNCH -GBC Advanced Punch			\$324.90									
	CAC-KIT -Common Access Card Enablement Kit			\$5.47									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GIGABIT -Gigabit Ethernet Kit			\$11.01									
	GROUNDESD -ESD Protection Kit			\$0.00									
	HCSUIFA -ESD Protection Kit			\$0.00									
	INTEGSFT -Integrated Square Fold Trimmer			\$338.94									
	LEFT-UI -Left UI Kit			\$3.25									
	LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit			\$0.00									
	MUA -D4 Z Folder			\$94.02									
	NBV -Dolly			\$38.03									
	PDFKIT2 -PDF Kit			\$78.43									
	SECRWATR -Secure Watermark Kit			\$27.37									
	STAPLER2 -Convenience Stapler			\$8.21									
	USBHUB -USB HUB Kit			\$4.13									
EFISVR	Fiery NX One Server for use with D95CP, D110CP or D125CP	NA	36	\$378.57	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	1DRHDD -One Drive External HDD Option			\$85.80									
	ENETHUB -Ethernet Hub Option			\$18.92									
	EXCOMPOSE -Compose License Activation			\$57.33									
	EXIMPOSE -Impose License Activation			\$97.47									
	NX1STATN -NX One Station Option			\$102.62									
FFSRVR136	D136 Xerox Freeflow Print Server available for use with D136CP (optional), D136PRT (required)	NA	36	\$0.00	0	0	\$0.0000	N/A	Yes	No	No	No	
	MUST Choose One of the Following:												
	CP136NBL -D136 CP Server License			\$0.00									
	P136NBL -D136 Printer Server License			\$0.00									

	B5L -Controller Stand			\$9.55									
	IPDSSW1 -IPDS S/W License			\$964.41									
	LCDSSW -LCDS Software License			\$411.65									
	NWT -FreeFlow Designer S/W & License			\$140.18									
	VIGROUPA -FreeFlow VI Compose			\$136.44									
C7020D2	VersaLink C7020 Color Multifunction Desktop Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Multi-pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	20	36	\$139.60	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes	

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	POSCRIPT3 -PostScript 3 Kit			\$12.38									

	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray			\$3.82									
	INTFIN -Integrated Office Finisher			\$20.64									

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIP-FAX -Fax Over IP			\$24.62									

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

	ADDTRAY -Single Tray Module			\$11.47									
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HDD70 -Optional Hard Disk Drive			\$15.29									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C7020S2	VersaLink C7020 Color Multifunction Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	20	36	\$162.91	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	POSCRIPT3 -PostScript 3 Kit			\$12.38									

	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher			\$20.64									
	OFFINLX -Office Finisher LX with Filler			\$25.34									

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIP-FAX -Fax Over IP			\$24.62									

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
C7020T2	VersaLink C7020 Color Multifunction Printer with 4 Tray Module (4x520 sheets), 100 Sheet Bypass tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	20	36	\$176.29	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	POSCRIPT3 -PostScript 3 Kit			\$12.38									
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher			\$20.64									
	OFFINLX -Office Finisher LX with Filler			\$25.34									
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIP-FAX -Fax Over IP			\$24.62									
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netw Enable & Card Reader			\$13.52									
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C7025D2	VersaLink C7025 Color Multifunction Desktop Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Multi-pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	25	36	\$153.78	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	POSCRIPT3 -PostScript 3 Kit			\$12.38									
	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray			\$3.82									
	INTFIN -Integrated Office Finisher			\$20.64									
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIP-FAX -Fax Over IP			\$24.62									
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netw Enable & Card Reader			\$13.52									
	ADDTRAY -Single Tray Module			\$11.47									
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HDD70 -Optional Hard Disk Drive			\$15.29									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98								
	UNICODE -Xerox International Print Kit			\$7.30								
	WIFVL -Wireless Accessory			\$1.88								
C7025S2	VersaLink C7025 Color Multifunction Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	25	36	\$178.20	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:											
	NO-PS3 -No PostScript Needed			\$0.00								
	POSCRIPT3 -PostScript 3 Kit			\$12.38								
	MAY Choose One of the Following:											
	INTFIN -Integrated Office Finisher			\$20.64								
	OFFINLX -Office Finisher LX with Filler			\$25.34								
	MAY Choose One of the Following:											
	FAX-1LIN -Embedded 1-Line Fax			\$16.47								
	FAX-3LIN -Embedded 3-Line Fax			\$34.36								
	FOIP-FAX -Fax Over IP			\$24.62								
	-MAY Choose One of the Following:											
	CARDRDR -Common Access Card Card Reader			\$2.26								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52								
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27								
	ENVELTRAY -Envelope Feeder Tray			\$8.21								
	FIDKIT -Foreign Interface Kit			\$8.60								
	FINLX-3HP -2/3-Hole Punch			\$6.12								
	FINLX-BM -Booklet Maker Unit			\$19.53								
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57								
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25								
	RFID70 -Integrated Programmable RFID Reader			\$11.37								
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98								
	UNICODE -Xerox International Print Kit			\$7.30								
	WIFVL -Wireless Accessory			\$1.88								
C7025T2	VersaLink C7025 Color Multifunction Printer with 4 Tray Module (4x520 sheets), 100 Sheet Bypass tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	25	36	\$190.05	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:											
	NO-PS3 -No PostScript Needed			\$0.00								
	POSCRIPT3 -PostScript 3 Kit			\$12.38								
	MAY Choose One of the Following:											
	INTFIN -Integrated Office Finisher			\$20.64								
	OFFINLX -Office Finisher LX with Filler			\$25.34								
	MAY Choose One of the Following:											
	FAX-1LIN -Embedded 1-Line Fax			\$16.47								
	FAX-3LIN -Embedded 3-Line Fax			\$34.36								
	FOIP-FAX -Fax Over IP			\$24.62								
	-MAY Choose One of the Following:											
	CARDRDR -Common Access Card Card Reader			\$2.26								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52								
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27								
	ENVELTRAY -Envelope Feeder Tray			\$8.21								
	FIDKIT -Foreign Interface Kit			\$8.60								
	FINLX-3HP -2/3-Hole Punch			\$6.12								
	FINLX-BM -Booklet Maker Unit			\$19.53								
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57								
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25								
	RFID70 -Integrated Programmable RFID Reader			\$11.37								

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C7030D2	VersaLink C7030 Color Multifunction Desktop Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Multi-pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	30	36	\$174.12	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	POSCRIPT3 -PostScript 3 Kit			\$12.38									

	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray			\$3.82									
	INTFIN -Integrated Office Finisher			\$20.64									

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIP-FAX -Fax Over IP			\$24.62									

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

	ADDTRAY -Single Tray Module			\$11.47									
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	HDD70 -Optional Hard Disk Drive			\$15.29									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C7030S2	VersaLink C7030 Color Multifunction Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	30	36	\$192.04	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	POSCRIPT3 -PostScript 3 Kit			\$12.38									

	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher			\$20.64									
	OFFINLX -Office Finisher LX with Filler			\$25.34									

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIP-FAX -Fax Over IP			\$24.62									

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C7030T2	VersaLink C7030 Color Multifunction Printer with 4 Tray Module (4x520 sheets), 100 Sheet Bypass tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	30	36	\$206.60	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes	
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed			\$0.00									
	POSCRIPT3 -PostScript 3 Kit			\$12.38									
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher			\$20.64									
	OFFINLX -Office Finisher LX with Filler			\$25.34									
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax			\$16.47									
	FAX-3LIN -Embedded 3-Line Fax			\$34.36									
	FOIP-FAX -Fax Over IP			\$24.62									
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	CNVSTPLR -Convenience Stapler and Work Surface			\$10.27									
	ENVELTRAY -Envelope Feeder Tray			\$8.21									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C8000DT	Versalink C8000DT; 12 x 18 Color Printer, 1200 x 2400 dpi, 45ppm Color/B&W, USB and Ethernet, 1.6 GHz Processor, 4 GB RAM, 2-Sided Printing, 5" Touchscreen, 110 Volt	45	36	\$123.21	0	0	\$0.0153	\$0.0981	Yes	No	No	Yes	
	MAY Choose One of the Following:												
	BKMKRFIN -BR Booklet Maker Finisher (76B)			\$126.08									
	OFCFINSH -Office Finisher LX (3FA)			\$43.91									
	MAY Choose One of the Following:												
	CARDRDR -Common Access Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable Card Reader			\$13.52									
	May Choose any of the following:												
	2A3 -Two Tray Module			\$38.18									
	2A4 -Tandem Tray Module			\$49.65									
	2A5 -Minimum 320GB HDD			\$11.42									
	8EX -High Capacity Feeder			\$49.65									
	ENVLPTTR -Envelope Tray			\$11.42									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	WIFIVL -Wireless Accessory			\$1.88									
C9000DT	Versalink C9000DT; 12 x 18 Color Printer, 1200 x 2400 dpi, 55ppm Color/B&W, USB and Ethernet, 1.6 GHz Processor, 4 GB Ram, 2-Sided Printing, 5" Touchscreen, 320 GB HD, 110 Volt	55	36	\$196.20	0	0	\$0.0153	\$0.1135	Yes	No	No	Yes	
	MAY Choose One of the Following:												
	BKMKRFIN -BR Booklet Maker Finisher (76B)			\$126.08									
	OFCFINSH -Office Finisher LX (3FA)			\$43.91									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	MAY Choose One of the Following:												
	CARDRDR -Common Access Card Reader			\$2.26									
	SIPR-RDR1 -SIPRNet DoD Netwk Enable Card Reader			\$13.52									
	May Choose any of the following:												
	2A3 -Two Tray Module			\$38.18									
	2A4 -Tandem Tray Module			\$49.65									
	5B2 -Xerox Precise Color Management System			\$22.89									
	8EX -High Capacity Feeder			\$49.65									
	ENVLPT -Envelope Tray			\$11.42									
	FIDKIT -Foreign Interface Kit			\$8.60									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	RFID70 -Integrated Programmable RFID Reader			\$11.37									
	WIFIVL -Wireless Accessory			\$1.88									
C9065	Xerox Color C9065 with 250 Sheet Single Pass DADF /TTM, 250 Sheet Bypass, Auto Duplex	65	36	\$373.68	0	0	\$0.0112	\$0.0519	Yes	No	No	Yes	
	MUST Select One of the Following:												
	OFFSETRAY -Offset Catch Tray			\$15.29									
	PRBKMFIN -PR Booklet Maker Finisher			\$428.38									
	PRFINPLUS -PR Standard Finisher Plus			\$508.64									
	PRSTNDFIN -Production Ready Finisher			\$315.63									
	V80BRBOOK -Business Ready Booklet Finisher			\$145.24									
	V80BRFIN -Business Ready Finisher with Hole Punch			\$84.08									

	BANFDKIT -Banner Feed Kit			\$18.68									
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK			\$91.92									
	CONVSTPL -Convenience Stapler			\$11.42									
	FAXLINE -1 Line Fax Kit			\$38.18									
	FAXSERVER -Server Fax Kit			\$37.84									
	FAXVOIP -VOIP Fax Kit			\$34.20									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GBCADVPU -GBC Advanced Punch Pro			\$449.56									
	HCF1T -High Cap Feeder 1 Tray			\$76.44									
	HCF1TOVSZ -Hi Cap Feeder 1 Tray Over Size			\$280.91									
	HCF2TOVSZ -Hi Cap Feeder 2 Tray Over Size			\$444.68									
	MSIKIT -MSI Assembly Kit			\$48.12									
	NWT -FreeFlow Designer S/W & License			\$140.18									
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher			\$859.96									
	USBHUBKT -USB HUB Kit			\$5.74									
	VCZFOLD -CZ Fold Module Requires PR Finisher			\$156.70									
	VIGROUPD -FreeFlow VI Compose SW & License			\$136.44									
	VINTERPSR -Interposer w/PR Finisher			\$76.44									
	VPUNCH -Prodn Ready Punch 2/3 Hole			\$22.94									
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker			\$401.31									
C9065XLS	Xerox Color C9065XLS with 250 Sheet Single Pass DADF /TTM, 250 Sheet Bypass, Auto Duplex, BILLING IMPRESSION MODE ENABLED	65	36	\$373.68	0	0	\$0.0112	\$0.0519	Yes	No	No	Yes	
	MUST Select One of the Following:												
	OFFSETRAY -Offset Catch Tray			\$15.29									
	PRBKMFIN -PR Booklet Maker Finisher			\$428.38									
	PRFINPLUS -PR Standard Finisher Plus			\$508.64									
	PRSTNDFIN -Production Ready Finisher			\$315.63									
	V80BRBOOK -Business Ready Booklet Finisher			\$145.24									
	V80BRFIN -Business Ready Finisher with Hole Punch			\$84.08									

	BANFDKIT -Banner Feed Kit			\$18.68									
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK			\$91.92									
	CONVSTPL -Convenience Stapler			\$11.42									
	FAXLINE -1 Line Fax Kit			\$38.18									
	FAXSERVER -Server Fax Kit			\$37.84									
	FAXVOIP -VOIP Fax Kit			\$34.20									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GBCADVPU -GBC Advanced Punch Pro			\$449.56									
	HCF1T -High Cap Feeder 1 Tray			\$76.44									
	HCF1TOVSZ -Hi Cap Feeder 1 Tray Over Size			\$280.91									
	HCF2TOVSZ -Hi Cap Feeder 2 Tray Over Size			\$444.68									
	MSIKIT -MSI Assembly Kit			\$48.12									
	NWT -FreeFlow Designer S/W & License			\$140.18									
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher			\$859.96									
	USBHUBKT -USB HUB Kit			\$5.74									
	VCZFOLD -CZ Fold Module Requires PR Finisher			\$156.70									
	VIGROUPD -FreeFlow VI Compose SW & License			\$136.44									
	VINTERPSR -Interposer w/PR Finisher			\$76.44									
	VPUNCH -Prodn Ready Punch 2/3 Hole			\$22.94									
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker			\$401.31									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
C9070	Xerox Color C9070 with 250 Sheet Single Pass DADF /TTM, 250 Sheet Bypass, Auto Duplex	70	36	\$439.42	0	0	\$0.0112	\$0.0519	Yes	No	No	Yes	
	MUST Select One of the Following:												
	OFFSETRAY -Offset Catch Tray			\$15.29									
	PRBKMFIN -PR Booklet Maker Finisher			\$428.38									
	PRFINPLUS -PR Standard Finisher Plus			\$508.64									
	PRSTNDFIN -Production Ready Finisher			\$315.63									
	V80BRBOOK -Business Ready Booklet Finisher			\$145.24									
	V80BRFIN -Business Ready Finisher with Hole Punch			\$84.08									

	BANFDKIT -Banner Feed Kit			\$18.68									
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK			\$91.92									
	CONVSTPL -Convenience Stapler			\$11.42									
	FAXLINE -1 Line Fax Kit			\$38.18									
	FAXSERVER -Server Fax Kit			\$37.84									
	FAXVOIP -VOIP Fax Kit			\$34.20									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GBCADVPUN -GBC Advanced Punch Pro			\$449.56									
	HCF1T -High Cap Feeder 1 Tray			\$76.44									
	HCF1TOVSZ -Hi Cap Feeder 1 Tray Over Size			\$280.91									
	HCF2TOVSZ -Hi Cap Feeder 2 Tray Over Size			\$444.68									
	MSIKIT -MSI Assembly Kit			\$48.12									
	NWT -FreeFlow Designer S/W & License			\$140.18									
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher			\$859.96									
	USBHUBKT -USB HUB Kit			\$5.74									
	VCZFOLD -CZ Fold Module Requires PR Finisher			\$156.70									
	VIGROUPD -FreeFlow VI Compose SW & License			\$136.44									
	VINTERPSR -Interposer w/PR Finisher			\$76.44									
	VPUNCH -Prodn Ready Punch 2/3 Hole			\$22.94									
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker			\$401.31									
C9070XLS	Xerox Color C9070 with 250 Sheet Single Pass DADF /TTM, 250 Sheet Bypass, Auto Duplex, BILLING IMPRESSION MODE ENABLED	70	36	\$439.42	0	0	\$0.0112	\$0.0519	Yes	No	No	Yes	
	MUST Select One of the Following:												
	OFFSETRAY -Offset Catch Tray			\$15.29									
	PRBKMFIN -PR Booklet Maker Finisher			\$428.38									
	PRFINPLUS -PR Standard Finisher Plus			\$508.64									
	PRSTNDFIN -Production Ready Finisher			\$315.63									
	V80BRBOOK -Business Ready Booklet Finisher			\$145.24									
	V80BRFIN -Business Ready Finisher with Hole Punch			\$84.08									

	BANFDKIT -Banner Feed Kit			\$18.68									
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK			\$91.92									
	CONVSTPL -Convenience Stapler			\$11.42									
	FAXLINE -1 Line Fax Kit			\$38.18									
	FAXSERVER -Server Fax Kit			\$37.84									
	FAXVOIP -VOIP Fax Kit			\$34.20									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GBCADVPUN -GBC Advanced Punch Pro			\$449.56									
	HCF1T -High Cap Feeder 1 Tray			\$76.44									
	HCF1TOVSZ -Hi Cap Feeder 1 Tray Over Size			\$280.91									
	HCF2TOVSZ -Hi Cap Feeder 2 Tray Over Size			\$444.68									
	MSIKIT -MSI Assembly Kit			\$48.12									
	NWT -FreeFlow Designer S/W & License			\$140.18									
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher			\$859.96									
	USBHUBKT -USB HUB Kit			\$5.74									
	VCZFOLD -CZ Fold Module Requires PR Finisher			\$156.70									
	VIGROUPD -FreeFlow VI Compose SW & License			\$136.44									
	VINTERPSR -Interposer w/PR Finisher			\$76.44									
	VPUNCH -Prodn Ready Punch 2/3 Hole			\$22.94									
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker			\$401.31									
DMPCTRL	DMP Integrated Controller	NA	36	\$200.58	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	PS4DMPSVR -Postscript DMP			\$22.74									
ENTRYEFI	Xerox EX-c C9065/C9070 Print Server Fiery Entry Level DFE	NA	36	\$210.63	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print			\$63.57									
	EFI-SPOT -EFI Spot On			\$31.54									
	HUB5PORT -5 Port Hub			\$15.13									
	PROFILE4 -EFI Color Profiler 4.0			\$82.55									
	X70FOLDER -Hotfolders/ Virtual Printers			\$30.42									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
INTEGEFI	Xerox EX-I C9065/C9070 Print Server Fiery Integrated Plus DFE	NA	36	\$281.58	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	EFIPROPK -C60/70 EFI Productivity Package			\$229.32									
	EXCOMPOSE -Compose License Activation			\$57.33									
	EXIMPOSE -Impose License Activation			\$97.47									
	HUB5PORT -5 Port Hub			\$15.13									
	PROFILE4 -EFI Color Profiler 4.0			\$82.55									
STNDALEFI	Xerox EX C9065/C9070 Print Server Fiery Standalone NX Pro DFE	NA	36	\$488.19	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	EXCOMPOSE -Compose License Activation			\$57.33									
	EXFACI -Advanced FACI Kit			\$152.88									
	EXHDD -HDD Security Bay			\$38.03									
	EXIMPOSE -Impose License Activation			\$97.47									
	GAPREM -GA Premium Edition			\$189.57									
	HUB5PORT -5 Port Hub			\$15.13									
	PROFILE4 -EFI Color Profiler 4.0			\$82.55									
EC7836H2	WorkCentre EC7836 Multifunction Printer (35/35PPM) with High Capacity Tandem Tray (520 Sheet Tray, 2,000 Sheet A4/Letter), 520 Sheet Tray, 100 Sheet Bypass Tray, 2x250 Sheet OCT, 110-Sheet DADF (9XY), EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, Standard Output Tray, Left Side Tray, Nationalization Kit, 1 Waste Toner Container, Black Neutral Toner, Yellow Neutral Toner, Magenta Neutral Toner, and Cyan Neutral Toner. Billing Impression Mode Enabled. Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.	35	36	\$185.56	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	iSerFax1 -i-Series 1 Line Fax			\$14.63									
	iSerFax2 -i-Series 2 Line Fax			\$34.20									

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTDR -CAC Reader and Enablement Kit			\$8.85									

	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	MCAFEIC -McAfee Integrity Control Enablement			\$12.19									
	OFCFINRLX -Office Finisher			\$23.23									
	RFIDEMB78 -Integrated Programmable RFID Reader			\$14.42									
	STAPLERKT -Convenience Stapler With Work Surface			\$9.14									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
	YRC -Foreign Interface Kit			\$4.28									

	WorkCentre EC7856 Multifunction Printer (50/55PPM) with High Capacity Tandem Tray (520 Sheet Tray, 2,000 sheet A4/Letter), 520 sheet tray, 100 Sheet Bypass Tray, 2x250 Sheet OCT, 130-Sheet Single Pass DADF (2YA), EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, Standard Output Tray, Left Side Tray, Nationalization Kit, 1 Waste Toner Container, Black Neutral Toner, Yellow Neutral Toner, Magenta Neutral Toner, and Cyan Neutral Toner. Billing Impression Mode Enabled. Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.	55	36	\$211.65	0	0	\$0.0074	\$0.0610	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	iSerFax1 -i-Series 1 Line Fax			\$14.63									
	iSerFax2 -i-Series 2 Line Fax			\$34.20									

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTDR -CAC Reader and Enablement Kit			\$8.85									

	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	MCAFEIC -McAfee Integrity Control Enablement			\$12.19									
	OFCFINRLX -Office Finisher			\$23.23									
	RFIDEMB78 -Integrated Programmable RFID Reader			\$14.42									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	STAPLERKT -Convenience Stapler With Work Surface			\$9.14									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
	YRC -Foreign Interface Kit			\$4.28									
C8030T2	AltaLink C8030 Color Multifunction Printer (30/30 PPM) with 130 Sheet Single-Pass DADF, 3 Tray Module (3x520 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	36	\$254.37	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport			\$73.35									
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport			\$44.94									
	INTFIN -Integrated Office Finisher			\$20.64									
	OFC-C80 -Office Finisher LX			\$23.23									
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTRDR -CAC Reader and Enablement Kit			\$8.85									
	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord			\$99.37									
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print			\$63.57									
	EFI-FLDER - EFI Hot Folders / Virtual Printers			\$38.03									
	EFI-PROF -EFI Profile Suite 4.X			\$84.08									
	EFISERV1 -DFI EFI Fiery Network Server			\$114.48									
	EFI-SPOT -EFI Spot On			\$31.54									
	ENVELTRY -Envelope Feeder Tray			\$7.30									
	ETHUBKIT -Ethernet Hub Kit for Multi Connections			\$18.92									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	MCAFEEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-C80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	STAPLERKT -Convenience Stapler With Work Surface			\$9.14									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
	YRC -Foreign Interface Kit			\$4.28									
C8030H2	AltaLink C8030 Color Multifunction Printer (30/30 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	36	\$257.35	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport			\$73.35									
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport			\$44.94									
	INTFIN -Integrated Office Finisher			\$20.64									
	OFC-C80 -Office Finisher LX			\$23.23									
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	SMARTRDR -CAC Reader and Enablement Kit			\$8.85									

	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord			\$99.37									
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print			\$63.57									
	EFI-FLDER - EFI Hot Folders / Virtual Printers			\$38.03									
	EFI-PROF -EFI Profile Suite 4.X			\$84.08									
	EFISERV1 -DFI EFI Fiery Network Server			\$114.48									
	EFI-SPOT -EFI Spot On			\$31.54									
	ENVELTRY -Envelope Feeder Tray			\$7.30									
	ETHUBKIT -Ethernet Hub Kit for Multi Connections			\$18.92									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	MCAFEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-C80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	STAPLERKT -Convenience Stapler With Work Surface			\$9.14									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
	YRC -Foreign Interface Kit			\$4.28									
C8035T2	AltaLink C8035 Color Multifunction Printer (35/35 PPM) with 130 Sheet Single-Pass DADF, 3 Tray Module (3x520 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	35	36	\$283.60	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport			\$73.35									
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport			\$44.94									
	INTFIN -Integrated Office Finisher			\$20.64									
	OFC-C80 -Office Finisher LX			\$23.23									
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTRDR -CAC Reader and Enablement Kit			\$8.85									

	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord			\$99.37									
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print			\$63.57									
	EFI-FLDER - EFI Hot Folders / Virtual Printers			\$38.03									
	EFI-PROF -EFI Profile Suite 4.X			\$84.08									
	EFISERV1 -DFI EFI Fiery Network Server			\$114.48									
	EFI-SPOT -EFI Spot On			\$31.54									
	ENVELTRY -Envelope Feeder Tray			\$7.30									
	ETHUBKIT -Ethernet Hub Kit for Multi Connections			\$18.92									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	MCAFEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-C80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	STAPLERKT -Convenience Stapler With Work Surface			\$9.14									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
	YRC -Foreign Interface Kit			\$4.28									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
C8035H2	AltaLink C8035 Color Multifunction Printer (35/35 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	35	36	\$286.62	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport			\$73.35									
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport			\$44.94									
	INTFIN -Integrated Office Finisher			\$20.64									
	OFC-C80 -Office Finisher LX			\$23.23									

	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTRDR -CAC Reader and Enablement Kit			\$8.85									

	CZFOLDC80 -BR Finisher C/Z Fold Req Power Cord			\$99.37									
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print			\$63.57									
	EFI-FLDER - EFI Hot Folders / Virtual Printers			\$38.03									
	EFI-PROF -EFI Profile Suite 4.X			\$84.08									
	EFISERV1 -DFI EFI Fiery Network Server			\$114.48									
	EFI-SPOT -EFI Spot On			\$31.54									
	ENVELTRY -Envelope Feeder Tray			\$7.30									
	ETHUBKIT -Ethernet Hub Kit for Multi Connections			\$18.92									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	MCAFEEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-C80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	STAPLERKT -Convenience Stapler With Work Surface			\$9.14									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
	YRC -Foreign Interface Kit			\$4.28									
C8045H2	AltaLink C8045 Color Multifunction Printer (45/45 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	45	36	\$319.44	0	0	\$0.0074	\$0.0610	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport			\$73.35									
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport			\$44.94									
	OFC-C80 -Office Finisher LX			\$23.23									

	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTRDR -CAC Reader and Enablement Kit			\$8.85									

	CZFOLDC80 -BR Finisher C/Z Fold Req Power Cord			\$99.37									
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print			\$63.57									
	EFI-FLDER - EFI Hot Folders / Virtual Printers			\$38.03									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	EFI-PROF -EFI Profile Suite 4.X			\$84.08									
	EFISERV1 -DFI EFI Fiery Network Server			\$114.48									
	EFI-SPOT -EFI Spot On			\$31.54									
	ENVELTRY -Envelope Feeder Tray			\$7.30									
	ETHUBKIT -Ethernet Hub Kit for Multi Connections			\$18.92									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	MCAFEEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-C80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	STAPLERKT -Convenience Stapler With Work Surface			\$9.14									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
	YRC -Foreign Interface Kit			\$4.28									
C8055H2	AltaLink C8055 Color Multifunction Printer (50/55 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	55	36	\$370.41	0	0	\$0.0074	\$0.0610	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport			\$73.35									
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport			\$44.94									
	OFC-C80 -Office Finisher LX			\$23.23									

	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTRDR -CAC Reader and Enablement Kit			\$8.85									

	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord			\$99.37									
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print			\$63.57									
	EFI-FLDER - EFI Hot Folders / Virtual Printers			\$38.03									
	EFI-PROF -EFI Profile Suite 4.X			\$84.08									
	EFISERV1 -DFI EFI Fiery Network Server			\$114.48									
	EFI-SPOT -EFI Spot On			\$31.54									
	ENVELTRY -Envelope Feeder Tray			\$7.30									
	ETHUBKIT -Ethernet Hub Kit for Multi Connections			\$18.92									
	FINLX-3HP -2/3-Hole Punch			\$6.12									
	FINLX-BM -Booklet Maker Unit			\$19.53									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	MCAFEEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-C80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	STAPLERKT -Convenience Stapler With Work Surface			\$9.14									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
	YRC -Foreign Interface Kit			\$4.28									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
C8070H2	Altalink C8070 Color Multifunction Printer (70/70 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	70	36	\$456.03	0	0	\$0.0068	\$0.0565	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w/2/3 Hole & Horiz Xport			\$73.35									
	BRF-C80 -BR Finisher w/2/3 Hole & Horiz Xport			\$44.94									
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax			\$14.63									
	FAX-2LINE -2 Line Fax			\$34.20									
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMARTRDR -CAC Reader and Enablement Kit			\$8.85									
	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord			\$99.37									
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print			\$63.57									
	EFI-FLDER - EFI Hot Folders / Virtual Printers			\$38.03									
	EFI-PROF -EFI Profile Suite 4.X			\$84.08									
	EFISERV1 -DFI EFI Fiery Network Server			\$114.48									
	EFI-SPOT -EFI Spot On			\$31.54									
	ENVELTRY -Envelope Feeder Tray			\$7.30									
	ETHUBKIT -Ethernet Hub Kit for Multi Connections			\$18.92									
	HCFB2W -High Capacity Feeder (2000 Sheet)			\$19.57									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	MCAFEEIC -McAfee Integrity Control Enablement			\$12.19									
	RFID-C80 -Programmable RFID Card Reader			\$11.37									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	STAPLERKT -Convenience Stapler With Work Surface			\$9.14									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIRELESS -Wireless Print Kit			\$2.29									
	XPS-ENBL -XPS Enablement Kit			\$9.14									
	YRC -Foreign Interface Kit			\$4.28									
C70EF12	Exi C70 E300 for the C60/C70	NA	36	\$231.87	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	EFIPROPK -C60/70 EFI Productivity Package			\$229.32									
	EXIMPOSE -Impose License Activation			\$97.47									
	HUB5PORT -5 Port Hub			\$15.13									
	PROFILE4 -EFI Color Profiler 4.0			\$82.55									
	X70FOLDER -Hotfolders/ Virtual Printers			\$30.42									
C70EX2	EXC70 FS200 Pro80 for the C60/C70	NA	36	\$488.19	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	EXCOMPOSE -Compose License Activation			\$57.33									
	EXFACI -Advanced FACI Kit			\$152.88									
	EXHDD -HDD Security Bay			\$38.03									
	EXIMPOSE -Impose License Activation			\$97.47									
	GAPREM -GA Premium Edition			\$189.57									
	HUB5PORT -5 Port Hub			\$15.13									
	PROFILE4 -EFI Color Profiler 4.0			\$82.55									
C70FFPS2	FREEFLOW Integrated Controller for the C60/C70	NA	36	\$228.87	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	SPECTROXR -Xrite Pro 2 Spectrophotometer			\$34.40									
	X56IPDS -IPDS			\$354.32									
C70OFCSRV	Integrated Controller for the C60/C70	NA	36	\$200.58	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	No Accessories			\$0.00									
XC60	Xerox Color C60 Printer w/ 250 Sheet Single Pass DADF, 250 Sheet Bypass, Auto Duplex	60	36	\$300.79	0	0	\$0.0102	\$0.0626	Yes	No	No	Yes	
	MUST Choose One of the Following												
	C70BRBOOK -BR Booklet Maker w/ 2/3 Hole Punch			\$87.14									
	C70BRFIN -C60/70 BR Finisher w/ 2/3 Hole Punch			\$50.45									
	C70OCT -OCT for C60/70			\$15.29									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	B2W -C60/70 Letter size HCF			\$48.92									
	BIANCODIG -BiancoDigitale Software			\$47.20									
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK			\$91.92									
	C70FAX -1 Line Fax kit			\$22.89									
	C70FAXSRV -Server Fax Kit Option			\$22.70									
	C70FAXVOI -VOIP Fax option			\$20.52									
	C70OHCF -C60/70 Single Tray OHCF			\$153.20									
	CACNABLE -Common Access Card Enable			\$7.61									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	MUA -D4 Z Folder			\$94.02									
	NWT -FreeFlow Designer S/W & License			\$140.18									
	PS4OFCSRVR -Post Script for Integrated Color Server			\$13.60									
	QPSIGN -Quick Print Color Sign			\$15.29									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	USBHUBKIT -USB HUB KIT			\$3.44									
	VIGROUPD -FreeFlow VI Compose SW & License			\$136.44									
	VIVIDHW -Vivid Toner Kit			\$336.14									
	X56STAPLR -XC550/560 Convenience Stapler			\$6.88									
	X70GBC -X700 GBC Punch			\$314.90									
	X70SQFOLD -X700 Square Fold Trimmer			\$371.05									
XC70	Xerox Color C70 Printer w/ 250 Sheet Single Pass DADF, 250 Sheet Bypass, Auto Duplex	70	36	\$361.94	0	0	\$0.0102	\$0.0626	Yes	No	No	Yes	
	MUST Choose One of the Following												
	C70BRBOOK -BR Booklet Maker w/ 2/3 Hole Punch			\$87.14									
	C70BRFIN -C60/70 BR Finisher w/ 2/3 Hole Punch			\$50.45									
	C70OCT -OCT for C60/70			\$15.29									

	B2W -C60/70 Letter size HCF			\$48.92									
	BIANCODIG -BiancoDigitale Software			\$47.20									
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK			\$91.92									
	C70FAX -1 Line Fax kit			\$22.89									
	C70FAXSRV -Server Fax Kit Option			\$22.70									
	C70FAXVOI -VOIP Fax option			\$20.52									
	C70OHCF -C60/70 Single Tray OHCF			\$153.20									
	CACNABLE -Common Access Card Enable			\$7.61									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	MUA -D4 Z Folder			\$94.02									
	NWT -FreeFlow Designer S/W & License			\$140.18									
	PS4OFCSRVR -Post Script for Integrated Color Server			\$13.60									
	QPSIGN -Quick Print Color Sign			\$15.29									
	SCN2SE25 -Scan to PC Desktop 25 Seats			\$10.17									
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats			\$51.67									
	USBHUBKIT -USB HUB KIT			\$3.44									
	VIGROUPD -FreeFlow VI Compose SW & License			\$136.44									
	VIVIDHW -Vivid Toner Kit			\$336.14									
	X56STAPLR -XC550/560 Convenience Stapler			\$6.88									
	X70GBC -X700 GBC Punch			\$314.90									
	X70SQFOLD -X700 Square Fold Trimmer			\$371.05									
B400DN	VersaLink B400 B/W Printer, Letter/Legal, up to 47PPM, , USB, Ethernet, 550-Sheet Paper Tray, 150-Sheet Multipurpose Tray, 110V	47	36	\$31.02	0	0	\$0.0147	N/A	Yes	No	No	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	-MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR4 -Smart Card Reader			\$5.31									

	6RX -Productivity Kit with 16GB SSD			\$11.42									
	CARDMNT -Smart Card Mounting Hardware			\$1.49									
	FORNINTR -Foreign Interface Device			\$13.34									
	PHTRAY1 -550 Sheet Feeder			\$5.77									
	PHTRAY2 -550 Sheet Feeder			\$5.77									
	PHTRAY3 -550 Sheet Feeder			\$5.77									
	RFIDKIT -RFID Kit			\$8.37									
	STNDSTORE -Stand with Storage			\$11.42									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B405DN	VersaLink B405 B/W Multifunction Printer, Print/Copy/Scan/Fax , Letter/Legal, up to 47PPM, 2-Sided Print, USB/Ethernet, 550-Sheet Paper Tray, 150-Sheet Multipurpose Tray, 60-Sht DADF (Single-Pass Duplex), 110V	47	36	\$68.40	0	0	\$0.0147	N/A	Yes	Yes	Yes	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	-MAY Choose One of the Following:												

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	SIPR-RDR2 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR1 -Smart Card Reader			\$5.31									

	6RX -Productivity Kit with 16GB SSD			\$11.42									
	FORNINTR -Foreign Interface Device			\$13.34									
	HC-KNO2 -Healthcare MFP (8XC)			\$17.25									
	RFIDKIT2 -RFID Card Reader for C405			\$8.37									
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses			\$10.17									
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats			\$33.98									
	STNDSTORE -Stand with Storage			\$11.42									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WCTRAY1 -550 Sheet Feeder			\$5.77									
	WCTRAY2 -550 Sheet Feeder			\$5.77									
	WCTRAY3 -550 Sheet Feeder			\$5.77									
	WIFIVL -Wireless Accessory			\$1.88									
B600DN	VersaLink B600 B/W Printer, Letter/Legal, 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, EIP. FIN and MB capable.	58	36	\$36.77	0	0	\$0.0130	N/A	Yes	No	No	Yes	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	MAY Choose One of the Following:												
	4XC -Finisher			\$19.08									
	5XC -Mailbox			\$19.08									

	-MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR4 -Smart Card Reader			\$5.31									

	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	CARDMNT -Smart Card Mounting Hardware			\$1.49									
	FORNINTR -Foreign Interface Device			\$13.34									
	PRODUCTKT -Productivity Kit 250 Gb			\$7.61									
	RFIDKIT1 -External RFID Kit Reader			\$11.37									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
B610DN	VersaLink B610 B/W Printer, Letter/Legal, 65ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, EIP. FIN and MB capable.	65	36	\$44.14	0	0	\$0.0119	N/A	Yes	No	No	Yes	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	MAY Choose One of the Following:												
	4XC -Finisher			\$19.08									
	5XC -Mailbox			\$19.08									

	-MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR4 -Smart Card Reader			\$5.31									

	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	CARDMNT -Smart Card Mounting Hardware			\$1.49									
	FORNINTR -Foreign Interface Device			\$13.34									
	PRODUCTKT -Productivity Kit 250 Gb			\$7.61									
	RFIDKIT1 -External RFID Kit Reader			\$11.37									
	UNICODE -Xerox International Print Kit			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C400DN	VersaLink C400 Color Printer, Letter/Legal, Up to 36ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, Solutions & Cloud Enabled	36	36	\$30.03	0	0	\$0.0204	\$0.1129	Yes	No	No	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									

	-MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR4 -Smart Card Reader			\$5.31									

	7RX -Productivity Kit with 320GB HDD			\$11.42									
	CARDMNT -Smart Card Mounting Hardware			\$1.49									
	FORNINTR -Foreign Interface Device			\$13.34									
	LB1 -550-Sheet Feeder Adjustable to A4/Legal			\$11.42									
	RFIDKIT -RFID Kit			\$8.37									
	STNDSTORE -Stand with Storage			\$11.42									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
C500DN	VersaLink C500 Color Printer, Letter/Legal, 45ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, EIP, Metered	45	36	\$64.70	0	0	\$0.0193	\$0.1129	Yes	Yes	Yes	No	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									
	-MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR4 -Smart Card Reader			\$5.31									
	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	CARDMNT -Smart Card Mounting Hardware			\$1.49									
	FORNINTR -Foreign Interface Device			\$13.34									
	PRODUCTKT -Productivity Kit 250 Gb			\$7.61									
	RFIDKIT1 -External RFID Kit Reader			\$11.37									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
C600DN	VersaLink C600 Color Printer, Letter/Legal, 55ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, EIP, Metered	55	36	\$77.25	0	0	\$0.0176	\$0.1021	Yes	Yes	Yes	Yes	
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install			\$2.72									
	MUST Choose One of the Following												
	4XC -Finisher			\$19.08									
	5XC -Mailbox			\$19.08									
	-MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader			\$13.52									
	SMRT-RDR4 -Smart Card Reader			\$5.31									
	6XC -Caster Base For 3 Or 4 Trays			\$7.61									
	7WA -High Capacity Feeder			\$24.81									
	8WA -550 Sheet Feeder			\$11.42									
	AQQ -Stand with Storage (on casters)			\$9.52									
	CARDMNT -Smart Card Mounting Hardware			\$1.49									
	FORNINTR -Foreign Interface Device			\$13.34									
	PRODUCTKT -Productivity Kit 250 Gb			\$7.61									
	RFIDKIT1 -External RFID Kit Reader			\$11.37									
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)			\$7.30									
	WIFIVL -Wireless Accessory			\$1.88									
V180B	MUST Choose One of the Following:		36	\$910.03	0	0	\$0.0137	\$0.0495	Yes	No	No	Yes	
	V31BOOK -Prodn Ready Booklet Maker Finisher			\$351.95									
	V31FIN -Prodn Ready Std Finisher			\$239.19									
	V31FINP -Prodn Ready Std Finisher PLUS			\$432.21									
	V31HCS -High Capacity Stacker			\$499.08									
	V80BRBOOK -Business Ready Booklet Finisher			\$145.24									
	V80BRFIN -Business Ready Finisher with Hole Punch			\$84.08									
	V80OCT -Offset Catch Tray			\$11.47									
	CACNABLE -Common Access Card Enable			\$7.61									
	CONVSTPL -Convenience Stapler			\$11.42									
	DBLPUNUP -Double Punch Upgrade to Adv Punch Pro			\$9.55									
	ENVELKIT -Envelope Support Kit			\$9.55									
	ENVELKIT2 -Envelope Support Kit			\$9.55									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GBCADVPUN -GBC Advanced Punch Pro			\$449.56									
	HCSUIKIT -HCS UI Fixed Angle Kit			\$0.00									
	INTRFMOD -IDM Interface Decurler Module			\$76.44									
	NBV -Dolly			\$38.03									
	NETACCTNG -Network Accounting Kit			\$5.74									
	NWT -FreeFlow Designer S/W & License			\$140.18									
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher			\$859.96									
	QPSIGN -Quick Print Color Sign			\$15.29									
	REMOPTOUT -Remote Services Opt Out Kit			\$0.00									
	TRIMBUFR -Trim/Buffer Module			\$859.96									
	USBENABL2 -USB Enablement Kit			\$11.42									
	V31AHCF2 -Advanced High Cap Feeder			\$444.68									
	V802OHCF -V80 2 Tray Oversize High Cap Feeder			\$444.68									
	V80HCF -V80 High Capacity Feeder			\$76.44									
	V80OHCF -V80 1 Tray Oversize High Cap Feeder			\$280.91									
	VCZFOLD -CZ Fold Module Requires PR Finisher			\$156.70									
	VIGROUPA -FreeFlow VI Compose			\$136.44									
	VINTERPSR -Interposer w/PR Finisher			\$76.44									
	VPUNCH -Prodn Ready Punch 2/3 Hole			\$22.94									

Product	Descriptions/Accessories	CPM	Term (mos)	Monthly Minimum Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included	
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker			\$401.31									
	XLSSUPPRT -XLS Support Kit			\$21.79									
V180P	MUST Choose One of the Following:		36	\$1,253.69	0	0	\$0.0137	\$0.0495	Yes	No	No	Yes	
	V31BOOK -Prodn Ready Booklet Maker Finisher			\$351.95									
	V31FIN -Prodn Ready Std Finisher			\$239.19									
	V31FINP -Prodn Ready Std Finisher PLUS			\$432.21									
	V31HCS -High Capacity Stacker			\$499.08									

	CACNABLE -Common Access Card Enable			\$7.61									
	CONVSTPL -Convenience Stapler			\$11.42									
	DBLPUNUP -Double Punch Upgrade to Adv Punch Pro			\$9.55									
	ENVELKIT -Envelope Support Kit			\$9.55									
	ENVELKIT2 - Envelope Support Kit			\$9.55									
	FIDEVICE2 -Foreign Interface Device			\$4.59									
	GBCADVPUN -GBC Advanced Punch Pro			\$449.56									
	HCSUIKIT -HCS UI Fixed Angle Kit			\$0.00									
	NBV -Dolly			\$38.03									
	NETACCTNG -Network Accounting Kit			\$5.74									
	NWT -FreeFlow Designer S/W & License			\$140.18									
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher			\$859.96									
	QPSIGN -Quick Print Color Sign			\$15.29									
	REMOPTOUT -Remote Services Opt Out Kit			\$0.00									
	TRIMBUFFR -Trim/Buffer Module			\$859.96									
	USBENABL2 -USB Enablement Kit			\$11.42									
	V31AHCF2 -Advanced High Cap Feeder			\$444.68									
	V802OHCF -V80 2 Tray Oversize High Cap Feeder			\$444.68									
	V80HCF -V80 High Capacity Feeder			\$76.44									
	V80OHCF -V80 1 Tray Oversize High Cap Feeder			\$280.91									
	VCZFOLD -CZ Fold Module Requires PR Finisher			\$156.70									
	VIGROUPA -FreeFlow VI Compose			\$136.44									
	VINTERPSR -Interposer w/PR Finisher			\$76.44									
	VPUNCH -Prodn Ready Punch 2/3 Hole			\$22.94									
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker			\$401.31									
	XLSSUPPRT -XLS Support Kit			\$21.79									
V180EXB1			36	\$690.56	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	EXCOMPOSE -Compose License Activation			\$57.33									
	EXFACI2 -FACI Furniture Stand Monitor Keybd Mouse			\$152.88									
	EXHDD -HDD Security Bay			\$38.03									
	GAPREM -GA Premium Edition			\$189.57									
	HUB5PORT -5 Port Hub			\$15.13									
	PROFILE4 -EFI Color Profiler 4.0			\$82.55									
V180EXP1			36	\$1,180.66	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	EXHDD -HDD Security Bay			\$38.03									
	GAPREM -GA Premium Edition			\$189.57									
	HUB5PORT -5 Port Hub			\$15.13									
V180EFI			36	\$372.76	0	0	\$0.0000	N/A	Yes	Yes	Yes	No	
	EXIMPOSE -Impose License Activation			\$97.47									
	HUB5PORT -5 Port Hub			\$15.13									
	PROFILE4 -EFI Color Profiler 4.0			\$82.55									

Region 4 ESC RFP 19-11													
Fair Market Value Lease Price Exhibit (11/1/2019)													
This price exhibit represents monthly bundled charge, including the base service amount. It is for example purposes on a sample of equipment at the time of this bid. Not all products are included, because many products have customized plans, depending on the end-user requirements. Only the purchase price exhibit will continually be updated as products are added.													
----- Periodic Base Charge -----													
Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
C405DN	VersaLink C405 Color Multifunction Printer, Print/Copy/Scan/Fax, Letter/Legal, Up to 36ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 50-Sheet DADF (Single-Pass Duplex), 110V, Solutions & Cloud Enabled	36	\$68.44	\$55.50	\$47.79	0	0	\$0.0204	\$0.1129	Yes	Yes	Yes	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MAY Choose One of the Following:												
	SIPR-RDR2 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR1 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	7RX -Productivity Kit with 320GB HDD		\$9.93	\$7.81	\$6.55								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	LB1 -550-Sheet Feeder Adjustable to A4/Legal		\$9.93	\$7.81	\$6.55								
	RFIDKIT2 -RFID Card Reader for C405		\$7.28	\$5.72	\$4.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	STNDSTORE -Stand with Storage		\$9.93	\$7.81	\$6.55								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C505S	VersaLink C505 Color Multifunction Printer, Print/Copy/Scan Letter/Legal, Up to 45ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 Bypass Tray, 100-Sheet DSPF, 110V, EIP, Metered	45	\$93.46	\$75.39	\$64.62	0	0	\$0.0193	\$0.1129	Yes	Yes	Yes	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR2 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	PRODUCTKT -Productivity Kit 250 Gb		\$6.62	\$5.20	\$4.35								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C505X	VersaLink C505 Color Multifunction Printer, Print/Copy/Scan/Fax Letter/Legal, Up to 45ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 Bypass Tray, 100-Sheet DSPF, 110V, EIP, Metered	45	\$105.13	\$84.56	\$72.29	0	0	\$0.0193	\$0.1129	Yes	Yes	Yes	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR2 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
C605X	VersaLink C605 Color Multifunction Printer, 55 ppm, with Duplexing, Scan, Copy, Print,Fax, with 250 GB Hard Disk Drive, Metered	55	\$134.31	\$107.49	\$91.51	0	0	\$0.0170	\$0.1015	Yes	Yes	Yes	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	-MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR2 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C605XL	VersaLink C605 Color Multifunction Printer, 55 ppm, with Duplexing, Scan, Copy, Print,Fax, long neck, Finisher or Mailbox Capable, with 250 GB Hard Disk Drive, Metered	55	\$134.31	\$107.49	\$91.51	0	0	\$0.0176	\$0.1021	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MUST Choose One of the Following												
	4XC -Finisher		\$16.59	\$13.03	\$10.92								
	5XC -Mailbox		\$16.59	\$13.03	\$10.92								
	-MAY Choose One of the Following:												
	SIPR-RDR4 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR3 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B7025D2	VersaLink B7025 Multifunction Printer with 110 sheet DADF, Desktop, Duplex, 1-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 25 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	25	\$112.45	\$90.52	\$77.46	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	PSSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray		\$3.32	\$2.61	\$2.19								
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIPFAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	ADDTRAY -Single Tray Module		\$9.98	\$7.83	\$6.57								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HDD70 -Optional Hard Disk Drive		\$13.29	\$10.45	\$8.75								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B7025S2	VersaLink B7025 Multifunction Printer with 110 Sheet DADF, Stand, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 25 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	25	\$143.26	\$114.74	\$97.74	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	PSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIPFAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B7025H2	VersaLink B7025 Multifunction Printer with 110 Sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to E-mail, Security (Disk Encryption and Image Overwrite), 25 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	25	\$160.14	\$128.00	\$108.87	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	PSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIPFAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B7030D2	VersaLink B7030 Multifunction Printer with 110 sheet DADF, Desktop, Duplex, 1-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 30 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	\$121.85	\$97.92	\$83.65	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	PSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								

	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray		\$3.32	\$2.61	\$2.19								
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIPFAX -Fax Over IP		\$21.41	\$16.82	\$14.10								

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								

	ADDTRAY -Single Tray Module		\$9.98	\$7.83	\$6.57								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HDD70 -Optional Hard Disk Drive		\$13.29	\$10.45	\$8.75								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B7030S2	VersaLink B7030 Multifunction Printer with 110 Sheet DADF, Stand, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 30 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	\$149.93	\$119.99	\$102.14	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	PSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								

	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIPFAX -Fax Over IP		\$21.41	\$16.82	\$14.10								

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B7030H2	VersaLink B7030 Multifunction Printer with 110 Sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to E-mail, Security (Disk Encryption and Image Overwrite), 30 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	\$164.69	\$131.59	\$111.86	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	PSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIPFAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B7035D2	VersaLink B7035 Multifunction Printer with 110 sheet DADF, Desktop, Duplex, 1-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 35 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	35	\$142.26	\$113.95	\$97.09	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	PSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray		\$3.32	\$2.61	\$2.19								
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIPFAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								

	ADDTRAY -Single Tray Module		\$9.98	\$7.83	\$6.57								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HDD70 -Optional Hard Disk Drive		\$13.29	\$10.45	\$8.75								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B7035S2	VersaLink B7035 Multifunction Printer with 110 Sheet DADF, Stand, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 35 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	35	\$169.21	\$135.14	\$114.84	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	PSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								

	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIPFAX -Fax Over IP		\$21.41	\$16.82	\$14.10								

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								

	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B7035H2	VersaLink B7035 Multifunction Printer with 110 Sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 35 PPM MFP Initialization Kit, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	35	\$183.97	\$146.74	\$124.55	0	0	\$0.0088	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	PSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								

	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIPFAX -Fax Over IP		\$21.41	\$16.82	\$14.10								

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								

	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B605S	VersaLink B605 B/W Multifunction Printer, Print/Copy/Scan Letter/Legal, Up to 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB Hard Disk Drive, 110V, EIP	58	\$87.62	\$70.79	\$60.76	0	0	\$0.0124	N/A	Yes	Yes	Yes	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								

	-MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR2 -Smart Card Reader		\$4.62	\$3.63	\$3.04								

	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B605SL	VersaLink B605 B/W Multifunction Printer, Print/Copy/Scan Letter/Legal, Up to 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB Hard Disk Drive, Fin and MB capable, 110V, EIP	58	\$87.62	\$70.79	\$60.76	0	0	\$0.0130	N/A	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								

	MUST Choose One of the Following												
	4XC -Finisher		\$16.59	\$13.03	\$10.92								
	5XC -Mailbox		\$16.59	\$13.03	\$10.92								

	-MAY Choose One of the Following:												
	SIPR-RDR4 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR3 -Smart Card Reader		\$4.62	\$3.63	\$3.04								

	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B605X	VersaLink B605 B/W Multifunction Printer, Print/Copy/Scan/Fax Letter/Legal, Up to 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB HARD DISK DRIVE, 110V, EIP	58	\$100.24	\$80.70	\$69.09	0	0	\$0.0124	N/A	Yes	Yes	Yes	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	-MAY Choose One of the Following:												
	SIPR-RDR3 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR2 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	-MAY Choose One of the Following:												
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B605XL	VersaLink B605 B/W Multifunction Printer, Print/Copy/Scan/Fax Letter/Legal, Up to 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB HARD DISK DRIVE, 110V, Fin and MB capable, EIP	58	\$100.24	\$80.70	\$69.09	0	0	\$0.0130	N/A	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MUST Choose One of the Following												
	4XC -Finisher		\$16.59	\$13.03	\$10.92								
	5XC -Mailbox		\$16.59	\$13.03	\$10.92								
	-MAY Choose One of the Following:												
	SIPR-RDR4 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR3 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	-MAY Choose One of the Following:												
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	PRODUCTKT -Productivity Kit 250 Gb		\$6.62	\$5.20	\$4.35								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B615XL	VersaLink B615 B/W Multifunction Printer, Print/Copy/Scan/Fax Letter/Legal, Up to 65ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150 bypass Tray, 100-Sheet DADF, 250 GB HARD DISK DRIVE, 110V, Fin and MB capable, EIP	65	\$126.90	\$101.66	\$86.64	0	0	\$0.0119	N/A	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MUST Choose One of the Following												
	4XC -Finisher		\$16.59	\$13.03	\$10.92								
	5XC -Mailbox		\$16.59	\$13.03	\$10.92								
	-MAY Choose One of the Following:												
	SIPR-RDR4 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR3 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	-MAY Choose One of the Following:												
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
B8045H2	AltaLink B8045 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	45	\$204.01	\$162.49	\$137.74	0	0	\$0.0085	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	OCT-B80 -Offset Catch Tray		\$2.66	\$2.09	\$1.75								
	OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport		\$17.02	\$13.37	\$11.20								
	OFCBM-B80 -Ofc Fin w Booklet Maker 50 Pg Stplr		\$53.84	\$42.32	\$35.46								
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								
	2HPLGL -2 Hole Punch Kit		\$3.83	\$3.00	\$2.52								
	3HOLEPCH -3-Hole Punch		\$3.83	\$3.00	\$2.52								
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf		\$7.48	\$5.88	\$4.93								
	ENVKIT2 -Envelope Tray 50 Capacity		\$4.22	\$3.32	\$2.78								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HICAPFDR -3300 Sheet High Capacity Feeder		\$21.14	\$16.62	\$13.92								
	MCAFEIEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-B80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WC59FI -Foreign Interface Device		\$3.72	\$2.93	\$2.45								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
B8055H2	AltaLink B8055 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	55	\$270.81	\$220.34	\$190.27	0	0	\$0.0062	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	OCT-B80 -Offset Catch Tray		\$2.66	\$2.09	\$1.75								
	OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport		\$17.02	\$13.37	\$11.20								
	OFCBM-B80 -Ofc Fin w Booklet Maker 50 Pg Stplr		\$53.84	\$42.32	\$35.46								
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								
	2HPLGL -2 Hole Punch Kit		\$3.83	\$3.00	\$2.52								
	3HOLEPCH -3-Hole Punch		\$3.83	\$3.00	\$2.52								
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf		\$7.48	\$5.88	\$4.93								
	ENVKIT2 -Envelope Tray 50 Capacity		\$4.22	\$3.32	\$2.78								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HICAPFDR -3300 Sheet High Capacity Feeder		\$21.14	\$16.62	\$13.92								
	MCAFEIEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-B80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WC59FI -Foreign Interface Device		\$3.72	\$2.93	\$2.45								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
B8065H2	AltaLink B8065 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	65	\$321.43	\$260.13	\$223.60	0	0	\$0.0062	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	HVFIN -HiVol Fin and Multi Position Stapler		\$45.70	\$35.92	\$30.09								
	HVFIN-BM -Hi Vol Fin w Saddle Stitch V-Fold		\$83.16	\$65.36	\$54.76								
	OCT-B80 -Offset Catch Tray		\$2.66	\$2.09	\$1.75								
	OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport		\$17.02	\$13.37	\$11.20								
	OFCBM-B80 -Ofc Fin w Booklet Maker 50 Pg Stplr		\$53.84	\$42.32	\$35.46								
	=====												
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								
	=====												
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								
	=====												
	2HPLGL -2 Hole Punch Kit		\$3.83	\$3.00	\$2.52								
	3HOLEPCH -3-Hole Punch		\$3.83	\$3.00	\$2.52								
	3HP-HVF -3-Hole Punch Kit for HVFIN/HVFIN-BM		\$8.31	\$6.54	\$5.47								
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf		\$7.48	\$5.88	\$4.93								
	ENVKIT2 -Envelope Tray 50 Capacity		\$4.22	\$3.32	\$2.78								
	HCF-SEF -11x17 Short Edge Feed for 3300 Sheet HCF		\$21.27	\$16.72	\$14.00								
	HCF-SEL -8.5x14 Short Edge Feed for 3300 Sheet HCF		\$21.27	\$16.72	\$14.00								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HICAPFDR -3300 Sheet High Capacity Feeder		\$21.14	\$16.62	\$13.92								
	INSRTHVF1 -Post-Process Inserter for HVF/HVF-BM		\$31.90	\$25.08	\$21.01								
	MCAFEIIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-B80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WC59FI -Foreign Interface Device		\$3.72	\$2.93	\$2.45								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
B8075H2	AltaLink B8075 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	75	\$367.94	\$297.76	\$255.94	0	0	\$0.0054	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	HVFIN -HiVol Fin and Multi Position Stapler		\$45.70	\$35.92	\$30.09								
	HVFIN-BM -Hi Vol Fin w Saddle Stitch V-Fold		\$83.16	\$65.36	\$54.76								
	OCT-B80 -Offset Catch Tray		\$2.66	\$2.09	\$1.75								
	OFC-B80 -Ofc Fin w 50 Pg Stplr and Horiz Xport		\$17.02	\$13.37	\$11.20								
	OFCBM-B80 -Ofc Fin w Booklet Maker 50 Pg Stplr		\$53.84	\$42.32	\$35.46								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								
	2HPLGL -2 Hole Punch Kit		\$3.83	\$3.00	\$2.52								
	3HOLEPCH -3-Hole Punch		\$3.83	\$3.00	\$2.52								
	3HP-HVF -3-Hole Punch Kit for HVFIN/HVFIN-BM		\$8.31	\$6.54	\$5.47								
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf		\$7.48	\$5.88	\$4.93								
	ENVKIT2 -Envelope Tray 50 Capacity		\$4.22	\$3.32	\$2.78								
	HCF-SEF -11x17 Short Edge Feed for 3300 Sheet HCF		\$21.27	\$16.72	\$14.00								
	HCF-SEL -8.5x14 Short Edge Feed for 3300 Sheet HCF		\$21.27	\$16.72	\$14.00								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HICAPFDR -3300 Sheet High Capacity Feeder		\$21.14	\$16.62	\$13.92								
	INSRTHVF1 -Post-Process Inserter for HVF/HVF-BM		\$31.90	\$25.08	\$21.01								
	MCAFEEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-B80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WC59FI -Foreign Interface Device		\$3.72	\$2.93	\$2.45								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
B8090H2	AltaLink B8090 Multifunctional Copier/Printer/Color Scanner with 200 Sheet SPDH, 4 trays (4,600 sheets), 100 sheet Bypass Tray, 4GB Memory, Network Accounting Enablement, Server Fax Enablement, Internet Fax, Data Security Kit (Image Overwrite, Encryption, McAfee Enhanced Security, Cisco TrustSec), EIP, Scanning Kit, PostScript, Xerox Copier Assistant Enablement, Initialization Kit. Billing Impression Mode Enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	90	\$411.98	\$332.37	\$284.93	0	0	\$0.0054	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	HVFIN -HiVol Fin and Multi Position Stapler		\$45.70	\$35.92	\$30.09								
	HVFIN-BM -Hi Vol Fin w Saddle Stitch V-Fold		\$83.16	\$65.36	\$54.76								
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								
	2HPLGL -2 Hole Punch Kit		\$3.83	\$3.00	\$2.52								
	3HP-HVF -3-Hole Punch Kit for HVFIN/HVFIN-BM		\$8.31	\$6.54	\$5.47								
	CONVSTPL3 -50 Sheet Convenience Stapler with Shelf		\$7.48	\$5.88	\$4.93								
	ENVKIT2 -Envelope Tray 50 Capacity		\$4.22	\$3.32	\$2.78								
	HCF-SEF -11x17 Short Edge Feed for 3300 Sheet HCF		\$21.27	\$16.72	\$14.00								
	HCF-SEL -8.5x14 Short Edge Feed for 3300 Sheet HCF		\$21.27	\$16.72	\$14.00								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HICAPFDR -3300 Sheet High Capacity Feeder		\$21.14	\$16.62	\$13.92								
	INSRTHVF1 -Post-Process Inserter for HVF/HVF-BM		\$31.90	\$25.08	\$21.01								
	MCAFEEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-B80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WC59FI -Foreign Interface Device		\$3.72	\$2.93	\$2.45								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
D95CP	D95 Copier/Printer with FCW UI C/P, UI Right Mount Kit, MSI Bypass Tray, USB Enablement, Customer Documentation & Software Kit, Nationalization Kit	95	\$463.52	\$364.33	\$305.22	0	0	\$0.0071	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	100PPMKIT -100 PPM Kit		\$0.00	\$0.00	\$0.00								
	MUST Choose One of the Following:												
	INSTSECUR -Secure Access Install		\$2.86	\$2.25	\$1.88								
	INSTSTD -Non-Secure Access Install		\$0.00	\$0.00	\$0.00								
	MUST Choose One of the Following:												
	MLA -D4 Stapler Finisher 2/3 Hole Punch		\$118.45	\$93.11	\$78.00								
	TKX -Booklet Finisher		\$212.97	\$167.40	\$140.24								
	MUST Choose One of the Following												
	BYPASS -Bypass Chute		\$8.38	\$6.59	\$5.52								
	HIGHCAPFD -High Capacity Feeder		\$59.83	\$47.02	\$39.39								
	OVRSZHCF -Oversized HCF		\$155.71	\$135.24	\$123.03								
	CAC-KIT -Common Access Card Enablement Kit		\$4.75	\$3.73	\$3.13								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GIGABIT -Gigabit Ethernet Kit		\$9.57	\$7.52	\$6.30								
	GROUNDESD -ESD Protection Kit		\$0.00	\$0.00	\$0.00								
	INTEGSFT -Integrated Square Fold Trimmer		\$301.25	\$247.50	\$215.44								
	LEFT-UI -Left UI Kit		\$2.83	\$2.22	\$1.86								
	MUA -D4 Z Folder		\$81.76	\$64.27	\$53.83								
	PDFKIT2 -PDF Kit		\$68.20	\$53.61	\$44.90								
	SECRWATR -Secure Watermark Kit		\$23.80	\$18.70	\$15.67								
	STAPLER2 -Convenience Stapler		\$7.14	\$5.62	\$4.70								
	USBHUB -USB HUB Kit		\$3.59	\$2.82	\$2.36								
D110CP	D110 Copier/Printer with Speed Badge, Initialization Kit (Dongle), Job Based Accounting, USB Enablement, FCW UI C/P, UI Right Mount Kit, MSI Bypass Tray, Customer Documentation & Software Kit	110	\$517.02	\$406.39	\$340.44	0	0	\$0.0071	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	INSTSECUR -Secure Access Install		\$2.86	\$2.25	\$1.88								
	INSTSTD -Non-Secure Access Install		\$0.00	\$0.00	\$0.00								
	MUST Choose at Least One of the Following:												
	INTERFACE -Interface Module		\$56.04	\$44.05	\$36.90								
	MLA -D4 Stapler Finisher 2/3 Hole Punch		\$118.45	\$93.11	\$78.00								
	STACKER -High Capacity Stacker		\$312.41	\$245.56	\$205.72								
	STDFINPLS -Partner Finishing Interface Module		\$316.61	\$259.56	\$225.56								
	TAPE-BIND -Tape Binder		\$478.06	\$402.51	\$357.48								
	TKX -Booklet Finisher		\$212.97	\$167.40	\$140.24								
	MUST Choose One of the Following												
	BYPASS -Bypass Chute		\$8.38	\$6.59	\$5.52								
	HIGHCAPFD -High Capacity Feeder		\$59.83	\$47.02	\$39.39								
	OVRSZHCF -Oversized HCF		\$155.71	\$135.24	\$123.03								
	OVRSZHF2 -2 Tray Oversized HCF		\$230.55	\$197.26	\$177.42								
	ADV-PUNCH -GBC Advanced Punch		\$291.00	\$242.64	\$213.81								
	CAC-KIT -Common Access Card Enablement Kit		\$4.75	\$3.73	\$3.13								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GIGABIT -Gigabit Ethernet Kit		\$9.57	\$7.52	\$6.30								
	GROUNDESD -ESD Protection Kit		\$0.00	\$0.00	\$0.00								
	HCSUIFA -ESD Protection Kit		\$0.00	\$0.00	\$0.00								
	INTEGSFT -Integrated Square Fold Trimmer		\$301.25	\$247.50	\$215.44								
	LEFT-UI -Left UI Kit		\$2.83	\$2.22	\$1.86								
	LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit		\$0.00	\$0.00	\$0.00								
	MUA -D4 Z Folder		\$81.76	\$64.27	\$53.83								
	NBV -Dolly		\$33.07	\$25.99	\$21.78								
	PDFKIT2 -PDF Kit		\$68.20	\$53.61	\$44.90								
	SECRWATR -Secure Watermark Kit		\$23.80	\$18.70	\$15.67								
	STAPLER2 -Convenience Stapler		\$7.14	\$5.62	\$4.70								
	USBHUB -USB HUB Kit		\$3.59	\$2.82	\$2.36								
D125CP	D125 Copier/Printer with Speed Badge, Initialization Kit (Dongle), Job Based Accounting, USB Enablement, FCW UI C/P, UI Right Mount Kit, MSI Bypass Tray, Customer Documentation & Software Kit, Nationalization Kit	125	\$724.25	\$569.27	\$476.90	0	0	\$0.0071	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	INSTSECUR -Secure Access Install		\$2.86	\$2.25	\$1.88								
	INSTSTD -Non-Secure Access Install		\$0.00	\$0.00	\$0.00								
	MUST Choose at Least One of the Following:												
	INTERFACE -Interface Module		\$56.04	\$44.05	\$36.90								
	MLA -D4 Stapler Finisher 2/3 Hole Punch		\$118.45	\$93.11	\$78.00								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	STACKER -High Capacity Stacker		\$312.41	\$245.56	\$205.72								
	STDFINPLS -Partner Finishing Interface Module		\$316.61	\$259.56	\$225.56								
	TAPE-BIND -Tape Binder		\$478.06	\$402.51	\$357.48								
	TKX -Booklet Finisher		\$212.97	\$167.40	\$140.24								

	MUST Choose One of the Following												
	BYPASS -Bypass Chute		\$8.38	\$6.59	\$5.52								
	HIGHCAPFD -High Capacity Feeder		\$59.83	\$47.02	\$39.39								
	OVRSZHCF -Oversized HCF		\$155.71	\$135.24	\$123.03								
	OVRSZHF2 -2 Tray Oversized HCF		\$230.55	\$197.26	\$177.42								

	ADV-PUNCH -GBC Advanced Punch		\$291.00	\$242.64	\$213.81								
	CAC-KIT -Common Access Card Enablement Kit		\$4.75	\$3.73	\$3.13								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GIGABIT -Gigabit Ethernet Kit		\$9.57	\$7.52	\$6.30								
	GROUNDES -ESD Protection Kit		\$0.00	\$0.00	\$0.00								
	HCSUIFA -ESD Protection Kit		\$0.00	\$0.00	\$0.00								
	INTEGSFT -Integrated Square Fold Trimmer		\$301.25	\$247.50	\$215.44								
	LEFT-UI -Left UI Kit		\$2.83	\$2.22	\$1.86								
	LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit		\$0.00	\$0.00	\$0.00								
	MUA -D4 Z Folder		\$81.76	\$64.27	\$53.83								
	NBV -Dolly		\$33.07	\$25.99	\$21.78								
	PDFKIT2 -PDF Kit		\$68.20	\$53.61	\$44.90								
	SECRWATR -Secure Watermark Kit		\$23.80	\$18.70	\$15.67								
	STAPLER2 -Convenience Stapler		\$7.14	\$5.62	\$4.70								
	USBHUB -USB HUB Kit		\$3.59	\$2.82	\$2.36								

D136CP	D136 Copier/Printer, Full Color Web UI, Initialization Kit, Interface Cooling Module, Power Cord, Job Based Accounting, USB Enablement, UI Right Mount Kit, Multi-Sheet Insert Bypass Tray, Cust Doc & software Kit, Nationalization Kit	136	\$831.78	\$723.12	\$658.35	0	0	\$0.0052	N/A	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	INSTSECUR -Secure Access Install		\$2.86	\$2.25	\$1.88								
	INSTSTD -Non-Secure Access Install		\$0.00	\$0.00	\$0.00								

	MUST Choose at Least One of the Following:												
	MLA -D4 Stapler Finisher 2/3 Hole Punch		\$118.45	\$93.11	\$78.00								
	STACKER -High Capacity Stacker		\$312.41	\$245.56	\$205.72								
	STDFINPLS -Partner Finishing Interface Module		\$316.61	\$259.56	\$225.56								
	TAPE-BIND -Tape Binder		\$478.06	\$402.51	\$357.48								
	TKX -Booklet Finisher		\$212.97	\$167.40	\$140.24								

	MUST Choose One of the Following												
	BYPASS -Bypass Chute		\$8.38	\$6.59	\$5.52								
	HICAP136 -High Capacity Feeder		\$59.83	\$47.02	\$39.39								
	OVRSZHF2 -2 Tray Oversized HCF		\$230.55	\$197.26	\$177.42								

	ADV-PUNCH -GBC Advanced Punch		\$291.00	\$242.64	\$213.81								
	CAC-KIT -Common Access Card Enablement Kit		\$4.75	\$3.73	\$3.13								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GIGABIT -Gigabit Ethernet Kit		\$9.57	\$7.52	\$6.30								
	GROUNDES -ESD Protection Kit		\$0.00	\$0.00	\$0.00								
	HCSUIFA -ESD Protection Kit		\$0.00	\$0.00	\$0.00								
	INTEGSFT -Integrated Square Fold Trimmer		\$301.25	\$247.50	\$215.44								
	LEFT-UI -Left UI Kit		\$2.83	\$2.22	\$1.86								
	LUI2TOHCF -Oversize HCF 2T FCW UI Mount Kit		\$0.00	\$0.00	\$0.00								
	MUA -D4 Z Folder		\$81.76	\$64.27	\$53.83								
	NBV -Dolly		\$33.07	\$25.99	\$21.78								
	PDFKIT2 -PDF Kit		\$68.20	\$53.61	\$44.90								
	SECRWATR -Secure Watermark Kit		\$23.80	\$18.70	\$15.67								
	STAPLER2 -Convenience Stapler		\$7.14	\$5.62	\$4.70								
	USBHUB -USB HUB Kit		\$3.59	\$2.82	\$2.36								

EFISERV	Fiery NX One Server for use with D95CP, D110CP or D125CP	NA	\$340.19	\$278.10	\$241.08	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	1DRHDD -One Drive External HDD Option		\$74.61	\$58.64	\$49.13								
	ENETHUB -Ethernet Hub Option		\$16.45	\$12.93	\$10.83								
	EXCOMPOSE -Compose License Activation		\$49.86	\$39.19	\$32.83								
	EXIMPOSE -Impose License Activation		\$84.75	\$66.62	\$55.80								
	NX1STATN -NX One Station Option		\$89.23	\$70.14	\$58.76								

FFSRVR136	D136 Xerox Freeflow Print Server available for use with D136CP (optional), D136PRT (required)	NA	\$0.00	\$0.00	\$0.00	0	0	\$0.0000	N/A	Yes	No	No	No
	MUST Choose One of the Following:												
	CP136NBL -D136 CP Server License		\$0.00	\$0.00	\$0.00								
	P136NBL -D136 Printer Server License		\$0.00	\$0.00	\$0.00								

	B5L -Controller Stand		\$8.31	\$6.54	\$5.47								
	IPDSSW1 -IPDS S/W License		\$864.71	\$722.47	\$637.69								
	LCDSSW -LCDS Software License		\$374.26	\$320.92	\$289.14								
	NWT -FreeFlow Designer S/W & License		\$127.11	\$108.47	\$97.36								
	VIGROUPA -FreeFlow VI Compose		\$126.47	\$112.25	\$103.77								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
C7020D2	VersaLink C7020 Color Multifunction Desktop Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Mult-pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	20	\$126.87	\$102.94	\$88.66	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	POSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray		\$3.32	\$2.61	\$2.19								
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIP-FAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	ADDTRAY -Single Tray Module		\$9.98	\$7.83	\$6.57								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HDD70 -Optional Hard Disk Drive		\$13.29	\$10.45	\$8.75								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C7020S2	VersaLink C7020 Color Multifunction Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Mult-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	20	\$147.29	\$118.97	\$102.10	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	POSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIP-FAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C7020T2	VersaLink C7020 Color Multifunction Printer with 4 Tray Module (4x520 sheets), 100 Sheet Bypass tray, 110 Sheet Mult-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	20	\$158.92	\$128.12	\$109.77	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	POSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIP-FAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C7025D2	VersaLink C7025 Color Multifunction Desktop Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Mult-pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	25	\$139.20	\$112.63	\$96.78	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	POSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray		\$3.32	\$2.61	\$2.19								
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIP-FAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	ADDTRAY -Single Tray Module		\$9.98	\$7.83	\$6.57								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HDD70 -Optional Hard Disk Drive		\$13.29	\$10.45	\$8.75								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C7025S2	VersaLink C7025 Color Multifunction Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	25	\$160.59	\$129.43	\$110.86	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	POSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIP-FAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C7025T2	VersaLink C7025 Color Multifunction Printer with 4 Tray Module (4x520 sheets), 100 Sheet Bypass tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	25	\$170.89	\$137.52	\$117.65	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	POSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIP-FAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C7030D2	VersaLink C7030 Color Multifunction Desktop Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Multi-pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	30	\$156.89	\$126.52	\$108.42	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	POSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	DUALCT -Dual Catch Tray		\$3.32	\$2.61	\$2.19								
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIP-FAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	ADDTRAY -Single Tray Module		\$9.98	\$7.83	\$6.57								
	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	HDD70 -Optional Hard Disk Drive		\$13.29	\$10.45	\$8.75								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C7030S2	VersaLink C7030 Color Multifunction Printer with 2 Tray Module (2x520 sheets), 100 Sheet Bypass Tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	30	\$172.62	\$138.88	\$118.78	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	POSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								
	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								
	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIP-FAX -Fax Over IP		\$21.41	\$16.82	\$14.10								
	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								

	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								

C7030T2	VersaLink C7030 Color Multifunction Printer with 4 Tray Module (4x520 sheets), 100 Sheet Bypass tray, 110 Sheet Multi-Pass DADF, OCT, EIP, Security (Disk Encryption and Image Overwrite), Searchable PDF, Network Accounting, STD Output Tray, Left Side Tray, Initialization Kit, 1 Additional Waste Toner Container Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter	30	\$185.28	\$148.83	\$127.12	0	0	\$0.0107	\$0.0610	Yes	Yes	Yes	Yes
	MUST Choose One of the Following:												
	NO-PS3 -No PostScript Needed		\$0.00	\$0.00	\$0.00								
	POSCRIPT3 -PostScript 3 Kit		\$10.77	\$8.46	\$7.09								

	MAY Choose One of the Following:												
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFFFINLX -Office Finisher LX with Filler		\$22.04	\$17.32	\$14.51								

	MAY Choose One of the Following:												
	FAX-1LIN -Embedded 1-Line Fax		\$14.32	\$11.26	\$9.43								
	FAX-3LIN -Embedded 3-Line Fax		\$29.87	\$23.49	\$19.68								
	FOIP-FAX -Fax Over IP		\$21.41	\$16.82	\$14.10								

	-MAY Choose One of the Following:												
	CARDRDR -Common Access Card Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								

	CNVSTPLR -Convenience Stapler and Work Surface		\$8.94	\$7.03	\$5.89								
	ENVELTRAY -Envelope Feeder Tray		\$7.14	\$5.62	\$4.70								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								

C8000DT	Versalink C8000DT; 12 x 18 Color Printer, 1200 x 2400 dpi, 45ppm Color/B&W, USB and Tthernet, 1.6 GHz Processor, 4 GB RAM, 2-Sided Printing, 5" Touchscreen, 110 Volt	45	\$110.40	\$92.13	\$81.23	0	0	\$0.0153	\$0.0981	Yes	No	No	Yes
	MAY Choose One of the Following:												
	BKMKRFIN -BR Booklet Maker Finisher (76B)		\$109.64	\$86.19	\$72.20								
	OFCFINSH -Office Finisher LX (3FA)		\$38.19	\$30.02	\$25.15								

	MAY Choose One of the Following:												
	CARDRDR -Common Access Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable Card Reader		\$12.28	\$10.50	\$9.45								
	May Choose any of the following:												
	2A3 -Two Tray Module		\$33.20	\$26.09	\$21.86								
	2A4 -Tandem Tray Module		\$43.17	\$33.93	\$28.42								
	2A5 -Minimum 320GB HDD		\$9.93	\$7.81	\$6.55								
	8EX -High Capacity Feeder		\$43.17	\$33.93	\$28.42								
	ENVLPTR -Envelope Tray		\$9.93	\$7.81	\$6.55								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C9000DT	Versalink C9000DT; 12 x 18 Color Printer, 1200 x 2400 dpi, 55ppm Color/B&W, USB and Ethernet, 1.6 GHz Processor, 4 GB Ram, 2-Sided Printing, 5" Touchscreen, 320 GB HD, 110 Volt	55	\$174.53	\$143.61	\$125.17	0	0	\$0.0153	\$0.1135	Yes	No	No	Yes
	MAY Choose One of the Following:												
	BKMKRFIN -BR Booklet Maker Finisher (76B)		\$109.64	\$86.19	\$72.20								
	OFCFINSH -Office Finisher LX (3FA)		\$38.19	\$30.02	\$25.15								
	MAY Choose One of the Following:												
	CARDRDR -Common Access Card Reader		\$1.96	\$1.54	\$1.29								
	SIPR-RDR1 -SIPRNet DoD Netwk Enable Card Reader		\$12.28	\$10.50	\$9.45								
	May Choose any of the following:												
	2A3 -Two Tray Module		\$33.20	\$26.09	\$21.86								
	2A4 -Tandem Tray Module		\$43.17	\$33.93	\$28.42								
	5B2 -Xerox Precise Color Management System		\$19.90	\$15.65	\$13.11								
	8EX -High Capacity Feeder		\$43.17	\$33.93	\$28.42								
	ENVLPTR -Envelope Tray		\$9.93	\$7.81	\$6.55								
	FIDKIT -Foreign Interface Kit		\$7.48	\$5.88	\$4.93								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	RFID70 -Integrated Programmable RFID Reader		\$10.28	\$8.72	\$7.79								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C9065	Xerox Color C9065 with 250 Sheet Single Pass DADF /TTM, 250 Sheet Bypass, Auto Duplex	65	\$330.81	\$269.65	\$233.20	0	0	\$0.0112	\$0.0519	Yes	No	No	Yes
	MUST Select One of the Following:												
	OFFSETRAY -Offset Catch Tray		\$13.29	\$10.45	\$8.75								
	PRBKMKFIN -PR Booklet Maker Finisher		\$379.03	\$308.62	\$266.66								
	PRFINPLUS -PR Standard Finisher Plus		\$448.82	\$363.49	\$312.61								
	PRSTNDFIN -Production Ready Finisher		\$280.98	\$231.55	\$202.09								
	V80BRBOOK -Business Ready Booklet Finisher		\$126.29	\$99.27	\$83.16								
	V80BRFIN -Business Ready Finisher with Hole Punch		\$73.11	\$57.47	\$48.15								

	BANFDKIT -Banner Feed Kit		\$16.25	\$12.78	\$10.70								
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK		\$79.93	\$62.82	\$52.63								
	CONVSTPL -Convenience Stapler		\$9.93	\$7.81	\$6.55								
	FAXLINE -1 Line Fax Kit		\$33.20	\$26.09	\$21.86								
	FAXSERVER -Server Fax Kit		\$32.90	\$25.86	\$21.67								
	FAXVOIP -VOIP Fax Kit		\$29.74	\$23.38	\$19.59								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GBCADVPUN -GBC Advanced Punch Pro		\$400.70	\$331.01	\$289.47								
	HCF1T -High Cap Feeder 1 Tray		\$66.47	\$52.25	\$43.77								
	HCF1TOVSZ -Hi Cap Feeder 1 Tray Over Size		\$256.01	\$220.49	\$199.31								
	HCF2TOVSZ -Hi Cap Feeder 2 Tray Over Size		\$402.33	\$341.92	\$305.91								
	MSIKIT -MSI Assembly Kit		\$41.84	\$32.89	\$27.56								
	NWT -FreeFlow Designer S/W & License		\$127.11	\$108.47	\$97.36								
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher		\$747.80	\$587.77	\$492.40								
	USBHUBKT -USB HUB Kit		\$4.99	\$3.92	\$3.28								
	VCZFOLD -CZ Fold Module Requires PR Finisher		\$136.26	\$107.10	\$89.73								
	VIGROUPD -FreeFlow VI Compose SW & License		\$126.47	\$112.25	\$103.77								
	VINTERPSR -Interposer w/PR Finisher		\$66.47	\$52.25	\$43.77								
	VPUNCH -Prodn Ready Punch 2/3 Hole		\$19.95	\$15.67	\$13.13								
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker		\$348.97	\$274.29	\$229.79								
C9065XLS	Xerox Color C9065XLS with 250 Sheet Single Pass DADF /TTM, 250 Sheet Bypass, Auto Duplex, BILLING IMPRESSION MODE ENABLED	65	\$330.81	\$269.65	\$233.20	0	0	\$0.0112	\$0.0519	Yes	No	No	Yes
	MUST Select One of the Following:												
	OFFSETRAY -Offset Catch Tray		\$13.29	\$10.45	\$8.75								
	PRBKMKFIN -PR Booklet Maker Finisher		\$379.03	\$308.62	\$266.66								
	PRFINPLUS -PR Standard Finisher Plus		\$448.82	\$363.49	\$312.61								
	PRSTNDFIN -Production Ready Finisher		\$280.98	\$231.55	\$202.09								
	V80BRBOOK -Business Ready Booklet Finisher		\$126.29	\$99.27	\$83.16								
	V80BRFIN -Business Ready Finisher with Hole Punch		\$73.11	\$57.47	\$48.15								

	BANFDKIT -Banner Feed Kit		\$16.25	\$12.78	\$10.70								
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK		\$79.93	\$62.82	\$52.63								
	CONVSTPL -Convenience Stapler		\$9.93	\$7.81	\$6.55								
	FAXLINE -1 Line Fax Kit		\$33.20	\$26.09	\$21.86								
	FAXSERVER -Server Fax Kit		\$32.90	\$25.86	\$21.67								
	FAXVOIP -VOIP Fax Kit		\$29.74	\$23.38	\$19.59								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GBCADVPUN -GBC Advanced Punch Pro		\$400.70	\$331.01	\$289.47								
	HCF1T -High Cap Feeder 1 Tray		\$66.47	\$52.25	\$43.77								
	HCF1TOVSZ -Hi Cap Feeder 1 Tray Over Size		\$256.01	\$220.49	\$199.31								
	HCF2TOVSZ -Hi Cap Feeder 2 Tray Over Size		\$402.33	\$341.92	\$305.91								
	MSIKIT -MSI Assembly Kit		\$41.84	\$32.89	\$27.56								
	NWT -FreeFlow Designer S/W & License		\$127.11	\$108.47	\$97.36								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher		\$747.80	\$587.77	\$492.40								
	USBHUBKT -USB HUB Kit		\$4.99	\$3.92	\$3.28								
	VCZFOLD -CZ Fold Module Requires PR Finisher		\$136.26	\$107.10	\$89.73								
	VIGROUPD -FreeFlow VI Compose SW & License		\$126.47	\$112.25	\$103.77								
	VINTERPSR -Interposer w/PR Finisher		\$66.47	\$52.25	\$43.77								
	VPUNCH -Prodn Ready Punch 2/3 Hole		\$19.95	\$15.67	\$13.13								
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker		\$348.97	\$274.29	\$229.79								
C9070	Xerox Color C9070 with 250 Sheet Single Pass DADF /TTM, 250 Sheet Bypass, Auto Duplex	70	\$387.98	\$314.59	\$270.84	0	0	\$0.0112	\$0.0519	Yes	No	No	Yes
	MUST Select One of the Following:												
	OFFSETRAY -Offset Catch Tray		\$13.29	\$10.45	\$8.75								
	PRBKMKFIN -PR Booklet Maker Finisher		\$379.03	\$308.62	\$266.66								
	PRFINPLUS -PR Standard Finisher Plus		\$448.82	\$363.49	\$312.61								
	PRSTNDFIN -Production Ready Finisher		\$280.98	\$231.55	\$202.09								
	V80BRBOOK -Business Ready Booklet Finisher		\$126.29	\$99.27	\$83.16								
	V80BRFIN -Business Ready Finisher with Hole Punch		\$73.11	\$57.47	\$48.15								

	BANFDKIT -Banner Feed Kit		\$16.25	\$12.78	\$10.70								
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK		\$79.93	\$62.82	\$52.63								
	CONVSTPL -Convenience Stapler		\$9.93	\$7.81	\$6.55								
	FAXLINE -1 Line Fax Kit		\$33.20	\$26.09	\$21.86								
	FAXSERVER -Server Fax Kit		\$32.90	\$25.86	\$21.67								
	FAXVOIP -VOIP Fax Kit		\$29.74	\$23.38	\$19.59								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GBCADVPUN -GBC Advanced Punch Pro		\$400.70	\$331.01	\$289.47								
	HCF1T -High Cap Feeder 1 Tray		\$66.47	\$52.25	\$43.77								
	HCF1TOVSZ -Hi Cap Feeder 1 Tray Over Size		\$256.01	\$220.49	\$199.31								
	HCF2TOVSZ -Hi Cap Feeder 2 Tray Over Size		\$402.33	\$341.92	\$305.91								
	MSKIT -MSI Assembly Kit		\$41.84	\$32.89	\$27.56								
	NWT -FreeFlow Designer S/W & License		\$127.11	\$108.47	\$97.36								
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher		\$747.80	\$587.77	\$492.40								
	USBHUBKT -USB HUB Kit		\$4.99	\$3.92	\$3.28								
	VCZFOLD -CZ Fold Module Requires PR Finisher		\$136.26	\$107.10	\$89.73								
	VIGROUPD -FreeFlow VI Compose SW & License		\$126.47	\$112.25	\$103.77								
	VINTERPSR -Interposer w/PR Finisher		\$66.47	\$52.25	\$43.77								
	VPUNCH -Prodn Ready Punch 2/3 Hole		\$19.95	\$15.67	\$13.13								
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker		\$348.97	\$274.29	\$229.79								
C9070XLS	Xerox Color C9070 with 250 Sheet Single Pass DADF /TTM, 250 Sheet Bypass, Auto Duplex, BILLING IMPRESSION MODE ENABLED	70	\$387.98	\$314.59	\$270.84	0	0	\$0.0112	\$0.0519	Yes	No	No	Yes
	MUST Select One of the Following:												
	OFFSETRAY -Offset Catch Tray		\$13.29	\$10.45	\$8.75								
	PRBKMKFIN -PR Booklet Maker Finisher		\$379.03	\$308.62	\$266.66								
	PRFINPLUS -PR Standard Finisher Plus		\$448.82	\$363.49	\$312.61								
	PRSTNDFIN -Production Ready Finisher		\$280.98	\$231.55	\$202.09								
	V80BRBOOK -Business Ready Booklet Finisher		\$126.29	\$99.27	\$83.16								
	V80BRFIN -Business Ready Finisher with Hole Punch		\$73.11	\$57.47	\$48.15								

	BANFDKIT -Banner Feed Kit		\$16.25	\$12.78	\$10.70								
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK		\$79.93	\$62.82	\$52.63								
	CONVSTPL -Convenience Stapler		\$9.93	\$7.81	\$6.55								
	FAXLINE -1 Line Fax Kit		\$33.20	\$26.09	\$21.86								
	FAXSERVER -Server Fax Kit		\$32.90	\$25.86	\$21.67								
	FAXVOIP -VOIP Fax Kit		\$29.74	\$23.38	\$19.59								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GBCADVPUN -GBC Advanced Punch Pro		\$400.70	\$331.01	\$289.47								
	HCF1T -High Cap Feeder 1 Tray		\$66.47	\$52.25	\$43.77								
	HCF1TOVSZ -Hi Cap Feeder 1 Tray Over Size		\$256.01	\$220.49	\$199.31								
	HCF2TOVSZ -Hi Cap Feeder 2 Tray Over Size		\$402.33	\$341.92	\$305.91								
	MSKIT -MSI Assembly Kit		\$41.84	\$32.89	\$27.56								
	NWT -FreeFlow Designer S/W & License		\$127.11	\$108.47	\$97.36								
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher		\$747.80	\$587.77	\$492.40								
	USBHUBKT -USB HUB Kit		\$4.99	\$3.92	\$3.28								
	VCZFOLD -CZ Fold Module Requires PR Finisher		\$136.26	\$107.10	\$89.73								
	VIGROUPD -FreeFlow VI Compose SW & License		\$126.47	\$112.25	\$103.77								
	VINTERPSR -Interposer w/PR Finisher		\$66.47	\$52.25	\$43.77								
	VPUNCH -Prodn Ready Punch 2/3 Hole		\$19.95	\$15.67	\$13.13								
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker		\$348.97	\$274.29	\$229.79								
DMPCTRL	DMP Integrated Controller	NA	\$182.21	\$143.45	\$120.32	0	0	\$0.0000	N/A	Yes	Yes	Yes	No

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	PS4DMPSVR -Postscript DMP		\$19.77	\$15.55	\$13.02								
ENTRYEFI	Xerox EX-c C9065/C9070 Print Server Fiery Entry Level DFE	NA	\$188.57	\$148.42	\$124.49	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		\$55.27	\$43.44	\$36.39								
	EFI-SPOT -EFI Spot On		\$27.42	\$21.55	\$18.05								
	HUB5PORT -5 Port Hub		\$13.16	\$10.35	\$8.67								
	PROFILE4 -EFI Color Profiler 4.0		\$71.79	\$56.43	\$47.27								
	X70FOLDER -Hotfolders/ Virtual Printers		\$26.46	\$20.79	\$17.42								
INTEGEFI	Xerox EX-I C9065/C9070 Print Server Fiery Integrated Plus DFE	NA	\$251.37	\$197.80	\$165.86	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	EFIPROPK -C60/70 EFI Productivity Package		\$199.41	\$156.74	\$131.31								
	EXCOMPOSE -Compose License Activation		\$49.86	\$39.19	\$32.83								
	EXIMPOSE -Impose License Activation		\$84.75	\$66.62	\$55.80								
	HUB5PORT -5 Port Hub		\$13.16	\$10.35	\$8.67								
	PROFILE4 -EFI Color Profiler 4.0		\$71.79	\$56.43	\$47.27								
STNDALEFI	Xerox EX C9065/C9070 Print Server Fiery Standalone NX Pro DFE	NA	\$432.31	\$340.02	\$285.00	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	EXCOMPOSE -Compose License Activation		\$49.86	\$39.19	\$32.83								
	EXFACI -Advanced FACI Kit		\$132.94	\$104.50	\$87.53								
	EXHDD -HDD Security Bay		\$33.07	\$25.99	\$21.78								
	EXIMPOSE -Impose License Activation		\$84.75	\$66.62	\$55.80								
	GAPREM -GA Premium Edition		\$164.85	\$129.57	\$108.55								
	HUB5PORT -5 Port Hub		\$13.16	\$10.35	\$8.67								
	PROFILE4 -EFI Color Profiler 4.0		\$71.79	\$56.43	\$47.27								
EC7836H2	WorkCentre EC7836 Multifunction Printer (35/35PPM) with High Capacity Tandem Tray (520 Sheet Tray, 2,000 Sheet A4/Letter), 520 Sheet Tray, 100 Sheet Bypass Tray, 2x250 Sheet OCT, 110-Sheet DADF (9XY), EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, Standard Output Tray, Left Side Tray, Nationalization Kit, 1 Waste Toner Container, Black Neutral Toner, Yellow Neutral Toner, Magenta Neutral Toner, and Cyan Neutral Toner. Billing Impression Mode Enabled. Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.	35	\$167.17	\$134.60	\$115.19	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	iSerFax1 -i-Series 1 Line Fax		\$12.73	\$10.01	\$8.38								
	iSerFax2 -i-Series 2 Line Fax		\$29.74	\$23.38	\$19.59								
	MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTDRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								
	MAY Choose One of the Following:												
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	MCAFEIEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	OFCFINRLX -Office Finisher		\$20.20	\$15.89	\$13.30								
	RFIDEMB78 -Integrated Programmable RFID Reader		\$12.93	\$10.81	\$9.55								
	STAPLERKT -Convenience Stapler With Work Surface		\$7.95	\$6.25	\$5.23								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
	YRC -Foreign Interface Kit		\$3.72	\$2.93	\$2.45								
EC7856H2	WorkCentre EC7856 Multifunction Printer (50/55PPM) with High Capacity Tandem Tray (520 Sheet Tray, 2,000 sheet A4/Letter), 520 sheet tray, 100 Sheet Bypass Tray, 2x250 Sheet OCT, 130-Sheet Single Pass DADF (2YA), EIP, Data Security, Job Based Accounting, PostScript, Full Network Scanning, Server Fax, iFax, Standard Output Tray, Left Side Tray, Nationalization Kit, 1 Waste Toner Container, Black Neutral Toner, Yellow Neutral Toner, Magenta Neutral Toner, and Cyan Neutral Toner. Billing Impression Mode Enabled. Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter.	55	\$190.51	\$154.02	\$132.27	0	0	\$0.0074	\$0.0610	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	iSerFax1 -i-Series 1 Line Fax		\$12.73	\$10.01	\$8.38								
	iSerFax2 -i-Series 2 Line Fax		\$29.74	\$23.38	\$19.59								
	MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTDRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	MCafeeIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	OFCFINRLX -Office Finisher		\$20.20	\$15.89	\$13.30								
	RFIDEMB78 -Integrated Programmable RFID Reader		\$12.93	\$10.81	\$9.55								
	STAPLERKT -Convenience Stapler With Work Surface		\$7.95	\$6.25	\$5.23								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
	YRC -Foreign Interface Kit		\$3.72	\$2.93	\$2.45								
C8030T2	AltaLink C8030 Color Multifunction Printer (30/30 PPM) with 130 Sheet Single-Pass DADF, 3 Tray Module (3x520 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	\$226.65	\$181.36	\$154.36	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport		\$63.78	\$50.14	\$42.00								
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport		\$39.08	\$30.72	\$25.73								
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFC-C80 -Office Finisher LX		\$20.20	\$15.89	\$13.30								
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTDRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								
	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord		\$86.41	\$67.92	\$56.90								
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		\$55.27	\$43.44	\$36.39								
	EFI-FLDER - EFI Hot Folders / Virtual Printers		\$33.07	\$25.99	\$21.78								
	EFI-PROF -EFI Profile Suite 4.X		\$73.11	\$57.47	\$48.15								
	EFISERV1 -DFI EFI Fiery Network Server		\$99.54	\$78.24	\$65.54								
	EFI-SPOT -EFI Spot On		\$27.42	\$21.55	\$18.05								
	ENVELTRY -Envelope Feeder Tray		\$6.35	\$4.99	\$4.18								
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		\$16.45	\$12.93	\$10.83								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	MCafeeIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-C80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	STAPLERKT -Convenience Stapler With Work Surface		\$7.95	\$6.25	\$5.23								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
	YRC -Foreign Interface Kit		\$3.72	\$2.93	\$2.45								
C8030H2	AltaLink C8030 Color Multifunction Printer (30/30 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	30	\$229.25	\$183.40	\$156.07	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport		\$63.78	\$50.14	\$42.00								
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport		\$39.08	\$30.72	\$25.73								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFC-C80 -Office Finisher LX		\$20.20	\$15.89	\$13.30								

	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								

	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord		\$86.41	\$67.92	\$56.90								
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		\$55.27	\$43.44	\$36.39								
	EFI-FLDER - EFI Hot Folders / Virtual Printers		\$33.07	\$25.99	\$21.78								
	EFI-PROF -EFI Profile Suite 4.X		\$73.11	\$57.47	\$48.15								
	EFISERV1 -DFI EFI Fiery Network Server		\$99.54	\$78.24	\$65.54								
	EFI-SPOT -EFI Spot On		\$27.42	\$21.55	\$18.05								
	ENVELTRY -Envelope Feeder Tray		\$6.35	\$4.99	\$4.18								
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		\$16.45	\$12.93	\$10.83								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	McAFEEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-C80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								

	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								

	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	STAPLERKT -Convenience Stapler With Work Surface		\$7.95	\$6.25	\$5.23								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
	YRC -Foreign Interface Kit		\$3.72	\$2.93	\$2.45								

C8035T2	AltaLink C8035 Color Multifunction Printer (35/35 PPM) with 130 Sheet Single-Pass DADF, 3 Tray Module (3x520 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	35	\$252.07	\$201.34	\$171.10	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes

	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport		\$63.78	\$50.14	\$42.00								
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport		\$39.08	\$30.72	\$25.73								
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFC-C80 -Office Finisher LX		\$20.20	\$15.89	\$13.30								

	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								

	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord		\$86.41	\$67.92	\$56.90								
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		\$55.27	\$43.44	\$36.39								
	EFI-FLDER - EFI Hot Folders / Virtual Printers		\$33.07	\$25.99	\$21.78								
	EFI-PROF -EFI Profile Suite 4.X		\$73.11	\$57.47	\$48.15								
	EFISERV1 -DFI EFI Fiery Network Server		\$99.54	\$78.24	\$65.54								
	EFI-SPOT -EFI Spot On		\$27.42	\$21.55	\$18.05								
	ENVELTRY -Envelope Feeder Tray		\$6.35	\$4.99	\$4.18								
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		\$16.45	\$12.93	\$10.83								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	McAFEEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-C80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								

	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	STAPLERKT -Convenience Stapler With Work Surface		\$7.95	\$6.25	\$5.23								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
	YRC -Foreign Interface Kit		\$3.72	\$2.93	\$2.45								
C8035H2	AltaLink C8035 Color Multifunction Printer (35/35 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	35	\$254.70	\$203.41	\$172.83	0	0	\$0.0086	\$0.0610	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport		\$63.78	\$50.14	\$42.00								
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport		\$39.08	\$30.72	\$25.73								
	INTFIN -Integrated Office Finisher		\$17.95	\$14.11	\$11.82								
	OFC-C80 -Office Finisher LX		\$20.20	\$15.89	\$13.30								
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								
	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord		\$86.41	\$67.92	\$56.90								
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		\$55.27	\$43.44	\$36.39								
	EFI-FLDER - EFI Hot Folders / Virtual Printers		\$33.07	\$25.99	\$21.78								
	EFI-PROF -EFI Profile Suite 4.X		\$73.11	\$57.47	\$48.15								
	EFISERV1 -DFI EFI Fiery Network Server		\$99.54	\$78.24	\$65.54								
	EFI-SPOT -EFI Spot On		\$27.42	\$21.55	\$18.05								
	ENVELTRY -Envelope Feeder Tray		\$6.35	\$4.99	\$4.18								
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		\$16.45	\$12.93	\$10.83								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	MCAFEIIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-C80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	STAPLERKT -Convenience Stapler With Work Surface		\$7.95	\$6.25	\$5.23								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
	YRC -Foreign Interface Kit		\$3.72	\$2.93	\$2.45								
C8045H2	AltaLink C8045 Color Multifunction Printer (45/45 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	45	\$283.89	\$227.43	\$193.77	0	0	\$0.0074	\$0.0610	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport		\$63.78	\$50.14	\$42.00								
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport		\$39.08	\$30.72	\$25.73								
	OFC-C80 -Office Finisher LX		\$20.20	\$15.89	\$13.30								
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								

	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord		\$86.41	\$67.92	\$56.90								
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		\$55.27	\$43.44	\$36.39								
	EFI-FLDER - EFI Hot Folders / Virtual Printers		\$33.07	\$25.99	\$21.78								
	EFI-PROF -EFI Profile Suite 4.X		\$73.11	\$57.47	\$48.15								
	EFISERV1 -DFI EFI Fiery Network Server		\$99.54	\$78.24	\$65.54								
	EFI-SPOT -EFI Spot On		\$27.42	\$21.55	\$18.05								
	ENVELTRY -Envelope Feeder Tray		\$6.35	\$4.99	\$4.18								
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		\$16.45	\$12.93	\$10.83								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	MCAFEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-C80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	STAPLERKT -Convenience Stapler With Work Surface		\$7.95	\$6.25	\$5.23								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
	YRC -Foreign Interface Kit		\$3.72	\$2.93	\$2.45								
C8055H2	AltaLink C8055 Color Multifunction Printer (50/55 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	55	\$328.57	\$262.54	\$223.17	0	0	\$0.0074	\$0.0610	Yes	Yes	Yes	Yes
	-MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport		\$63.78	\$50.14	\$42.00								
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport		\$39.08	\$30.72	\$25.73								
	OFC-C80 -Office Finisher LX		\$20.20	\$15.89	\$13.30								

	-MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								

	-MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								

	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord		\$86.41	\$67.92	\$56.90								
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		\$55.27	\$43.44	\$36.39								
	EFI-FLDER - EFI Hot Folders / Virtual Printers		\$33.07	\$25.99	\$21.78								
	EFI-PROF -EFI Profile Suite 4.X		\$73.11	\$57.47	\$48.15								
	EFISERV1 -DFI EFI Fiery Network Server		\$99.54	\$78.24	\$65.54								
	EFI-SPOT -EFI Spot On		\$27.42	\$21.55	\$18.05								
	ENVELTRY -Envelope Feeder Tray		\$6.35	\$4.99	\$4.18								
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		\$16.45	\$12.93	\$10.83								
	FINLX-3HP -2/3-Hole Punch		\$5.32	\$4.18	\$3.50								
	FINLX-BM -Booklet Maker Unit		\$16.98	\$13.35	\$11.18								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	MCAFEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-C80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	STAPLERKT -Convenience Stapler With Work Surface		\$7.95	\$6.25	\$5.23								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	YRC -Foreign Interface Kit		\$3.72	\$2.93	\$2.45								
C8070H2	AltaLink C8070 Color Multifunction Printer (70/70 PPM) with 130 Sheet Single-Pass DADF, high capacity tandem tray (2 trays x 520 sheets, trays 3 & 4 = 2,000 sheets), 100 Sheet Bypass Tray, Dual OCT (2x250), EIP, PostScript, Data Security, McAfee Embedded Security, Network Accounting, Scan-to / Print-from USB, NFC, Initialization Kit, 1 Additional Waste Toner Container, Billing Impression Mode enabled Each print made on this Equipment that is Larger than 145 Square Inches (e.g., 11 x 17 = 187 square inches) Will Register as 2 Prints on the Meter..	70	\$405.64	\$327.40	\$280.75	0	0	\$0.0068	\$0.0565	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	BRFB-C80 -BR Booklet w2/3 Hole & Horiz Xport		\$63.78	\$50.14	\$42.00								
	BRF-C80 -BR Finisher w2/3 Hole & Horiz Xport		\$39.08	\$30.72	\$25.73								
	MAY Choose One of the Following:												
	FAX-1LINE -1 Line Fax		\$12.73	\$10.01	\$8.38								
	FAX-2LINE -2 Line Fax		\$29.74	\$23.38	\$19.59								
	MAY Choose One of the Following:												
	SIPR-RDR -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMARTDRDR -CAC Reader and Enablement Kit		\$8.22	\$7.32	\$6.78								
	MAY Choose One of the Following:												
	CZFOLD80 -BR Finisher C/Z Fold Req Power Cord		\$86.41	\$67.92	\$56.90								
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		\$55.27	\$43.44	\$36.39								
	EFI-FLDER - EFI Hot Folders / Virtual Printers		\$33.07	\$25.99	\$21.78								
	EFI-PROF -EFI Profile Suite 4.X		\$73.11	\$57.47	\$48.15								
	EFISERV1 -DFI EFI Fiery Network Server		\$99.54	\$78.24	\$65.54								
	EFI-SPOT -EFI Spot On		\$27.42	\$21.55	\$18.05								
	ENVELTRY -Envelope Feeder Tray		\$6.35	\$4.99	\$4.18								
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		\$16.45	\$12.93	\$10.83								
	HCFB2W -High Capacity Feeder (2000 Sheet)		\$17.02	\$13.37	\$11.20								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	MCAFEIEIC -McAfee Integrity Control Enablement		\$10.60	\$8.34	\$6.98								
	RFID-C80 -Programmable RFID Card Reader		\$10.28	\$8.72	\$7.79								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	STAPLERKT -Convenience Stapler With Work Surface		\$7.95	\$6.25	\$5.23								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIRELESS -Wireless Print Kit		\$1.99	\$1.57	\$1.31								
	XPS-ENBL -XPS Enablement Kit		\$7.95	\$6.25	\$5.23								
	YRC -Foreign Interface Kit		\$3.72	\$2.93	\$2.45								
C70EFI2	Exi C70 E300 for the C60/C70	NA	\$208.14	\$163.81	\$137.39	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	EFIPROPK -C60/70 EFI Productivity Package		\$199.41	\$156.74	\$131.31								
	EXIMPOSE -Impose License Activation		\$84.75	\$66.62	\$55.80								
	HUB5PORT -5 Port Hub		\$13.16	\$10.35	\$8.67								
	PROFILE4 -EFI Color Profiler 4.0		\$71.79	\$56.43	\$47.27								
	X70FOLDER -Hotfolders/ Virtual Printers		\$26.46	\$20.79	\$17.42								
C70EX2	EXC70 FS200 Pro80 for the C60/C70	NA	\$432.31	\$340.02	\$285.00	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	EXCOMPOSE -Compose License Activation		\$49.86	\$39.19	\$32.83								
	EXFACI -Advanced FACI Kit		\$132.94	\$104.50	\$87.53								
	EXHDD -HDD Security Bay		\$33.07	\$25.99	\$21.78								
	EXIMPOSE -Impose License Activation		\$84.75	\$66.62	\$55.80								
	GAPREM -GA Premium Edition		\$164.85	\$129.57	\$108.55								
	HUB5PORT -5 Port Hub		\$13.16	\$10.35	\$8.67								
	PROFILE4 -EFI Color Profiler 4.0		\$71.79	\$56.43	\$47.27								
C70FFPS2	FREEFLOW Integrated Controller for the C60/C70	NA	\$206.81	\$162.77	\$136.51	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	SPECTROXR -Xrite Pro 2 Spectrophotometer		\$29.92	\$23.51	\$19.70								
	X56IPDS -IPDS		\$324.41	\$261.74	\$256.31								
C70OFCSRV	Integrated Controller for the C60/C70	NA	\$182.21	\$143.45	\$120.32	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	No Accessories		\$0.00	\$0.00	\$0.00								
XC60	Xerox Color C60 Printer w/ 250 Sheet Single Pass DADF, 250 Sheet Bypass, Auto Duplex	60	\$261.55	\$205.58	\$172.22	0	0	\$0.0102	\$0.0626	Yes	No	No	Yes
	MUST Choose One of the Following												
	C70BRBOOK -BR Booklet Maker w/ 2/3 Hole Punch		\$75.77	\$59.56	\$49.90								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	C70BRFIN -C60/70 BR Finisher w/ 2/3 Hole Punch		\$43.87	\$34.48	\$28.89								
	C70OCT -OCT for C60/70		\$13.29	\$10.45	\$8.75								

	B2W -C60/70 Letter size HCF		\$42.54	\$33.44	\$28.01								
	BIANCODIG -BiancoDigitale Software		\$41.04	\$32.26	\$27.03								
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK		\$79.93	\$62.82	\$52.63								
	C70FAX -1 Line Fax kit		\$19.90	\$15.65	\$13.11								
	C70FAXSRV -Server Fax Kit Option		\$19.74	\$15.52	\$13.00								
	C70FAXVOI -VOIP Fax option		\$17.84	\$14.02	\$11.75								
	C70OHCF -C60/70 Single Tray OHCF		\$139.74	\$120.53	\$109.09								
	CACNABLE -Common Access Card Enable		\$6.62	\$5.20	\$4.35								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	MUA -D4 Z Folder		\$81.76	\$64.27	\$53.83								
	NWT -FreeFlow Designer S/W & License		\$127.11	\$108.47	\$97.36								
	PS4OFCSRVR -Post Script for Integrated Color Server		\$11.83	\$9.30	\$7.79								
	QPSIGN -Quick Print Color Sign		\$13.29	\$10.45	\$8.75								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	USBHUBKIT -USB HUB KIT		\$2.99	\$2.35	\$1.97								
	VIGROUPD -FreeFlow VI Compose SW & License		\$126.47	\$112.25	\$103.77								
	VIVIDHW -Vivid Toner Kit		\$292.30	\$229.76	\$192.47								
	X56STAPLR -XC550/560 Convenience Stapler		\$5.98	\$4.70	\$3.94								
	X70GBC -X700 GBC Punch		\$281.00	\$232.64	\$203.81								
	X70SQFOLD -X700 Square Fold Trimmer		\$329.18	\$269.44	\$233.83								
XC70	Xerox Color C70 Printer w/ 250 Sheet Single Pass DADF, 250 Sheet Bypass, Auto Duplex	70	\$314.73	\$247.38	\$207.23	0	0	\$0.0102	\$0.0626	Yes	No	No	Yes
	MUST Choose One of the Following												
	C70BRBOOK -BR Booklet Maker w/ 2/3 Hole Punch		\$75.77	\$59.56	\$49.90								
	C70BRFIN -C60/70 BR Finisher w/ 2/3 Hole Punch		\$43.87	\$34.48	\$28.89								
	C70OCT -OCT for C60/70		\$13.29	\$10.45	\$8.75								

	B2W -C60/70 Letter size HCF		\$42.54	\$33.44	\$28.01								
	BIANCODIG -BiancoDigitale Software		\$41.04	\$32.26	\$27.03								
	BRCZFOLD -for C70/V80BRFIN or C70/V80BRBOOK		\$79.93	\$62.82	\$52.63								
	C70FAX -1 Line Fax kit		\$19.90	\$15.65	\$13.11								
	C70FAXSRV -Server Fax Kit Option		\$19.74	\$15.52	\$13.00								
	C70FAXVOI -VOIP Fax option		\$17.84	\$14.02	\$11.75								
	C70OHCF -C60/70 Single Tray OHCF		\$139.74	\$120.53	\$109.09								
	CACNABLE -Common Access Card Enable		\$6.62	\$5.20	\$4.35								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	MUA -D4 Z Folder		\$81.76	\$64.27	\$53.83								
	NWT -FreeFlow Designer S/W & License		\$127.11	\$108.47	\$97.36								
	PS4OFCSRVR -Post Script for Integrated Color Server		\$11.83	\$9.30	\$7.79								
	QPSIGN -Quick Print Color Sign		\$13.29	\$10.45	\$8.75								
	SCN2SE25 -Scan to PC Desktop 25 Seats		\$8.84	\$6.95	\$5.82								
	SCNPRO25 -Scan to PC Desktop PRO 25 Seats		\$44.93	\$35.32	\$29.59								
	USBHUBKIT -USB HUB KIT		\$2.99	\$2.35	\$1.97								
	VIGROUPD -FreeFlow VI Compose SW & License		\$126.47	\$112.25	\$103.77								
	VIVIDHW -Vivid Toner Kit		\$292.30	\$229.76	\$192.47								
	X56STAPLR -XC550/560 Convenience Stapler		\$5.98	\$4.70	\$3.94								
	X70GBC -X700 GBC Punch		\$281.00	\$232.64	\$203.81								
	X70SQFOLD -X700 Square Fold Trimmer		\$329.18	\$269.44	\$233.83								
B400DN	VersaLink B400 B/W Printer, Letter/Legal, up to 47PPM, , USB, Ethernet, 550-Sheet Paper Tray, 150-Sheet Multipurpose Tray, 110V	47	\$27.62	\$22.78	\$19.89	0	0	\$0.0147	N/A	Yes	No	No	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								

	-MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR4 -Smart Card Reader		\$4.62	\$3.63	\$3.04								

	6RX -Productivity Kit with 16GB SSD		\$9.93	\$7.81	\$6.55								
	CARDMNT -Smart Card Mounting Hardware		\$1.29	\$1.01	\$0.85								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	PHTRAY1 -550 Sheet Feeder		\$5.02	\$3.94	\$3.30								
	PHTRAY2 -550 Sheet Feeder		\$5.02	\$3.94	\$3.30								
	PHTRAY3 -550 Sheet Feeder		\$5.02	\$3.94	\$3.30								
	RFIDKIT -RFID Kit		\$7.28	\$5.72	\$4.79								
	STNDSTORE -Stand with Storage		\$9.93	\$7.81	\$6.55								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
B405DN	VersaLink B405 B/W Multifunction Printer, Print/Copy/Scan/Fax , Letter/Legal, up to 47PPM, 2-Sided Print, USB/Ethernet, 550-Sheet Paper Tray, 150-Sheet Multipurpose Tray, 60-Sht DADF (Single-Pass Duplex), 110V	47	\$63.96	\$51.75	\$44.50	0	0	\$0.0147	N/A	Yes	Yes	Yes	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MAY Choose One of the Following:												
	SIPR-RDR2 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR1 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	6RX -Productivity Kit with 16GB SSD		\$9.93	\$7.81	\$6.55								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	HC-KNO2 -Healthcare MFP (8XC)		\$15.26	\$12.42	\$10.73								
	RFIDKIT2 -RFID Card Reader for C405		\$7.28	\$5.72	\$4.79								
	SCN2SE-5 -Scan to PC Desktop 5 Seat Licenses		\$8.84	\$6.95	\$5.82								
	SCNPRO5 -Scan to PC Desktop PRO 5 Seats		\$29.55	\$23.22	\$19.45								
	STNDSTORE -Stand with Storage		\$9.93	\$7.81	\$6.55								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WCTRAY1 -550 Sheet Feeder		\$5.02	\$3.94	\$3.30								
	WCTRAY2 -550 Sheet Feeder		\$5.02	\$3.94	\$3.30								
	WCTRAY3 -550 Sheet Feeder		\$5.02	\$3.94	\$3.30								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B600DN	VersaLink B600 B/W Printer, Letter/Legal, 58ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, EIP. FIN and MB capable.	58	\$32.88	\$27.34	\$24.04	0	0	\$0.0130	N/A	Yes	No	No	Yes
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MAY Choose One of the Following:												
	4XC -Finisher		\$16.59	\$13.03	\$10.92								
	5XC -Mailbox		\$16.59	\$13.03	\$10.92								
	MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR4 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	CARDMNT -Smart Card Mounting Hardware		\$1.29	\$1.01	\$0.85								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	PRODUCTKT -Productivity Kit 250 Gb		\$6.62	\$5.20	\$4.35								
	RFIDKIT1 -External RFID Kit Reader		\$10.28	\$8.72	\$7.79								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
B610DN	VersaLink B610 B/W Printer, Letter/Legal, 65ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, EIP. FIN and MB capable.	65	\$39.30	\$32.39	\$28.27	0	0	\$0.0119	N/A	Yes	No	No	Yes
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MAY Choose One of the Following:												
	4XC -Finisher		\$16.59	\$13.03	\$10.92								
	5XC -Mailbox		\$16.59	\$13.03	\$10.92								
	MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR4 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	CARDMNT -Smart Card Mounting Hardware		\$1.29	\$1.01	\$0.85								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	PRODUCTKT -Productivity Kit 250 Gb		\$6.62	\$5.20	\$4.35								
	RFIDKIT1 -External RFID Kit Reader		\$10.28	\$8.72	\$7.79								
	UNICODE -Xerox International Print Kit		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C400DN	VersaLink C400 Color Printer, Letter/Legal, Up to 36ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, Solutions & Cloud Enabled	36	\$26.89	\$22.42	\$19.76	0	0	\$0.0204	\$0.1129	Yes	No	No	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR4 -Smart Card Reader		\$4.62	\$3.63	\$3.04								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	7RX -Productivity Kit with 320GB HDD		\$9.93	\$7.81	\$6.55								
	CARDMNT -Smart Card Mounting Hardware		\$1.29	\$1.01	\$0.85								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	LB1 -550-Sheet Feeder Adjustable to A4/Legal		\$9.93	\$7.81	\$6.55								
	RFIDKIT -RFID Kit		\$7.28	\$5.72	\$4.79								
	STNDSTORE -Stand with Storage		\$9.93	\$7.81	\$6.55								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C500DN	VersaLink C500 Color Printer, Letter/Legal, 45ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, EIP, Metered	45	\$60.68	\$49.19	\$42.35	0	0	\$0.0193	\$0.1129	Yes	Yes	Yes	No
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	-MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR4 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	CARDMNT -Smart Card Mounting Hardware		\$1.29	\$1.01	\$0.85								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	PRODUCTKT -Productivity Kit 250 Gb		\$6.62	\$5.20	\$4.35								
	RFIDKIT1 -External RFID Kit Reader		\$10.28	\$8.72	\$7.79								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
C600DN	VersaLink C600 Color Printer, Letter/Legal, 55ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 110V, EIP, Metered	55	\$71.59	\$57.76	\$49.52	0	0	\$0.0176	\$0.1021	Yes	Yes	Yes	Yes
	MAY Choose One of the Following:												
	DRCINST -Carrier Delivery & Install		\$2.36	\$1.86	\$1.55								
	MUST Choose One of the Following												
	4XC -Finisher		\$16.59	\$13.03	\$10.92								
	5XC -Mailbox		\$16.59	\$13.03	\$10.92								
	-MAY Choose One of the Following:												
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader		\$12.28	\$10.50	\$9.45								
	SMRT-RDR4 -Smart Card Reader		\$4.62	\$3.63	\$3.04								
	6XC -Caster Base For 3 Or 4 Trays		\$6.62	\$5.20	\$4.35								
	7WA -High Capacity Feeder		\$21.57	\$16.96	\$14.20								
	8WA -550 Sheet Feeder		\$9.93	\$7.81	\$6.55								
	AQQ -Stand with Storage (on casters)		\$8.28	\$6.50	\$5.45								
	CARDMNT -Smart Card Mounting Hardware		\$1.29	\$1.01	\$0.85								
	FORNINTR -Foreign Interface Device		\$11.60	\$9.12	\$7.64								
	PRODUCTKT -Productivity Kit 250 Gb		\$6.62	\$5.20	\$4.35								
	RFIDKIT1 -External RFID Kit Reader		\$10.28	\$8.72	\$7.79								
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		\$6.35	\$4.99	\$4.18								
	WIFIVL -Wireless Accessory		\$1.63	\$1.28	\$1.08								
V180B	MUST Choose One of the Following:		\$825.11	\$703.98	\$631.77	0	0	\$0.0137	\$0.0495	Yes	No	No	Yes
	V31BOOK -Prodn Ready Booklet Maker Finisher		\$312.56	\$256.38	\$222.89								
	V31FIN -Prodn Ready Std Finisher		\$214.52	\$179.31	\$158.33								
	V31FINP -Prodn Ready Std Finisher PLUS		\$382.36	\$311.23	\$268.85								
	V31HCS -High Capacity Stacker		\$440.51	\$356.96	\$307.14								
	V80BRBOOK -Business Ready Booklet Finisher		\$126.29	\$99.27	\$83.16								
	V80BRFIN -Business Ready Finisher with Hole Punch		\$73.11	\$57.47	\$48.15								
	V80OCT -Offset Catch Tray		\$9.98	\$7.83	\$6.57								
	CACNABLE -Common Access Card Enable		\$6.62	\$5.20	\$4.35								
	CONVSTPL -Convenience Stapler		\$9.93	\$7.81	\$6.55								
	DBLPUNUP -Double Punch Upgrade to Adv Punch Pro		\$8.31	\$6.54	\$5.47								
	ENVELKIT -Envelope Support Kit		\$8.31	\$6.54	\$5.47								
	ENVELKIT2 - Envelope Support Kit		\$8.31	\$6.54	\$5.47								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GBCADVPUN -GBC Advanced Punch Pro		\$400.70	\$331.01	\$289.47								
	HCSUIKIT -HCS UI Fixed Angle Kit		\$0.00	\$0.00	\$0.00								
	INTRFMOD -IDM Interface Decurler Module		\$66.47	\$52.25	\$43.77								
	NBV -Dolly		\$33.07	\$25.99	\$21.78								
	NETACCTNG -Network Accounting Kit		\$4.99	\$3.92	\$3.28								
	NWT -FreeFlow Designer S/W & License		\$127.11	\$108.47	\$97.36								
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher		\$747.80	\$587.77	\$492.40								
	QPSIGN -Quick Print Color Sign		\$13.29	\$10.45	\$8.75								
	REMOPTOUT -Remote Services Opt Out Kit		\$0.00	\$0.00	\$0.00								
	TRIMBUFR -Trim/Buffer Module		\$747.80	\$587.77	\$492.40								

Product	Descriptions/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Cust Ed Included	Consulting Svcs Included	Staples Included
	USBENABL2 -USB Enablement Kit		\$9.93	\$7.81	\$6.55								
	V31AHCF2 -Advanced High Cap Feeder		\$402.33	\$341.92	\$305.91								
	V802OHCF -V80 2 Tray Oversize High Cap Feeder		\$402.33	\$341.92	\$305.91								
	V80HCF -V80 High Capacity Feeder		\$66.47	\$52.25	\$43.77								
	V80OHCF -V80 1 Tray Oversize High Cap Feeder		\$256.01	\$220.49	\$199.31								
	VCZFOLD -CZ Fold Module Requires PR Finisher		\$136.26	\$107.10	\$89.73								
	VIGROUPA -FreeFlow VI Compose		\$126.47	\$112.25	\$103.77								
	VINTERPSR -Interposer w/PR Finisher		\$66.47	\$52.25	\$43.77								
	VPUNCH -Prodn Ready Punch 2/3 Hole		\$19.95	\$15.67	\$13.13								
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker		\$348.97	\$274.29	\$229.79								
	XLSSUPPRT -XLS Support Kit		\$18.95	\$14.89	\$12.48								
V180P			\$1,131.38	\$956.90	\$852.90	0	0	\$0.0137	\$0.0495	Yes	No	No	Yes
	MUST Choose One of the Following:												
	V31BOOK -Prodn Ready Booklet Maker Finisher		\$312.56	\$256.38	\$222.89								
	V31FIN -Prodn Ready Std Finisher		\$214.52	\$179.31	\$158.33								
	V31FINP -Prodn Ready Std Finisher PLUS		\$382.36	\$311.23	\$268.85								
	V31HCS -High Capacity Stacker		\$440.51	\$356.96	\$307.14								
	=====												
	CACNABLE -Common Access Card Enable		\$6.62	\$5.20	\$4.35								
	CONVSTPL -Convenience Stapler		\$9.93	\$7.81	\$6.55								
	DBLPUNUP -Double Punch Upgrade to Adv Punch Pro		\$8.31	\$6.54	\$5.47								
	ENVELKIT -Envelope Support Kit		\$8.31	\$6.54	\$5.47								
	ENVELKIT2 - Envelope Support Kit		\$8.31	\$6.54	\$5.47								
	FIDEVICE2 -Foreign Interface Device		\$3.99	\$3.14	\$2.62								
	GBCADVPUN -GBC Advanced Punch Pro		\$400.70	\$331.01	\$289.47								
	HCSUIKIT -HCS UI Fixed Angle Kit		\$0.00	\$0.00	\$0.00								
	NBV -Dolly		\$33.07	\$25.99	\$21.78								
	NETACTNG -Network Accounting Kit		\$4.99	\$3.92	\$3.28								
	NWT -FreeFlow Designer S/W & License		\$127.11	\$108.47	\$97.36								
	PRTRIM -Crease/2 SideTrimMod w/V31FIN/PR Finisher		\$747.80	\$587.77	\$492.40								
	QPSIGN -Quick Print Color Sign		\$13.29	\$10.45	\$8.75								
	REMOPTOUT -Remote Services Opt Out Kit		\$0.00	\$0.00	\$0.00								
	TRIMBUFR -Trim/Buffer Module		\$747.80	\$587.77	\$492.40								
	USBENABL2 -USB Enablement Kit		\$9.93	\$7.81	\$6.55								
	V31AHCF2 -Advanced High Cap Feeder		\$402.33	\$341.92	\$305.91								
	V802OHCF -V80 2 Tray Oversize High Cap Feeder		\$402.33	\$341.92	\$305.91								
	V80HCF -V80 High Capacity Feeder		\$66.47	\$52.25	\$43.77								
	V80OHCF -V80 1 Tray Oversize High Cap Feeder		\$256.01	\$220.49	\$199.31								
	VCZFOLD -CZ Fold Module Requires PR Finisher		\$136.26	\$107.10	\$89.73								
	VIGROUPA -FreeFlow VI Compose		\$126.47	\$112.25	\$103.77								
	VINTERPSR -Interposer w/PR Finisher		\$66.47	\$52.25	\$43.77								
	VPUNCH -Prodn Ready Punch 2/3 Hole		\$19.95	\$15.67	\$13.13								
	VSQFLDTRM -Square Fold Trimmer for PR Book Maker		\$348.97	\$274.29	\$229.79								
	XLSSUPPRT -XLS Support Kit		\$18.95	\$14.89	\$12.48								
V180EXB1			\$613.01	\$482.04	\$403.98	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	EXCOMPOSE -Compose License Activation		\$49.86	\$39.19	\$32.83								
	EXFACI2 -FACI Furniture Stand Monitor Keybd Mouse		\$132.94	\$104.50	\$87.53								
	EXHDD -HDD Security Bay		\$33.07	\$25.99	\$21.78								
	GAPREM -GA Premium Edition		\$164.85	\$129.57	\$108.55								
	HUB5PORT -5 Port Hub		\$13.16	\$10.35	\$8.67								
	PROFILE4 -EFI Color Profiler 4.0		\$71.79	\$56.43	\$47.27								
V180EXP1			\$1,058.52	\$832.23	\$697.35	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	EXHDD -HDD Security Bay		\$33.07	\$25.99	\$21.78								
	GAPREM -GA Premium Edition		\$164.85	\$129.57	\$108.55								
	HUB5PORT -5 Port Hub		\$13.16	\$10.35	\$8.67								
V180EFI			\$332.14	\$261.27	\$219.04	0	0	\$0.0000	N/A	Yes	Yes	Yes	No
	EXIMPOSE -Impose License Activation		\$84.75	\$66.62	\$55.80								
	HUB5PORT -5 Port Hub		\$13.16	\$10.35	\$8.67								
	PROFILE4 -EFI Color Profiler 4.0		\$71.79	\$56.43	\$47.27								

Attachment C. Xerox U.S. Sales Offices

Xerox Government, Healthcare and Education

Xerox Direct Enterprise

Region	VP Sales	Email
Southeast	Steve Pitts	Steve.Pitts@Xerox.com
Mid America	Jorge Galindez	Jorge.Galindez@Xerox.com
Northeast	Chris Goodwin	Chris.Goodwin@Xerox.com
TX/OK	Kelly Grotheer	Kelly.Grotheer@Xerox.com
West	Andy Jones	Andy.Jones@Xerox.com

Xerox Authorized Agents

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
SMART DOCUMENT SOLUTIONS (SOUTH I)	TRACEY	ARVIEUX	PO BOX 86	SAFFORD	AZ	85548
ADVANCED XEROGRAPHICS	RAYMOND	BURT	307 S. MAIN STREET	UKIAH	CA	95482
SMART DOCUMENT SOLUTIONS - (LAKE HAVASU)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
COPIERS PLUS	KRIS	SMITH	218 NORTH MAIN, SUITE 1	MONTICELLO	IN	47960
NORTHEAST OFFICE EQUIPMENT	JIM	CHIAACCHIERO	1520 W. 13TH STREET	ASHTABULA	OH	44004
PENDRED OFFICE MACHINES	MICHAEL	PENDRED	1233 N. MISSION	MT. PLEASANT	MI	48858
DIGITAL DOCUMENT SOLUTIONS	LANNY	LEONARD	324 NO. MCPHERSON CHURCH ROAD - 2ND FL	FAYETTEVILLE	NC	28303
AMERICAN BUSINESS CENTER MPS, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	6624-C GORDON ROAD	WILMINGTON	NC	28411
COPIERS ETC.	PEGGY ANN	BRANNON	148 SOUTH DOROUGH ROAD	CORDELE	GA	31015
XDOS, INC.	HAROLD	NIXON	18 EAST LIBERTY STREET	SUMTER	SC	29150
ADVANTAGE BUSINESS PRODUCTS	RANDY	KIDWELL	2064 S. WESTERN AVENUE	SPRINGFIELD	MO	65807
PROFESSIONAL OFFICE PRODUCTS, INC. (II)	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
LEESBURG OFFICE EQUIPMENT, INC. (II)	SARAH	COSTELLO	2006 LAFAYETTE BLVD STE#204	FREDERICKSBURG	VA	22401
QUALITY QUICKLY	BRIAN	MARSHALL	945 3rd AVE SE SUITE 103	HICKORY	NC	28602
RYDER BROTHERS STATIONERY	RANDY	DODSON	1735 MAIN STREET	BAKER CITY	OR	97814
BUSINESS EQUIPMENT LLC	MARK	DURBIN	PO BOX 7948	PADUCAH	KY	42003
BUSINESS IMPRESSIONS	JEFF	BASSETT	PO BOX 959	AUBURN	IN	46706
BUTLER'S OFFICE EQUIPMENT & SUPPLY (EAST)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
BENCHMARK BUSINESS SOLUTIONS, INC. (NEW MEXICO)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
XEROGRAPHIC EQUIPMENT SYSTEMS	MICHAEL	MCKENNA	PO BOX 794	CHEYENNE	WY	82003
METRO CENTRE, LP	KARLA	METZLER	679 COUNTY ROAD 404	GAINESVILLE	TX	76240
BEST OFFICE SOLUTIONS	BOB	VALENTA	PO BOX 849	ATLANTA	TX	75551
COMPUTERS911, LLC (II)	BILLY	TINGLE	403 N. MAIN	MARKSVILLE	LA	71351
COMPUTERS911, LLC	BILLY	TINGLE	403 N. MAIN	MARKSVILLE	LA	71351

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
X WEST INC.	RANDALL	BERNHARDT	12136 W. BAYAUD AVE., STE 125	LAKEWOOD	CO	80228
PROFESSIONAL OFFICE PRODUCTS, INC. (III)	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
SOUTH TEXAS SALES	SONNY	HOELSCHER	1901 EAST MAIN STREET	ALICE	TX	78332
ALABAMA OFFICE SUPPLY	HARRIS	ASBURY	PO BOX 467	OPELIKA	AL	36801
COLONY OFFICE PRODUCTS	DAN	WILSON	121 EAST WASHINGTON STREET	DEMOPOLIS	AL	36732
LOW COUNTRY OFFICE SOLUTIONS	DON	NESBITT	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841
SOUTHERN OFFICE EQUIPMENT, LLC	TIMOTH	TODD	PO BOX 636	DAPHNE	AL	36526
NO MISSISSIPPI BUS PRODUCTS	MARK	FOSTER	223 SHARKEY AVE., SUITE 104	CLARKSDALE	MS	38614
COURNOYER'S OFFICE SUPPLY COMPANY, INC.	MIKE	COURNOYER	243 SOUTH SPRING AVENUE	LOUISVILLE	MS	39339
MICKEY MAYS OFFICE SOLUTIONS	MICKEY	MAYS	600 MONROVIA DR	RUSTON	LA	71270
PREFERRED OFFICE MACHINES	JOHN	MILAN	215 NORTH MICHIGAN	BIG RAPIDS	MI	49307
DIGITAL OFFICE CENTRE	TOM	ROSTVEDT	515 20TH AVENUE SE, STE 11	MINOT	ND	58701
JUSTTECH, LLC (V)	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
IMAGE MAKERS INC	LAURA	NYQUIST	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684
VALLEY OFFICE PRODUCTS	LARRY	CANTINE	110 SOUTH MAIN STREET	MILBANK	SD	57252
THE BUSINESS CONNECTION	JAMES	PUCHNER	214 MAIN	CHADRON	NE	69337
PROFESSIONAL BUS PRODUCTS	KEN	MCBRIDE	PO BOX 1154	CRAB ORCHARD	WV	25827
ATLAS REPRODUCTION, INC.	MICHAEL	MCKENNA	PO BOX 2901	CASPER	WY	82601
XEROGRAPHIX EAST TEXAS	SCOTT	WALLER	424 NORTH STREET	NACOGDOCHE S	TX	75961
SOUTHWEST OFFICE SOLUTIONS, INC. (BELEN)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
SUPERIOR OFFICE PRODUCTS	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
DOCUMENT SOLUTIONS (II)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
BUTLER'S OFFICE EQUIPMENT & SUPPLY (NORTH)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
PROFESSIONAL OFFICE PRODUCTS, INC.	JASON	MONTET	441 N. MAIN	JENNINGS	LA	70546
NORMAN ORR OFFICE SUPPLY, LLC	REID	GRIGSBY	202 WEST MAIN	WEST PLAINS	MO	65775
MERRIFIELD OFFICE SUPPLY, LLC	DARRELL	MERRIFIELD	224 SOUTH MAIN	ELK CITY	OK	73644
OFFICE EQUIPMENT SOURCE, INC. (II)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
JUSTTECH, LLC (III)	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
JUSTTECH, LLC (IV)	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
WYTHEVILLE OFFICE SUPPLY	KENNETH WAYNE	ROOP	146 WEST MAIN STREET	WYTHEVILLE	VA	24382
KYLE OFFICE SUPPLY	CHRIS	KYLE	1020 21ST AVENUE	TUSCALOOSA	AL	35401
HUGHES OFFICE EQUIPMENT, LLC	JOHN	TURZIANO	PO BOX 278	BELLAIRE	OH	43906
SIERRA OFFICE SOLUTIONS	TODD	ALLRED	23811 WASHINGTON AVE STE C110-230	MURIETTA	CA	92562
PRINT 'N COPY CENTER	REECE	KEENER	565 W. SILVER ST.	ELKO	NV	89801

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
D-TECH NORTH, LLC	FRANK	DEFRANCESCO	1095 MILITARY TRL, UNIT 1447	JUPITER	FL	33458
BUDDE'S OFFICE SUPPLY	BERT	BUDDE	3210 FLAGLER AVENUE	KEY WEST	FL	33040
OFFICE AUTOMATION	DANIEL PATRICK	CURRIE	851 NW 250 TERRACE	NEWBERRY	FL	32669
PRECISION OFFICE SYSTEMS	ROBERT	DEMARCO	8817 NW 40th CIRCLE	GAINESVILLE	FL	32653
DOCUMENT SYSTEMS, INC. (II)	CRAIG	BRAME	89 MARKET STREET	HENDERSON	NC	27537
BUERGER OFFICE SYSTEMS	CAMERON	BUERGER	1670 WARREN ROAD	INDIANA	PA	15701
OFFICE EQUIPMENT SOURCE, INC. (I)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
XEROGRAPHICS OF FLAGSTAFF, INC.	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
ADVANCED DOCUMENT SYSTEMS, INC.	HECTOR	LIZARDI	19226 66th AVE. S., SUITE L-100	KENT	WA	98032
DOCUMENT CONSULTING SERVICES	TED	SWICK	880 APOLLO STREET, SUITE 353	EL SEGUNDO	CA	90245
LAS AMERICAS OFFICE EQUIPMENT, INC.	FELIX	RIVERA	PO BOX 90	MERCEDITA	PR	00715
EXECUTIVE OFFICE EQUIPMENT	LAURANCE	BONELLI	PO BOX 6217	ST THOMAS	VI	00804
OFFITEK	FELIX	RIVERA	2980 EMILIO FAGOT AVENUE SUITE 2	PONCE	PR	00716
DOCUMENT COMPANY	JORGE	CANALS	AVE. LAUREL #GA11, CALLE 49, SANTA JUANITA	BAYAMON	PR	00956
C & M DOCUMENT COMPANY, INC.	JORGE	CANALS	MSC 848, AVENIDA WINSTON CHURHILL #138	SAN JUAN	PR	00926
COMPLETE DOCUMENT SOLUTIONS LLC (III)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
LEESBURG OFFICE EQUIPMENT	SARAH	COSTELLO	2006 LAFAYETTE BLVD STE#204	FREDERICKSBURG	VA	22401
ANNAPOLIS OFFICE PRODUCTS	JIM	SCHALGE	8258 VETERANS HIGHWAY, SUITE 3A	MILLERSVILLE	MD	21108
MARITIME BUSINESS CONCEPTS	SCOTT	WILLIAMS	1306 N. HERRITAGE ST	KINSTON	NC	28501
AMERICAN BUSINESS CENTER MPS INC. (II)	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
WATTLES OFFICE SUPPLY	LINDA	MCCLARNEY	110 S. SECOND ST.	PALATKA	FL	32177
IMAGE SOURCE IV	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
XEROGRAPHIC BUSINESS SYS	LARRY	GLEASON	819 WATER ST, SUITE 110.	KERRVILLE	TX	78028
XMC OF ARKANSAS	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
TALLAHASSEE TECHNOLOGY GROUP, INC.	RICHARD	MAUS	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308
KIMBRELL'S DIGITAL SOLUTIONS	SCOTT	KIMBRELL	520 MAIN STREET	NATCHEZ	MS	39120
DOCUMENT SOLUTIONS EAST, INC.	DARRELL	HARRISON	PO BOX 4006	GREENVILLE	NC	27858
THE OFFICE ADVANTAGE	MARK	VAN DEN HOEK	318 N. MAIN	MITCHELL	SD	57301
FLYNN'S INC.	BRIAN	CANTOR	115 W 30th ST., RM 411	NEW YORK	NY	10001
T.E.C DOCUMENT SOLUTIONS	ANTHONY	GARCIA	231 WEST 29TH STREET SUITE 905	NEW YORK	NY	10001
DELMARVA DOCUMENT SOLUTIONS, INC.	JENNIFER	ATCHISON	112 SOUTH BOULEVARD	SALISBURY	MD	21804
DOCUMENT TECHNOLOGIES, INC.	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
CSRA DOCUMENT SOLUTIONS	DON	NESBITT	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841
IMAGE SOURCE	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
PROFESSIONAL DOCUMENT SOLUTIONS, INC. (PDS - GJ)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
UTOPIAN IQ SERVICES INC.	SEBASTIAN	MARTINEZ	6095 NW 82 AVE	MIAMI	FL	33166
IMPRESSIONS OF ASPEN, INC.	NANCY	TORINUS	P.O. BOX 295	CARBONDALE	CO	81623
ADVANCED DOCUMENT SOLUTIONS, INC. (II)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
TOTAL DOCUMENT SOLUTIONS, INC.	TIMOTHY	STANLEY	2515 NORTH SHILOH DRIVE	FAYETTEVILLE	AR	72704
COMPLETE DOCUMENT SOLUTIONS, NY LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
XRX BUSINESS CONSULTANTS	DAVID	CAVAZOS	708 NORTH MCCOLL	MCALLEN	TX	78501
XMC OF MEMPHIS	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
XCEL OFFICE SOLUTIONS	WAYNE	TYLER	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
DIXIE DIGITAL IMAGING, INC.	KELLY	SMITH	1401 COMMERCE COURT	FORT SMITH	AR	72908
SHAMROCK OFFICE SUPPLY	MIKE	FORMELLER	219 E. VEROT SCHOOL ROAD	LAFAYETTE	LA	70508
DOCUMENT SOLUTIONS OF SPRINGFIELD	GREG	TIGGES	1736 E. SUNSHINE STREET, SUITE 100	SPRINGFIELD	MO	65804
DOCUMENT SOLUTIONS, INC.	ROBERT	BIGHAM JR.	4401 N. MAIN ST., SUITE A	VICTORIA	TX	77904
BENCHMARK BUSINESS SOLUTIONS	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
COMPLETE OFFICE SOURCE INC.	GLEN	DUNN	429 CURWOOD DRIVE	OWOSSO	MI	48867
INDIANA BUSINESS SOLUTIONS	TIMOTHY	SLOPSEMA	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278
COPY SOLUTIONS, INC.	ROGER	ZHAO	919 S. FREMONT AVE, SUITE 398	ALHAMBRA	CA	91803
MORRIS COUNTY STATIONERS	RICHARD	FLETCHER	PO BOX 279	FLANDERS	NJ	07836
BENCHMARK BUSINESS SOLUTIONS, INC.-ABILENE	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
EDGE OFFICE PRODUCTS	LESTER	KILPATRICK	1909 JUDSON RD.	LONGVIEW	TX	75605
DOCUMENT SOLUTIONS	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
COPIER CONNECTION	BONNIE	DOOLEY	10425 WESLEY	GREENVILLE	TX	75402
EXCEL OFFICE SERVICES	BRETT	BUTLER	12031 JEFFERSON BLVD	CULVER CITY	CA	90232
RAY BLOCK STATIONERY	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
XCL BUSINESS PRODUCTS	MICHAEL	DAVID	1767-46 VETERANS MEMORIAL HWY	ISLANDIA	NY	11749
OFFICE EVOLUTIONS, INC.	JOHN	GILLON	3701 KIRBY, SUITE 730	HOUSTON	TX	77098
ALASKA ENTERPRISE SOLUTIONS, INC. (FAIRBANKS)	MICHAEL	FERRIS	557 E FIREWEED LANE SUITE A	ANCHORAGE	AK	99503
HIGH COUNTRY COPIERS, INC.	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
KYLE OFFICE PRODUCTS	TOM	KYLE	418 TARROW	COLLEGE STATION	TX	77840
DOCUMENT SOLUTIONS (V)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
PREMIER OFFICE SYSTEMS	COLIN	MCTERNAN	500 N. RAINBOW BLVD. STE 312	LAS VEGAS	NV	89107
QUALITY BUSINESS	EDGARDO	RODRIGUEZ	1142 FD ROOSEVELT AVENUE	HATO REY	PR	00920
OFFICE EQUIPMENT SOURCE, INC. (VI)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
PROFESSIONAL DOCUMENT SOLUTIONS (PDS)	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
IMAGE SOURCE - METRO	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
IMAGE SOURCE - TEMECULA	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
BENCHMARK OFFICE SYSTEMS INC.	MICHELLE	MCMANUS	75 GILCREAST RD., STE. 311	LONDONDERRY	NH	03053
ADVANCED DOCUMENT SOLUTIONS, INC. (III)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
DOCUMENT SOLUTIONS - TENNESSEE	KAREN	MCGINNIS	256 AVIGNON WAY	CLARKSVILLE	TN	37043
CONVERGING TECHNOLOGIES - SANTA ROSA	GENE	IRTENKAUF	800 MENDOCINO AVENUE, STE 1	SANTA ROSA	CA	95401
ITECH	MICHAEL	WILLIAMS	326 5TH STREET	PARKERSBURG	WV	26101
NETWORK ENHANCEMENT SYSTEMS, INC.	EDGAR	SILKEY	10827 EAST MARSHALL STREET	TULSA	OK	74116
COMPLETE DOCUMENT SOLUTIONS	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
XCEL OFFICE SOLUTIONS, LLC	WAYNE	TYLER	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
Q DOCUMENT SOLUTIONS	JOEL	HACKETT	3030 OLD RANCH PARKWAY, SUITE 190	SEAL BEACH	CA	90740
OFFICE TECH	B.K.	POWELL	3709 SPENARD ROAD SUITE 200	ANCHORAGE	AK	99503
TOTAL OFFICE SOLUTION OF WEST TEXAS	TOMMY	MCCRURY	1601 N. LEE AVENUE	ODESSA	TX	79761
DOCUMENT SYSTEMS	CRAIG	BRAME	89 MARKET STREET	HENDERSON	NC	27537
GREAT NORTHERN EQUIPMENT	KIM	BROWN	104 NE 3RD STREET, SUITE 200C	GRAND RAPIDS	MN	55744
COMPLETE DOCUMENT SOLUTIONS, NY LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
WEST KENTUCKY XEROGRAPHICS LLC	JAMES	DEMA	PO BOX 124	BENTON	KY	42025
SOUTHERN DIGITAL LLC	ALBERT	HENRICKS	330 N JEFFERSON DAVIS PARKWAY	NEW ORLEANS	LA	70119
CONNEX SYSTEMS INC.	GREGORY	WALTER	2033 CHENAULT DR STE 150	CARROLLTON	TX	75006
IMAGE SOURCE (LA)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
ALPINE OFFICE SYSTEMS, INC.	JOE	WITTENBERG	PO BOX 47	MONTROSE	CO	81402
COPY CONNECTION	RAJAT	GANDHI	201 W. HILLSIDE, SUITE 24	LAREDO	TX	78041
ADVANCED XEROGRAPHY	DEREK	BARNES	1823 N. YELLOWOOD	BROKEN ARROW	OK	74012
ADVANCED DIGITAL SOLUTIONS, INC	BILL	NORTHAM	1512 BROADWAY AVENUE	MATTOON	IL	61938
MOUNTAIN WEST OFFICE SOLUTIONS	BRUCE	PORCH	1205-B KENSINGTON AVENUE	MISSOULA	MT	59801
XDOS, INC.	HAROLD	NIXON	20 EAST LIBERTY STREET	SUMTER	SC	29150
DOCUMENT TECHNOLOGIES, INC. (SOUTH SHORE)	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
AMBIZ SOLUTIONS, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
SOUTHWEST OFFICE SOLUTIONS, INC. (LOS ALAMOS)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
MARCOTEK DIGITAL OFFICE SOLUTIONS	KEITH	NORRIS	2744 SW MAIN BLVD. S-101	LAKE CITY	FL	32025
WASATCH DOCUMENT SOLUTIONS INC.	CASEY	BECK	373 EDGEHILL DRIVE	PROVIDENCE	UT	84332
OFFICE SYSTEMS OF FAYETTE & GREENE	CAMERON	BUERGER	1670 WARREN ROAD	INDIANA	PA	15701

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
SARASOTA OFFICE SOLUTIONS, LLC	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
PDS DENVER TECH CENTER	TROY	TAFOYA	4114 TIMBERLINE ROAD	FORT COLLINS	CO	80525
DIGITAL OFFICE SOLUTIONS V	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
MARCOTEK DIGITAL OFFICE SOLUTIONS II	KEITH	NORRIS	100 NORTH PATTERSON STREET	VALDOSTA	GA	31601
OFFICETECH NORTHWEST	B.K.	POWELL	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212
XEROGRAPHIC EQUIPMENT SYSTEMS - LARAMIE	MICHAEL	MCKENNA	PO BOX 794	CHEYENNE	WY	82003
IT BUSINESS SOLUTIONS	ROBERT	HAY	2698 CASSELMAN ROAD	ROCKWOOD	PA	15557
HEARTLAND DIGITAL IMAGING INC.	RYAN	VERCELLINO	6004 WILLOW SPRINGS	MARION	IL	62959
XMC OF LITTLE ROCK, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
OFFICE TECH - WENATCHEE	B.K.	POWELL	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212
DIGITAL OFFICE SOLUTIONS	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408A ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407
POTOMAC BUSINESS SOLUTIONS LLC	KRISTIN	JAQUETTE	13800 COPPERMINE ROAD, STE 273	HERNDON	VA	20171
GEYER'S OFFICE SUPPLY	RON	GEYER	169 W. MAIN STREET	XENIA	OH	45385
DIGITAL OFFICE SOLUTIONS II	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
RBI	RICK	BOWLING	1113B N. CASTLE HEIGHTS AVE	LEBANON	TN	37087
XCEL OFFICE SOLUTIONS	WAYNE	TYLER	304 N MERIDIAN AVE STE 18	OKLAHOMA CITY	OK	73107
APPLIED DOCUMENT SOLUTIONS, INC.	ROBERT	WERTZBERGER	2419 RETREAT CLOSE	MARIETTA	GA	30066
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC (III)	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404
QUALITY PRINT SOLUTIONS	GENE	AYALA	220 N. GETTY STREET	UVALDE	TX	78801
IMAGE XCELLENCE, LLC	JENNIFER	CAMBIO	2123 KING STREET	LA CROSSE	WI	54601
CENTRAL OREGON OFFICE SOLUTIONS	RHONDA	ROGERS	PO BOX 2185	BEND	OR	97709
MAINE DOCUMENT SOLUTIONS, LLC	GABE	POLCHIES	59 SANFORD DRIVE, UNIT 1	GORHAM	ME	04038
OFFICE EQUIPMENT SOURCE, INC. (IV)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
GULF SUPERIOR OFFICE PRODUCTS, INC. – SUPERIOR VI	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
ADVANCED DOCUMENT SOLUTIONS, INC. (IV)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
DOCUMENT TECHNOLOGIES, INC.	JANICE	DUPLISEA	23 CROSBY DRIVE	BEDFORD	MA	01730
METRO CENTRE, LP	KARLA	METZLER	679 COUNTY ROAD 404	GAINESVILLE	TX	76240
BENCHMARK BUSINESS SOLUTIONS, INC. (AMARILLO II)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
DIGITAL OFFICE CENTRE, INC. (II)	TOM	ROSTVEDT	515 20TH AVENUE SE, STE 11	MINOT	ND	58701
XMC OF WEST TENNESSEE, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
NORTH COUNTRY DIGITAL SOLUTIONS	DAN	MCALOON	2 CRESTWOOD DRIVE	ALEXANDRIA BAY	NY	13607
SMART DOCUMENT SOLUTIONS - (YUMA)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
SOLUTIONS FOR DOCUMENTS	MARVIN	HAMONS	842 W SOUTH BOUNDARY	PERRYSBURG	OH	43551
EAST-PENN BUSINESS MACHINES, INC.	HEMAN	PATEL	2980 LINDEN STREET	BETHLEHEM	PA	18017
YAKIMA DOCUMENT SOLUTIONS	LEE	HARTUNG	6799 N WENAS RD	SELAH	WA	98942
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2015 BOUNDARY ST, STE 232	BEAUFORT	SC	29902
MORRIS BUSINESS SOLUTIONS, LLC	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
XMC OF NORTH ALABAMA, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
DOCUMENT CONSULTING SERVICES II	TED	SWICK	880 APOLLO STREET, SUITE 353	EL SEGUNDO	CA	90245
DIGITAL OFFICE SOLUTIONS, INC.	VIC	KALIA	311 3RD AVE, SE	CEDAR RAPIDS	IA	52401
CAPE COD BUSINESS SOLUTIONS, INC.	KEVIN	DONAHUE	PO BOX 323	SANDWICH	MA	02563
MARITIME BUSINESS CONCEPTS, INC. (II)	SCOTT	WILLIAMS	1306 N. HERRITAGE ST	KINSTON	NC	28501
SUPERIOR OFFICE PRODUCTS II	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
MAINE DOCUMENT SOLUTIONS OF CENTRAL MAINE	GABE	POLCHIES	59 SANFORD DRIVE, UNIT 1	GORHAM	ME	04038
TALLAHASSEE TECHNOLOGY GROUP, INC. (COLUMBUS)	RICHARD	MAUS	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308
BUSINESS IMPRESSIONS OF MICHIGAN	JEFF	BASSETT	PO BOX 959	AUBURN	IN	46706
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408 ASHLEY RIVER RD, UNIT A	CHARLESTON	SC	29414
DIGITAL OFFICE SOLUTIONS IV	ROBERT	WEBB	4125 N. 124TH STREET, SUITE J	BROOKFIELD	WI	53005
ASTRATECH, INC.	CHARLLEE	HOLMES	81 EAST GROVE STREET	GALESBURG	IL	61401
BENCHMARK BUSINESS SOLUTIONS, INC. (MARBLE FALLS)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
BENCHMARK BUSINESS SOLUTIONS-WICHITA FALLS	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
JUSTTECH, LLC	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
COMPLETE OFFICE SOLUTIONS	JOHN	COOPER	2627 RIDGEWOOD ROAD	JACKSON	MS	39216
ADVANCED DOCUMENT SOLUTIONS, INC.	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
XMC OF MIDDLE TENNESSEE	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
XMC OF FLORENCE	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
COMPLETE DOCUMENT SOLUTIONS - MD LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
SOUTHWEST OFFICE SOLUTIONS, INC. (TAOS)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
ELITE BUSINESS SYSTEMS, LLC	WILLIAM	ARNETT	P.O. BOX 737	GADSDEN	AL	35901
IMAGE MAKERS INC II	LAURA	NYQUIST	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	454 ANDERSON RD. S, STE 152 BTC 571	ROCK HILL	SC	29730
MORRIS BUSINESS SOLUTIONS LLC (IV)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
SUPERIOR OFFICE PRODUCTS III	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
BENCHMARK BUSINESS SOLUTIONS-EL PASO	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
OFFICE EXPERTS, INC	KATHLEEN	SALIMBENE	520 HIGHRIDGE ROAD	LEXINGTON	OH	44904
PREFERRED DOCUMENT SOLUTIONS, LLC	CHRISTOPHER	SPAHN	101 N. TEJON, SUITE 108	COLORADO SPRINGS	CO	80903
ADVANTAGE BUSINESS SYSTEMS, INC.	MEIR	HOLTZBERG	370 STATE ST., SUITE 2	NORTH HAVEN	CT	06473
MIDWEST DATA SYSTEMS, INC.	KRISTIN	PORTER	10124 HUTTON ROAD	KANSAS CITY	KS	66109
ADVANCED DIGITAL SOLUTIONS, INC II	BILL	NORTHAM	1512 BROADWAY AVENUE	MATTOON	IL	61938
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	1201 MAIN STREET SUITE 1100	COLUMBIA	SC	29201
COPY SOLUTIONS, INC. (WEST)	ROGER	ZHAO	919 S. FREMONT AVE, SUITE 398	ALHAMBRA	CA	91803
SMART DOCUMENT SOLUTIONS (SOUTH II)	TRACEY	ARVIEUX	PO BOX 86	SAFFORD	AZ	85548
BUTLER'S OFFICE EQUIPMENT & SUPPLY (WEST)	PATRICK	BUTLER	1900 E. HISTORIC HWY 66, SUITE C	GALLUP	NM	87301
REPRO PRODUCTS MFD, LLC (NORTH)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
REPRO PRODUCTS MFD, LLC (EAST)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
REPRO PRODUCTS MFD, LLC (SOUTH)	ROBERT	FELDBERG	4485 S ATLANTA RD	SMYRNA	GA	30080
BENCHMARK BUSINESS SOLUTIONS-SAN ANTONIO	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
SUPERIOR PRINT SOLUTIONS, INC.	BETHANY	SCHRIEVER	202 1st STREET SE, STE 103	MASON CITY	IA	50401
MORRIS BUSINESS SOLUTIONS, LLC (II)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
DOCUGRAPHICS, LLC	THOMAS	FIMIAN	2408 ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407
JUSTTECH, LLC (II)	JOSHUA	JUSTICE	101 CATALPA DR STE 102	LA PLATA	MD	20646
HAMILTON DIGITAL, INC. (CINCINNATI)	FRED	HAMILTON	2165 CENTRAL PARKWAY	CINCINNATI	OH	45219
GEYER'S OFFICE SUPPLY (II)	RON	GEYER	169 W. MAIN STREET	XENIA	OH	45385
IMAGE SOURCE - ORANGE COUNTY	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
ITECH	MICHAEL	WILLIAMS	326 5TH STREET	PARKERSBURG	WV	26101
OFFICE EQUIPMENT SOURCE, INC. (III)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
QUALITY QUICKLY (II)	BRIAN	MARSHALL	945 3rd AVE SE SUITE 103	HICKORY	NC	28602
COMPLETE OFFICE SOLUTIONS (II)	MIKE	COURNOYER	243 SOUTH SPRING AVENUE	LOUISVILLE	MS	39339
RAY BLOCK STATIONERY II	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
MCGARITY'S BUSINESS PRODUCTS	SCOTT	MCGARITY	870 GROVE STREET	GAINSVILLE	GA	30501
IMAGE SOURCE - ORANGE COUNTY II	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
DOCUMENT SOLUTIONS (III)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
XMC OF EAST TENNESSEE, INC.	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
SOUTHWEST OFFICE SOLUTIONS, INC. (SANTE FE)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
THE RAY-BLOCK STATIONERY CO. INC. (EAST)	GEORGE	GARCIA	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY I)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS, LLC (II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
ALASKA ENTERPRISE SOLUTIONS, INC.	MICHAEL	FERRIS	557 E FIREWEED LN, SUITE A	ANCHORAGE	AK	99503
DOCUMENT SOLUTIONS (IV)	LOREN	MAUK	1540 RICE ROAD, SUITE 100	TYLER	TX	75703
BLACK DOG SOLUTIONS	AMIT	GAURI	4226 LAWNDAL	LYONS	IL	60534
BENCHMARK BUSINESS SOLUTIONS, INC. (AUSTIN)	JEFF	HORN	1607 BROADWAY	LUBBOCK	TX	79401
DMC2, INC.	KEVIN	FITZPATRICK	42 WORTHINGTON ACCESS DR	MARYLAND HEIGHTS	MO	63043
DMC2, INC. (II)	KEVIN	FITZPATRICK	42 WORTHINGTON ACCESS DR	MARYLAND HEIGHTS	MO	63043
BLACK DOG SOLUTIONS (II)	AMIT	GAURI	4226 LAWNDAL	LYONS	IL	60534
SUPERIOR OFFICE PRODUCTS - BEAUMONT	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
D-TECH BUSINESS SOLUTIONS, LLC	FRANK	DEFRANCESCO	1095 MILITARY TRL, UNIT 1447	JUPITER	FL	33458
DIGITAL DOCUMENT SOLUTIONS, LLC	BRIDGET	EVANS	901 LAKE ROAD	MOUNTAIN TOP	PA	18707
IMAGE SOURCE (SAN DIEGO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
A2X BUSINESS SERVICES	PAUL	VARNAUSKAS	900 E. HAMILTON AVE.	CAMPBELL	CA	95008
NAPLES OFFICE SOLUTIONS, LLC	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
ADVANCED OFFICE SOLUTIONS, LLC	JOHN	BARROW	4124 KESTIVEN DRIVE	BIRMINGHAM	AL	35242
COMPLETE OFFICE SOURCE INC. (III)	GLEN	DUNN	429 CURWOOD DRIVE	OWOSSO	MI	48867
AMERICAN BUSINESS CENTER, INC.	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
OFFICE EQUIPMENT SOURCE, INC. (V)	MIKE	MITCHELL	227 W. WATER STREET	ELMIRA	NY	14901
BENCHMARK OFFICE SYSTEMS INC. (WEST)	MICHELLE	MCMANUS	75 GILCREAST RD., STE. 311	LONDONDERRY	NH	03053
COMPLETE DOCUMENT SOLUTIONS, WC-CT, LLC (I)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (II)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COASTAL OREGON OFFICE SOLUTIONS	RHONDA	ROGERS	PO BOX 2185	BEND	OR	97709
SOUTHWEST OFFICE SOLUTIONS, INC. (ALBUQUERQUE)	TRACY	ASHTON	1789 CENTRAL AVENUE, SUITE 4	LOS ALAMOS	NM	87544
XMC, INC. (SOUTH ARKANSAS)	BOB	HAMILTON	7585 AE BEATY DRIVE, SUITE 101	BARTLETT	TN	38133
BLACK DOG SOLUTIONS (III)	AMIT	GAURI	4226 LAWNDAL	LYONS	IL	60534
MORRIS BUSINESS SOLUTIONS, LLC (III)	RICHARD	MORRIS	P.O. BOX 15090	GREENVILLE	SC	29610
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (III)	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
IMAGE SOURCE (SACRAMENTO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
SMART DOCUMENT SOLUTIONS - (PHOENIX)	TRACEY	ARVIEUX	4045 E. PALM LANE	PHOENIX	AZ	85008
TINLOF TECHNOLOGIES, INC.	FERNANDO	MARTINEZ	21011 JOHNSON STREET SUITE #124	PEMBROKE PINES	FL	33029
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404

Establishment	Owner_First	Owner_Last	Address1	City	State	Zip
IMAGE SOURCE (OAKLAND)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
SARASOTA OFF SOL (ORLANDO)	CHRIS	DEICHMAN	3449 TECHNOLOGY DRIVE STE 108	NORTH VENICE	FL	34275
IMAGE SOURCE (STOCKTON)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
INNOVATIVE DOC TECH INC	JULIO	DIAZ	2770 AVE HOSTOS, SUITE 303, SVS PLAZA II	MAYAGUEZ	PR	00682
IMAGE SOURCE (WOODLAND HILLS)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 540	SAN BERNARDINO	CA	92408
COMPLETE DOCUMENT SOLUTIONS WC-CT LLC II	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
COMPLETE DOCUMENT SOLUTIONS PA, LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC (II)	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404
COMPLETE DOCUMENT SOLUTIONS CENTRAL PENN LLC	JOHN	HAND	2209 FOREST HILLS DRIVE	HARRISBURG	PA	17112
INDIANA BUSINESS SOLUTIONS LLC (SOUTH)	TIMOTHY	SLOPSEMA	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278
IMAGE SOURCE (MONT)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
IMAGE SOURCE (FNO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
AMBIZ SOLUTIONS, INC. (EAST)	RICHARD	YEATS	PO BOX 20128	PANAMA CITY	FL	32417
IMAGE SOURCE (SAN FRANCISCO)	BRAD	CRAFT	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408
GULF SUPERIOR OFFICE PRODUCTS, INC.	RANDY	POCHE	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810
CONNEX SYSTEMS INC. II	GREGORY	WALTER	2033 CHENAULT DR STE 150	CARROLLTON	TX	75006
ROCKY MOUNTAIN COMPETITIVE SOLUTIONS, LLC (IV)	ANDY	COON	2413 GRANT AVENUE	OGDEN	UT	84404
SHOFNER BUSINESS SOLUTIONS OF EASTERN KY L.L.C.	CHARLES	SHOFNER	1010 BRANDY LN, SUITE E	RICHMOND	KY	40475
SUPERIOR OFFICE SYSTEMS	HECTOR	LIZARDI	19226 66th AVE. S., SUITE L-100	KENT	WA	98032
ADVANCED DOCUMENT SOLUTIONS, INC. (V)	SCOTT	HAMILTON	819 S. FLOYD STREET	LOUISVILLE	KY	40203
COMPLETE DOCUMENT SOLUTIONS NORTH, LLC	JOHN	HAND	19 GLORIA LANE	FAIRFIELD	NJ	07004

Xerox Business Solutions, Inc. (XBS)

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
Amcom Office - AMC	3600 McClaren Woods Drive	Coraopolis, PA 15108	www.teamamcom.com	Anthony Massari
Arizona Office Technologies - AOT	4320 E. Cotton Center Blvd #100	Phoenix, AZ 85040	www.aot-xerox.com	Scott Reynolds
Berney Office Solutions - BER	10690 John Knight Close	Montgomery, AL 36117	www.berney.com	Ben Blankenship
Berney Office Solutions - BER	780 Lakeside Drive W., Ste B	Mobile, AL 36693	www.berney.com	Ben Blankenship
Berney Office Solutions - BER	4000 Colonnade Parkway	Birmingham, AL 35243	www.berney.com	Ben Blankenship
Carr Business Systems - CAR	500 Commack Road, Ste 110	Commack, NY 11725	www.carrxerox.com	Joseph Koury
Carr Business Systems - CAR	485 Lexington Ave FL25	New York, NY 10017	www.carrxerox.com	Joseph Koury
Connecticut Bus. Systems - CBS	100 Great Meadow Rd	Wethersfield, CT 06109	www.cbs-gisx.com	Jay Cartisano
Connecticut Bus. Systems - CBS (Warehouse)	240 Pane Rd	Newington, CT 06111	www.cbs-gisx.com	Jay Cartisano
Connecticut Bus. Systems - CBS	134 Capital Drive	West Springfield, MA 01089	www.cbs-gisx.com	Jay Cartisano
Connecticut Bus. Systems - CBS	465 Taylor Street	Springfield, MA 01105	www.cbs-gisx.com	Jay Cartisano
Integrity One Technologies, Inc.- IOT	2920 Fortune Circle W, Suite C	Indianapolis, IN 46241	www.integrityonetechnologies.com/	Sam Castiglione
Integrity One Technologies, Inc.- IOT	801 N Capitol Avenue	Indianapolis, IN 46204	www.marbaugh.com	Sam Castiglione
ComDoc, Inc. - COM	8247 Pittsburg Avenue NW	North Canton, OH 44720	www.comdoc.com	Gordon Opitz
ComDoc, Inc. - COM	9100 South Hills Blvd. (Cleveland)	Broadview Hgts, OH 44147	www.comdoc.com	Gordon Opitz
ComDoc, Inc. - COM (Warehouse)	220 Ascot Parkway	Cuyahoga Falls, OH 44223	www.comdoc.com	Gordon Opitz

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
ComDoc, Inc. - COM	9999 Carver Road, Ste 100	Blue Ash, OH 45242	www.comdoc.com	Gordon Opitz
ComDoc, Inc. - COM	330 West Spring St, Ste 100 & 140	Columbus, OH 43215	www.comdoc.com	Gordon Opitz
ComDoc, Inc. - COM (Warehouse)	711-713 Hadley Drive (WH)	Columbus, OH 43228	www.comdoc.com	Gordon Opitz
ComDoc, Inc. - COM	51 Plum Street, Ste 200	Beavercreek, OH 45440	www.comdoc.com	Gordon Opitz
ComDoc, Inc. - COM	55 Amherst Villa Rd	Buffalo, NY 14225	www.comdoc.com	Gordon Opitz
Capital Busines Systems, Inc.- CBU	2708 Commerce Drive, Unit A	Harrisburg, PA 17110	www.capitalbusinessinc.com	Gordon Opitz
Conway Technology Group LLC - COP	10 Capitol Street	Nashua, NH 03063	www.conwayoffice.com	Carl Tourigny
Conway Tech Group LLC - COP d/b/a Transco	34 Leighton Road	Augusta, ME 04330	www.transcobusiness.com	Carl Tourigny
Capitol Office Solutions, LLC - COS	9065 Guilford Road	Columbia, MD 21046	www.cosxs.com	Reed Hagmann
Chicago Office Technology Group, Inc. - COTG	3 Territorial Court	Bolingbrook, IL 60440	www.cotg.com	Dan Tuohy
Chicago Office Technology Group, Inc. - COTG	1 East Wacker Dr, #1305	Chicago, IL 60601	www.cotg.com	Dan Tuohy
Chicago Office Technology Group, Inc. - COTG	Two Pierce Pl, Ste 12th Floor	Itasca, IL 60143	www.cotg.com	Dan Tuohy
Carolina Office Systems - CSS	13245 W Reese Blvd, Ste 130	Huntersville, NC 28078	www.carolinaos.com	Mark Taylor
Carolina Office Systems - CSS	1042 Legrand Blvd, Suite 1	Wando, SC 29492 (Charleston)	www.carolinaos.com	Mark Taylor
G-Five, Inc. - GFI	297 Garlington Rd, Suites E-H	Greenville, SC 29615	www.gfive.net	Mark Taylor

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	8200 IH 10 W, Suite 400	San Antonio, TX 78230	www.dahill.com	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	17280 Green Mtn Road, Ste. 130	San Antonio, TX 78247	www.dahill.com	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	2100 West Loop South, Ste 1300	Houston, TX 77027 (Galleria)	www.dahill.com	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	5747 Brittmoore Rd, Suite 100	Houston, TX 77041 (WH)	www.dahill.com	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	901 S. Mopac Expwy, Ste 595	Austin, TX 78746	www.dahill.com	Brad Rollins
Dahill Office Technology Corp-DAH d/b/a Xerox Business Solutions Southwest	11831 Miriam, Unit A-9 (Serv Wh)	El Paso, TX 79936		Brad Rollins
Denitech Corporation - DEN	820 W Sandy Lake Rd, Ste 100	Coppell, TX 75019	www.denitech.com	Brad Rollins
Eastern Managed Print Network - ECP	1224 W. Genessee St.	Syracuse, NY 13204	www.easternmpn.com	Carl Tourigny
Eastern Managed Print Network - ECP	111 Grant Avenue	Endicott, NY 13760	www.easternmpn.com	Carl Tourigny
Eastern Managed	8 Access Road	Colonie (Albany), NY 12205	www.easternmpn.com	Carl Tourigny

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
Print Network				
Elan Marketing, Inc. d/b/a Elan Office Systems	6760 Surrey Street	Las Vegas, NV 89119	www.elanoffice.com	Peter Cherubino
Electronic Systems - ESI	369 Edwin Drive (Building 1)	Virginia Beach, VA 23462	www.esi.net	Anthony Lane
Electronic Systems - ESI	365 Edwin Dr (Bldg. 2- not publishd)	Virginia Beach, VA 23462	www.esi.net	Anthony Lane
Electronic Systems - ESI	4417 Expressway Dr	Virginia Beach, VA 23452	www.esi.net	Anthony Lane
Electronic Systems - ESI	3727 Challenger Avenue	Roanoke, VA 24012	www.esi.net	Anthony Lane
Electronic Systems - ESI	10406 Lakeridge Parkwy, Ste 1000	Ashland, VA 23055	www.esi.net	Anthony Lane
TML Enterprises, Inc. - TML	4151 Lafayette Center Dr, Ste 100	Chantilly, VA 20151	www.tml-xerox.com	Anthony Lane
GDP Technologies, Inc. - GDP	1180 Eisenhower Parkway	Macon, GA 31206	www.gadup.com	Ben Blankenship
GDP Technologies, Inc. - GDP	4350 Rivergreen Parkway, Ste 100	Duluth, GA 30096	www.gadup.com	Ben Blankenship
Inland Business Systems, Inc. - IBS	1326 N. Market Blvd,	Sacramento, CA 95834	www.igoinland.com	Beth Thomas
Inland Business Systems, Inc. - IBS aka Sierra Office Solutions - SIO	4710 Longley Lane	Reno, NV 89502	www.sierraoffice.com	Beth Thomas
Inland Business Systems, Inc. - IBS aka Lucas Business Systems, Inc. - LUC	627 Bitritto Court	Modesto, CA 95351	www.lucassystems.com	Beth Thomas

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
imageQuest - IQI	11021 E 26th Street N	Wichita, KS 67226	www.imagequestks.com	Andrew Shirah
imageQuest - IQI	11106 Strang Line Rd, Bldg K	Lenexa, KS 66213	www.imagequestks.com	Andrew Shirah
Image Technology Specialists, Inc. - ITS	70 Shawmut Road	Canton, MA 02021	www.its-xrx.com	Randy Baril
Lewan & Associates - LEW	1400 South Colorado Blvd.	Denver, CO 80222	www.lewan.com	Steve St. John
Lewan & Associates - LEW (Warehouse)	8530 Concord Center Dr, #400	Englewood, CO 80112	www.lewan.com	Steve St. John
Lewan & Associates - LEW	1551-D Mercantile Avenue NE	Albuquerque, NM 87107	www.lewan.com	Steve St. John
LRI, LLC	1601 SE Gateway Drive, Ste 130	Grimes, Iowa 50111	www.laserresources.com	Bob Lashier
Merizon Group, Inc - MBM d/b/a Modern Business Machines	620 N. Lynndale Drive	Appleton, WI 54914	www.mbm360.com	Dan Tuohy
Merizon Group, Inc. (Warehouse)	525 N. Perkins Street	Appleton, WI 54914	www.mbm360.com	Dan Tuohy
Michigan Office Solutions - MOS	2859 Walkent Drive NW	Grand Rapids, MI 49544	www.mos-xerox.com	Paul Hartley
Michigan Office Solutions - MOS	3101 Technology Blvd, Ste J	Lansing, MI 48910	www.mos-xerox.com	Paul Hartley
Michigan Office Solutions - MOS	40000 Grand River, Ste 500	Novi, MI 48375	www.mos-xerox.com	Paul Hartley
Minnesota Office Technology Group - MOTG	5600 Rowland Rd, Ste 205	Minnetonka, MN 55343	www.motg-xerox.com	Dan Tuohy
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions	5657 Copley Dr.	San Diego, CA 92111	www.mrc360.com	Bob Leone

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
Mr. Copy, Inc. (Warehouse)	5625-5629 Copley Dr	San Diego, CA 92111	www.mrc360.com	Bob Leone
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions	5050 Hopyard Road, Ste 100	Pleasanton, CA 94588	www.mrc360.com	Bob Leone
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology Solutions (Warehouse)	21343 Cabot Blvd, Bldg A	Hayward, CA 94545	www.mrc360.com	Bob Leone
Rabbit Office Automation (ROA)	904 Weddell Court	Sunnyvale, CA 94089	www.roa-usa.com	Bob Leone
Xerox Hawaii - XHI	700 Bishop Street, Ste 1200	Honolulu, HI	www.xerox.com	Glen Sexton
MT Business Technologies, Inc. - MTB	1150 National Parkway	Mansfield, OH 44906	www.mtbt.com	Chuck Rounds
MT Business Technologies, Inc. - MTB	1205 Corporate Drive	Holland, OH 43528	www.mtbt.com	Chuck Rounds
Quality Business Systems - QBS	14432 SE Eastgate Way, Ste 300	Bellevue, WA 98007	www.qbsi-xerox.com	Kelly Stackpole
Quality Business Systems - QBS (Warehouse)	7112 S. 212th Street	Kent, WA 98032	www.qbsi-xerox.com	Kelly Stackpole
CTX Business Solutions d/b/a Copytronix - CTX	16640 SW 72nd Ave, Bldg 10	Portland, OR 97224	www.ctx-xerox.com	Kyle Marvin
Boise Office Equipment, Inc. - BOE	330 North Ancestor Place	Boise, ID 83704	www.boeweb.com	Pete Battista
R.K. Dixon Company - RDK	5700 Utica Ridge Road	Davenport, IA 52807	www.rkdixon.com	Don Phillips
R.K. Dixon Company - RDK (Warehouse)	5442 Tremont Ave, Ste B	Davenport, IA 52807	www.rkdixon.com	Don Phillips
R.K. Dixon Company - RDK	8630 North Allen Road	Peoria, IL 61615	www.rkdixon.com	Don Phillips

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
Premier Office Equipment, Inc. - POE	1510 East Olive Street	Marshalltown, IA 50158	www.premierofficeequipment.com	Don Phillips
Saxon Business Systems - SAX	14025 NW 60th Avenue	Miami Lakes, FL 33014	www.saxon.net	George Cavallaro
Saxon Business Systems - SAX	1395 NW 17th Avenue, #107	Delray Beach, FL 33445	www.saxon.net	George Cavallaro
Saxon Business Systems - SAX	9150 Phillips Highway, Ste 2	Jacksonville, FL 32256	www.saxon.net	George Cavallaro
SoCal Office Technologies f/d/b/a MWB Copy Products. - SOC	5700 Warland Drive	Cypress, CA 90630	www.socal-office.com	Bob Leone
Stewart of Alabama, Inc. - STO	4000 Colonnade Parkway	Birmingham, AL 35243	www.stewartal.com	Vince Caltagirone
Stewart Business Systems - STW	6000 Irwin Road, Suite A	Mt. Laurel, NJ 08054	www.stewartxerox.com	Joseph O'Malley
Stewart Business Systems - STW (Warehouse)	3001 Irwin Road, Suite B&C	Mt. Laurel, NJ 08054	www.stewartxerox.com	Joseph O'Malley
Stewart Business Systems - STW	365 W. Passaic St, Ste 585	Rochelle Park, PA 07662	www.stewartxerox.com	Joseph O'Malley
Heritage Business Systems - HBS	1263 Glen Avenue	Moorestown, NJ 08057	www.heritagebusiness.com	Joseph O'Malley
Heritage Business Systems - HBS	3525 Quaker Bridge Rd, Ste 910	Hamilton, NJ 08619	www.heritagebusiness.com	Joseph O'Malley
Heritage Business Systems - HBS	501 Silverside Road	Wilmington, DE 19809	www.heritagebusiness.com	Joseph O'Malley
Zoom Imaging Solutions - ZIS	4603 W. Jennifer Ave.	Fresno, CA 93722	www.zoomcopiers.com	Beth Thomas
Zeno Office Solutions - ZOS	8701 Florida	Tampa, FL 33634	www.zenosolutions.com	Matt Petry

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	WEB ADDRESS	PRESIDENT
	Mining Blvd			
Zeno Office Solutions - ZOS	4525 Vineland Road, Ste 203-204	Orlando, FL 32811	www.zenosolutions.com	Matt Petry

Attachment D. Xerox Dun and Bradstreet Report

BIR Report

049591852

190202

XEROX CORPORATION

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FOR THE EXCLUSIVE USE OF SUBSCRIBER 264-814335L.

IN DATE

Statement Date: SEP 30 2018

DUNS: 04-959-1852
XEROX CORPORATION
XEROX

PO BOX 4505
NORWALK CT 06856
201 MERRITT 7
AND BRANCH(ES) OR DIVISION(S)
NORWALK CT 06851
TEL: 203 968-3000

DATE PRINTED
FEB 06 2019

MFG COMPUTER
PERIPHERAL
EQUIPMENT;
PROVIDES BUSINESS
PROCESS & DOCUMENT
MANAGEMENT SERVICES

SIC NOS.
35 77 38 61 35 79
76 29 73 78 73 74

SUMMARY
RATING 5A2

STARTED 1906
SALES F \$10,265,000,000
WORTH \$5,293,000,000
EMPLOYS 35,300
(475 HERE)
HISTORY CLEAR
FINANCING SECURED
FINANCIAL
CONDITION GOOD

CHIEF EXECUTIVE: GIOVANNI VISENTIN, V CHB-CEO

SPECIAL EVENTS

01/29/19 EARNINGS UPDATE: According to published reports, comparative operating results for the year ended December 31, 2018: Revenue of \$9,830,000,000, Net Income of \$374,000,000; compared to Revenue of \$10,265,000,000, Net Income of \$207,000,000 for the comparable period in the prior year.

11/30/18 OFFICER CHANGE: According to published reports, Xerox announced the appointment of Suzan Morno-Wade as executive vice president and (RKAC0001753

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chief human resources officer of the company.

* * * CUSTOMER SERVICE * * *

If you have questions about this report, please call our Customer Resource Center at 1-800-234-3867 from anywhere within the U.S. If you are outside the U.S., contact your local D&B office.

Additional D&B products, monitoring services and specialized investigations are available to help you evaluate this company or its industry. Call Dun & Bradstreet's Customer Resource Center at 1-800-234-3867 from anywhere within the U.S. or visit our website at www.dnb.com.

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* * * SUMMARY ANALYSIS * * *

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The Summary Analysis section reflects information in D&B's file as of February 4, 2019.

RATING SUMMARY

The Rating was changed on February 27, 2018 because of changes in financial information, payment information, or other information about this business. The "5A" portion of the Rating (the Rating Classification) indicates that the company has a worth in excess of \$50 million. The "2" on the right (Composite Credit Appraisal) indicates an overall "good" credit appraisal. This credit appraisal was assigned because the payment information in D&B's file indicates that the majority of this company's obligations are retired satisfactorily and

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because of D&B's "good" assessment of the company's September 30, 2018, interim financial statement.

Below is an overview of the company's D&B Rating(s) since 01/01/91:

RATING	DATE APPLIED
-----	-----
5A2	02/27/18
5A3	03/31/17
5A2	03/23/12
5A3	03/24/04
5A4	11/02/02
--	04/05/01
5A3	03/27/01
5A2	01/11/01
5A1	01/01/91

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* * * PAYMENT SUMMARY * * *

=====

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

The PAYDEX for this company is 73.

This PAYDEX score indicates that payments to suppliers average 11 days beyond terms, weighted by dollar amounts. When dollar amounts are not considered, approximately 73% of the company's payments are within terms.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

	TOTAL	TOTAL	LARGEST	%	DAYS SLOW			
	RCV"D	DOLLAR	HIGH	W/IN				
		AMOUNTS	CREDIT	TERMS	<31	31-60	61-90	91+

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	#	\$	\$	%	%	%	%	%
Total in D&B's file	642	64,005,450	10,000,000					
Top 10 Industries:								
1 Public finance	136	2,154,050	300,000	100	-	-	-	-
2 Nonclassified	20	13,439,300	8,000,000	37	63	-	-	-
3 Telephone communictns	15	1,388,250	1,000,000	100	-	-	-	-
4 Whol computers/softwr	14	12,815,000	10,000,000	96	2	1	-	1
5 Trucking non-local	12	2,035,450	2,000,000	49	51	-	-	-
6 Arrange cargo transpt	8	1,763,000	1,000,000	84	16	-	-	-
7 Mfg computer storage	5	2,295,500	1,000,000	28	-	22	-	50
8 Mfg computers	2	11,000,000	10,000,000	95	5	-	-	-
9 Misc computer service	2	2,100,000	2,000,000	48	50	2	-	-
10 Mfg sanitary paper	1	2,000,000	2,000,000	100	-	-	-	-
11 OTHER INDUSTRIES	290	12,933,650	800,000	59	21	11	2	7

Other Payment Categories:

Cash experiences	114	16,350	2,500
Payment record unknown	18	63,900	15,000
Unfavorable comments	1	1,000	1,000
Placed for collection			
with D&B	0	0	
other	4	N/A	

The highest "Now Owes" on file is \$9,000,000

The highest "Past Due" on file is \$5,000,000

Dun & Bradstreet has 642 payment experiences in its file for this company. For your convenience, we have displayed 80 representative experiences in the PAYMENTS section.

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PAYMENTS (Amounts may be rounded to nearest figure in prescribed ranges)

Antic - Anticipated (Payments received prior to date of invoice)
 Disc - Discounted (Payments received within trade discount period)
 Ppt - Prompt (Payments received within terms granted)

REPORTED	PAYING RECORD	HIGH CREDIT	NOW OWES	PAST DUE	SELLING TERMS	LAST SALE WITHIN
02/19	Slow 60	750	750	750		2-3 Mos
01/19	Ppt	500000	500000	-0-		1 Mo
	Ppt	200000	100000	-0-		1 Mo
	Ppt	75000	65000	-0-		1 Mo
	Ppt	40000				1 Mo
	Ppt	30000	5000	-0-		1 Mo
	Ppt	15000	1000	-0-	N30	1 Mo
	Ppt	15000	-0-	-0-		6-12 Mos
	Ppt	7500	7500	-0-		1 Mo
	Ppt	2500	750	-0-		1 Mo
	Ppt	2500	1000	-0-		1 Mo
	Ppt	500	-0-	-0-	N30	1 Mo

XeroxDuns2-6-19.txt						
	Ppt-Slow 30	10000	-0-	-0-		6-12 Mos
	Ppt-Slow 30	500	-0-	-0-		6-12 Mos
	Ppt-Slow 120	50	50	50		6-12 Mos
	Ppt-Slow 150	30000	-0-	-0-		6-12 Mos
(RKAC0001788	Slow 20	25000	7500	5000	N30	1 Mo
)						
(C)2019D&B						
	Slow 30	7500	7500	7500		2-3 Mos
	Slow 60-150	35000	-0-	-0-		6-12 Mos
12/18	Ppt		100	-0-		1 Mo
	Ppt		750	-0-		1 Mo
	Ppt		750	-0-		1 Mo
	Ppt	1000000	300000	35000		1 Mo
	Ppt	200000	65000	-0-		1 Mo
	Ppt	35000	-0-	-0-	N30	1 Mo
	Ppt	30000	20000	1000	N30	1 Mo
	Ppt	15000	-0-	-0-		1 Mo
	Ppt	7500	7500	-0-		1 Mo
	Ppt	7500	50	50		1 Mo
	Ppt	7500	-0-	-0-		6-12 Mos
	Ppt	5000	-0-	-0-		2-3 Mos
	Ppt	5000	-0-	-0-		6-12 Mos
	Ppt	2500	50	-0-		1 Mo
	Ppt	2500	-0-	-0-		2-3 Mos
	Ppt	2500	2500	-0-	N15	1 Mo
	Ppt	2500	-0-	-0-	N30	2-3 Mos
	Ppt	2500	500	-0-		1 Mo
	Ppt	2500	-0-	-0-		4-5 Mos
	Ppt	2500	-0-	-0-		4-5 Mos
(RKAC0001778	Ppt	2500	2500	-0-		1 Mo
)						
(C)2019D&B						
	Ppt	1000	-0-	-0-	N30	6-12 Mos
	Ppt	1000	1000	-0-		1 Mo
	Ppt	1000	500	-0-		1 Mo
	Ppt	1000	1000	-0-		1 Mo
	Ppt	750	-0-	-0-		6-12 Mos
	Ppt	750	-0-	-0-		4-5 Mos
	Ppt	500	50	-0-		1 Mo
	Ppt	500	500	-0-		1 Mo
	Ppt	500	-0-	-0-		4-5 Mos
	Ppt	500	100	-0-		
	Ppt	500	500	-0-		1 Mo
	Ppt	500	-0-	-0-		1 Mo
	Ppt	250	-0-	-0-		1 Mo
	Ppt	250	-0-	-0-		6-12 Mos
	Ppt	100	-0-	-0-		6-12 Mos
	Ppt	100	-0-	-0-		6-12 Mos
	Ppt	100	-0-	-0-	N30	2-3 Mos
	Ppt	50	-0-	-0-		6-12 Mos
	Ppt	50	-0-	-0-		6-12 Mos
	Ppt	50	-0-	-0-		2-3 Mos
	Ppt	50	50	-0-		1 Mo
	Ppt	50	-0-	-0-		6-12 Mos
(RKAC0001745	Ppt-Slow 30	300000	300000	200000		1 Mo
)						
(C)2019D&B						
	Ppt-Slow 30	20000	1000	-0-		1 Mo
	Ppt-Slow 30	5000	1000	-0-		1 Mo
	Ppt-Slow 30	2500	500	500		1 Mo

XeroxDuns2-6-19.txt

Ppt-Slow 30	1000	-0-	-0-		6-12 Mos
Ppt-Slow 60	20000	15000	7500		1 Mo
Ppt-Slow 60	5000	500	-0-		1 Mo
Ppt-Slow 60	2500	-0-	-0-		4-5 Mos
Ppt-Slow 90	65000	40000	40000		4-5 Mos
Slow 5	400000	300000	300000		1 Mo
Slow 30	10000	-0-	-0-	N30	4-5 Mos
Slow 30	2500	2500	2500		1 Mo
Slow 60	100000	55000	20000	N15	1 Mo
Slow 30-80	100	-0-	-0-		6-12 Mos
Slow 90	500	500	500		
Slow 120+	500	500	500		
(079)	2500	2500	2500		
Placed for collection.					
(080)		-0-	-0-		2-3 Mos
Cash account					

* Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

* Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

* Each experience shown represents a separate account reported by a

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supplier. Updated trade experiences replace those previously reported.

FINANCE
11/17/18

	Fiscal Consolidated Dec 31 2016 (000s omitted)	Fiscal Consolidated Dec 31 2017 (000s omitted)	Interim Consolidated Jun 30 2018 (000s omitted)
Curr Assets	6,992,000	5,230,000	5,080,000
Curr Liabs	4,654,000	2,741,000	2,754,000
Current Ratio	1.5	1.91	1.84
Working Capital	2,338,000	2,489,000	2,326,000
Other Assets	11,059,000	10,716,000	10,476,000
Worth	4,747,000	5,293,000	5,408,000
Sales	10,771,000	10,265,000	
Long Term Liab	8,650,000	7,912,000	7,394,000
Net Profit (Loss)	(460,000)	207,000	
Interim Consolidated statement dated SEP 30 2018:			
	(000s omitted)		(000s omitted)
Cash	\$ 1,157,000	Accts Pay	\$ 1,121,000
Accts Rec	1,290,000	Short-Term/Long-	
Inventory	958,000	Term Debt	410,000
Billed Portion		Accruals	1,205,000
Of Finance Rec-			
Net	102,000		
Finance			
Receivables-Net	1,231,000		

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Other Curr Assets	232,000		
	-----		-----
Curr Assets	4,970,000	Curr Liabs	2,736,000
Fixt & Equip	527,000	Long-Term Debt	4,815,000
Finance Rec Due		Pension & Other	
After 1 Yr-Net	2,161,000	Benefit	

XeroxDuns2-6-19.txt

Investments-Other	1,362,000	Liabilities	1,488,000
Intangible		L.T. Liab-Other	1,092,000
Assets-Net	232,000	COMMON STOCK	256,000
Goodwill	3,899,000	ADDIT. PD.-IN CAP	3,930,000
Other Assets	2,202,000	TREASURY STOCK	(284,000)
		RETAINED EARNINGS	4,997,000
		ADJUSTMENTS	(3,677,000)

Total Assets	15,353,000	Total	15,353,000
--------------	------------	-------	------------

From JAN 01 2018 to SEP 30 2018 sales \$7,297,000,000; cost of goods sold \$4,384,000,000. Gross profit \$2,913,000,000; operating expenses \$2,328,000,000. Operating income \$585,000,000; other expenses \$132,000,000; net income before taxes \$453,000,000; Federal income tax \$220,000,000. Net income \$233,000,000.

Statement obtained from Securities and Exchange Commission.
Prepared from books without audit.

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Accounts receivable shown net less \$57,000,000 allowance.

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Explanations: The net worth of this company includes intangibles; Other Assets consists of equipment on operating leases-net, deferred tax assets and other long-term assets; Other Long-Term Liabilities consists of post-retirement medical benefits, other long-term liabilities and convertible preferred stock; Adjustments consists of accumulated other comprehensive loss and noncontrolling interests.

On November 17, 2018, the financial information was updated.

PUBLIC FILINGS

The following data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

* * * JUDGMENT(S) * * *

DOCKET NO.: SC00171208	
JDGMT TYPE: Judgment	STATUS: Unsatisfied
AGAINST: XEROX CORP, WOODBRIDGE, NJ	DATE STATUS ATTAINED: 11/05/2008
IN FAVOR OF: BEMISS JRJAMES	DATE ENTERED: 11/05/2008
WHERE FILED: MIDDLESEX COUNTY SPECIAL CIVIL/SMALL CLAIMS COURT, EDISON, NJ	LATEST INFO RECEIVED: 11/14/2008

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

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* * * SUIT(S) * * *

DOCKET NO.: 201800455321V	
PLAINTIFF: BRAVO, SAMANTHA A, GERMANTOWN, MD	STATUS: Pending
DEFENDANT: XEROX CORP, WASHINGTON, DC	DATE STATUS ATTAINED: 09/27/2018
	DATE FILED: 09/27/2018

CAUSE: and OTHERS
 APPEAL
 WHERE FILED: MONTGOMERY COUNTY CIRCUIT COURT
 ROCKVILLE, MD
 LATEST INFO RECEIVED: 10/05/2018

DOCKET NO.: 201800007946
 SUIT AMOUNT: \$10,000,000
 PLAINTIFF: BONEYSTEELE, JAMES HALEY
 DEFENDANT: XEROX CORPORATION, NORWALK, CT
 and OTHERS
 WHERE FILED: ALLEGHENY COUNTY PROTHONOTARY,
 PITTSBURGH, PA
 STATUS: Pending
 DATE STATUS ATTAINED: 06/20/2018
 DATE FILED: 06/20/2018
 LATEST INFO RECEIVED: 06/22/2018

DOCKET NO.: 201700006555CV
 PLAINTIFF: RATUSHNY, DONALD
 DEFENDANT: XEROX CORPORATION, HARRISBURG,
 PA
 and OTHERS
 CAUSE: CIVIL ACTION
 WHERE FILED: DAUPHIN COUNTY PROTHONOTARY,
 HARRISBURG, PA
 STATUS: Pending
 DATE STATUS ATTAINED: 09/11/2017
 DATE FILED: 09/11/2017
 LATEST INFO RECEIVED: 02/09/2018

DOCKET NO.: 201700208090
 (RKAC0001795)
 (C)2019D&B
 PLAINTIFF: BURKE, FRANCIS J, PHILADELPHIA,
 PA
 DEFENDANT: XEROX CORPORATION
 and OTHERS
 CAUSE: Negligence
 WHERE FILED: PHILADELPHIA COUNTY COMMON
 PLEAS COURT, PHILADELPHIA, PA
 STATUS: Pending
 DATE STATUS ATTAINED: 03/03/2017
 DATE FILED: 03/03/2017
 LATEST INFO RECEIVED: 03/10/2017

DOCKET NO.: 201600400394
 PLAINTIFF: BAKER, DAVID L, PHILADELPHIA,
 PA
 REID, JANINE, PHILADELPHIA, PA
 DEFENDANT: XEROX CORPORATION
 and OTHERS
 CAUSE: Negligence
 WHERE FILED: PHILADELPHIA COUNTY COMMON
 PLEAS COURT, PHILADELPHIA, PA
 STATUS: Pending
 DATE STATUS ATTAINED: 04/06/2016
 DATE FILED: 04/06/2016
 LATEST INFO RECEIVED: 07/24/2018

DOCKET NO.: 201400011545
 PLAINTIFF: BARRAL, GERARD, DALLAS, PA
 DEFENDANT: XEROX CORPORATION
 WHERE FILED: ALLEGHENY COUNTY PROTHONOTARY,
 PITTSBURGH, PA
 STATUS: Pending
 DATE STATUS ATTAINED: 07/01/2014
 DATE FILED: 07/01/2014
 LATEST INFO RECEIVED: 07/04/2014

BOOK/PAGE: CV/14-824122
 PLAINTIFF: TUA HELP SAVE EAST CLEVELAND
 PROJECT AKA
 DEFENDANT: XEROX CORPORATION
 and OTHERS
 (RKAC0001780)
 (C)2019D&B
 WHERE FILED: CUYAHOGA COUNTY COMMON PLEAS
 COURT, CLEVELAND, OH
 STATUS: Dismissed
 DATE STATUS ATTAINED: 07/03/2014
 DATE FILED: 03/24/2014
 LATEST INFO RECEIVED: 12/05/2014

FILING NO.: 140700110
 PLAINTIFF: PROGRESSIVE CLASSIC INSURANCE
 STATUS: Pending

DEFENDANT: XEROX CORPORATION, SALT LAKE CITY, UT
and OTHERS
CAUSE: Personal injury - non-death
WHERE FILED: DAVIS COUNTY 2ND DISTRICT COURT
FARMINGTON, UT

CASE NO.: 2013687551CJC
SUIT AMOUNT: \$100
PLAINTIFF: MARK WILSON
DEFENDANT: XEROX CORPORATION
WHERE FILED: ORANGE COUNTY SMALL CLAIMS COURT/SANTA ANA, SANTA ANA, CA

STATUS: Pending
DATE STATUS ATTAINED: 11/13/2013
DATE FILED: 11/13/2013
LATEST INFO RECEIVED: 12/03/2013

CASE NO.: RSC18744
SUIT AMOUNT: IN EXCESS OF \$2,500
PLAINTIFF: EL DORADO HOLDING CO.
DEFENDANT: XEROX CORP.
WHERE FILED: PLACER COUNTY SMALL CLAIMS, AUBURN, CA

STATUS: Pending
DATE STATUS ATTAINED: 07/18/2012
DATE FILED: 07/18/2012
LATEST INFO RECEIVED: 07/27/2012

* * * LIEN(S) * * *

A lienholder can file the same lien in more than one filing

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location. The appearance of multiple liens filed by the same lienholder against a debtor may be indicative of such an occurrence.

FILING NO.: 186914980
AMOUNT: \$109
TYPE: State Tax
FILED BY: WORKFORCE SERVICES
AGAINST: XEROX CORP, WEBSTER, NY
WHERE FILED: SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT

STATUS: Released
DATE STATUS ATTAINED: 08/24/2018
DATE FILED: 07/13/2018
LATEST INFO RECEIVED: 09/06/2018

BOOK/PAGE: 2104/3607
AMOUNT: \$2,052 Withholding
TYPE: State Tax
FILED BY: SOUTH CAROLINA DEPARTMENT OF REVENUE
AGAINST: XEROX CORPORATION
WHERE FILED: RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

STATUS: Open
DATE STATUS ATTAINED: 04/19/2016
DATE FILED: 04/19/2016
LATEST INFO RECEIVED: 05/05/2016

CASE NO.: 1604040514
AMOUNT: \$132
TYPE: State Tax
FILED BY: CA EMPLOYMENT DEVELOPMENT DEPARTMENT
AGAINST: XEROX CORPORATION, ROCHESTER, NY and OTHERS
WHERE FILED: SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA

STATUS: Void
DATE STATUS ATTAINED: 05/04/2016
DATE FILED: 04/04/2016
LATEST INFO RECEIVED: 05/23/2016

(RKAC0001751

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(C)2019D&B

CASE NO.: J16000108625
AMOUNT: \$300

STATUS: Terminated

XeroxDuns2-6-19.txt

TYPE: Judgment lien
FILED BY: STATE OF FLORIDA, DEPARTMENT OF REVENUE
AGAINST: XEROX CORPORATION, WEBSTER, NY
WHERE FILED: SECRETARY OF STATE/UCC DIVISION
TALLAHASSEE, FL

DATE STATUS ATTAINED: 02/10/2016
DATE FILED: 02/13/2013
LATEST INFO RECEIVED: 03/14/2016

FILING NO.: 4479/1577
AMOUNT: Corporate income tax
TYPE: State Tax
FILED BY: STATE OF FLORIDA DEPARTMENT OF REVENUE
AGAINST: XEROX CORPORATION, WEBSTER, NY
WHERE FILED: LEON COUNTY RECORDERS OFFICE,
TALLAHASSEE, FL

STATUS: Withdrawn
DATE STATUS ATTAINED: 05/02/2016
DATE FILED: 02/06/2013
LATEST INFO RECEIVED: 05/13/2016

FILING NO.: 4471/943
AMOUNT: Corporate income tax
TYPE: State Tax
FILED BY: STATE OF FLORIDA DEPARTMENT OF REVENUE
AGAINST: XEROX CORPORATION, WEBSTER, NY
WHERE FILED: LEON COUNTY RECORDERS OFFICE,
TALLAHASSEE, FL

STATUS: Released
DATE STATUS ATTAINED: 02/03/2016
DATE FILED: 01/22/2013
LATEST INFO RECEIVED: 02/19/2016

FILING NO.: 2755940
AMOUNT: \$250
(RKAC0001766
)
(C)2019D&B
TYPE: Local Tax
FILED BY: TOWN OF GROTON
AGAINST: XEROX CORP, ROCHESTER, NY
WHERE FILED: UCC COMMERCIAL RECORDING
DIVISION, HARTFORD, CT

STATUS: Open
DATE STATUS ATTAINED: 06/02/2010
DATE FILED: 06/02/2010
LATEST INFO RECEIVED: 09/03/2012

FILING NO.: 2755942
AMOUNT: \$10,114
TYPE: Local Tax
FILED BY: TOWN OF GROTON
AGAINST: XEROX CORP, ROCHESTER, NY
WHERE FILED: UCC COMMERCIAL RECORDING
DIVISION, HARTFORD, CT

STATUS: Open
DATE STATUS ATTAINED: 06/02/2010
DATE FILED: 06/02/2010
LATEST INFO RECEIVED: 09/03/2012

FILING NO.: 2755944
AMOUNT: \$639
TYPE: Local Tax
FILED BY: TOWN OF GROTON
AGAINST: XEROX CORP, ROCHESTER, NY
WHERE FILED: UCC COMMERCIAL RECORDING
DIVISION, HARTFORD, CT

STATUS: Open
DATE STATUS ATTAINED: 06/02/2010
DATE FILED: 06/02/2010
LATEST INFO RECEIVED: 09/03/2012

FILING NO.: 2755945
AMOUNT: \$152
TYPE: Local Tax
FILED BY: TOWN OF GROTON
AGAINST: XEROX CORPORATION, ROCHESTER, NY
WHERE FILED: UCC COMMERCIAL RECORDING
DIVISION, HARTFORD, CT
(RKAC0001759
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STATUS: Open
DATE STATUS ATTAINED: 06/02/2010
DATE FILED: 06/02/2010
LATEST INFO RECEIVED: 09/03/2012

COLLATERAL:	All Assets and proceeds	DATE FILED:	12/07/2016
FILING NO:	2016 7596446	LATEST INFO RECEIVED:	01/10/2017
TYPE:	Original	FILED WITH:	SECRETARY OF
SEC. PARTY:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, BROOKLYN, NY		STATE/UCC DIVISION, DE
DEBTOR:	XEROX MORTGAGE SERVICES, INC., ATLANTA, GA		

COLLATERAL: All Assets and proceeds	DATE FILED: 12/07/2016
FILING NO: 2016 7596412	LATEST INFO RECEIVED: 01/10/2017
TYPE: Original	FILED WITH: SECRETARY OF
SEC. PARTY: JPMORGAN CHASE BANK, N.A., AS	STATE/UCC DIVISION,
ADMINISTRATIVE AGENT, BROOKLYN,	DE
NY	

(RKAC0001757

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DEBTOR: XEROX FEDERAL SOLUTIONS, LLC,
ATLANTA, GA

COLLATERAL: All Assets	DATE FILED: 07/28/2016
FILING NO: 2016 4579270	LATEST INFO RECEIVED: 11/17/2016
TYPE: Original	FILED WITH: SECRETARY OF
SEC. PARTY: COMPASS BANK, HOUSTON, TX	STATE/UCC DIVISION,
DEBTOR: EOX EXCHANGE LLC, HOUSTON, TX	DE

COLLATERAL:	All Assets	DATE FILED:	03/02/2006
FILING NO:	0603025208958	LATEST INFO RECEIVED:	03/28/2006
TYPE:	Original	FILED WITH:	SECRETARY OF
SEC. PARTY:	BANCO POPULAR NORTH AMERICA, CHICAGO, IL		STATE/UCC DIVISION, NY
	THE WALDEN ASSET GROUP, INC., WELLESLEY, MA		
DEBTOR:	XEROX CORPORATION, TOWSON, MD		

COLLATERAL:	All Assets	DATE FILED:	03/02/2006
FILING NO:	0603025208946	LATEST INFO RECEIVED:	03/28/2006
TYPE:	Original	FILED WITH:	SECRETARY OF
SEC. PARTY:	BANCO POPULAR NORTH AMERICA, CHICAGO, IL		STATE/UCC DIVISION, NY
	THE WALDEN ASSET GROUP, INC., WELLESLEY, MA		
DEBTOR:	XEROX CORPORATION, TOWSON, MD		

COLLATERAL: All Assets
(RKAC0001748

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FILING NO: 0603025208934
TYPE: Original

DATE FILED: 03/02/2006
LATEST INFO RECEIVED: 03/28/2006

SEC. PARTY: BANCO POPULAR NORTH AMERICA, CHICAGO, IL
 THE WALDEN ASSET GROUP, INC., WELLESLEY, MA
 FILED WITH: SECRETARY OF STATE/UCC DIVISION, NY
 DEBTOR: XEROX CORPORATION, TOWSON, MD

COLLATERAL: All Assets
 FILING NO: 0603025208922
 TYPE: Original
 SEC. PARTY: BANCO POPULAR NORTH AMERICA, CHICAGO, IL
 THE WALDEN ASSET GROUP, INC., WELLESLEY, MA
 FILED WITH: SECRETARY OF STATE/UCC DIVISION, NY
 DEBTOR: XEROX CORPORATION, TOWSON, MD
 DATE FILED: 03/02/2006
 LATEST INFO RECEIVED: 03/28/2006

COLLATERAL: All Assets
 FILING NO: 0603025208910
 TYPE: Original
 SEC. PARTY: BANCO POPULAR NORTH AMERICA, CHICAGO, IL
 THE WALDEN ASSET GROUP, INC., WELLESLEY, MA
 FILED WITH: SECRETARY OF STATE/UCC DIVISION, NY
 DEBTOR: XEROX CORPORATION, TOWSON, MD
 DATE FILED: 03/02/2006
 LATEST INFO RECEIVED: 03/28/2006

COLLATERAL: Negotiable instruments
 FILING NO: 1108230457905
 (RKAC0001766)
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 TYPE: Original
 SEC. PARTY: STERNE AGEE GROUP, INC., BIRMINGHAM, AL
 FILED WITH: SECRETARY OF STATE/UCC DIVISION, NY
 DEBTOR: PRATI, RICHARD
 DATE FILED: 08/23/2011
 LATEST INFO RECEIVED: 08/30/2011

There are additional suits, liens, or judgments in D&B'S file on this company available by contacting 1-800-234-3867.

There are additional UCC's in D&B's file on this company available by contacting 1-800-234-3867.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

HISTORY 11/30/18

KEITH COZZA, CHB+
 STEVEN J BANDROWCZAK, PRES-COO
 WILLIAM F OSBOURN JR, EXEC V PRES-CFO
 STEPHEN HOOVER, SR V PRES-CTO
 GIOVANNI VISENTIN, V CHB-CEO+
 SUZAN MORNOWADE, EVP-CRO
 LOUIE PASTOR, EXEC V PRES-GEN COUNSEL
 JOSEPH H MANCINI JR, V PRES-CAO
 DIRECTOR(S): The officers identified by (+) and Gregory Q Brown, Jonathan Christodoro, Joseph J Echevarria, Nicholas Graziano, Cheryl Gordon Krongard, A Scott Letier and Sara Martinez Tucker.

* * * CORPORATE AND BUSINESS REGISTRATIONS * * *
 REPORTED BY THE SECRETARY OF STATE
 OR OTHER OFFICIAL SOURCE AS OF 01/25/2019

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The following data is not an official record of the Department of State or the State of New York and Dun & Bradstreet is not an employee or agent thereof.

REGISTERED NAME: XEROX CORPORATION

CORPORATION TYPE: PROFIT
BUSINESS TYPE: CORPORATION
REGISTRATION ID #: 27553

FILING DATE: 04/18/1906
DURATION: 04/18/2006

STATE OF ORGANIZATION (INCORPORATION): NEW YORK
DATE OF ORGANIZATION (INCORPORATION) : 04/18/1906

STATUS: ACTIVE

WHERE FILED: SECRETARY OF STATE/CORPORATION DIVISION, ALBANY, NY

PRINCIPALS: GIOVANNI VISENTIN, CHAIRMAN OF THE BOARD, 201 MERRIT 7,
NORWALK, CT 06851

The New York Secretary of State's business registrations file showed that Xerox Corporation was registered as a Corporation on April 18, 1906, under the file registration number 27553.

Business started 1906.

The Certificate of Incorporation was filed by the Department of State on April 18, 1906 under the name The Haloid Company. On August 13, 1973, the company changed its name to Haloid Xerox Inc. The company is now under the name Xerox Corporation.

The company's common stock is traded on the New York Stock Exchange (NYSE) under the symbol "XRX". As of December 31, 2017, there were 28,752 shareholders of record. As of December 31, 2017, those shareholders identified by the company as beneficially owning 5% or

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more of the outstanding shares were: The Vanguard Group, Inc (9.7%); BlackRock, Inc. (5.9%); Mr Carl C Icahn c/o Icahn Capital LP (9.2%) and Darwin Deason (5.9%). As of June 1, 2018, officers and directors as a group beneficially owns less than 1% of the outstanding shares.

RECENT EVENTS.

In August 2017, the company completed the sale of the Xerox Research Centre Europe in Grenoble, France to Naver Corporation (Naver). The selling price was approximately \$23 and included a license agreement and the transfer of liabilities.

On May 15, 2017, Global Imaging Systems, Inc., a subsidiary of the company has acquired MT Business Technologies, Inc.

On March 1, 2017, Global Imaging Systems, Inc., a wholly owned subsidiary of the company through its wholly owned subsidiary, LRI, L.L.C., has acquired the assets of Laser Resources, L.L.C.

On December 31, 2016, the company completed the separation of its Business Process Outsourcing (BPO) business from its Document Technology and Document Outsourcing (DT/DO) business.

On November 27, 2016, Kentucky Retirement Systems Insurance Trust Fund has acquired a new position in the company. The firm acquired 38,448 shares of the company's stock, valued at approximately \$365,000.

KEITH COZZA. Director since 2018. He has been Chairman of the Board of the company and President and CEO, Icahn Enterprises L.

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GIOVANNI VISENTIN. Director since 2018. He was recently appointed as the Vice Chairman and CEO of the company. Prior to being
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appointed to that role, he was a Senior Advisor to the Chairman of Exela Technologies and an Operating Partner for Advent International. In October 2013, he was named the Executive Chairman and CEO of Novitex Enterprise Solutions following the acquisition of Pitney Bowes Management Services by funds affiliated with Apollo Global Management. In July 2017, Novitex closed on a business combination with SourceHOV, LLC and Quinpario Acquisition Corp. 2 to form Exela Technologies.

STEVEN J BANDROWCZAK. He was appointed as the President and COO of the company effective June 2018. He joined the company from Alight Solutions, where he was the COO and Chief Information Officer.

SUZAN MORNO-WADE. Served as vice president of Total Rewards.

WILLIAM F OSBOURN JR. He serves as the company's Executive Vice President and CFO. He joined the company in 2016 following 14 years at Time Warner Cable (TWC). After serving in a variety of roles, including Controller and CAO for eight years, he was Co-CFO of TWC. Prior, he spent two years as Executive Director for External Financial Reporting and Accounting Policy at Time Warner Inc.

LOUIE PASTOR. He was appointed as the Executive Vice President and General Counsel of the company in October 2018. He joined Xerox from Icahn Enterprises, where he was the Deputy General Counsel.

STEPHEN HOOVER. He serves as the company's Senior Vice President, CTO.

JOSEPH H MANCINI JR. He serves as the company's Vice President and CAO.

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GREGORY Q BROWN. Director since 2017. He serves as the Chairman and CEO of Motorola Solutions, Inc.

JONATHAN CHRISTODORO. Director since 2018. He is a private investor.

JOSEPH J ECHEVARRIA. Director since 2017. He served as CEO of Deloitte LLP from 2011 until his retirement in August 2014.

NICHOLAS GRAZIANO. Director since 2018. He has been a Portfolio Manager at Icahn Capital.

CHERYL GORDON KRONGARD. Director since 2017. She was a Senior Partner of Apollo Management, L.P. from January 2002 to December 2004.

A SCOTT LETIER. Director since 2018. He has been the Managing Director at Deason Capital Services, LLC.

SARA MARTINEZ TUCKER. Director since 2011. She is a retired CEO of National Math and Science Initiative from 2013 to 2015.

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OPERATION

11/30/18

The company designs, develops, and sells document management systems and solutions. It offers managed document services, including managed print services and multi-channel communication services, as well as a range of digital solutions, such as workflow automation services, content management, and digitization services.

The company also provides desktop monochrome and color printers, and multifunction printers; copiers, digital printing presses and light production devices, and solutions; graphic communications and commercial printers; inkjet presses; and FreeFlow portfolio of software solutions for the automation and integration of print jobs

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processing. In addition, it sells paper products, wide-format systems, and global imaging systems network integration solutions. The company sells its products and services directly to its customers through sales force, as well as through independent agents, dealers, value-added resellers, systems integrators, and the Web.

Terms are Net 30 days and on contract basis. Sells to commercial concerns. Territory : International.

The company's revenues are affected by such factors as the introduction of new products, the length of sales cycles and the seasonality of technology purchases and services unit volumes. These factors have historically resulted in lower revenues, operating profits and operating cash flows in the first quarter and the third quarter.

EMPLOYEES: 35,300 which includes officer(s). 475 employed here.

FACILITIES: Leases premises in a building.

BRANCHES: The business has branch(es) division(s); detailed branch information is available in Dun & Bradstreet's linkage or family tree products.

SUBSIDIARIES: The business has subsidiary(ies); detailed subsidiary information is available in Dun & Bradstreet's linkage or family tree products.

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FULL DISPLAY COMPLETE



AGENDA SUMMARY REPORT

SUBJECT: Award Contract to C.V. Larsen Co. in the Amount of \$526,500 for the PZ2S Water Tank Replacement Project, Specification No. 20-02, Revision 1, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Water Resources

PREPARED BY: Mary Horger, Financial Services Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Bid Tab - PZ2S Tank Replacement Project
2. Bid from CV Larsen Co.

Summary: Council will consider awarding a contract to C.V. Larsen Co. in the amount of \$526,500 for the PZ2S Water Tank Replacement Project, Specification No. 20-02, Revision 1, and approving a corresponding budget amendment.

Background: During the course of the 2015 Water Rate Study, Capital Improvement Projects were prioritized, which are funded through the Water System Rates. During this process, staff identified the need to rehabilitate or replace the existing 100,000 gallon water reservoir in Pressure Zone 2 South (PZ2S). The reservoir has several leaks in the side, which staff has repaired on numerous occasions. However, the overall condition of the tank does not allow for the repairs to be long-lasting and the patches eventually leak again.

On May 20, 2020, Council approved the plans and specifications for the PZ2S Water Tank Replacement Project, Specification No. 20-02, Revision 1, and authorized staff to issue bids.

Discussion: On May 21, 2020, the bid was released for the PZ2S Water Tank Replacement Project, Specification No. 20-02, Revision 1. Bids were originally due on Tuesday, June 23, 2020, but was revised by Addendum 2 to be opened on Thursday, June 25, 2020. Bids were received from seven contractors. The bid tabulation is provided for as Attachment 1.

C.V. Larsen Co. submitted the lowest bid, in the amount of \$526,500. Please see Attachment 2 for a copy of their bid. During their bid review, it was discovered that they used the original bid bond reflecting the original bid due date, and not the revised bid bond that was issued with Addendum 2, reflecting the revised bid due date. After review with the City Attorney, it was determined that this was an insignificant clerical error, as it would not prevent the bonding from enforcing the bid bond.

It is therefore staff's recommendation to award a contract to C.V. Larsen Co. in the amount of \$526,500 for the PZ2S Water Tank Replacement Project, Specification No. 20-02. Staff is also requesting approval of a corresponding budget amendment that will include the amount of the lowest bid, plus 10% for possible change orders, resulting in a total budget amendment amount of \$579,150.

Recommended Action: Award contract to C.V. Larsen Co. in the amount of \$526,500 for the PZ2S Water

Tank Replacement Project, Specification No. 20-02 Revision 1, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes.

CURRENT BUDGET AMOUNT: 82227113.80230.15071: \$0

PROPOSED BUDGET AMOUNT: 82227113.80230.15071: \$526,500 plus 10%=\$579,150

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jason Benson, Senior Civil Engineer; Sean White, Director of Water Resources

Approved:


Sage Sangiacomo, City Manager

PZ2S Water Tank Replacement Project, Spec. 20-02 Rev. 1																	
City of Ukiah																	
Bid Opening:2020-06-25				C.V. Larsen Co.		Piazza Construction		Team Ghilotti, Inc.		Fort Bragg Electric		Pierson Company		Aries Construction Corporation		Innovative Construction Solutions	
				1846 Ludwig Ave Santa Rosa, CA 95407		PO Box 573 Penngrove, CA 94951		2531 Petaluma Blvd Petaluma, CA 94952		PO Box 1878 Fort Bragg, CA 95437		1200 West Harris Street Eureka, CA 95503		1701 E Edinger Ave Ste A9 Santa Ana, CA 92705		575 Anton Blvd Suite 850 Costa Mesa, CA 92626	
Base Bid																	
Item #	Item Description	QTY	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$15,470.19	\$15,470.19	\$17,000.00	\$17,000.00	\$67,327.00	\$67,327.00	\$17,448.00	\$17,448.00	\$3,290.00	\$3,290.00	\$68,800.00	\$68,800.00	\$85,000.00	\$85,000.00
2	DEMOLITION OF EXISTING WELDED STEEL WATER TANK, CONCRETE FOOTING AND	1	LS	\$50,250.39	\$50,250.39	\$52,655.00	\$52,655.00	\$62,840.00	\$62,840.00	\$87,871.00	\$87,871.00	\$55,690.00	\$55,690.00	\$63,680.00	\$63,680.00	\$45,000.00	\$45,000.00
3	CLEARING AND GRUBBING	1	LS	\$7,111.28	\$7,111.28	\$2,500.00	\$2,500.00	\$17,327.00	\$17,327.00	\$3,689.00	\$3,689.00	\$1,910.00	\$1,910.00	\$21,220.00	\$21,220.00	\$2,500.00	\$2,500.00
4	EXCAVATION AND SOILS EXPORT	185	CY	\$59.56	\$11,018.60	\$140.00	\$25,900.00	\$131.00	\$24,235.00	\$86.64	\$16,028.40	\$123.14	\$22,780.90	\$233.68	\$43,230.80	\$175.68	\$32,500.80
5	PROVIDE AND INSTALL COMPACTED ENGINEERED FILL	150	CY	\$118.23	\$17,734.50	\$169.00	\$25,350.00	\$173.00	\$25,950.00	\$152.94	\$22,941.00	\$125.07	\$18,760.50	\$196.13	\$29,419.50	\$100.00	\$15,000.00
6	FINISH GRADING	1	LS	\$7,940.08	\$7,940.08	\$6,265.00	\$6,265.00	\$13,327.00	\$13,327.00	\$6,041.00	\$6,041.00	\$7,820.00	\$7,820.00	\$9,390.00	\$9,390.00	\$3,500.00	\$3,500.00
7	EROSION CONTROL	1	LS	\$4,101.94	\$4,101.94	\$6,605.00	\$6,605.00	\$20,177.00	\$20,177.00	\$6,084.00	\$6,084.00	\$9,660.00	\$9,660.00	\$7,390.00	\$7,390.00	\$15,000.00	\$15,000.00
8	PROVIDE AND INSTALL YARD PIPING	1	LS	\$20,441.13	\$20,441.13	\$46,840.00	\$46,840.00	\$46,177.00	\$46,177.00	\$56,797.00	\$56,797.00	\$51,730.00	\$51,730.00	\$38,190.00	\$38,190.00	\$116,000.00	\$116,000.00
9	PROVIDE AND INSTALL TANK FOUNDATION	1	LS	\$42,984.98	\$42,984.98	\$61,576.00	\$61,576.00	\$61,500.00	\$61,500.00	\$83,236.00	\$83,236.00	\$93,580.00	\$93,580.00	\$69,660.00	\$69,660.00	\$95,500.00	\$95,500.00
10	PROVIDE AND INSTALL GLASS FUSED BOLTED STEEL WATER TANK	1	LS	\$312,951.64	\$312,951.64	\$300,290.00	\$300,290.00	\$239,000.00	\$239,000.00	\$324,746.00	\$324,746.00	\$434,130.00	\$434,130.00	\$370,410.00	\$370,410.00	\$382,000.00	\$382,000.00
11	PROVIDE AND INSTALL TANK CATHODIC PROTECTION SYSTEM	1	LS	\$15,507.69	\$15,507.69	\$15,255.00	\$15,255.00	\$22,327.00	\$22,327.00	\$18,685.00	\$18,685.00	\$20,190.00	\$20,190.00	\$13,800.00	\$13,800.00	\$13,000.00	\$13,000.00
12	PROVIDE AND INSTALL TANK LEVEL INSTRUMENTATION	1	LS	\$6,429.96	\$6,429.96	\$21,655.00	\$21,655.00	\$23,177.00	\$23,177.00	\$10,561.00	\$10,561.00	\$7,590.00	\$7,590.00	\$21,540.00	\$21,540.00	\$3,500.00	\$3,500.00
13	PROVIDE AND INSTALL OVERFLOW DRAIN PIPING AND INLET BOX	1	LS	\$14,557.62	\$14,557.62	\$16,585.00	\$16,585.00	\$33,777.00	\$33,777.00	\$11,387.00	\$11,387.00	\$0.00	\$0.00	\$35,290.00	\$35,290.00	\$16,500.00	\$16,500.00
Total					\$526,500.00		\$598,476.00		\$657,141.00		\$665,514.40		\$727,131.40		\$792,020.30		\$825,000.80
Listed Subs				Corrpro Waterworks 645 W 24th Street Ste 102 Tempe, AZ 85282 Cathodic Protection		Corrpro Waterworks 645 W 24th Street Ste 102 Tempe, AZ 85282 Cathodic Protection		Corrpro Waterworks 645 W 24th Street Ste 102 Tempe, AZ 85282 Cathodic Protection Systm		Central Valley Environmental Fresno, CA Demolition and Hazmat Redmediation		Blastco 16201 Wood Pine Channelview, TX 77530 Glass Fused Bolted Steel Water Tank Cathodic Prot		Alliance Environmental 1250 Campbell Avenue San Jose, CA 95126 Abatement Service		Cal Pointe Builders Santa Ana, CA Concrete	
				Silicon Valley Demolition, Inc. 155 E Main Street Ste 110 Morgan Hill, CA 95037 Demolition		Fowler Electric Services, Inc. 44 Sprager Road Petaluma, CA 94952 Electrical & Instrumentation		Done Right Demolition 9015 Redwater Drive Antelope, CA 95843 Demolition/Asbestos & Abatement Tree Removal		Corrpro Waterworks 645 W 24th Street Ste 102 Tempe, AZ 85282 Cathodic Protection		Cal Inc. 2040 Peabody Lane Vacaville, CA Abatement		Blastco 16201 Wood Pine Channelview, TX 77530 Tank Installer		Calcon Systems San Ramon, CA Electrical	
				United Industries Group, Inc. 11 Rancho Cir Lake Forest Lake Forest, CA 92630 Furnish & Install Tank		Meca Consulting, Inc. 401 Roland Way Ste 250 Oakland, CA 94621 Site Monitoring & Testing		F3 & Associates 701 E H Street Benicia, CA 94510 Survey		National Storage Tank, Inc. Santa Road, CA Water Storage Tank		F3 & Associates 701 E H Street Benicia, CA 94510 Construction Staking		Corrpro Waterworks 645 W 24th Street Ste 102 Tempe, AZ 85282 Cathodic Protection Service		California Aquastore 868 Morningside Way Pleasant Hill, CA 94523 FRP Tank	
						United Industries Group, Inc. 11 Rancho Cir Lake Forest Lake Forest, CA 92630 Water Tank		Fowler Electric Services, Inc. 44 Sprager Road Petaluma, CA 94952 Electrical Services		Rose Engineering Mendocino, CA Excavation, Grading and Site Work		MM Electric PO Box 6133 Eureka, CA Electrical		Matt Chlor El Monte, CA Chorination		Corrpro Waterworks 645 W 24th Street Ste 102 Tempe, AZ 85282 CP System	
						West Coast Reinforcing, Inc. 3500 Holly Oak Way Santa Rosa, CA 95404 Rebar		Sonoma Reinforcing 10001 Old Redwood Hwy Windsor, CA 95492 Rebar for Tank Footing								Matt Chlor El Monte, CA Chlorination	
								United Industries Group, Inc. 11 Rancho Cir Lake Forest Lake Forest, CA 92630 Glass Fused Bolted Steel Water Tank								SV Demolition Morgan Hill, CA Demolition	

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
PZ2S Water Tank Replacement Project**

Specification No. 20-02 Rev. 1

The undersigned, as bidder, declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

PZ2S Water Tank Replacement Project

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	LS	1	\$ 15,470.19	\$ 15,470.19
2	Demolition of Existing Welded Steel Water Tank, Concrete Footing and Selective Yard Piping	LS	1	\$ 50,250.39	\$ 50,250.39
3	Clearing and Grubbing	LS	1	\$ 7111.28	\$ 7111.28
4	Excavation and Soils Export	CY	185	59.56 \$ 118.23 ^{CVL}	11,018.60 \$ 17,734.50 ^{CVL}
5	Provide and Install Compacted Engineered Fill	CY	150	\$ 118.23	\$ 17,734.50
6	Finish Grading	LS	1	\$ 7940.08	\$ 7940.08

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
7	Erosion Control	LS	1	\$ 4101.94	\$ 4101.94
8	Provide and Install Yard Piping	LS	1	\$20,441.13	\$20,441.13
9	Provide and Install Tank Foundation	LS	1	\$ 42,984.98	\$ 42,984.98
10	Provide and Install Glass Fused Bolted Steel Water Tank	LS	1	\$312,951.64	\$312,951.64
11	Provide and Install Tank Cathodic Protection System	LS	1	\$15,507.69	\$ 15,507.69
12	Provide and Install Tank Level Instrumentation	LS	1	6429.96 \$2929.96	6429.96 \$2929.96 ^{en}
13	Provide and Install Overflow Drain Piping and Inlet Box	LS	1	\$14,557.62	\$ 14,557.62
TOTAL BASE BID AMOUNT IN FIGURES→					526,500.00 ^{en} \$ 523,000.00

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

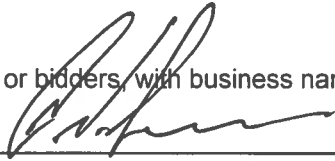
Witness our hands this day of 25 June, 2020.

Licensed in accordance with an act providing for the registration of California Contractors License No. 648209, expiration date 5/31/22.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: 1000005437

Signature of bidder or bidders, with business name, address, phone number and fax number:



C.V. Larsen Co

1846 Ludwig Ave Santa Rosa 95407

707-526-3750 707-571-8481

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

PZ2S Water Tank Replacement Project



(Signature of Bidder)

Business Mailing Address:

1846 Ludwig Ave
Santa Rosa CA 95407

Business Location:

Same

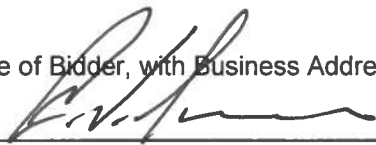
(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this 25 day of June, 2020

Signature of Bidder, with Business Address:

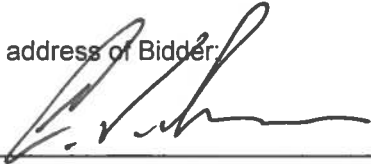


1846 Ludwig Ave
Santa Rosa CA 95407

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:


Date 6/25/20
1846 Ludwig Ave
Santa Rosa CA 95407

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) Include with the name of each sub-contractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK
Silicon Valley Demolition Inc.	970115	1000045699	155 E. Main St. Ste 110 Morgan Hill CA 95037	Demolition
Corpro Waterworks	764878	1000002963	645 W. 24th St Ste 102 Tempe AZ 85282	Cathodic Protection
United Industries Group	892030	1000021858	11 Rancho Cir Lake Forest CA 92630	Furnish + Install Tank

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done and to give references that will enable the City Council to judge of his or her experience, skill and business standing and his or her ability to conduct work as completely and rapidly as required under the terms of the contract.

See attached

<u>Contract Amount</u>	<u>Contract Description</u>
\$ 275,000.00	General Contractor: Site work and underground utilities, Clearlake Ca. Shauna (707) 479-6651 Jan-March 2020
\$ 386,000.00	Subcontractor: Rowes Creek Bridge Replacement, Dunton Construction, Mark Dutton, 530-365-9652 May-July 2019
\$ 162,000.00	Subcontractor: McKelvey Park, Sheetpile and Shoring Installation, Kiewit Pacific Co. 925-686-3030 June 2017-Sept 2018
\$ 32,000.00	Subcontractor: Truckee River Piledriving and shoring. Kiewit Infrastructure West 925-686-3030 Oct-Nov 2017
\$ 165,000.00	General Contractor: WPCF Final Effluent Channel, City of Hayward 510-583-4071. Aug 2017-Sept 2017
\$ 157,300.00	General Contractor: Ryder Park Erosion Repair, City of San Mateo 650-522-7319 Sept 2016-Nov 2016.
\$ 446,108.00	Subcontractor: Waste Management Corp. Piledriving, Furnish and Install Concrete Pile for Redwood Renewable Energy Plant, Novato CA. Nov. 2015-March 2016. Jay Maruska jmaruska@wm.com .
\$ 400,000.00	Subcontractor: Presidio Parkway Improvements, Piledriving, Flatiron/Kiewit JV, Aug-Oct 2014. Dan Griffin (415) 345-7020.
\$ 72,000.00	<u>General Contractor:</u> Novato Sanitary District, Reclamation Culvert Replacement Project, 2012. Steve Krautheim 415-892-1694,
\$ 11,020.00	<u>General Contractor:</u> State of California Department of Parks and Recreation, Jack London State Park Chlorinator Replacement Project, 2012, Bruce Lund (707) 942-5311
\$ 475,000.00	<u>General Contractor:</u> State of California Department of Parks and Recreation, Water Treatment Plant Upgrades with tank removal and replacement.. March 2010-November 2010. Bruce Lund (707) 942-5311
\$ 129,000.00	<u>Subcontractor:</u> To Kiewit Pacific Co. at Petaluma Water Treatment Plant. Furnish and Drive Sheetpile Wall at Polishing Pond. June 2009. Clint (707) 782-9826

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidder's Bond
(insert the words "cash (\$)", "cashier's check" or "bidder's bond", as the case may be) in an amount equal to at least 10 percent of the bid.

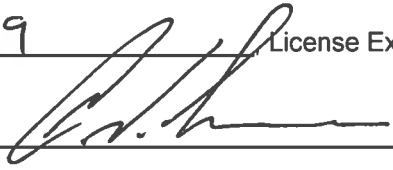
The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, provide the legal name of corporation and also the names of the president, secretary, treasurer and manager thereof. If a co-partnership, provide the true name of firm and also the names of all individual co-partners composing the firm. If bidder or other interested person is an individual, provide the first and last names in full.

Christopher V. Larsen
Sole Proprietor

Licensed in accordance with an act providing for the registration of Contractors:

License No. 646209 License Expiration Date 5/31/22

Signature(s) of Bidder: 

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address: 18416 Ludwig Ave
Santa Rosa CA 95407

Place of residence: Same

Dated: 6/25/20

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, C.V. Larsen Co.

_____, as PRINCIPAL and

The Ohio Casualty Insurance Company

_____, as SURETY,

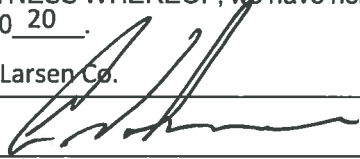
are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent of Amount Bid (10%)

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on June 23, 2020 for **PZ2S Water Tank Replacement Project**.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

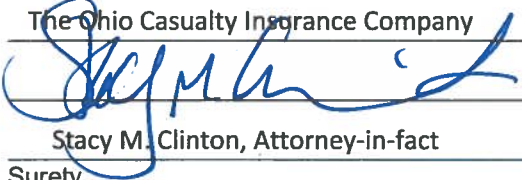
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 16th day of June,
A.D. 20 20.

C.V. Larsen Co. (Seal)

 (Seal)

Christopher V. Larsen, Owner (Seal)
Principal

The Ohio Casualty Insurance Company (Seal)

 (Seal)

Stacy M. Clinton, Attorney-in-fact (Seal)
Surety

Address: 255 California Street, Suite 950
San Francisco, CA 94111



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8202034-975627**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tammy Carpenter, Stacy M. Clinton, Natalie Ann Horder, Kenneth A. Keeney, Catherine A. Pinney, Lacey Torkelson Smith, Mark W. Stokes, Nancy L. Wallis, K. Dixon Wright

all of the city of Petaluma state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of June, 2020.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)

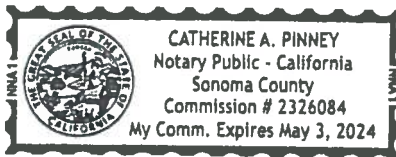
On 6/16/20 before me, Catherine A. Pinney, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stacy M. Clinton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing **PZ2S Water Tank Replacement Project** by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Chris Foreman, D.V. CONTRACTOR
[Signature]
Signature(s) of Bidder

Business Address: 1846 Ludwig Ave.
Santa Rosa CA 95407

Place of Residence: Same

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

**See Attached
California
Notary page**

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20____.

CALIFORNIA JURAT CERTIFICATE

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

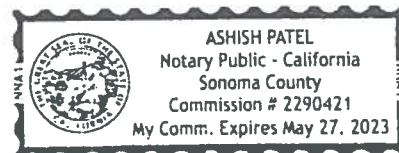
County of Sonoma.

Subscribed and sworn to (or affirmed) before me on this 24th day of June
2020 by Christopher Larsen

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS MY HAND AND OFFICIAL SEAL.

Ashish Patel
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

non-Collusion Affidavit
(Title of document)

Number of Pages _____ (Including jurat)

Document Date _____

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual
- ☐ Corporate Officer
- ☐ Partner
- ☐ Attorney-In-Fact
- ☐ Trustee
- ☐ Other: _____

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



SPEC. 20-02 Rev. 1 – PZ2S Water Tank Replacement Project

Addendum No. 1

June 3, 2020

The following is Addendum No. 1 to SPEC. NO. 20-02 Rev. 1 – PZ2S Water Tank Replacement Project.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

I. Revision to the Bid Notice:

The publication dates of the Bid Notice have been revised from two dates to one. The one date of publication will be June 5, 2020. Please refer to Attachment 1 for a copy of the revised Notice.

All other terms and conditions remain in full force and effect.

A handwritten signature in black ink, appearing to read "Mary V. Horger", is written over a light gray circular stamp.

Mary V. Horger
Financial Services Manager

A handwritten signature in black ink, appearing to read "Richard A. V. Horger", is written over a light gray circular stamp. The date "6/4/20" is written in the upper right corner of the signature area.

**CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR PZ2S WATER TANK REPLACEMENT PROJECT
SPECIFICATION NO. 20-02 Rev. 1**

NOTICE IS HEREBY GIVEN that sealed standard proposals for **PZ2S WATER TANK REPLACEMENT PROJECT** will be received at the Office of the City Clerk, Ukiah Civic Center Annex, located at **411 West Clay Street**, Ukiah, California 95482 until 2:00 p.m. on June 23, 2020. Bids shall be addressed to the City Clerk and shall be endorsed **PZ2S WATER TANK REPLACEMENT PROJECT. DUE TO THE CITY'S CURRENT CLOSURE TO THE PUBLIC BECAUSE OF THE COVID-19 EVENT**, bids that are HAND DELIVERED must be placed in the Night Drop Box located to the right of the front doors of the Ukiah Civic Center Annex, at the address listed above. As soon thereafter as possible, the bids will be publicly opened via live streaming at <http://www.cityofukiah.com/meetings/> and read. Bids are required for the entire work described herein. No fax bids will be accepted.

All of the work to be performed is located in Mendocino County within the City of Ukiah. General location of the work is above the Ukiah Valley Golf Course near Todd Grove Park.

Project Description. Project work consists of furnishing all labor, materials, equipment, and incidentals to perform all work required to remove the existing Pressure Zone 2 south (PZ2S) water storage tank and construct a new water storage tank, as described in the Contract Documents.

The work includes but is not limited to:

1. Preparation and implementation of an erosion and sediment control plan (ESCP)
2. Clearing and grubbing of tank site
3. Demolition, removal, and disposal of existing welded steel water storage tank, appurtenances, tank foundation, selective yard piping, and tank overflow drainage piping
4. Excavation and export of soils
5. Installation of compacted engineered fill
6. Construction of new tank foundation
7. Installation of new glass fused bolted steel water tank and accessories as described in the Contract Documents
8. Installation of tank cathodic protection system
9. Installation of tank level instrumentation
10. Installation of new water supply piping, including fittings, restrained joints, valves, expansion joint, and interconnection to existing piping, as shown on Plans.
11. Installation of new drainage inlet structure and drainage piping for tank overflow
12. Disinfection of the new tank, new piping, and portions of existing piping
13. Finish grading and restoration of the areas associated with project construction.

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger, Financial Services Manager, at (707) 463-6233 or by email at mhorger@cityofukiah.com.

A MANDATORY PRE-BID MEETING will be held at 11:00 a.m., June 10, 2020, meeting outside the Golf Course Clubhouse at 599 Park Boulevard, Ukiah, California 95482. *Social distancing will be mandatory, and maintained through the course of the meeting.*

Attachment 1

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed. under Labor Code section 1771.1(a). The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime, Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD/> The prime contractor for the work herein shall possess a current, valid State of California, Class A Contractor's License. Pursuant to California Public Contract Code §22300, this contract includes provisions that allow substitutions of certain types of securities in lieu of the City withholding a portion of the partial payments due the Contractor to insure performance under this contract.

By order of the City Council, City of Ukiah, County of Mendocino, State of California.

Dated: _____
Kristine Lawler, City Clerk, City of Ukiah, California

PUBLISH TWO ONE TIMES: ~~May 27 and June 35, 2020~~

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorgers@cityofukiah.com



Received
6/18/20
SL
City of Ukiah

SPEC. 20-02 Rev. 1 – PZ2S Water Tank Replacement Project

Addendum No. 2

June 18, 2020

The following is Addendum No. 2 to SPEC. NO. 20-02 Rev. 1 – PZ2S Water Tank Replacement Project.

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

I. Clarifications/Revisions

1. **BID OPENING DATE HAS BEEN REVISED.** The revised bid opening date is 2:00 p.m., June 25, 2020. Please see attached revised bid bond form reflecting the revised date.
2. **Golf Course - Work Coordination and Grounds Upkeep:** During the course of the project, impacts to the business activities of the Golf Course will need to be minimized. This will be accomplished by the coordination with the Golf Course in regards to construction timing and access. A pre and post inspection of the Golf Course property will be conducted before and after. Any damage that occurs to the Golf Course as a result of the Contractor will be the responsibility of the Contractor. Please also refer to sections 12-07B, 12-07D, and 12-07O of the specifications.
3. **Existing Radio Transmitter and Tower:** Contractor will reuse the existing radio transmission tower on top of existing PZ2S tank, place it in service with the new transmitter, and coordinate with the City to ensure all communications are fully functional.
4. **Tideflex Internal Tank Mixing System Materials:** The combined inlet/outlet tank mixing system interior to the tank, as shown on C-6 and described in Technical Specification Section 13-07.P.1.a.i., piping manifold shall be 8" Schedule 80 PVC or carbon steel.

II. Questions and Corresponding Answers

1. We would like to request information regarding the electrical cable attachment to the tank to be removed.
A: There are (2) cables for secondary wiring to provide power to each tank, located on the pole with a meter. The contractor shall de-energize the tank that is under

construction with the breaker and leave the other tank energized as it will be fully operational.

2. Will the aerial cables attach to the new tank or will this go underground?

A: The power cables shall remain aerial, and be repaired/replaced in kind with respect to location required per new tank manufacturer guidelines.

3. If the aerial cables are to attach to the new tank and the mast is relocated where tank support allows and is likely farther away are new aerial cable sections expected to be installed.

A: The power cables shall be repaired/replaced in kind with respect to location required per new tank manufacturer guidelines.

4. Is an electrical permit required?

A: Yes.

5. The overhead lines that attach to the tank being removed are power only or is there a telemetry line as well?

A: There are existing power lines, one for each tank, and a communication line that is understood to be not currently used. If the communication line is found to be active during construction, the City will address the matter then.

6. Drawing Sheet C-6 appears to be showing a steel deck 2:12 sloped roof, however it is notated and specified to be an Aluminum Dome. We can provide rafter self-supported steel deck roofs with the same Glass fused-to-steel coating up to 55ft diameter. Steel deck roof is also better equipped to resist high winds and inclement weather. Our competitor specifies Domes on all tanks over 31ft diameter so they can keep their Dome fabrication facility in business.

A: The City wants an aluminum dome roof.

7. 13-07 and 13-08 call for Impressed Current Cathodic Protection. Factory coated tanks do not require impressed current, and in fact, this could damage the coating. Please see attached document for your reference. We can provide passive sacrificial anodes NACE designed with 20 year service life, which will also be much more economical compared to Impressed current.

A: The City wants to stay with Impressed Current Cathodic Protection.

8. Drawing Sheet C-6 indicates an interior TideFlex mixing system, however there are no specifications. TideFlex systems can be quite expensive. We have been using Gridbee mixers in our tanks, and they are much more economical and easy to install.

A: The City wants to stay with the TideFlex mixing system as it is entirely mechanical and passive; it does not require an external Power source and it is similar to the combined inlet/outlet that is installed on the City's north tank.

9. Section 12-08(E) – Testing and Inspection Services

- a. Is the GC responsible for performing ambient/perimeter monitoring of lead, PM10, or asbestos during demolition activities in addition to the Cal/OSHA duty for exposure assessments/sampling?

A: Yes. The Contractor is responsible for performing ambient/perimeter monitoring of lead, PM10, or asbestos during demolition activities in addition to the Cal/OSHA duty for exposure assessments/sampling.

- b. Will the Owner provide personnel for perimeter monitoring of lead, asbestos, and/or PM10?

A: No, the Owner will not provide this.

10. Section 13-02(D)(4) – The requirement for the CDPH 8551 form is in disagreement with this project. At the mandatory meeting, it was stated the intent of the project was to demolish the tank. It was stated the intent is not to address a lead hazard. As such, the 8551 form is not required. In addition, Form 8551 is for residential and buildings generally accessible by the general public; this tank meets the definition of an industrial structure.

- a. Can the Owner clarify the intent of demolition vs. lead hazard removal?

A: The work consists of demolition of a structure where materials containing lead are present.

- b. A lead compliance plan (1532.1) as stated in 13.02(C) is not sufficient if the intent is to remove a lead hazard (i.e., an 8551 form). If the removal of a lead hazard is the intent, then Title 17 requires additional compliance including designing the project under Title 17 rules by using a “project design” by a CDPH Project Monitor, required monitoring by a CDPH Project Monitor, and ALL workers performing torch cutting or other lead-related activities to be CDPH Certified Workers and Supervisors.

- i. Can the Owner clarify the intent as Title 17 compliance is significantly more stringent in requirements?

A: The Contractor performing lead-related construction on the water tank should at minimum comply with the requirements of the lead construction standard (8 CCR 1532.1) for worker protection and training and at minimum have a “lead compliance plan” onsite at all times during lead-related construction. Additionally, compliance with Title 17 is not applicable as the tank is considered a steel structure and not a residential or public building.

11. Section 13-02(D), Asbestos – In reviewing the site at the mandatory meeting, it is apparent the asbestos survey did not identify all asbestos. There is a pipe coating on an outflow pipe that is highly suspect.

- a. Will the Owner confirm this coating is or is not asbestos?

A: No.

b. Or will this be the responsibility of the contractor?

A: This will be the responsibility of the Contractor.

12. Pre-Demolition Asbestos and Lead Survey Report – Table 1 states concrete, and asphalt are <0.25% asbestos. This is in disagreement with the analytical data. The report from Asbestos TEM indicates asbestos was not detected in the sample. It appears Exception 1 under the CARB method was not utilized which states if the sample is ND, then the point counting is not necessary.

a. Can the Owner confirm if the concrete and asphalt are ND or <0.25% asbestos?

A: Samples are ND based on standard PLM.

b. Similarly, can the Owner confirm is the soil/aggregate is ND or <0.25% asbestos?

A: Samples are less than 0.25% based on the CARB method. Standard PLM is typically not used for non-manufactured materials such as soil / aggregate.

13. What is the approved planned access route to the site for use during construction?

A: The site will be accessed through the gate west from the Maple Ave and Live Oak Ave, and traversed along the cart path to the access road to the tank location.

14. What will be the extent of repairs to this route at completion of project?

A: All cares should be taken to keep ingress and egress in the condition they are currently. Any major damage caused at the direction of the city above normal wear and tear may be repaired by force account at the City's discretion.

15. What are the city/course-owner/contractor agreements regarding working hours and crossing paths with active golfers?

A: City ordinance for working hours is 7a to 6p. Prior to construction beginning, a pre-construction meeting will be held to review and discuss the site access and workspace plans. The agreed upon plans will have no golf play of game interactions that eliminates construction.

All other terms and conditions remain in full force and effect.



Mary V. Horger
Financial Services Manager

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____
_____, as PRINCIPAL and

_____, as SURETY,

are held and firmly bound unto the City of Ukiah in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Ukiah, as the case may be, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City Clerk to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on June 25, 2020 for **PZ2S Water Tank Replacement Project**.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20____.

_____(Seal)

_____(Seal)

_____(Seal)
Principal

_____(Seal)

_____(Seal)

_____(Seal)
Surety

Address: _____



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Amended Sewer Charges Ordinance.

DEPARTMENT: Finance **PREPARED BY:** Dan Buffalo, Finance Director, Sean White, Water Resources Director
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Ukiah 2020 Joint Sewer Rate Study Final Report 4.24.20
2. 2020-05-12 Utility Rate Increase Protest Letter - Marsha Lieberman
3. Ukiah City Sewer Rate Public Hearing June 17
4. 2020-2025 Rates Resolution rev 6-16-20
5. Sewer Rate Ordinance Amendments

Summary: On June 17, 2020, the City Council conducted a protest hearing on recommended adjustments to the City's wastewater (sewer) rates, approved by Council on April 22, 2020, and scheduled to take effect October 1, 2020. Council also adopted a resolution establishing the approved rates, and introduced an Ordinance amending the sewer charges. Council will now consider adopting the ordinance.

Background: On March 11, 2020, the City Council directed staff to initiate a Proposition 218 (1996) (Prop 218) process to potentially adjust wastewater rates effective July 1, 2020. On April 22, 2020, Council revised that direction to defer any potential rate adjustment to October 1, 2020, due to the realized and potential economic hardship the Ukiah community was enduring. The City initiated the Prop 218 noticing requirement, citing October 1, 2020, as the recommended start date of adjustments to the City's wastewater rate schedule.

On June 17, 2020, Council conducted a protest hearing required by Prop 218 in the consideration of adjustments to wastewater rates. Council approved the adjustments to wastewater rates pursuant to the schedule provided in the 2020 Joint Sewer Rate Study report, finalized April 24, 2020 (Attachment 1). One written protest was received (Attachment 2).

Council received a refresher on the report and Council-approved recommended rates from the City's rate study consultants, Reed Group and Hildebrand Consulting. A copy of that presentation is found as Attachment 3.

Discussion: Council adopted the rate resolution (Attachment 4), and introduced an amended rate ordinance (Attachment 5), which is now being considered for adoption, for an effective date of October 1, 2020.

Recommended Action: Adopt amended sewer charges ordinance.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager



City of Ukiah

&

Ukiah Valley Sanitation District

2020 Joint Sewer Rate Study

Final Report

April 24, 2020





April 24, 2020

Mr. David Redding
District Manager
Ukiah Valley Sanitation District
151 Laws Ave
Ukiah, CA 95482

Mr. Sage Sangiacomo
City Manager
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Re: Final 2020 Joint Sewer Rate Study

Dear Mr. Buffalo and Mr. Redding,

Hildebrand Consulting and the Reed Group are pleased to present this 2020 Joint Sewer Rate Study (Study) performed for the City of Ukiah (City) and Ukiah Valley Sanitation District (District). We appreciate the fine assistance provided by you and all of the members of the City and District staff who participated in the Study.

If you or others at the City or District have any questions, please do not hesitate to contact me at:

mhildebrand@hildco.com
(510) 316-0621

We appreciate the opportunity to be of service to the City and/or District and look forward to the possibility of doing so again in the near future.

Sincerely,

Mark Hildebrand
Hildebrand Consulting, LLC

Robert Reed
The Reed Group, Inc.

Enclosure

Executive Summary

Hildebrand Consulting, LLC and The Reed Group, Inc. (collectively “Consultant”) were retained by the City of Ukiah (City) and the Ukiah Valley Sanitation District (District) to conduct a Joint Sewer Rate Study (Study).

STUDY

The City and District recently entered into a new Operating Agreement¹ which specifies how sewer collection and treatment services will be provided within the respective service areas and how costs will be fairly shared and distributed. The purpose of this “joint” sewer rate study is to develop new (and separate) sewer rates schedules appropriate for both the City and the District, which will be based on a consistent methodology and approach and aligned with the new Operating Agreement.

SCOPE & METHODOLOGY

The scope of this Study was to prepare multi-year financial plans, develop a consistent cost-of-service analyses, review the existing rate structures, and propose 5-year rate schedules for both the City and District. This Study applied methodologies that are aligned with industry standard practices for rate setting as promulgated by the Water Environment Federation (WEF) and all applicable law, including California Constitution Article XIII D, Section 6(b), commonly known as Proposition 218.

¹ Operating Agreement for the Combined Sewer System Serving the Ukiah Valley Sanitation District and the City of Ukiah

OPERATING AGREEMENT BACKGROUND

The 2018 Operating Agreement between the City and the District includes a number of conditions that guide the approach to this Study. For example, the Operating Agreement specifies that budgeted operating costs are to be allocated to each party based on their proportionate use of the WWTP. For the purpose of performing this allocation of costs between the District and City, this Study defines an Equivalent Sewer Service Strength Unit (ESSSU) as the average winter water usage of a residential dwelling unit at residential strength. This term is not to be confused with the term “ESSU” (equivalent sewer service unit), which was established by the Operating Agreement for the purpose of defining the number Capacity Project units used by each utility.

FINANCIAL PLANS

Financial plans were developed for both utilities, which provide a finance strategy that will enable both utilities to meet revenue requirements and financial performance objectives throughout the planning period while striving to minimize rate increases.

Sewer Utility Operating Budget and Funds

Revenue

Rate revenue is the revenue generated from customers for sewer service. The City collects all rate revenue from both City and District customers. Rate revenue received from District customers is allocated to the District and rate revenue received from City customers is allocated to the City. Rate revenue for both utilities is collected through a fixed “Base” charge and a variable “Usage” charge, although the rate structures between the City and the District are slightly different. This Study’s financial plans propose annual rate revenue adjustments that will meet the City and District’s respective revenue requirements.

Operating and Maintenance Expenses

The combined operating and maintenance expenses include all ongoing collection, treatment, disposal, and administrative expenses. The ratio of ESSSUs between the City and the District are used to establish each utility's proportionate use of both the collection system and the WWTP for the purpose of allocating most annual budgeted operating costs. Most expenses are split based on the current ESSSU allocation (50.163% District : 49.837% City), while billing expenses are split based on the proportion of accounts (43.662% District : 56.338% City), and debt expenses are split as dictated by the Operating Agreement in FY 2019/20 (48.0% District : 52.0%) and based on the findings of this Study thereafter.

Debt Service

Section II.D.2. of the Operating Agreement describes the prescribed methodology for allocating the debt service costs associated with the 2006 Bond. As detailed in the full report, this Study calculated a debt service allocation of 53.997% for the District and 46.003% for the City.

The City and District currently share responsibility for repayment of a 2006 Revenue Bond. The allocation of the costs associated with the 2006 Bond is described in Section 2.4. A pivotal topic for these financial plans has been the refinancing of the 2006 Bond, which has significantly reduced debt service obligations for both utilities. The District's annual debt service has decrease by approximately \$530 thousand and the City's annual debt service would decrease by over \$340 thousand².

² The change in the debt service for both entities is affected by the change in the allocation methodology. In addition, the District plans to use cash reserves to pay down \$2.5 million in outstanding principal and the City will fund \$1.4 million of its Settlement Agreement costs with bond proceeds as well as defer some of the debt service that was previously due in FY 2019/20.

Capital Improvement Program

For purposes of this Study, all planned capital projects were identified as either a shared cost (subject to the allocation based on relative ESSSUs) or a City-only expense.

PROPOSED RATE REVENUE INCREASES

Based upon the financial data, assumptions, and reserve targets, this Study proposes a 5-year schedule of rate adjustments as detailed in the two tables below for the District and for the City.

Recommended District Sewer Rate Revenue Increases³

Rate Adjustment Date	Proposed Rate Revenue Increase
July 1, 2020	0.0%
July 1, 2021	1.0%
July 1, 2022	1.0%
July 1, 2023	1.0%
July 1, 2024	1.0%

Rate Adjustment Date	Proposed Rate Revenue Increase
July 1, 2020	5.0%
July 1, 2021	2.0%
July 1, 2022	2.0%
July 1, 2023	1.0%
July 1, 2024	1.0%

Recommended City Sewer Rate Revenue Increases

³ Recommended rate revenue increases for the District are based on best available information at this time, however District staff acknowledges that there are two future unknowns that may materially change the District's revenue requirements in the next 5 years: (1) potential shared costs for operating and maintaining the recycled water system and (2) the transfer of ownership of a series of District accounts to the City ("detachment").

COST OF SERVICE

A cost-of-service analysis evaluates the cost of providing sewer service and proportionately allocates those costs to customer classes and rate structure components to ensure the proposed rate structure is (1) aligned with the costs of providing sewer service (2) equitable among all ratepayers, and (3) complies with Proposition 218. This Study employed well-established industry practices as recognized by the WEF, AWWA, and other accepted industry standards. After analyzing sewer system use characteristics for all customers within both service areas, unit costs are applied to the equivalent sewer service flow units⁴ (ESSFUs), annual sewer flows, BOD loadings and SS loadings associated with each customer class to arrive at the allocation of total costs to each customer class. The table below presents the allocation of costs to each user class.

⁴ A measure of sewer utility service based on the estimated volume of wastewater from an average residential dwelling

Allocation of Costs to Users (District and City)

					Service Charge Costs				
No. of ESSFUs	Water Usage (hcf)	BOD Strength (mg/l)	SS Strength (mg/l)	Customer Class	Fixed Costs	Variable Costs (1) Flow BOD SS			Allocation of Total Costs
District									
				Residential	\$578.89/ ESSFU	\$1.19/ hcf	\$0.92/ lb	\$0.95/ lb	
2,291	185,741	175	175	Single Family	\$1,326,231	\$221,014	\$186,906	\$193,000	\$1,927,151
1,290	68,511	175	175	Multi-Family	\$746,765	\$81,522	\$68,941	\$71,189	\$968,416
620	49,141	175	175	Mobile Homes	\$358,910	\$58,473	\$49,450	\$51,062	\$517,895
				Commercial					
1,411	89,401	175	175	Low Strength	\$816,594	\$106,378	\$89,961	\$92,895	\$1,105,828
433	28,149	200	200	Moderate Strength	\$250,748	\$33,494	\$32,372	\$33,427	\$350,041
52	6,015	500	500	Medium Strength	\$30,032	\$7,157	\$17,294	\$17,857	\$72,340
205	13,983	800	600	High Strength	\$118,724	\$16,638	\$64,322	\$49,815	\$249,499
6,302	440,941			Totals:	\$3,648,004	\$524,677	\$509,245	\$509,245	\$5,191,171
City									
				Residential	\$592.25/ ESSFU	\$1.31/ hcf	\$1.02/ lb	\$1.05/ lb	
2,724	184,342	175	175	Single Family	\$1,613,285	\$241,641	\$204,433	\$212,066	\$2,271,425
1,455	83,060	175	175	Multi-Family	\$861,722	\$108,877	\$92,112	\$95,552	\$1,158,263
248	17,452	175	175	Mobile Homes	\$146,878	\$22,877	\$19,354	\$20,077	\$209,185
				Commercial					
1,464	99,345	175	175	Low Strength	\$866,982	\$130,224	\$110,172	\$114,286	\$1,221,663
104	7,122	200	200	Moderate Strength	\$61,536	\$9,336	\$9,026	\$9,364	\$89,262
51	3,464	500	500	Medium Strength	\$30,091	\$4,541	\$10,976	\$11,386	\$56,993
217	14,800	800	600	High Strength	\$128,736	\$19,400	\$75,031	\$58,374	\$281,542
6,263	409,585			Totals:	\$3,709,229	\$536,895	\$521,104	\$521,104	\$5,288,332

Footnotes:

(1) Unit costs at the top of each column are multiplied by the wastewater flow, the BOD loading, or the SS loading for each customer class.

RATE STRUCTURE RECOMMENDATIONS

The City and District currently have very similar rate structures with only a few minor differences. With the concurrence of both District and City staff, this Study recommends that the rate *structures* be modified to be identical (although the rates themselves will be different to reflect the different financial needs and objectives of each respective agency). The changes are not expected to be material for either party and having identical rate structures will help the parties coordinate business and rate decisions in the future.

All customers pay a fixed monthly Service Charge and a Consumption Rate. Residential customers will pay a Service Charge for each dwelling unit while Commercial customers

will pay a Service Charge for each ESSFU. The Consumption Rate for all customers is determined by multiplying the account's winter water usage by the respective Consumption Rate for the customer classification (which accounts for sewer strength).

The tables below presents the proposed Service Charges and Consumption Rates for the next 5 years.

District 5-Year Sewer Rate Schedule

	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Monthly Service Charge*:	\$48.24	\$54.75	\$55.30	\$55.85	\$56.41
Consumption Rate (per HCF):					
Residential:	\$3.24	\$3.67	\$3.71	\$3.75	\$3.79
Commercial 1:	\$3.24	\$3.67	\$3.71	\$3.75	\$3.79
Commercial 2:	\$3.53	\$4.00	\$4.04	\$4.08	\$4.12
Commercial 3:	\$7.03	\$7.98	\$8.06	\$8.14	\$8.22
Commercial 4:	\$9.35	\$10.62	\$10.73	\$10.84	\$10.95

* Service Charge is per dwelling unit for residential and per ESSFU for commercial accounts (with a minimum charge of 1 ESSFU).

City 5-Year Sewer Rate Schedule

	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Monthly Service Charge*:	\$49.35	\$50.34	\$51.35	\$51.86	\$52.38
Consumption Rate (per HCF):					
Residential:	\$3.57	\$3.64	\$3.71	\$3.75	\$3.79
Commercial 1:	\$3.57	\$3.64	\$3.71	\$3.75	\$3.79
Commercial 2:	\$3.89	\$3.97	\$4.05	\$4.09	\$4.13
Commercial 3:	\$7.77	\$7.92	\$8.08	\$8.16	\$8.24
Commercial 4:	\$10.32	\$10.53	\$10.74	\$10.85	\$10.96

* Service Charge is per dwelling unit for residential and per ESSFU for commercial accounts (with a minimum charge of 1 ESSFU).

CONCLUSION

This Study used methodologies that are aligned with industry standard practices for rate setting as promulgated by WEF, AWWA and all applicable laws, including

California's Proposition 218. The proposed annual adjustments to the rates proportionately assign costs to each customer class and customer based on service demands and will allow the City and District to continue to provide reliable and affordable sewer service to customers.

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Schedule 1 – Detailed Allocation of Operational Expenses between District and City

Schedule 2 – City Cash Flow Pro Forma

Schedule 3 – District Cash Flow Pro Forma

List of Acronyms

AWWA	American Water Works Association
CIP	capital improvement program
DCR	debt service coverage ratio
ENR	<i>Engineering News Record</i> (periodical)
ESSFU	Equivalent sewer service flow unit, a measure of sewer utility service based on the estimated volume of wastewater from an average residential dwelling
ESSSU	Equivalent sewer service strength unit, a measure of sewer utility service based on the estimated volume and strength of wastewater from an average residential dwelling
ESSU	Capacity Project equivalent sewer service unit, as defined and applied by the Operating Agreement between the City and District in order to assign capacity to a connection or reserved for a connection
FY	fiscal year (which ends on June 30)
hcf	hundred cubic feet (i.e. 748 gallons)
MG	million gallons
WEF	Water Environment Federation
WWTP	Wastewater treatment plant

Section 1. INTRODUCTION

Hildebrand Consulting, LLC and The Reed Group, Inc. (collectively “Consultant”) were retained by the City of Ukiah (City) and the Ukiah Valley Sanitation District (District) to conduct a Joint Sewer Rate Study (Study). This report describes in detail the assumptions, procedures, and results of the Study, including conclusions and recommendations.

1.1 SEWER UTILITY BACKGROUNDS

Within the Ukiah Valley there are three agencies that provide wastewater treatment services: (1) City of Ukiah, (2) Ukiah Valley Sanitation District, and (3) Calpella County Water District. The City owns the collection system within a portion of its jurisdictional boundaries and a wastewater treatment plant (WWTP). The District owns the collection system within its jurisdictional boundaries, a part of which is within the City’s boundaries, (known as the “overlap area”). The District and City have entered into various agreements and amendments for the sharing of costs associated with the operation, maintenance, and rehabilitation of the sewer collection system and the WWTP, as well as administrative costs such as utility billing. At present the District does not have operations staff of its own; it therefore contracts with the City of Ukiah for the provision of wastewater services. The City has its own staff, equipment and facilities for management and operations of wastewater services within the City’s jurisdiction.

Calpella County Water District owns and operates its collection system and treatment plant and is not included as part of this Study.

1.2 RATE STUDY BACKGROUND

The City and District recently entered into a new Operating Agreement⁵ which specifies how sewer collection and treatment services will be provided within the respective service areas and how costs will be fairly shared and distributed. The purpose of this “joint” sewer rate study is to develop new (and separate) sewer rates schedules appropriate for both the City and the District, which will be based on a consistent methodology and approach and aligned with the new Operating Agreement. The Study has been performed with equal input from both the City and District, including direction from the City and District staff, financial advisors, and lawyers provided during joint meetings and group conference calls.

1.3 SCOPE & OBJECTIVES OF STUDY

The scope of this Study was to prepare multi-year financial plans, develop a consistent cost-of-service analyses, review the existing rate structures, and propose 5-year rate schedules for both the City and District. The primary objectives of this Study were to:

- i. Establish a transparent and repeatable methodology for allocating operating and capital costs between the City and the District
- ii. Develop multi-year financial management plans for both the City and District that integrate operational and capital project funding needs
- iii. Identify future annual rate adjustments to sewer rates to help ensure adequate revenues to meet the respective utilities’ ongoing service and financial obligations
- iv. Determine the cost of providing sewer service to customers using industry-accepted methodologies

⁵ Operating Agreement for the Combined Sewer System Serving the Ukiah Valley Sanitation District and the City of Ukiah.

- v. Recommend specific modifications to the existing rate structures in order to ensure that the proposed rates equitably recover the cost of providing service and comporting with industry standards and California’s legal requirements

1.4 STUDY METHODOLOGY

This Study applied methodologies that are aligned with industry standard practices for rate setting as promulgated by the Water Environment Federation (WEF) and all applicable law, including California Constitution Article XIII D, Section 6(b), commonly known as Proposition 218.

The Study began with reviewing billing data of all customers (both City and District) to identify the number of customers, water use, and estimated sewage volume and strength in both service areas (see Section 2). This data was used to calculate the respective number of “equivalent sewer service strength units” (ESSUs)⁶ in both the City and District in order to allocate operating, debt and capital costs to each entity in accordance with the Operating Agreement (see Section 2).

The next step was to develop multi-year financial management plans (for both the City and the District) that determined the level of annual rate revenue required to cover estimated annual operating expenses, debt service (including coverage targets), and capital cost requirements while maintaining adequate reserves. The financial planning models were customized to reflect the financial dynamics of both utilities.

The respective revenue requirements calculated in the financial plans for fiscal year 2020/21 (FY 2020/21) were then used to perform detailed cost-of-service analyses. The cost-of-service analyses and rate structure designs were conducted based upon principles outlined by the WEF, legal requirements (Proposition 218 and relevant court

⁶ Not to be confused with “ESSU” as defined in the Operating Agreement, as explained in Section 2.1.

decisions) and other generally accepted industry practices to develop rates that reflect the cost of providing service.

Draft recommendations for the financial plans and updated rate structures were presented to the City Council and District Board on March 11. This final report contains minor modifications to the rates based on changes to some financial assumptions since that meeting. .

1.5 REPORT ORGANIZATION

Section 2 addresses the relevant content of the Operating Agreement, including how operational expenses, debt service, and capital improvement costs are assigned to each the District and City, as well as how the Agreement's requirements have been interpreted by this Study. Section 3 presents the assumptions, methodology, and findings of the respective financial plans, including proposed debt strategies and rate revenue increases for both utilities. Section 4 describes the proportionate allocation of costs to specific customer classes (using an identical cost-of-service methodology for both utilities). Section 5 describes the proposed rate design structure and includes the proposed rate schedules for both utilities for a 5-year planning period. While the rate structures are identical for both utilities, there are differences in the actual rates due to differences in each utility's finances and customer profiles.

Section 2. OPERATING AGREEMENT BACKGROUND

The 2018 Operating Agreement between the City and the District includes a number of conditions that guide the approach to this Study. The pertinent conditions are described below, including a description of how those conditions have been interpreted for the purposes of this Study.

2.1 EQUIVALENT SEWER SERVICE UNITS

The City operates the combined sewer system as one system with the combined treatment and collection costs apportioned between the City and the District. Section II.D.1.a.(1) of the Operating Agreement specifies that budgeted operating costs are to be allocated to each party based on their proportionate use of the WWTP, as measured by water consumption and relative strength of sewage discharged to the WWTP by the customers of each utility. For the purpose of performing this allocation of costs between the District and City, this Study defines an Equivalent Sewer Service Strength Unit (ESSSU) as the average winter water usage of a residential dwelling unit at residential strength. This term is not to be confused with the term “ESSU” (equivalent sewer service unit), which was established by the Operating Agreement for the purpose of defining the number Capacity Project units used by each utility. Section II.E.2 of the Operating Agreement specifies how ESSU values are calculated based on factors such as the number of bedrooms, which is not the case for the determination of ESSSUs for rate setting purposes.

This Study allocates one (1) ESSSU to each residential dwelling unit, including single family homes, multifamily dwellings, and mobile home dwellings. These data were extracted from the City’s sewer billing data for FY 2019/20. A summary of all residential dwelling units by utility can be found in **Table 1**.

ESSSU values are assigned to commercial (i.e. non-residential) accounts by comparing the winter water use and sewer strength of each commercial account to an average residential dwelling. The average quantity of water used by residential dwelling customers was calculated based on water usage records from the City's water utility, Millview County Water District, Willow County Water District, and Regina Water Company during the winter months of January, February, and March. The average monthly winter usage across all residential dwelling units in the winter of 2019 was determined to be 5.68 hundred cubic feet (hcf).

As detailed in Section 4, the commercial strength classifications include low, moderate, medium, and high and were assigned based on the existing commercial classifications of each commercial account. As required by the Operating Agreement, and consistent with common industry practice, each strength classification is assigned a numerical factor designed to fairly capture the relative strength of the discharge of each respective class. The calculations regarding the application of the strength factors are detailed in Section 4.

The ESSSU assignment for each commercial account is calculated by comparing the account's winter water usage to the average water usage by residential dwellings, and then multiplied by the numerical strength factor assigned to the commercial classification. For example, a commercial medium strength commercial account with month winter water usage of 11.36 hcf would be assigned 3.10 ESSSUs ($11.36 \text{ hcf} \div 5.68 \text{ hcf} \times 1.552^7$).

See **Table 1** for a summary of all ESSSUs by customer class and by utility.

⁷ Medium Strength Commercial has a strength factor of 1.552, see Section 4.5.

Table 1. Summary of Accounts, Dwelling Units and ESSUs by Utility

	Accounts	Dwelling Units	ESSUs Count	%
District				
Single Family	2,291	2,291	2,291	17.6%
Multi-Family	163	1,290	1,290	9.9%
Mobile Homes	11	620	620	4.8%
Low Strength	267	(na)	1,411	10.8%
Moderate Strength	18	(na)	452	3.5%
Medium Strength	5	(na)	81	0.6%
High Strength	21	(na)	388	3.0%
District Totals:	2,776	4,201	6,532	50.163%
City				
Single Family	2,724	2,724	2,724	20.9%
Multi-Family	247	1,455	1,455	11.2%
Mobile Homes	7	248	248	1.9%
Low Strength	545	1,464	1,464	11.2%
Moderate Strength	14	104	108	0.8%
Medium Strength	9	51	79	0.6%
High Strength	36	217	412	3.2%
City Totals:	3,582	6,263	6,490	49.837%

2.2 ALLOCATION OF OPERATING COSTS

The ratio of ESSUs shown in Table 1 are used to establish each utility's proportionate use of both the collection system and the WWTP for the purpose of allocating annual budgeted operating costs. The exception to this rule are costs related to billing and collection of revenue (which are allocated based on the relative number of accounts in each utility) and costs that are specified to be borne entirely by one utility or the other⁸.

⁸ The only costs that were borne entirely by one utility or the other were specific legal fees and costs associated with the Settlement Agreement. Numerous sources of non-rate revenue were allocated

As part of this Study, Consultant reviewed the detailed operating budgets with both City and District staff to ascertain the appropriate allocation methodology of each budgetary line-item. The allocation of annual operating costs are detailed in Schedule 1 (at the end of this report), which shows that most revenues and some expenses are designated as either for the District or for the City. Most expenses are split based on the current ESSSU allocation (50.163% District : 49.837% City, see Table 1), while billing expenses are split based on the proportion of accounts (43.662% District : 56.338% City), and debt expenses are split as dictated by the Operating Agreement in FY 2019/20 (48.0% District : 52.0%) and based on the findings of this Study thereafter (see Section 2.4).

2.3 ALLOCATION OF CAPITAL COSTS

Section II.D.3.a. of the Operating Agreement states that capital improvement costs that benefit both the District and the City are subject to cost allocation using the allocation methodology (as described in the previous paragraph). The Operating Agreement describes a number of principals for identifying and negotiating capital improvement costs, which are beyond the scope of this report. It is anticipated that the allocation of capital costs will be a process that will be repeated annually between the City and the District. For purposes of this Study, all planned capital projects were identified as either a shared cost (subject to the allocation based on relative ESSSUs) or a City-only expenditure. No projects were identified as District-only. These projects have been summarized in Table 5.

2.4 ALLOCATION OF DEBT

Section II.D.2. of the Operating Agreement describes the prescribed methodology for allocating the debt service costs associated with the existing 2006 Bond. In FY 2018/19

directly to one utility of the other, such as miscellaneous fees, property tax revenue, and interest earnings.

and FY 2019/20 the debt service on the 2006 Bond was split 52.0% City, 48.0% District. Beginning in FY 2020/21 25.8414% of the existing debt (the “Capacity” portion) is to be allocated 65% to the District and 35% to the City. The remaining 74.1586% (the “Upgrade/Rehabilitation” portion) is to be allocated based on each utility’s proportionate share of winter water usage and relative strength of sewage discharge to the WWTP (i.e. based on the relative number of ESSSUs). With the current ESSSU ratio of 50.163% : 49.837% (see Table 1), the resultant debt service allocation is 53.997% for the District and 46.003% for the City.

The City and District have worked together to refinance the 2006 Bond to take advantage of attractive interest rates. Going forward, each entity will be responsible for its own debt service obligations. Debt service schedules for the new debt have been incorporated in the financial plans as provided by the District’s and City’s respective financial advisors. The City included a portion of its Settlement Agreement costs in the City’s portion of the refinanced bond.

Section 3. FINANCIAL PLANS

This section presents the financial plans developed for both utilities, including a description of the source data and financial assumptions. This section concludes with 5-year plans for sewer rate adjustments. Schedules 1 through 3 (attached at the end of this report) include detailed data supporting the financial plans discussed herein.

This Study's 10-year financial plans were developed through interactive work sessions with City and District staff. As a result of this process, the Study has produced robust financial plans that will help enable both utilities to meet revenue requirements and financial performance objectives throughout the planning period while striving to minimize rate increases. Financial performance objectives include covering all anticipated operating, maintenance, debt service, and capital program costs; maintaining prudent financial reserves; and meeting debt service coverage ratio targets.

3.1 FINANCIAL DATA & ASSUMPTIONS

The City and District provided budgeted operating costs for the current fiscal year, a multi-year capital improvement program (CIP), and outstanding debt service obligations. City and District staff also assisted in confirming other assumptions and policies, such as operating and capital reserve targets, debt service coverage targets, escalation rates for operating costs, and refinanced debt (all of which are described in the following subsections).

3.2 SEWER UTILITY OPERATING BUDGET AND FUNDS

This Study considered the operating budgets for both the City and the District since all costs associated with sewer operations are subject to cost allocation. The allocation of each utility's operating budget is described below and detailed in **Schedule 1**.

3.2.1 DISTRICT OPERATING EXPENSES AND REVENUES

The District provided its *budgeted* expenditures for FY 2019/20, which were used as the starting point for forecasting District costs over the 10-year planning period. While some costs are split between the District and the City entirely based on the ESSSU allocation methodology, other costs are borne entirely by the District (largely legal fees), and yet other costs are partially directly borne by the District and the remaining balance is split with the City based on the ESSSU methodology.

The District provided its *actual* revenues for FY 2018/19, which were used as the starting point for forecasting District costs over the 10-year planning period. All revenues received directly by the District (as opposed to District rate revenue first collected by the City) are kept by the District (not shared). These revenues include property taxes, interest earnings, and other revenue.

3.2.2 CITY OPERATING EXPENSES AND REVENUES

The City's sewer utility is comprised of nine funds that are used to manage the sewer utility's use of funds in a transparent manner. The following describes the purpose of each fund and how this Study's financial plan model reflected the use of those funds.

Fund 840 – The **City Sewer Operating Fund** is the primary operating fund of the City's sewer utility and tracks most operating and maintenance expenditures that are shared by the City and the District. Fund 840 also collects all revenue (including rate revenue) that is designated for the City.

Fund 940 – The **District Sewer Operating Fund** is used to track rate revenue and operating costs that are designated for the District only.

Fund 841 – The **Sewer Debt Service Fund** is used to track all existing debt (both City and District) and is used as a “clearing fund” to allocate those costs, as appropriate, to either Fund 840 or Fund 940.

Fund 842 – The **City Sewer Rate Stabilization Fund** holds reserves, including reserves that are conditions for debt.

Fund 942 – The **District Sewer Rate Stabilization Fund** holds reserves, including reserves that are conditions for debt.

Fund 843 – The **City Connection Fee Fund** holds funds from connect fee revenues, reserves, which are restricted for the purpose of paying for growth-related sewer system capital projects.

Fund 943 – The **District Connection Fee Fund** holds funds from connect fee revenues, reserves, which are restricted for the purpose of paying for growth-related sewer system capital projects.

Fund 844 – The **City Capital Reserve** holds unrestricted funds for the use of paying for encumbered capital projects (see Section 3.2.4).

Fund 944 – The **District Capital Reserve** holds unrestricted funds for the use of paying for encumbered capital projects.

While the financial plan models for this Study was developed with an understanding of these funds, the models did not attempt to replicate the internal movement of all moneys between funds.

3.2.3 BEGINNING FUND BALANCES

The FY 2019/20 beginning fund balances for the District and the City are summarized in **Table 2** and **Table 3** respectively. The District's fund balances are not reported in the "940" fund series nomenclature because the District's books simply recognizes the sum of all the District's cash and equivalents (regardless of where the monies are held).

Table 2: District Beginning Cash Balance (FY 2019/20)

Cash and investments	\$6,327,000
Restricted Cash	\$0
Total:	\$6,327,000

Table 3: City Beginning Cash Balance (FY 2019/20)

FUND	BALANCE
Fund 840	\$1,714,000
Fund 841	\$0
Fund 842	\$2,975,000
Fund 843	\$1,884,000
Fund 844	\$0
TOTAL:	\$6,573,000

3.2.4 RESERVE TARGETS

Reserves for utilities are cash balances that are maintained in order to (a) comply with contractual obligations (e.g. bond covenants), (b) protect the utility from unexpected financial events, and/or (c) accommodate operational and capital program cash flow needs. Often multiple reserves are maintained, each with a specific function. In addition to the direct benefits of financial stability, reserves can help utilities obtain higher credit rankings, which can then help qualify the utility for cheaper debt. Credit rating agencies evaluate utilities on their financial stability, which includes adherence to formally adopted reserve targets.

The City has adopted financial management policies which include guidance with respect to reserve levels. While the District has not formally adopted such policies, the City's policies will be followed for both entities for purposes of this Study.

The City's policies call for City enterprise funds (including the sewer utility) to maintain a minimum working capital balance of at least 25 percent of operating expenses. The primary purpose of this balance is to set aside funds to maintain cash balances sufficient to pay expenses as needed and to provide for unanticipated or emergency expenses that could not be reasonably foreseen during the preparation of the budget.

The City's financial policies also require that fund balances and retained earnings should be sufficient to meet debt service reserve requirements, reserves for encumbrances (see Fund 844 and Fund 944), funding requirements for projects approved in prior years that are carried forward (see Fund 844 and Fund 944), and established rate stabilization reserves (as required by bond covenant, see Fund 842 and Fund 942).

The above policies are generally consistent with Consultant's industry experience for similar systems. In order to further strengthen the current reserve policies, this Study recommends that (1) the minimum working capital balance be raised to 50 percent of operating expenses (which is common for smaller utilities) and (2) establish a Capital Reserve target equal to the average annual planned capital spending (\$670 thousand for the District and \$646 thousand for the City). The working capital reserve ensures continuity of service regardless of short-term changes in cash flow or sudden increases in operating costs. The Capital Reserve is designed to smooth the inherent variability of the capital spending program. In other words, this reserve would be drawn down during years of higher-than-average capital spending and conversely the reserve would be built up during years when capital spending is below average. Such an approach can help reduce the need for large rate adjustments and help ensure continuous funding for capital replacement and rehabilitation projects.

In addition to the above, the District has created a Rate Stabilization Reserve of approximately \$2 million (one year of debt service) as part of the recently refinanced bond (the City's refinancing terms did not include a Rate Stabilization Reserve).

Building on the City's existing reserve policies would establish reserves that are aligned with best practices as reported by reserve studies conducted by the American Water

Works Association (AWWA), and healthy reserve levels for public utilities per the evaluation criteria published by rating agencies (e.g. Fitch, Moody's, and Standard & Poor's).

3.2.5 CUSTOMER GROWTH

Future customer growth affects this Study in terms of (1) anticipated connection fee revenue, (2) increase in rate revenue, and (3) changes in the ratio of ESSSUs between the City and the District. Based on recent connection fee revenue and known difference in growth potential, this Study assumes that the District's growth rate (assumed to be 0.55% per year) will out-pace the City's growth rate (assumed to be 0.08% per year). As a result, the District's ESSSU ratio (currently at 50.16%) is forecasted to slowly increase over time at a rate of 14 basis points per year (while the City ratio decreases at the same pace).

3.2.6 RATE REVENUES

Rate revenue is the revenue generated from customers for sewer service. The City collects all rate revenue from both City and District customers. Rate revenue received from District customers is allocated to the District (in Fund 940) and rate revenue received from City customers is allocated to the City (in Fund 840). Rate revenue for both utilities is collected through a fixed "Base" charge and a variable "Consumption" charge, although the rate structures between the City and the District are slightly different (see Section 5.1).

This Study's financial plans propose annual rate revenue adjustments that will meet the City and District's respective revenue requirements. Budgeted and projected rate revenues are listed in **Schedule 2** (District)⁹ and **Schedule 3** (City).

⁹ The rate revenues in Schedule 2 and Schedule 3 includes the proposed rate adjustment recommended by this Study, as described in Section 3.3.

3.2.7 CONNECTION FEE REVENUE

Both the City and the District charge a connection fee to new development as a condition for connecting to the sewer system. By law (see California Government Code 66013), connection fee revenue is required to be used “solely for the purposes for which the charges were collected” (i.e. growth-related capital projects). Both the City and the District have indicated that connection fee revenues (and existing reserves from those revenues) are eligible to pay for the Capacity portion of the 2006 Bond debt service (i.e. 25.8% of the debt service). Based on those instructions, this Study uses available connection fee revenues and reserves to pay for the Capacity portion of the existing debt.

3.2.8 NON-RATE REVENUES

In addition to rate revenue and connection fee revenue, both utilities receive other revenue, including miscellaneous fees, interest earnings on investments, and property tax revenue (District only). Estimates of future interest income were calculated annually based upon estimated average fund balances and historic effective return on cash and invested funds (1.66% for the District and 0.36% for the City). Projections of all other non-rate revenues were based on FY 2018/19 actual revenues for the District and based on FY 2019/20 budgeted revenue for the City.

All revenues for the District and City are depicted below in Figure 1 and Figure 2 respectively, and detailed in **Schedule 2** (District) and **Schedule 3** (City). Note that the connection fee revenue for the District in FY 2019/20 is unusually high due to a large development paying the fees in the current year.

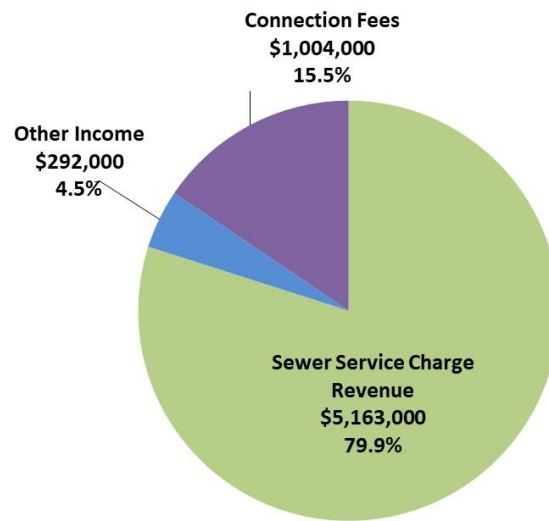


Figure 1: District Revenue Categories (FY 2019/20)

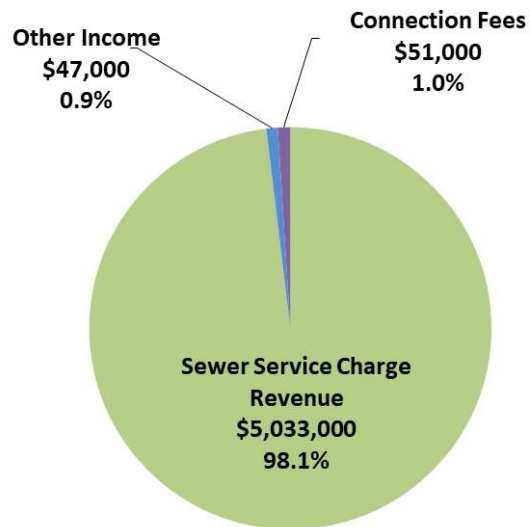


Figure 2: City Revenue Categories (FY 2019/20)

3.2.9 OPERATION AND MAINTENANCE EXPENSES

The combined operating and maintenance expenses include all ongoing collection, treatment, disposal, and administrative expenses. The annual operating and maintenance costs for this Study are based on the City and District's FY 2019/20 budgets and are adjusted for future years based on inflation (see Section 3.2.10). Operating costs are allocated between the City and District as described in Section 2.2.

3.2.10 COST ESCALATION

Annual cost escalation factors for the various types of expenses were developed based upon a review of historical inflation trends, published inflation forecasts, industry experience, and discussions with District and City staff. During the projection period, all operating expenses are projected to increase at 3.0% per year while capital costs are projected to increase at 3.5% per year.

3.2.11 DEBT SERVICE

The City and District currently share responsibility for repayment of a 2006 Revenue Bond. The allocation of the costs associated with the 2006 Bond is described in Section 2.4. A pivotal topic for these financial plans has been the refinancing of the 2006 Bond, which has significantly reduced debt service obligations for both utilities. Based on projected debt service schedules provided by the City's and District's respective financial advisors, the District's annual debt service would decrease by approximately \$530 thousand¹⁰ and the City's annual debt service would decrease by more than \$340 thousand.

¹⁰ The change in the debt service for both entities is affected by the change in the allocation methodology (see Section 2.4). In addition, the District plans to use cash reserves to pay down \$2.5 million in outstanding principal and the City will fund \$1.4 million of its Settlement Agreement costs with bond proceeds as well as defer some of the debt service that was previously due in FY 2019/20.

The financial plans for this Study have accounted for the refinancing of the 2006 Bond and debt repayment schedules provided by the City's and District's respective financial advisors. The terms include the debt service coverage ratio targets (1.30 for the City, 1.50 for the District) and the District's principal payment of \$2.5 million from existing cash reserves. The debt repayment schedules are shown in **Table 4** (both City and District), based on the Closing Memos provided by the City and District's financial advisors (with terms of 2.42% interest with a 15 year repayment term).

Table 4: Debt Service Schedule for Refinanced Bond

	District			City		
	Principal	Interest	Total	Principal	Interest	Total
FY 2020/21	\$1,380,000	\$608,550	\$1,988,550	\$1,390,000	\$608,722	\$1,998,722
FY 2021/22	\$1,430,000	\$563,074	\$1,993,074	\$1,436,000	\$562,965	\$1,998,965
FY 2022/23	\$1,466,000	\$528,250	\$1,994,250	\$1,471,000	\$528,008	\$1,999,008
FY 2023/24	\$1,504,000	\$492,543	\$1,996,543	\$1,507,000	\$492,192	\$1,999,192
FY 2024/25	\$1,541,000	\$455,928	\$1,996,928	\$1,543,000	\$455,505	\$1,998,505
FY 2025/26	\$1,580,000	\$418,406	\$1,998,406	\$1,581,000	\$417,934	\$1,998,934
FY 2026/27	\$1,621,000	\$379,904	\$2,000,904	\$1,620,000	\$379,444	\$1,999,444
FY 2027/28	\$1,658,000	\$340,458	\$1,998,458	\$1,659,000	\$339,998	\$1,998,998
FY 2028/29	\$1,698,000	\$300,104	\$1,998,104	\$1,700,000	\$299,608	\$1,999,608
FY 2029/30	\$1,740,000	\$258,746	\$1,998,746	\$1,741,000	\$258,226	\$1,999,226
FY 2030/31	\$1,787,000	\$216,360	\$2,003,360	\$1,783,000	\$215,840	\$1,998,840
FY 2031/32	\$1,832,000	\$172,836	\$2,004,836	\$1,827,000	\$172,425	\$1,999,425
FY 2032/33	\$1,875,000	\$128,236	\$2,003,236	\$1,871,000	\$127,945	\$1,998,945
FY 2033/34	\$1,921,000	\$82,583	\$2,003,583	\$1,917,000	\$82,389	\$1,999,389
FY 2034/35	\$1,972,000	\$35,792	\$2,007,792	\$1,964,000	\$35,719	\$1,999,719

The City is obligated to pay the District \$4 million as a result of the Settlement Agreement. The City has paid \$1 million with cash reserves, intends to fund another \$1.4 million with proceeds from the refinanced bond, and will fund the remaining \$1.6 million with an internal loan which will be repaid over a 10-year period at an interest rate of 2.0%. The City's financial advisor advised Hildebrand Consulting that the internal loan repayment expense is subordinate to all external debt and therefore is not included in the debt service coverage ratio in this Study.

3.2.12 DEBT SERVICE COVERAGE

Debt service coverage is a measurement of the cash flow available to pay current debt obligations. The formula is net operating income (i.e., gross income minus operating expenses) divided by annual debt service. A debt service coverage ratio of 1.0 means that a utility has exactly enough money to pay its debt service after paying its operating expenses. The 2006 Bond included covenants that require the City and District to each maintain a minimum debt service coverage ratio of 1.25. Maintaining a higher debt service coverage ratio is recommended in order to access more favorable borrowing terms in the future. Based on recently published guidance from Fitch Ratings¹¹, utility systems with *midrange* financial profiles should maintain a DCR greater than 1.50 times annual debt service.

Based on guidance provided by the City's and District's financial advisors, these financial plans target minimum debt service coverage ratios of 1.30 for the City and 1.50 for the District¹².

3.2.13 CAPITAL IMPROVEMENT PROGRAM

As discussed in Section 2.3, the combined sewer system's capital spending is allocated to the City and the District based on terms of the Operating Agreement. Table 5 provides a summary of all capital projects planned through FY 2022/23. Capital spending for FY 2023/24 and beyond is assumed to be equal to the average spending from FY 2019/20 to FY 2022/23 (\$1.316 million).

¹¹ As published on July 31, 2013.

¹² Hildebrand Consulting and The Reed Group are not financial advisors and are therefore not permitted to provide this type of financial guidance to our clients.

Table 5: Capital Improvement Schedule (FY 2019/20 through FY 2022/23)

Project Name	Split	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23
FACILITIES/BUILDINGS/LAND					
Upgrade HVAC Units on Buildings	Shared	\$ -	\$ -	\$ 150,000	\$ -
INFORMATION TECHNOLOGY					
Utility Billing CIS Replacement	Shared	\$ -	\$ -	\$ -	\$ -
INFRASTRUCTURE					
Chlorine Residual Valve/Alarm on Discharge	Shared	\$ 150,000	\$ -	\$ -	\$ -
Dora Street Utility Improvement Project- Water & Sewer	City only	\$ -	\$ 400,000	\$ -	\$ -
Downtown Streetscape Utility Replacement- Water & Sewer	City only	\$ 1,700,000	\$ -	\$ -	\$ -
Belt Filter Press Replacement	Shared	\$ 500,000	\$ -	\$ -	\$ -
Replace Heat Exchangers	Shared	\$ -	\$ -	\$ -	\$ -
Telemetry	Shared	\$ 30,000	\$ -	\$ -	\$ -
STREETS & RIGHTS-OF-WAY					
Asphalt Zipper - Shared Cost	Shared	\$ -	\$ -	\$ -	\$ 40,000
Asphalt Roller - Shared Cost	Shared	\$ -	\$ -	\$ -	\$ 66,000
Asphalt Paver - Shared Cost	Shared	\$ -	\$ -	\$ -	\$ 70,000
Vactor Replacement - Shared Cost	Shared	\$ -	\$ 150,000	\$ -	\$ -
Water Tender - Shared Cost	Shared	\$ -	\$ 35,000	\$ -	\$ -
Ford/Orchard Lift Station Upgrade	Shared	\$ 100,000	\$ -	\$ -	\$ -
Replace Water/Sewer Operations Call Truck - Shared Cost	Shared	\$ -	\$ -	\$ -	\$ 30,000
Telescoping Lift	Shared	\$ 12,000	\$ -	\$ -	\$ -
Digester Rehabilitation and Methane Scrubber	Shared	\$ -	\$ -	\$ 1,500,000	\$ -
TFSC REXA Valves	Shared	\$ 30,000	\$ -	\$ -	\$ -
Field Analyzer Installation	Shared	\$ 25,000	\$ -	\$ -	\$ -
SCADA Upgrade at Waste Water Treatment Plant	Shared	\$ 200,000	\$ -	\$ -	\$ -
VFD Installation at Wastewater Treatment Plant	Shared	\$ -	\$ -	\$ 55,700	\$ -
Utility Task Vehicle	Shared	\$ 22,000	\$ -	\$ -	\$ -
Total:		\$ 2,769,000	\$ 585,000	\$ 1,705,700	\$ 206,000
Total after escalation:		\$ 2,769,000	\$ 585,000	\$ 1,765,400	\$ 228,396
City Total:		\$ 2,224,898	\$ 490,838	\$ 866,843	\$ 112,146
District Total:		\$ 544,102	\$ 94,162	\$ 898,557	\$ 116,249

3.2.14 FUTURE BORROWING ASSUMPTIONS

Aside from the City's financing of the Settlement Agreement (see Section 3.2.11), this Study does not propose any new debt in order to finance the costs of future capital projects. Debt financing is not utilized because none of the capital projects during the planning period are expected to materially impact cash reserves and it is more cost effective to fund ongoing rehabilitation and replacement projects on a pay-as-you-go basis.

3.2.15 EXPENDITURE SUMMARY

The District's FY 2019/20 budgeted operating, capital and debt expense categories are depicted in **Figure 3** and detailed in **Schedule 2**. The City's FY 2019/20 budgeted operating, capital and debt expense categories are depicted in **Figure 4** and detailed in **Schedule 3**.

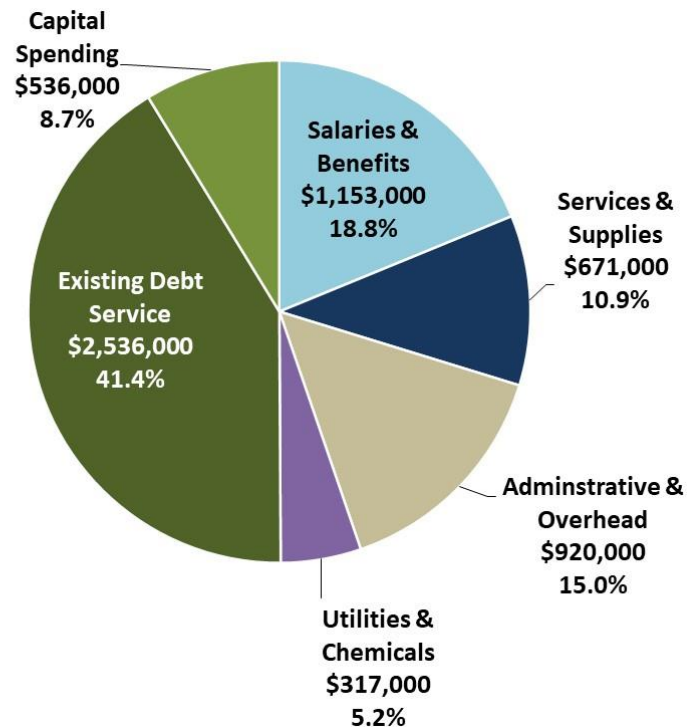


Figure 3: District Budgeted Expense Categories (FY 2019/20)

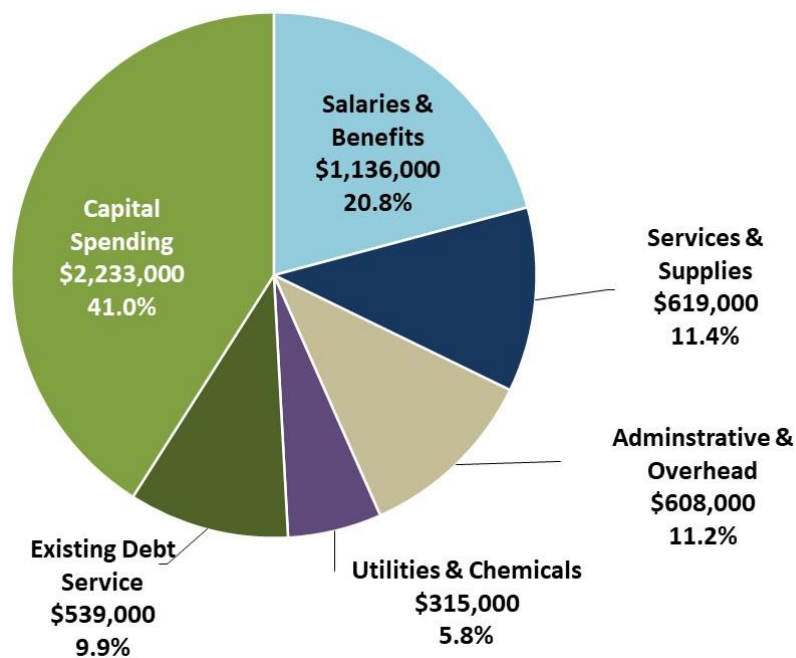


Figure 4: City Budgeted Expense Categories (FY 2019/20)¹³

3.3 PROPOSED RATE REVENUE INCREASES

All of the above information was entered into separate financial planning models (City and District) to produce 10-year financial plans that evaluated the sufficiency of current revenues to meet current and estimated future financial obligations and determined the level of rate revenue increases necessary in each year of the planning period.

Based upon the previously discussed financial data, assumptions, and reserve targets, this Study proposes a 5-year schedule of rate adjustments as detailed in **Table 6** for the District and **Table 7** for the City. As will be described in the sections that follow, rate structure changes are proposed for the new rates to be effective July 1, 2020.

¹³ Debt service in FY 2019/20 is atypically low due to deferral of debt by the City

Table 6: Recommended District Sewer Rate Revenue Increases¹⁴

Rate Adjustment Date	Proposed Rate Revenue Increase
July 1, 2020	0.0%
July 1, 2021	1.0%
July 1, 2022	1.0%
July 1, 2023	1.0%
July 1, 2024	1.0%

Table 7: Recommended City Sewer Rate Revenue Increases

Rate Adjustment Date	Proposed Rate Revenue Increase
July 1, 2020	5.0%
July 1, 2021	2.0%
July 1, 2022	2.0%
July 1, 2023	1.0%
July 1, 2024	1.0%

The cash flow numbers provided in **Schedule 2** for the District are summarized graphically in **Figure 5**. The cash flow numbers provided in **Schedule 3** for the City are summarized graphically in **Figure 6**.

¹⁴ Recommended rate revenue increases for the District are based on best available information at this time, however District staff acknowledges that there are two future unknowns that may materially change the District's revenue requirements in the next 5 years: (1) potential shared costs for operating and maintaining the recycled water system and (2) the transfer of ownership of a series of District accounts to the City ("detachment").

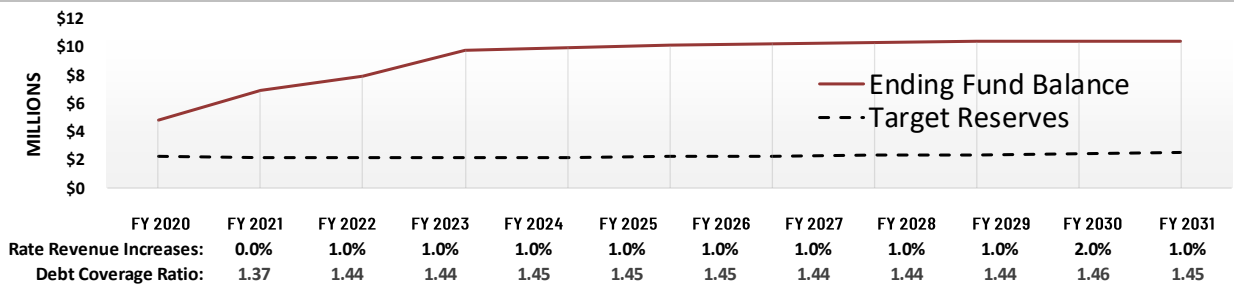
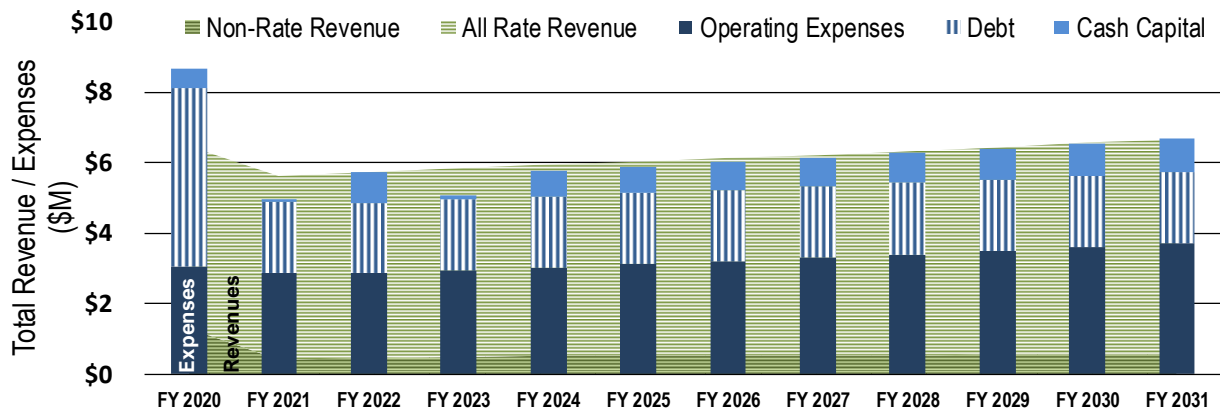


Figure 5: District Financial Forecast with Recommended Rate Increases

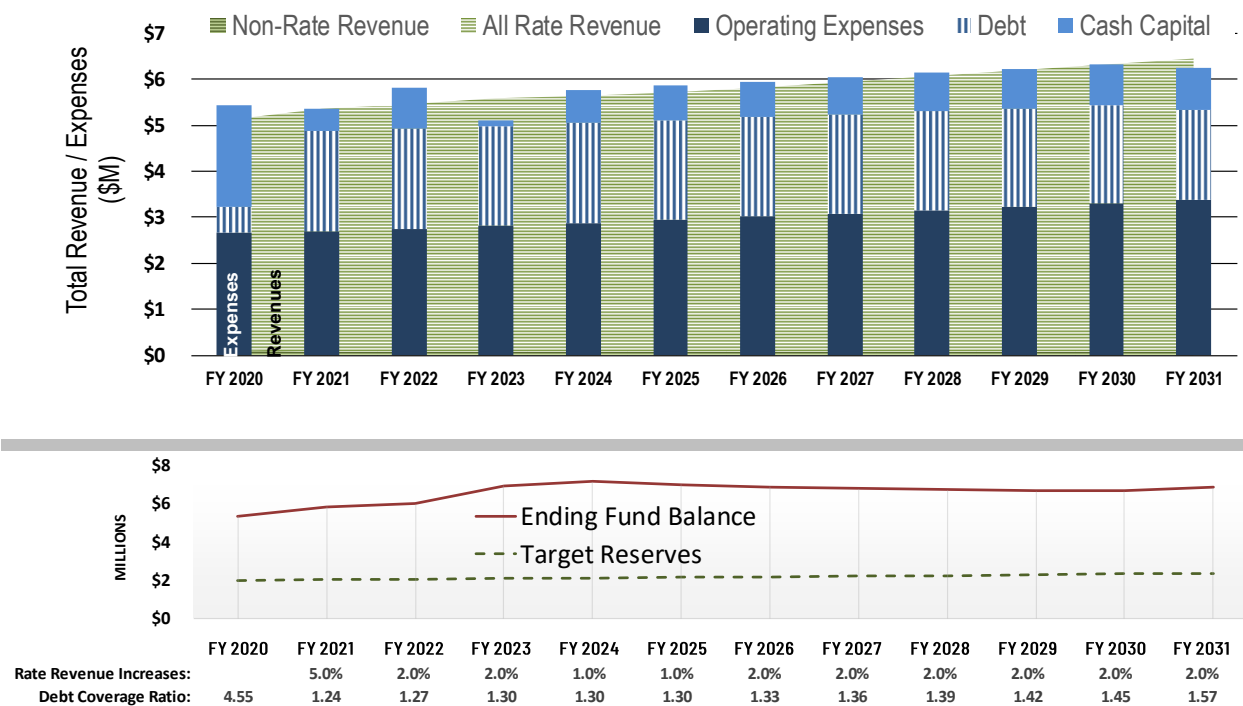


Figure 6: City Financial Plan Estimates with Recommended Rate Increases

As can be interpreted from Figure 6 and Figure 5, all proposed rate revenue increases are driven by the need to maintain the debt service coverage ratios at their respective targeted levels. Cash reserve levels for both the City and the District are expected to remain above their targeted levels for the duration of the planning period based on planned capital project spending. While rate revenues can't be decreased to lower the cash reserve levels (because of the debt service coverage ratio targets), both the City and the District should consider increasing the level of capital spending to rehabilitate existing infrastructure (i.e., use the surplus reserves to fund additional projects).

Section 4. COST OF SERVICE

Once the respective rate revenue requirements for both utilities have been determined, the next step in the rate setting process is to evaluate the cost of providing service to individual customer classes. A cost-of-service analysis evaluates the cost of providing sewer service and proportionately allocates those costs to customer classes and rate structure components to ensure the proposed rate structure is aligned with the costs of providing sewer service. This is done in order to be equitable among all ratepayers and to comply with Proposition 218. This Study employed well-established industry practices as recognized by the WEF, AWWA, and other accepted industry standards. The cost-of-service analysis and rate structure proposed by this Study is designed to:

- ▶ Fairly and equitably recover costs through sewer rates
- ▶ Conform to accepted industry practice and legal requirements
- ▶ Provide financial stability and recovery of system fixed costs

The following section presents a detailed description of the cost-of-service and rate structure methodology and the corresponding results. The same cost allocation and rate design methodology has been applied to both the City and the District for consistency. The rate schedules for each utility are different, however, due to the differing revenue requirements and differences in each customer base.

4.1 CUSTOMER STATISTICS

To develop equitable sewer rates, the revenue requirement is allocated to various customer classifications according to the services provided and the demands placed on the sewer system. There are a total of 6,358 accounts between the City and the District (see Table 8). For purposes of allocating costs to various customer classes, this Study calculated metrics to measure the use of the sewer system by various customer classes. As explained in Section 2.1, the ESSSUs are assigned to commercial accounts by comparing the winter water use and sewer strength of each commercial account to the

average residential winter water use and strength. In addition, this Study measured Equivalent Sewer Service Flow Units (“ESSFUs”), which is a measure of the average winter water use of residential dwelling units (without the strength factor). ESSFUs are assigned to commercial accounts by comparing the winter water use¹⁵ of each commercial account to the average winter water usage of all residential dwellings. As with ESSUs (see Section 2.1), the average quantity of water used by residential dwelling customers was calculated based on water usage records from the City’s water utility, Millview County Water District, Willow County Water District, and Regina Water Company. As previously mentioned in Section 2.1, the average monthly winter usage across all residential dwelling units in the winter of 2019 was determined to be 5.68 hcf (or 141 gallons per day).

The sewer strength factors for this Study look at biochemical oxygen demand (BOD) and suspended solids (SS) as these factors play a key role in the cost of treatment plant operations and capital expenditures. Consistent with existing practice by the City and the District, this Study uses five strength classifications: residential, low strength commercial, moderate strength commercial, medium strength commercial, and high strength commercial. Residential customers are assigned standard residential strength factors of 175 mg/l for BOD and 175 mg/l for SS. The strength assumptions for low, moderate, medium, and high commercial strength categories are summarized in Table 8. The strength characteristics used by this Study are the same as current practice for both the City and the District and are consistent with guidelines published by the California State Water Resources Control Board¹⁶.

¹⁵ As explained in Section 2.1, this Study defines winter water usage as the average monthly water usage from the previous January through March.

¹⁶ California State Resources Control Board Revenue Program Guidelines (March 1998).

Table 8: Account Data and Estimated Sewer Flows and Loadings

Customer Class	No. of Accts. (1)	No. of ESSFUs (1)	No. of ESSSUs (1)	Annual Indoor Water Usage (2) hcf	Estimated Annual Wastewater Flow MG	BOD Strength (3) mg/l	Annual BOD Loading lbs	SS Strength (3) mg/l	Annual SS Loading lbs
Ukiah Valley Sewer District									
<i>Residential</i>									
Single Family	2,291	2,291	2,291	185,741	138.93	175	202,775	175	202,775
Multi-Family	163	1,290	1,290	68,511	51.25	175	74,794	175	74,794
Mobile Homes	11	620	620	49,141	36.76	175	53,648	175	53,648
<i>Commercial</i>									
Low Strength	267	1,411	1,411	89,401	66.87	175	97,599	175	97,599
Moderate Strength	18	433	452	28,149	21.06	200	35,120	200	35,120
Medium Strength	5	52	81	6,015	4.50	500	18,762	500	18,762
High Strength	21	205	388	13,983	10.46	800	69,783	600	52,338
District Totals:	2,776	6,302	6,532	440,941	329.82		552,482		535,036
City of Ukiah									
<i>Residential</i>									
Single Family	2,724	2,724	2,724	184,342	137.89	175	201,248	175	201,248
Multi-Family	247	1,455	1,455	83,060	62.13	175	90,677	175	90,677
Mobile Homes	7	248	248	17,452	13.05	175	19,052	175	19,052
<i>Commercial</i>									
Low Strength	545	1,464	1,464	99,345	74.31	175	108,455	175	108,455
Moderate Strength	14	104	108	7,122	5.33	200	8,886	200	8,886
Medium Strength	9	51	79	3,464	2.59	500	10,805	500	10,805
High Strength	36	217	412	14,800	11.07	800	73,862	600	55,396
City Totals:	3,582	6,263	6,490	409,585	306.37		512,985		494,520

Footnotes:

- (1) From the utility billing system for FY 19-20.
- (2) Water usage data from average winter usage from 2019 (January through March)
- (3) Based on existing ordinance assumptions and SWRCB guidelines.

4.2 FIXED VS. VARIABLE COST COMPONENTS

Before costs are allocated to individual customer classes (as defined in 4.1), each utility cost is designated to be recovered either through fixed revenue or variable (i.e., usage-based) revenue. This step uses budget data from a “Test Year” (in this case FY 2020/21) and assigns each budgetary line item to either fixed revenue, variable revenue, or a combination of the two. These expense assignments are summarized in Table 9 (District) and Table 10 (City) in Rows 1 through 12. Some costs are designated to be

collected entirely through fixed revenue, such as administrative costs, legal costs, billing costs, and debt service, because these costs do not change regardless of operational activities. Other costs are designated to be collected entirely through variable revenue, such as utilities, chemical and operational supplies, because those costs can be correlated to wastewater flows. All other costs are allocated based on the “indirect allocation method” (based on the proportionate allocation of all costs that were previously allocated either to fixed or variable). In this case, the indirect allocation results in 62.0% allocation to fixed revenue and 38.0% to variable revenue for the District and 57.0% allocation to fixed revenue and 43.0% to variable revenue for the City.

Rows 13 and 14 are credits of not-rate revenue sources to offset revenue requirements. Connection fees are credits to the variable and fixed categories based on the indirect method, while Miscellaneous Non-Rate Revenue is credited entirely to offset expenses allocated to the fixed category. As a final step in Row 15, the indirect allocation basis is used to allocate the cost of building cash reserves during the Test Year.

The tables conclude with the revenue requirements from fixed and variable revenue components.

Table 9: District Designation of Fixed vs. Variable Revenue (Test Year)

	Test Year Budget	Revenue Recovery			
		Fixed %	Variable %	Fixed \$	Variable \$
1 Salaries and Benefits	\$1,175,987	62.0%	38.0%	\$729,674	\$446,313
2 Professional Services	\$458,806	62.0%	38.0%	\$284,679	\$174,127
3 Operating Supplies	\$148,978		100%		\$148,978
4 Utilities and Chemicals	\$326,903		100%		\$326,903
5 Administrative	\$242,217	100%		\$242,217	
6 Training	\$26,221	100%		\$26,221	
7 Billing	\$78,977	100%		\$78,977	
8 Legal Fees	\$156,734	100%		\$156,734	
9 Internal Allocation	\$212,252	100%		\$212,252	
10 Miscellaneous	\$61,614	100%		\$61,614	
11 Capital	\$92,802	62.0%	38.0%	\$57,581	\$35,220
12 Debt Service	\$1,988,550	100%		\$1,988,550	
13 Use of Connection Fees	-\$513,869	100%		-\$513,869	
14 Misc. Non-Rate Revenue	-\$334,844	100%		-\$334,844	
15 Change in Fund Balance	\$1,069,861	62.0%	38.0%	\$663,826	\$406,036
16	\$5,191,188	Revenue Requirement:		\$3,653,612	\$1,537,576
17				70.4%	29.6%
18		Total Revenue Requirement:		\$5,191,188	

¹ The Settlement Agreement revenue, being atypical for the District, has been excluded from this table due to its distortion effect on the rate structure.

Table 10: City Designation of Fixed vs. Variable Revenue (Test Year)

	Test Year Budget	Revenue Recovery			
		Fixed %	Variable %	Fixed \$	Variable \$
1 Salaries and Benefits	\$1,158,784	57.0%	43.0%	\$660,244	\$498,539
2 Professional Services	\$438,224	57.0%	43.0%	\$249,688	\$188,535
3 Operating Supplies	\$148,009		100%		\$148,009
4 Utilities and Chemicals	\$324,778		100%		\$324,778
5 Administrative	\$186,762	100%		\$186,762	
6 Training	\$25,794	100%		\$25,794	
7 Billing	\$99,623	100%		\$99,623	
8 Legal Fees	\$41,875	100%		\$41,875	
9 Internal Allocation	\$210,872	100%		\$210,872	
10 Miscellaneous	\$61,214	100%		\$61,214	
11 Capital	\$492,198	57.0%	43.0%	\$280,442	\$211,757
12 Debt Service	\$2,176,862	100%		\$2,176,862	
13 Use of Connection Fees	-\$516,498	100%		-\$516,498	
14 Misc. Non-Rate Revenue	-\$42,414	100%		-\$42,414	
15 Change in Fund Balance	\$482,249	57.0%	43.0%	\$274,773	\$207,476
16	\$5,288,332	Revenue Requirement:		\$3,709,237	\$1,579,095
17				70.1%	29.9%
18		Total Revenue Requirement:		\$5,288,332	

4.3 DETERMINATION OF UNIT COSTS

After allocating revenue requirements to be recovered through fixed vs. variable revenue, Table 11 shows how both the variable and fixed rate components are converted to unit costs. First the variable sewer rate revenue requirement is allocated evenly between the metrics of flow, biochemical oxygen demand (BOD), and suspended solids (SS). BOD and SS are measures of sewerage strength, which drives many of the variable cost of operation including chemicals, power, and labor. Based on existing practices at the City and District, common practice in the sewer utility rate setting community, and best practices promulgated by associations such as WEF, it is reasonable to allocate variable operating costs evenly between flow, BOD and SS.

Unit costs are then calculated by dividing the total cost for each component by the number of units identified in Table 8. For example, the District has approximately 552

thousand pounds of SS and an annual cost of \$507 thousand for solid removal, treatment and disposal, therefore the unit cost for SS is \$0.92 / lb. These unit costs become the basis for then assigning costs to customer classes.

Table 11: Determination of Unit Costs (District and City)

Cost Category	Component Allocation Percentages (1)	Parameter Allocation Percentages (2)	Annual Cost Allocated to Each Parameter	Quantities for Each Parameter		Unit Cost for Each Parameter	
District							
Fixed %	70.4%		\$3,653,612	6,302	ESSFUs	\$579.78	per ESSFU
Variable %	29.6%		\$1,537,576				
Flow (MG)		34%	\$522,776	329.82	mg	\$1.19	per hcf
BOD (lbs)		33%	\$507,400	552,482	lbs	\$0.92	per lb
SS (lbs)		33%	\$507,400	535,036	lbs	\$0.95	per lb
	Revenue Requirement:		\$5,191,188				
City							
Fixed Operating Costs	70.1%		\$3,709,237	6,263	ESSFUs	\$592.25	per ESSFU
Variable Operating Costs	29.9%		\$1,579,095				
Flow (MG)		34%	\$536,892	306.37	mg	\$1.31	per hcf
BOD (lbs)		33%	\$521,101	512,985	lbs	\$1.02	per lb
SS (lbs)		33%	\$521,101	494,520	lbs	\$1.05	per lb
	Revenue Requirement:		\$5,288,332				

Footnotes:

(1) Percentages taken from Tables 9 & 10

(2) Allocations to parameters are consistent with prior rate studies and rate setting practices.

4.4 ALLOCATION OF COSTS TO USERS (BY CUSTOMER CLASSES)

Unit costs are applied to the ESSFUs, annual sewer flows, BOD loadings and SS loadings associated with each customer class to arrive at the allocation of total costs to each customer class. Table 12 presents the allocation of costs to each user class.

Table 12: Allocation of Costs to Users (District and City)

					Service Charge Costs				
No. of ESSFUs	Water Usage (hcf)	BOD Strength (mg/l)	SS Strength (mg/l)	Customer Class	Fixed Costs	Variable Costs (1) Flow BOD SS			Allocation of Total Costs
District									
				Residential	\$579.78 / ESSFU	\$1.19 / hcf	\$0.92 / lb	\$0.95 / lb	
2,291	185,741	175	175	Single Family	\$1,328,270	\$220,213	\$186,229	\$192,301	\$1,927,013
1,290	68,511	175	175	Multi-Family	\$747,913	\$81,226	\$68,691	\$70,931	\$968,761
620	49,141	175	175	Mobile Homes	\$359,462	\$58,262	\$49,270	\$50,877	\$517,871
				Commercial					
1,411	89,401	175	175	Low Strength	\$817,850	\$105,993	\$89,635	\$92,558	\$1,106,036
433	28,149	200	200	Moderate Strength	\$251,133	\$33,373	\$32,254	\$33,306	\$350,067
52	6,015	500	500	Medium Strength	\$30,078	\$7,131	\$17,231	\$17,793	\$72,233
205	13,983	800	600	High Strength	\$118,906	\$16,578	\$64,089	\$49,634	\$249,208
6,302	440,941			Totals:	\$3,653,612	\$522,776	\$507,400	\$507,400	\$5,191,188
City									
				Residential	\$592.25 / ESSFU	\$1.31 / hcf	\$1.02 / lb	\$1.05 / lb	
2,724	184,342	175	175	Single Family	\$1,613,288	\$241,640	\$204,432	\$212,065	\$2,271,425
1,455	83,060	175	175	Multi-Family	\$861,723	\$108,877	\$92,112	\$95,551	\$1,158,263
248	17,452	175	175	Mobile Homes	\$146,878	\$22,876	\$19,354	\$20,077	\$209,185
				Commercial					
1,464	99,345	175	175	Low Strength	\$866,984	\$130,223	\$110,171	\$114,285	\$1,221,663
104	7,122	200	200	Moderate Strength	\$61,536	\$9,336	\$9,026	\$9,364	\$89,262
51	3,464	500	500	Medium Strength	\$30,091	\$4,541	\$10,976	\$11,386	\$56,993
217	14,800	800	600	High Strength	\$128,737	\$19,400	\$75,030	\$58,374	\$281,541
6,263	409,585			Totals:	\$3,709,237	\$536,892	\$521,101	\$521,101	\$5,288,332

Footnotes:

(1) Unit costs at the top of each column are multiplied by the wastewater flow, the BOD loading, or the SS loading for each customer class from Table 8.

4.5 CALCULATION OF STRENGTH MULTIPLIERS

As introduced in Section 2.1, ESSUs are calculated based on flow and strength characteristics. “Strength factors” are used to quantify the difference between a moderate, medium, or high strength commercial customer as compared to typical residential customers. The strength factor is made up of two elements: the fixed cost component and the variable cost component. The fixed component is based only on flow (not strength) therefore all customer types receive the same value of 70.4 for the District and 70.1% for the City (see Table 12). The remaining variable costs are scaled for each customer class in order to reflect their relative strength of the discharge. This scaling is calculated by dividing the sum of the classes’ BOD and SS strength by the sum

of residential BOD and SS strength. For this calculation we use the average value from both the City and the District (the average percent of variable costs between the City and the District is 29.7%). By way of example, the full ESSSU calculation for High Strength Commercial is shown in **Figure 7**.

$$\text{High Strength Multiplier} = 70.3\% + \left[\frac{\left(800 \frac{\text{mg}}{\text{l}} + 600 \frac{\text{mg}}{\text{l}} \right)}{\left(175 \frac{\text{mg}}{\text{l}} + 175 \frac{\text{mg}}{\text{l}} \right)} \right] \times 29.7\% = 1.892$$

Figure 7 – Example Calculation – High Strength Multiplier

Again, ESSSU assignments for commercial accounts are calculated by comparing the account's winter water usage to the average water usage for residential dwellings (5.68 hcf per month) and then multiplied by the numerical strength factor assigned to the commercial classification. As such, a commercial high strength commercial account with month winter water usage of 11.36 hcf would be assigned 3.78 ESSSUs (11.36 hcf divided by 5.68 hcf x 1.892).

The strength multipliers for the four commercial classes are summarized in **Table 13**.

Table 13: Commercial Strength Factors

Classification	Strength Factor
Low Strength	1.000
Moderate Strength	1.042
Medium Strength	1.552
High Strength	1.892

Section 5. RATE DESIGN & SCHEDULES

The following describes recommended minor modifications the rate structures currently used by the City and the District and concludes with the proposed sewer rates schedules for both the City and the District for the next 5 years.

5.1 EXISTING RATE STRUCTURES

The City and District currently charge for sewer services with very similar rate structures. All customers pay a fixed “minimum charge” in addition to a consumption charge (based on winter water usage).

City Residential: All residential accounts with up to 4 dwelling units pay the minimum charge multiplied by the number of dwelling units. In addition, those accounts pay a (lower) consumption rate based on winter water usage (i.e. the water usage from the previous January). Mobile home and apartments with more than 4 dwelling units do not pay the minimum charge, however their consumption rate is equal to the (higher) Commercial 1 rate.

District Residential: All residential accounts pay the minimum charge multiplied by the number of dwelling units. In addition, a consumption rate is charged based on all winter water usage in excess of 3.4 hundred cubic feet (hcf)¹⁷. The District defines winter water usage as the average water usage from the previous January through March.

City and District Commercial: Commercial properties (i.e. non-residential accounts) are charged the same minimum charge as residential accounts *or* a consumption charge based on winter water usage and the applicable consumption rate, whichever is

¹⁷ 1 hcf is 748 gallons, therefore 3.4 hcf is 2,543 gallons per month (or 85 gallons per day)

greater. There are four commercial classifications, with the higher strength classifications paying a higher consumption rate.

5.2 RATE STRUCTURE RECOMMENDATIONS

As described above, the City and District currently have very similar rate structures with only a few minor differences. With the concurrence of both District and City staff, this Study recommends that the rate structures be modified to be identical (although the rates themselves will be different to reflect the different financial needs and objectives of each respective agency). The changes are not expected to be material for either party and having identical rate structures will help the parties coordinate business and rate decisions in the future.

All customers pay a fixed monthly Service Charge and a Consumption Rate. Residential customers will pay a Service Charge for each dwelling unit while Commercial customers will pay a Service Charge for each ESSFU¹⁸ (with a minimum of one (1) ESSFU per commercial account). The Consumption Rate for all customers is determined by multiplying the account's winter water usage by the respective Consumption Rate for the customer classification (which accounts for sewer strength).

The recommendation to change commercial accounts from the current flow-based structure to a structure with both a fixed component and variable component is to reflect the fact that fixed costs are primarily driven by system capacity (size) which is best measured by flow (i.e. ESSFUs) while variable costs are primarily driven by treatment costs (such as chemicals and energy) which are driven by both flow and strength (i.e. ESSSUs).

To be clear, the City's mobile home and apartments will no longer be charged as commercial customers and District residential customers will no longer receive a water

¹⁸ ESSFU are calculated based on water usage from the previous winter.

use allowance. Winter water usage will follow the District's convention of using the average of usage values from January, February and March each year.

Table 14 presents the proposed monthly Service Charges and Consumption Rates recommended for each customer class for both the City and the District for FY 2020/21.

Table 14: Sewer Rate Determination (District and City for FY 2020/21)

Customer Class	ESSFUs	Annual Indoor Water Use hcf	BOD Strength mg/l	SS Strength mg/l	Monthly Fixed Charges \$/dwelling unit	Usage Rates (1) \$/hcf	Total Fixed Charge Revenue	Total Usage Charge Revenue	Total Annual Rate Revenue
District									
<i>Residential</i>									
Single Family	2,291	185,741	175	175	\$48.31	\$3.22	\$1,328,270	\$598,743	\$1,927,013
Multi-Family	1,290	68,511	175	175	\$48.31	\$3.22	\$747,913	\$220,849	\$968,761
Mobile Homes	620	49,141	175	175	\$48.31	\$3.22	\$359,462	\$158,409	\$517,871
<i>Commercial</i>									
Low Strength	1,411	89,401	175	175	\$48.31	\$3.22	\$817,850	\$288,186	\$1,106,036
Moderate Strength	433	28,149	200	200	\$48.31	\$3.51	\$251,133	\$98,933	\$350,067
Medium Strength	52	6,015	500	500	\$48.31	\$7.01	\$30,078	\$42,155	\$72,233
High Strength	205	13,983	800	600	\$48.31	\$9.32	\$118,906	\$130,301	\$249,208
Totals:	6,302	440,941					\$3,653,612	\$1,537,576	\$5,191,188
City									
<i>Residential</i>									
Single Family	2,724	184,342	175	175	\$49.35	\$3.57	\$1,613,288	\$658,137	\$2,271,425
Multi-Family	1,455	83,060	175	175	\$49.35	\$3.57	\$861,723	\$296,540	\$1,158,263
Mobile Homes	248	17,452	175	175	\$49.35	\$3.57	\$146,878	\$62,307	\$209,185
<i>Commercial</i>									
Low Strength	1,464	99,345	175	175	\$49.35	\$3.57	\$866,984	\$354,680	\$1,221,663
Moderate Strength	104	7,122	200	200	\$49.35	\$3.89	\$61,536	\$27,726	\$89,262
Medium Strength	51	3,464	500	500	\$49.35	\$7.77	\$30,091	\$26,902	\$56,993
High Strength	217	14,800	800	600	\$49.35	\$10.32	\$128,737	\$152,804	\$281,541
Totals:	6,263	409,585					\$3,709,237	\$1,579,095	\$5,288,332

Footnotes:

(1) The usage rate applies to 2019 winter water usage (the average of January through March).

5.3 PROPOSED RATE SCHEDULES

The above rates are proposed to be implemented on July 1, 2020. Subsequently sewer rates would increase by the rate adjustments proposed in Table 6 (for the District) and

Table 7 (for the City). The proposed rate schedules for the next 5 years are summarized in Table 15 (District) and Table 16 (City).

Table 15: District 5-Year Sewer Rate Schedule

	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Monthly Service Charge*:	\$48.31	\$48.79	\$49.28	\$49.77	\$50.27
Consumption Rate (per HCF):					
Residential:	\$3.22	\$3.26	\$3.29	\$3.32	\$3.35
Commercial 1:	\$3.22	\$3.26	\$3.29	\$3.32	\$3.35
Commercial 2:	\$3.51	\$3.55	\$3.59	\$3.63	\$3.67
Commercial 3:	\$7.01	\$7.08	\$7.15	\$7.22	\$7.29
Commercial 4:	\$9.32	\$9.41	\$9.50	\$9.60	\$9.70

* Service Charge is per dwelling unit for residential and per ESSFU for commercial accounts (with a minimum charge of 1 ESSFU).

Table 16: City 5-Year Sewer Rate Schedule

	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Monthly Service Charge*:	\$49.35	\$50.34	\$51.35	\$51.86	\$52.38
Consumption Rate (per HCF):					
Residential:	\$3.57	\$3.64	\$3.71	\$3.75	\$3.79
Commercial 1:	\$3.57	\$3.64	\$3.71	\$3.75	\$3.79
Commercial 2:	\$3.89	\$3.97	\$4.05	\$4.09	\$4.13
Commercial 3:	\$7.77	\$7.92	\$8.08	\$8.16	\$8.24
Commercial 4:	\$10.32	\$10.53	\$10.74	\$10.85	\$10.96

* Service Charge is per dwelling unit for residential and per ESSFU for commercial accounts (with a minimum charge of 1 ESSFU).

Section 6. CONCLUSION

This Study used methodologies that are aligned with industry standard practices for rate setting as promulgated by WEF, AWWA and all applicable laws, including California's Proposition 218. The proposed annual adjustments to the rates proportionately assign costs to each customer class and customer based on service demands and will allow the City and District to continue to provide reliable and affordable sewer service to customers.

The sewer rates will need to be adopted in accordance with Proposition 218, which will require a detailed notice describing the proposed rates to be mailed to each affected property owner or customer at least 45 days prior to conducting a public hearing to adopt the rates.

SCHEDULES

Schedule 1 – Detailed Allocation of Operational Expenses between District and City

Schedule 2 – District Cash Flow Pro Forma

Schedule 3 – City Cash Flow Pro Forma

		Amount eligible to be split	Percent Split		Dollar Split		Notes
			District	City	District	City	
FY 2019/20 Budget							
District Operating Expense Budget							
EXPENSES							
1	Wages & Payroll (Personnel)						
2	District Manager	\$49,500	90%	50.2%	49.8%	\$27,298	\$22,202
3	Administrative Assistant/Sec.	\$50,000	95%	50.2%	49.8%	\$26,327	\$23,673
4	Office Assistant	\$31,200	95%	50.2%	49.8%	\$16,428	\$14,772
5	Employer Contribution (SS, UE, WC)	\$8,500	95%	50.2%	49.8%	\$4,476	\$4,024
6	Office Expense						
7	Telephone & DSL	\$1,100	95%	50.2%	49.8%	\$579	\$521
8	Dues & Subscriptions	\$10,622	95%	50.2%	49.8%	\$5,593	\$5,029
9	Office Rent	\$5,100	95%	50.2%	49.8%	\$2,685	\$2,415
10	Office Utilities	\$1,500	95%	50.2%	49.8%	\$790	\$710
11	Postage	\$500	95%	50.2%	49.8%	\$263	\$237
12	Supplies	\$2,000	95%	50.2%	49.8%	\$1,053	\$947
13	Office Equipment	\$1,500	95%	50.2%	49.8%	\$790	\$710
14	Software/ Web	\$4,500	95%	50.2%	49.8%	\$2,369	\$2,131
15	Auditing & Fiscal Services						
16	Audit Services-FS Preparation	\$22,000	100%	50.2%	49.8%	\$11,036	\$10,964
17	Accounting/bookkeeping Services	\$1,500	100%	50.2%	49.8%	\$752	\$748
18	Banking Services	\$360	100%	50.2%	49.8%	\$181	\$179
19	State Controllers Report	\$1,500	100%	50.2%	49.8%	\$752	\$748
20	Liability and Property Insurance	\$8,200	100%	50.2%	49.8%	\$4,113	\$4,087
21	Financial Review/Monthly Reports	\$55,000	100%	50.2%	49.8%	\$27,590	\$27,410
22	Other Prof & Special Services						
23	Engineer Services	\$20,000	100%	50.2%	49.8%	\$10,033	\$9,967
24	Mapping Services (GIS)	\$1,000	0%	50.2%	49.8%	\$1,000	\$0
25	Computer Services/Hardware	\$2,500	100%	50.2%	49.8%	\$1,254	\$1,246
26	County Auditor (property tax admin)	\$2,500	0%	50.2%	49.8%	\$2,500	\$0
27	Financial Consulting Contract	\$15,000	72%	50.2%	49.8%	\$9,618	\$5,382
28	Publication & Legal Notices	\$105	100%	50.2%	49.8%	\$53	\$52
29	Legal Fees						
30	Bond Refinancing	\$60,000	0%	100%	0%	\$60,000	\$0
31	Dispute Resolution & Arbitration	\$200,000	0%	100%	0%	\$200,000	\$0
32	District Legal Support	\$60,000	50%	50.2%	49.8%	\$45,049	\$14,951
33	Training/Transportation/Travel						
34	Travel to Seminars (Board)	\$4,000	100%	50.2%	49.8%	\$2,007	\$1,993
35	Travel for District Manager	\$2,500	90%	50.2%	49.8%	\$1,379	\$1,121
36	Staff Training and Development	\$3,000	100%	50.2%	49.8%	\$1,505	\$1,495
37	Seminars/Conferences	\$3,500	100%	50.2%	49.8%	\$1,756	\$1,744
District Revenue Budget							
FY 2018/19 Actuals							
REVENUE							
38	PROPERTY TAX CURRENT SECURED	-\$54,400	0%	100%	0%	-\$54,400	\$0
39	PROPERTY TAX CURRENT UNSEC	-\$1,634	0%	100%	0%	-\$1,634	\$0
40	SUPPLEMENTAL ROLL TAX	-\$1,170	0%	100%	0%	-\$1,170	\$0
41	PROPERTY TAX PRIOR UNSECUR	-\$93	0%	100%	0%	-\$93	\$0
42	HOMEOWNERS PROP TAX RELIEF	-\$437	0%	100%	0%	-\$437	\$0
43	INTEREST	-\$65,170	0%	100%	0%	-\$65,170	\$0
44	SPECIAL TAX - FIRE ASSMT	-\$76,792	0%	100%	0%	-\$76,792	\$0
45	Other Income	-\$2,485	0%	100%	0%	-\$2,485	\$0
46	OTHER	-\$21,697	0%	100%	0%	-\$21,697	\$0
Fund 840 (City Operating Fund)							
FY 2019/20 Budget							
REVENUE							
47	42421 WASTE DISCHARGE PERMIT	-\$429	0%	0%	100%	\$0	-\$429
48	42422 GREASE TRAP PERMIT FEES CITY	-\$306	0%	0%	100%	\$0	-\$306
49	44170 PLAN CHECK FEES	-\$8,183	0%	0%	100%	\$0	-\$8,183
50	44621 SEWER 1 RESIDENCE (CITY)	-\$2,117,905	0%	0%	100%	\$0	-\$2,117,905
51	44622 SEWER 2 RESIDENCE (CITY)	-\$194,112	0%	0%	100%	\$0	-\$194,112
52	44623 SEWER 3 RESIDENCE (CITY)	-\$42,154	0%	0%	100%	\$0	-\$42,154
53	44624 SEWER 4 RESIDENCE (CITY)	-\$120,933	0%	0%	100%	\$0	-\$120,933
54	44625 SEWER RESIDENTIAL/UNIT (CITY)	-\$528,122	0%	0%	100%	\$0	-\$528,122
55	44626 SEWER COMMERCIAL (CITY)	-\$274,369	0%	0%	100%	\$0	-\$274,369
56	44627 SEWER COMM LOW PER UNIT CITY	-\$670,130	0%	0%	100%	\$0	-\$670,130
57	44628 SEWER COMM MODERATE/UNIT CIT	-\$88,668	0%	0%	100%	\$0	-\$88,668
58	44629 SEWER COMM MEDIUM/UNIT CITY	-\$61,435	0%	0%	100%	\$0	-\$61,435
59	44630 SEWER COMM HIGH/UNIT CITY	-\$285,593	0%	0%	100%	\$0	-\$285,593
60	44631 SEWER APARTMENTS CITY	-\$471,059	0%	0%	100%	\$0	-\$471,059
61	44632 SEW LAT INSPECTION FEE-CITY	-\$2,652	0%	0%	100%	\$0	-\$2,652
62	44633 SEWER MOBILE HOMES CITY	-\$178,095	0%	0%	100%	\$0	-\$178,095
63	44640 CONNECTION FEES	-\$500	0%	0%	100%	\$0	-\$500
64	44732 SEW LAT INSPECTION FEE-UVSD	-\$357	0%	0%	100%	\$0	-\$357
65	44830 REIMBURSABLE JOBS	\$0	0%	0%	100%	\$0	-\$1,075
66	46110 INTEREST ON INVESTMENTS	-\$6,884	0%	0%	100%	\$0	-\$6,884
67	44820 SALES OF PROPERTY	-\$3,621	0%	0%	100%	\$0	-\$3,621

EXPENSES								
68	54103 LAB SUPPLIES	\$20,000	100%	50.2%	49.8%	\$10,033	\$9,967	
69	56125 LAB EQUIP-REPAIR & MAINT.	\$10,000	100%	50.2%	49.8%	\$5,016	\$4,984	
70	51110 REGULAR SALARIES & WAGES	\$1,266,534	100%	50.2%	49.8%	\$635,331	\$631,203	
71	51120 NON-REGULAR SALARIES & WAGES	\$7,000	100%	50.2%	49.8%	\$3,511	\$3,489	
72	51210 RETIREMENT (PERS)	\$156,008	100%	50.2%	49.8%	\$78,258	\$77,750	
73	51220 INSURANCE	\$255,474	100%	50.2%	49.8%	\$128,153	\$127,321	
74	51230 WORKERS COMP	\$93,228	100%	50.2%	49.8%	\$46,766	\$46,462	
75	51240 MEDICARE	\$20,742	100%	50.2%	49.8%	\$10,405	\$10,337	
76	51130 OVERTIME SALARIES & WAGES	\$53,000	100%	50.2%	49.8%	\$26,586	\$26,414	
77	51250 UNEMPLOYMENT	\$14,365	100%	50.2%	49.8%	\$7,206	\$7,159	
78	51290 CELL PHONE STIPEND	\$4,737	100%	50.2%	49.8%	\$2,376	\$2,361	
79	51140 STAND-BY SALARIES & WAGES	\$35,000	100%	50.2%	49.8%	\$17,557	\$17,443	
80	51211 PERS UNFUNDED LIABILITY	\$248,440	100%	50.2%	49.8%	\$124,625	\$123,815	
81	61300 BILLING & COLLECTION ALLOCATIO	\$171,680	100%	43.7%	56.3%	\$74,959	\$96,721	Shared based on # of accounts
82	61600 GARAGE ALLOCATION	\$72,904	100%	50.2%	49.8%	\$36,571	\$36,333	
83	61420 BUILDING MAINTENANCE ALLOCATIO	\$5,232	100%	50.2%	49.8%	\$2,625	\$2,607	
84	61422 IT ALLOCATION	\$95,841	100%	50.2%	49.8%	\$48,077	\$47,764	
85	61500 INSURANCE ALLOCATION	\$157,031	100%	50.2%	49.8%	\$78,771	\$78,260	
86	61200 PURCHASING ALLOCATION	\$46,426	100%	50.2%	49.8%	\$23,289	\$23,137	
87	61430 CORP YARD ALLOCATION	\$16,763	100%	50.2%	49.8%	\$8,409	\$8,354	
88	61700 DISPATCH	\$16,603	100%	50.2%	49.8%	\$8,329	\$8,274	
89	62100 ADMIN & OVERHEAD ALLOCATION	\$249,789	100%	50.2%	49.8%	\$125,302	\$124,487	
90	54100 SUPPLIES	\$142,000	100%	50.2%	49.8%	\$71,231	\$70,769	
91	54101 POSTAGE	\$700	100%	50.2%	49.8%	\$351	\$349	
92	55100 TELEPHONE	\$4,800	100%	50.2%	49.8%	\$2,408	\$2,392	
93	55210 UTILITIES	\$312,200	100%	50.2%	49.8%	\$156,609	\$155,591	
94	56300 BUILDING MAINT. & REPAIR	\$18,000	100%	50.2%	49.8%	\$9,029	\$8,971	
95	57100 LEARNING AND DEVELOPMENT	\$37,500	100%	50.2%	49.8%	\$18,811	\$18,689	
96	52100 CONTRACTUAL SERVICES	\$405,298	100%	50.2%	49.8%	\$203,309	\$201,988	
97	52150 LEGAL SERVICES/EXPENSES	\$20,000	100%	50.2%	49.8%	\$10,033	\$9,967	
98	56120 EQUIPMENT MAINTENANCE & REPAIR	\$287,000	100%	50.2%	49.8%	\$143,968	\$143,032	
99	57300 MEMBERSHIPS & SUBSCRIPTIONS	\$7,800	100%	50.2%	49.8%	\$3,913	\$3,887	
100	54320 SOFTWARE	\$42,000	100%	50.2%	49.8%	\$21,068	\$20,932	
101	52113 PLANNING STUDIES	\$125,000	100%	50.2%	49.8%	\$62,704	\$62,296	Projected annual expense = \$25K
102	52180 SECURITY SERVICES	\$1,500	100%	50.2%	49.8%	\$752	\$748	
103	54330 COMPUTER AND TECHNOLOGY	\$27,000	100%	50.2%	49.8%	\$13,544	\$13,456	
104	56210 FUEL & FLUIDS	\$47,500	100%	50.2%	49.8%	\$23,827	\$23,673	
105	59100 PROPERTY TAXES PAID	\$10,750	100%	50.2%	49.8%	\$5,393	\$5,357	
106	59101 FEES	\$33,300	100%	50.2%	49.8%	\$16,704	\$16,596	
107	59400 OTHER EXPENSES	\$10,000	100%	50.2%	49.8%	\$5,016	\$4,984	
108	54102 SMALL TOOLS	\$27,000	100%	50.2%	49.8%	\$13,544	\$13,456	
109	56130 EXTERNAL SERVICES	\$40,000	100%	50.2%	49.8%	\$20,065	\$19,935	
110	56410 EQUIPMENT RENTAL - PRIVATE	\$2,000	100%	50.2%	49.8%	\$1,003	\$997	
111	58510 REIMBURSABLE JOBS	\$5,000	100%	50.2%	49.8%	\$2,508	\$2,492	
112	52114 COMPLIANCE STUDIES	\$25,000	100%	50.2%	49.8%	\$12,541	\$12,459	
113	54700 FINES & PENALTIES	\$50,000	100%	50.2%	49.8%	\$25,082	\$24,919	
114	55200 PG&E	\$33,000	100%	50.2%	49.8%	\$16,554	\$16,446	
115	56504 FACILITY MAINTENANCE & REPAIR	\$20,000	100%	50.2%	49.8%	\$10,033	\$9,967	
116	58201 WATER PURCHASES	\$1,000	100%	50.2%	49.8%	\$502	\$498	
117	58202 TREATMENT PLANT CHEMICALS	\$240,000	100%	50.2%	49.8%	\$120,391	\$119,609	
Fund 841 (City Debt Fund) FY 2019/20 Budget								
REVENUE								
118	46110 INTEREST ON INVESTMENTS	-\$21,297	100%	52.0%	48.0%	-\$11,074	-\$10,223	
EXPENSES								
119	52500 TRUSTEE FEES	\$8,000	100%	50.2%	49.8%	\$4,013	\$3,987	
Fund 842 (City Rate Stabilization) FY 2019/20 Budget								
REVENUE								
120	46110 INTEREST ON INVESTMENTS	-\$7,720	100%	0%	100%	\$0	-\$7,720	
Fund 843 (City Connection Fee) FY 2019/20 Budget								
REVENUE								
121	46110 INTEREST ON INVESTMENTS	-\$5,894	100%	0%	100%	\$0	-\$5,894	
122	44770 SALE OF RECYCLED WATER	\$0	100%	0%	100%	\$0	\$700	
Fund 844 (City Capital Fund) FY 2019/20 Budget								
REVENUE								
123	46110 INTEREST ON INVESTMENTS	-\$10	100%	0%	100%	\$0	-\$10	
EXPENSES								
124	53000 LAWSUIT SETTLEMENT	\$1,000,000	100%	0%	100%	\$0	\$1,000,000	
125	52150 LEGAL SERVICES - CITY ONLY	\$0	100%	0%	100%	\$0	\$15,737	

Fund 940 (District Operating Fund) FY 2018/19 Actuals							
REVENUE							
126	42421 WASTE DISCHARGE PERMIT	\$0	0%	100%	0%	\$0	\$0
127	42423 GREASE TRAP PERMIT FEES (UVSD)	-\$100	0%	100%	0%	-\$100	\$0
128	44721 SEWER 1 RESIDENCE (UVSD)	-\$1,456,628	0%	100%	0%	-\$1,456,628	\$0
129	44722 SEWER 2 RESIDENCE (UVSD)	-\$79,946	0%	100%	0%	-\$79,946	\$0
130	44723 SEWER 3 RESIDENCE (UVSD)	-\$17,539	0%	100%	0%	-\$17,539	\$0
131	44724 SEWER 4 RESIDENCE (UVSD)	-\$69,850	0%	100%	0%	-\$69,850	\$0
132	44725 SEWER RESIDENTIAL/UNIT (UVSD)	-\$1,026,504	0%	100%	0%	-\$1,026,504	\$0
133	44726 SEWER COMMERCIAL (UVSD)	-\$85,050	0%	100%	0%	-\$85,050	\$0
134	44727 SEWER COMM LOW/UNIT (UVSD)	-\$789,429	0%	100%	0%	-\$789,429	\$0
135	44728 SEWER COMM MODERAT/UNIT UVSD	-\$240,662	0%	100%	0%	-\$240,662	\$0
136	44729 SEWER COMM MEDIUM/UNIT UVSD	-\$76,227	0%	100%	0%	-\$76,227	\$0
137	44730 SEWER COMM HIGH/UNIT UVSD	-\$252,579	0%	100%	0%	-\$252,579	\$0
138	44731 SEWER APARTMENTS (UVSD)	-\$676,634	0%	100%	0%	-\$676,634	\$0
139	44732 SEW LAT INSPECTION FEE-UVSD	\$0	0%	100%	0%	\$0	\$0
140	44733 SEWER MOBILE HOMES UVSD	-\$391,655	0%	100%	0%	-\$391,655	\$0
141	44735 SEWER COMM LEACHATE UVSD	-\$3,111	0%	100%	0%	-\$3,111	\$0
142	46110 INTEREST ON INVESTMENTS	-\$17,893	0%	100%	0%	-\$17,893	\$0
143	48110 MISCELLANEOUS RECEIPTS	\$0	0%	100%	0%	\$0	\$0
144	48130 COLLECTION OF BAD DEBTS	\$0	0%	100%	0%	\$0	\$0
145	48150 CASH OVER/SHORT	\$8,590	0%	100%	0%	\$8,590	\$0
146	46116 MISCELLANEOUS INCOME	\$0	0%	100%	0%	\$0	\$0
147	52101 UVSD - PREP OF SCO REPORT	\$0	0%	100%	0%	\$0	\$0
148	52102 UVSD - CONSULTANT SERVICES	\$0	0%	100%	0%	\$0	\$0
149	52105 UVSD - SHARE CAP PROJECTS 844	\$0	0%	100%	0%	\$0	\$0
EXPENSES							
150	52100 CONTRACTUAL SERVICES	\$30,690	0%	100%	0%	\$30,690	\$0 Used previous year actuals
Fund 842 (District Rate Stabilization) FY 2019/20 Budget							
REVENUE							
151	46110 INTEREST ON INVESTMENTS	-\$1	0%	100%	0%	-\$1	\$0
Fund 843 (District Connection Fee) FY 2019/20 Budget							
REVENUE							
152	44640 CONNECTION FEES	-\$1,003,701	0%	100%	0%	-\$1,003,701	\$0 Used TYD actuals
153	46110 INTEREST ON INVESTMENTS	-\$10,665	0%	100%	0%	-\$10,665	\$0
EXPENSES							
154	61300 BILLING & COLLECTION ALLOCATIO	\$3,332	0%	100%	0%	\$3,332	\$0
155	62100 ADMIN & OVERHEAD ALLOCATION	\$1,313	0%	100%	0%	\$1,313	\$0
Fund 844 (District Capital Fund) FY 2019/20 Budget							
REVENUE							
156	46110 INTEREST ON INVESTMENTS	\$24	0%	100%	0%	\$24	\$0
157	44835 REIMBURSEMENTS/RETAINAGE	-\$34,068	0%	100%	0%	-\$34,068	\$0
EXPENSES							
158	61300 BILLING & COLLECTION ALLOCATIO	\$607	0%	100%	0%	\$607	\$0

SCHEDULE 2 – District Cash Flow Proforma

	Budget FY 2020	Forecast FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025	Forecast FY 2026	Forecast FY 2027	Forecast FY 2028	Forecast FY 2029	Forecast FY 2030	Forecast FY 2031
1 Sewer Rate Revenue Increase:	0.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	2.0%	1.0%
Revenue												
2 Sewer Service Charge Revenue	\$5,162,702	\$5,191,171	\$5,191,171	\$5,271,708	\$5,353,496	\$5,436,552	\$5,520,896	\$5,606,550	\$5,693,532	\$5,781,863	\$5,871,565	\$6,021,374
3 Change due to growth	\$0	\$0	\$28,626	\$29,070	\$29,521	\$29,979	\$30,444	\$30,917	\$31,396	\$31,883	\$32,378	\$33,204
4 Increase due to rate adjustments	\$0	\$0	\$51,912	\$52,717	\$53,535	\$54,366	\$55,209	\$56,065	\$56,935	\$57,819	\$117,431	\$60,214
Non-Rate Revenues												
5 Other Income	\$49,661	\$24,907	\$25,156	\$25,408	\$25,662	\$25,919	\$26,178	\$26,440	\$26,704	\$26,971	\$27,241	\$27,513
6 Other Operating Revenue	\$3,211	\$3,243	\$3,275	\$3,308	\$3,341	\$3,374	\$3,408	\$3,442	\$3,477	\$3,511	\$3,546	\$3,582
7 Interest Earnings	\$104,778	\$79,730	\$114,090	\$131,802	\$161,765	\$164,721	\$167,226	\$169,220	\$170,643	\$171,532	\$171,806	\$172,374
8 Property Tax	\$56,564	\$59,001	\$61,543	\$64,195	\$66,961	\$69,846	\$72,855	\$75,994	\$79,269	\$82,684	\$86,247	\$89,963
9 Special Tax	\$77,962	\$77,962	\$77,962	\$77,962	\$77,962	\$77,962	\$77,962	\$77,962	\$77,962	\$77,962	\$77,962	\$77,962
10 Connection Fees	\$1,003,701	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896
11 Settlement Agreement Rev	\$1,000,000	\$1,090,000	\$1,060,000	\$1,030,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12 Total Revenue	\$7,458,578	\$6,712,910	\$6,800,631	\$6,873,066	\$5,959,138	\$6,049,614	\$6,141,075	\$6,233,485	\$6,326,813	\$6,421,122	\$6,575,073	\$6,673,082
O&M Costs												
13 Salaries and Benefits	\$1,152,893	\$1,175,987	\$1,202,794	\$1,230,203	\$1,258,227	\$1,286,880	\$1,316,175	\$1,346,127	\$1,376,750	\$1,408,059	\$1,440,070	\$1,472,796
14 Professional Services	\$526,057	\$458,806	\$473,865	\$489,415	\$505,472	\$522,051	\$539,170	\$556,846	\$575,097	\$593,942	\$613,400	\$633,490
15 Operating Supplies	\$144,634	\$148,978	\$153,868	\$158,917	\$164,130	\$169,514	\$175,072	\$180,812	\$186,738	\$192,857	\$199,175	\$205,699
16 Utilities and Chemicals	\$317,371	\$326,903	\$337,633	\$348,712	\$360,152	\$371,965	\$384,162	\$396,757	\$409,761	\$423,188	\$437,052	\$451,366
17 Administrative	\$235,156	\$242,217	\$250,167	\$258,376	\$266,853	\$275,606	\$284,643	\$293,975	\$303,610	\$313,559	\$323,831	\$334,438
18 Training	\$25,456	\$26,221	\$27,081	\$27,970	\$28,888	\$29,835	\$30,813	\$31,824	\$32,867	\$33,944	\$35,056	\$36,204
19 Billing	\$78,882	\$78,977	\$81,569	\$84,246	\$87,010	\$89,864	\$92,810	\$95,853	\$98,995	\$102,239	\$105,588	\$109,046
20 Legal Fees	\$315,081	\$156,734	\$61,878	\$63,909	\$66,006	\$68,171	\$70,406	\$72,714	\$75,097	\$77,558	\$80,099	\$82,723
21 Internal Allocation	\$206,063	\$212,252	\$219,218	\$226,412	\$233,840	\$241,510	\$249,429	\$257,607	\$266,050	\$274,768	\$283,769	\$293,064
22 Miscellaneous	\$59,818	\$61,614	\$63,636	\$65,725	\$67,881	\$70,107	\$72,406	\$74,780	\$77,231	\$79,762	\$82,375	\$85,073
23 Total Operating Expenses	\$3,061,410	\$2,888,688	\$2,871,711	\$2,953,885	\$3,038,458	\$3,125,501	\$3,215,088	\$3,307,293	\$3,402,196	\$3,499,875	\$3,600,414	\$3,703,898
Capital Costs												
24 Total Capital Spending	\$536,226	\$92,802	\$885,577	\$110,696	\$732,151	\$757,776	\$784,298	\$811,749	\$840,160	\$869,566	\$900,001	\$931,501
25 Bond Proceeds (net of issuance costs)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26 Cash Funded Capital Projects	\$536,226	\$92,802	\$885,577	\$110,696	\$732,151	\$757,776	\$784,298	\$811,749	\$840,160	\$869,566	\$900,001	\$931,501
27 Refinanced Debt	\$2,536,235	\$1,988,550	\$1,993,074	\$1,994,250	\$1,996,543	\$1,996,928	\$1,998,406	\$2,000,904	\$1,998,458	\$1,998,104	\$1,998,746	\$2,003,360
28 Reconciliation of Debt	\$0	(\$18)	\$4,619	\$9,255	\$13,891	\$18,527	\$23,163	\$27,798	\$32,432	\$37,066	\$41,699	\$46,332
29 One-time Principal Contribution	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29 Total Capital Expenses	\$5,572,461	\$2,081,334	\$2,883,270	\$2,114,201	\$2,742,585	\$2,773,231	\$2,805,867	\$2,840,450	\$2,871,050	\$2,904,736	\$2,940,446	\$2,981,193
30 Total Revenue Requirement	\$8,633,871	\$4,970,022	\$5,754,980	\$5,068,086	\$5,781,043	\$5,898,733	\$6,020,955	\$6,147,744	\$6,273,246	\$6,404,611	\$6,540,860	\$6,685,090
31 Beginning Year Balance (all funds*)	6,326,633	4,803,038	6,872,899	7,939,879	9,744,860	9,922,955	10,073,836	10,193,956	10,279,698	10,333,265	10,349,776	10,383,989
* includes restricted connection fee funds												
32 Use of Connection Fees for Existing Debt	\$655,399	\$513,869	\$208,225	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896	\$186,896
33 Surplus/(Shortfall)	(\$1,523,595)	\$2,069,861	\$1,066,980	\$1,804,981	\$178,095	\$150,882	\$120,120	\$85,742	\$53,568	\$16,511	\$34,212	(\$12,008)
34 End of Year Balance	4,803,038	6,872,899	7,939,879	9,744,860	9,922,955	10,073,836	10,193,956	10,279,698	10,333,265	10,349,776	10,383,989	10,371,981
35 Minimum Reserve Target	\$2,191,064	\$2,104,702	\$2,096,214	\$2,137,301	\$2,179,587	\$2,223,109	\$2,267,902	\$2,314,005	\$2,361,456	\$2,410,296	\$2,460,565	\$2,512,307
36 Available Cash	\$2,611,974	\$4,768,197	\$5,843,665	\$7,607,559	\$7,743,367	\$7,850,727	\$7,926,053	\$7,965,693	\$7,971,809	\$7,939,480	\$7,923,423	\$7,859,673
37 Restricted Fund Balance (Connection Fees)	\$348,302	\$21,329	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Coverage Calculations												
Total Revenue Available for Debt Service												
38 ...with Connection Fees	\$3,397,168	\$2,734,222	\$2,868,921	\$2,889,181	\$2,920,680	\$2,924,113	\$2,925,987	\$2,926,192	\$2,924,618	\$2,921,247	\$2,974,659	\$2,969,185
39 ...without Connection Fees	\$2,393,467	\$2,547,326	\$2,682,025	\$2,702,285	\$2,733,784	\$2,737,217	\$2,739,091	\$2,739,296	\$2,737,722	\$2,734,351	\$2,787,763	\$2,782,289
40 Total Yearly Parity Debt Payment	\$2,536,235	\$1,988,533	\$1,997,692	\$2,003,505	\$2,010,434	\$2,015,455	\$2,021,568	\$2,028,701	\$2,030,890	\$2,035,170	\$2,040,446	\$2,049,692
41 Debt Coverage Ratio (with Connection Fees)	1.34	1.37	1.44	1.44	1.45	1.45	1.45	1.44	1.44	1.44	1.46	1.45
42 Debt Coverage Ratio (without Connection Fees)	0.94	1.28	1.34	1.35	1.36	1.36	1.35	1.35	1.35	1.34	1.37	1.36

SCHEDULE 3 – City Cash Flow Proforma

	Budget FY 2020	Forecast FY 2021	Forecast FY 2022	Forecast FY 2023	Forecast FY 2024	Forecast FY 2025	Forecast FY 2026	Forecast FY 2027	Forecast FY 2028	Forecast FY 2029	Forecast FY 2030	Forecast FY 2031
1 Sewer Rate Revenue Increase:		5.0%	2.0%	2.0%	1.0%	1.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Revenue												
2 Sewer Service Charge Revenue	\$5,032,575	\$5,288,332	\$5,288,332	\$5,398,230	\$5,510,412	\$5,569,821	\$5,629,871	\$5,746,867	\$5,866,294	\$5,988,203	\$6,112,645	\$6,239,674
3 Change due to growth	\$0	\$0	\$4,132	\$4,217	\$4,305	\$4,351	\$4,398	\$4,490	\$4,583	\$4,678	\$4,776	\$4,875
4 Increase due to rate adjustments	\$0	\$0	\$105,767	\$107,965	\$55,104	\$55,698	\$112,597	\$114,937	\$117,326	\$119,764	\$122,253	\$124,793
Non-Rate Revenues												
6 Other Income	\$3,621	\$3,657	\$3,694	\$3,731	\$3,768	\$3,806	\$3,844	\$3,882	\$3,921	\$3,960	\$4,000	\$4,040
7 Other Operating Revenue	\$19,187	\$19,379	\$19,572	\$19,768	\$19,966	\$20,166	\$20,367	\$20,571	\$20,777	\$20,984	\$21,194	\$21,406
8 Interest Earnings	\$23,847	\$19,378	\$21,128	\$21,670	\$25,202	\$25,963	\$25,411	\$24,957	\$24,600	\$24,343	\$24,183	\$24,123
9 Connection Fees	\$50,500	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500
10 Total Revenue	\$5,129,729	\$5,361,246	\$5,473,124	\$5,586,081	\$5,649,257	\$5,710,306	\$5,826,989	\$5,946,204	\$6,068,000	\$6,192,433	\$6,319,551	\$6,449,411
O&M Costs												
11 Salaries and Benefits	\$1,136,098	\$1,158,784	\$1,178,699	\$1,198,947	\$1,219,534	\$1,240,465	\$1,261,746	\$1,283,382	\$1,305,380	\$1,327,744	\$1,350,482	\$1,373,598
12 Professional Services	\$475,536	\$438,224	\$450,125	\$462,346	\$474,896	\$487,782	\$501,015	\$514,602	\$528,554	\$542,880	\$557,591	\$572,695
13 Operating Supplies	\$143,703	\$148,009	\$152,029	\$156,157	\$160,396	\$164,748	\$169,217	\$173,806	\$178,519	\$183,357	\$188,326	\$193,427
14 Utilities and Chemicals	\$315,329	\$324,778	\$333,599	\$342,656	\$351,957	\$361,508	\$371,314	\$381,384	\$391,725	\$402,342	\$413,244	\$424,438
15 Administrative	\$181,328	\$186,762	\$191,834	\$197,042	\$202,391	\$207,883	\$213,522	\$219,313	\$225,259	\$231,364	\$237,633	\$244,070
16 Training	\$25,044	\$25,794	\$26,495	\$27,214	\$27,953	\$28,711	\$29,490	\$30,290	\$31,111	\$31,955	\$32,820	\$33,710
17 Billing	\$96,737	\$99,623	\$102,328	\$105,107	\$107,960	\$110,889	\$113,897	\$116,986	\$120,158	\$123,415	\$126,759	\$130,193
18 Minor Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19 Legal Fees	\$40,657	\$41,875	\$43,013	\$44,181	\$45,380	\$46,611	\$47,876	\$49,174	\$50,507	\$51,876	\$53,282	\$54,725
20 Internal Allocation	\$204,737	\$210,872	\$216,599	\$222,480	\$228,519	\$234,720	\$241,087	\$247,626	\$254,339	\$261,233	\$268,312	\$275,580
21 Miscellaneous	\$59,432	\$61,214	\$62,876	\$64,583	\$66,336	\$68,136	\$69,985	\$71,883	\$73,831	\$75,833	\$77,887	\$79,997
22 Total Operating Expenses	\$2,678,600	\$2,695,935	\$2,757,597	\$2,820,714	\$2,885,321	\$2,951,454	\$3,019,150	\$3,088,447	\$3,159,383	\$3,231,999	\$3,306,335	\$3,382,433
Capital Costs												
23 Total Capital Spending	\$2,232,758	\$492,198	\$879,822	\$109,976	\$727,393	\$752,852	\$779,201	\$806,474	\$834,700	\$863,915	\$894,152	\$925,447
24 Settlement Agreement Payment (Cash)	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25 Cash Funded Capital Projects	\$2,232,753	\$492,198	\$879,822	\$109,976	\$727,393	\$752,852	\$779,201	\$806,474	\$834,700	\$863,915	\$894,152	\$925,447
26 Refinanced Debt	\$538,613	\$1,998,722	\$1,998,965	\$1,999,008	\$1,999,192	\$1,998,505	\$1,998,934	\$1,999,444	\$1,998,998	\$1,999,608	\$1,999,226	\$1,998,840
27 Reconciliation of Debt	\$0	\$18	(\$4,619)	(\$9,255)	(\$13,891)	(\$18,527)	(\$23,163)	(\$27,798)	(\$32,432)	(\$37,066)	(\$41,699)	(\$46,332)
28 Internal Loan Repayments	\$0	\$178,122	\$178,122	\$178,122	\$178,122	\$178,122	\$178,122	\$178,122	\$178,122	\$178,122	\$178,122	\$178,122
29 Total Settlement & Capital Expenses	\$3,771,366	\$2,669,061	\$3,052,290	\$2,277,851	\$2,890,816	\$2,910,951	\$2,933,095	\$2,956,242	\$2,979,388	\$3,004,579	\$3,029,801	\$2,877,955
30 Total Revenue Requirement	\$6,449,967	\$5,364,995	\$5,809,887	\$5,098,565	\$5,776,137	\$5,862,405	\$5,952,245	\$6,044,689	\$6,138,772	\$6,236,578	\$6,336,136	\$6,260,388
31 Beginning Year Balance (all funds*)	6,572,638	5,341,086	\$5,823,335	\$5,972,632	\$6,946,219	\$7,156,037	\$7,003,937	\$6,878,681	\$6,780,197	\$6,709,425	\$6,665,280	\$6,648,694
* includes restricted connection fee funds												
31 Use of Connection Fees for Existing Debt	\$139,185	\$516,498	\$516,560	\$516,572	\$367,197	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500	\$30,500
32 Surplus/(Shortfall)	(\$1,231,552)	\$482,249	\$149,298	\$973,587	\$209,818	(\$152,100)	(\$125,256)	(\$98,485)	(\$70,771)	(\$44,145)	(\$16,586)	\$189,022
33 End of Year Balance	5,341,086	5,823,335	5,972,632	6,946,219	7,156,037	7,003,937	6,878,681	6,780,197	6,709,425	6,665,280	6,648,694	6,837,717
34 Minimum Reserve Target	\$1,995,367	\$2,004,034	\$2,034,865	\$2,066,424	\$2,098,727	\$2,131,794	\$2,165,642	\$2,200,290	\$2,235,758	\$2,272,066	\$2,309,234	\$2,347,283
35 Available Cash	3,345,719	\$3,819,301	\$3,937,767	\$4,879,796	\$5,057,310	\$4,872,144	\$4,713,040	\$4,579,906	\$4,473,667	\$4,393,214	\$4,339,460	\$4,490,433
36 Restricted Fund Balance (Connection Fees)	1,794,827	1,308,829	822,768	336,697	-	-	-	-	-	-	-	-
Debt Coverage Calculations												
37 ...with Connection Fees	\$2,451,129	\$2,487,189	\$2,537,405	\$2,587,244	\$2,585,814	\$2,580,729	\$2,629,717	\$2,679,635	\$2,730,495	\$2,782,311	\$2,835,093	\$3,066,977
38 ...without Connection Fees	\$2,400,629	\$2,456,689	\$2,506,905	\$2,556,744	\$2,555,314	\$2,550,229	\$2,599,217	\$2,649,135	\$2,699,995	\$2,751,811	\$2,804,593	\$3,036,477
39 Total Yearly Parity Debt Payment	\$538,613	\$1,998,740	\$1,994,346	\$1,989,752	\$1,985,300	\$1,979,977	\$1,975,771	\$1,971,646	\$1,966,566	\$1,962,542	\$1,957,527	\$1,952,508
40 Debt Coverage Ratio (with Connection Fees)	4.55	1.24	1.27	1.30	1.30	1.30	1.33	1.36	1.39	1.42	1.45	1.57
41 Debt Coverage Ratio (without Connection Fees)	4.46	1.23	1.26	1.28	1.29	1.29	1.32	1.34	1.37	1.40	1.43	1.56

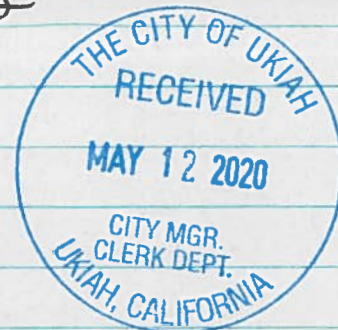
5-7-20

CITY OF UKIAH / KRISTINE LAWLER

I HAVE RECENTLY HAD THE EXPENSE OF HAVING TO INSTALL A NEW SEWER LATERAL. I AM ON A FIXED INCOME/BUDGET. IT SEEMS LIKE EVERY COMPANY WANTS TO RAISE RATES WHICH INCLUDE PAY RAISES FOR EMPLOYEES. I AM PROTESTING THIS INCREASE AS MY INCOME IS NOT BEING RAISED. JUST CAN'T AFFORD MORE. I HAVE HAD TO CANCEL 2 UTILITIES BECAUSE OF RATE HIKES!

Marsha C. Lieberman
(MARSHA C. LIEBERMAN)

807 WALNUT AVE
UKIAH, CA 95482





Sewer Rate Public Hearing

June 17, 2020



THE REED GROUP, INC.

Agenda

1. Study Overview & Scope
2. Operating Agreement Requirements
3. Proposed Operating Cost Allocation
4. Financial Plan Results
5. Cost of Service & Rate Design
6. Next Steps

Study Overview

Cost Allocation

Allocate operating costs between the City and the District based on the terms of the Operating Agreement, available data, and industry best practices

Revenue Requirements

Compare the revenues of the utilities to their expenses in the multi-year financial plans to determine the overall level of annual rate adjustments

Cost-of-Service

Equitably allocate the FY 20-21 revenue requirements between the various customer classes of each utility

Rate Design

Design rates to recover the revenue requirement from each customer class and meets other rate design goals and objectives

Cost Allocation Metrics

	Accounts		Monthly Indoor Water Usage		ESSSUs *	
	Count	Percent	HCF	Percent	Count	Percent
District	2,775	43.7%	36,745	51.8%	6,544	50.16%
City	3,582	56.3%	34,132	48.2%	6,503	49.84%
Total:	6,357		70,877		13,047	

(Default allocation in OA is 47% District : 53% City)

* ESSSU percentages are projected to change over time based on forecasted growth.

Financial Reserves

City Beginning Balance

July 1, 2019

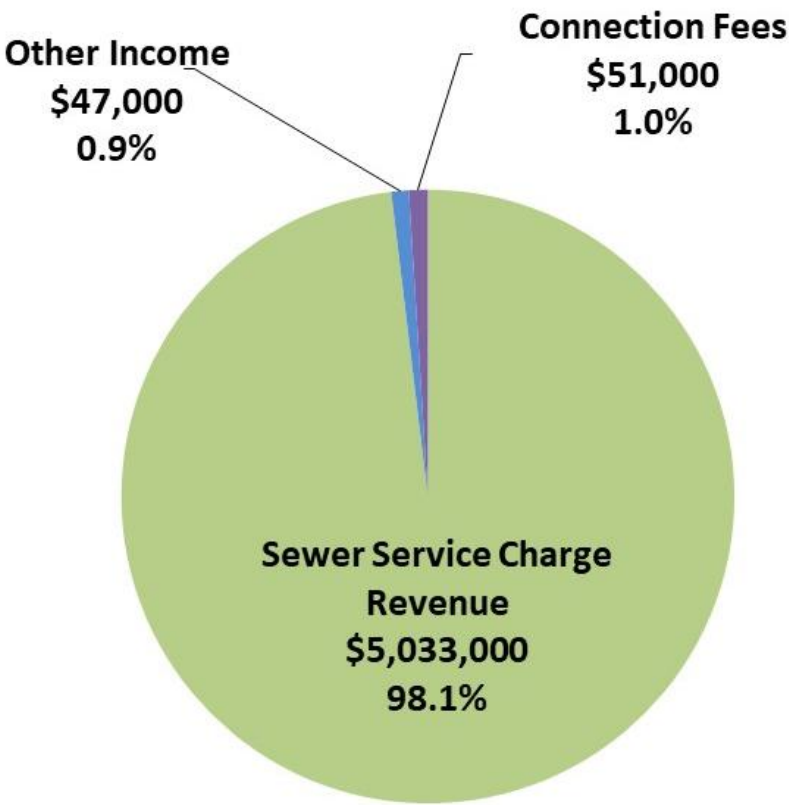
Cash and investments	\$4,689,000	*
Restricted Cash (Fund 843)	\$1,884,000	

Total: \$6,573,000

* This does not include the \$4M settlement liability

Revenues - FY2019/20 Budget

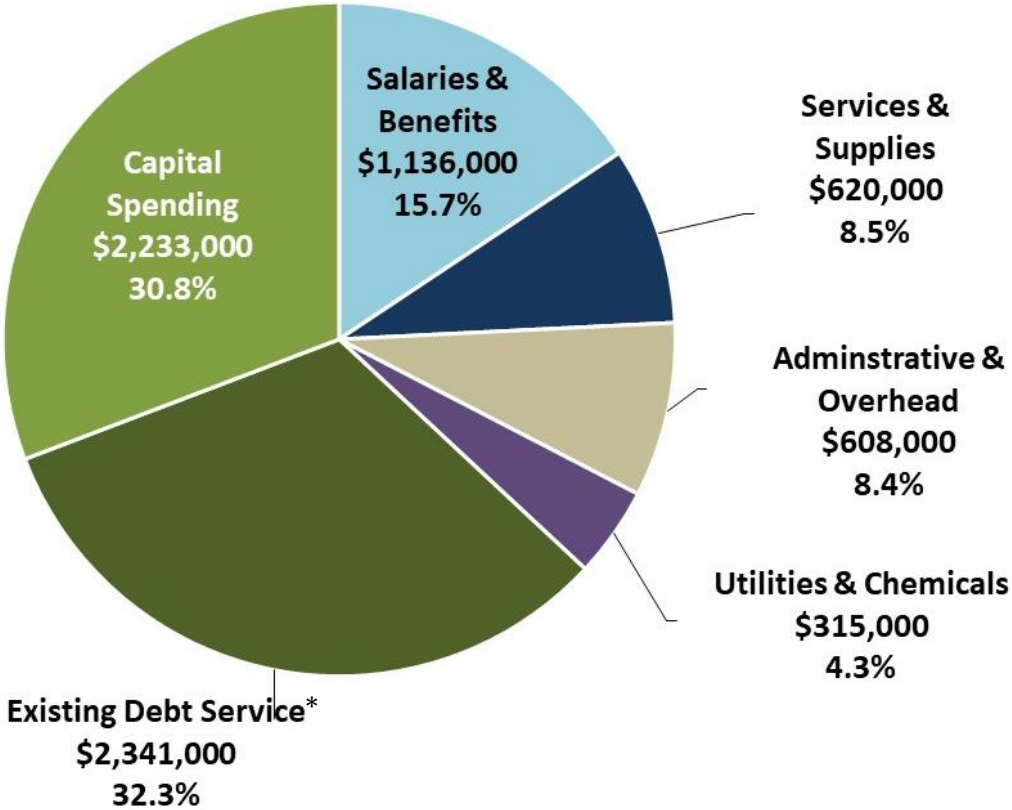
Sewer Service Charge Revenue	\$5,033,000
Other Income	\$4,000
Other Operating Revenue	\$19,000
Interest Earnings	\$24,000
Connection Fees	\$51,000
Total:	\$5,131,000



Operating Budget - FY2019/20 Budget

Salaries and Benefits	\$1,136,000
Professional Services	\$476,000
Operating Supplies	\$144,000
Utilities and Chemicals	\$315,000
Administrative	\$181,000
Training	\$25,000
Billing	\$97,000
Legal Fees	\$41,000
Internal Allocation	\$205,000
Miscellaneous	\$59,000
Existing Debt Service	\$2,341,000

Operating Budget: \$5,020,000



* The debt payment for this year was reduced to \$539k as part of the refinancing terms

Debt Service

2006 ABAG Water and Wastewater Revenue Bond

- ✓ Previous debt service, allocated 52:48 by Operating Agreement
 - ✓ \$2,338,000 in FY2020
- ✓ Refinanced debt service, allocated 54:46 by rate study
 - ✓ \$1,995,000 in FY2021
 - ✓ Split with District will change annually going forward (per Operating Agreement)

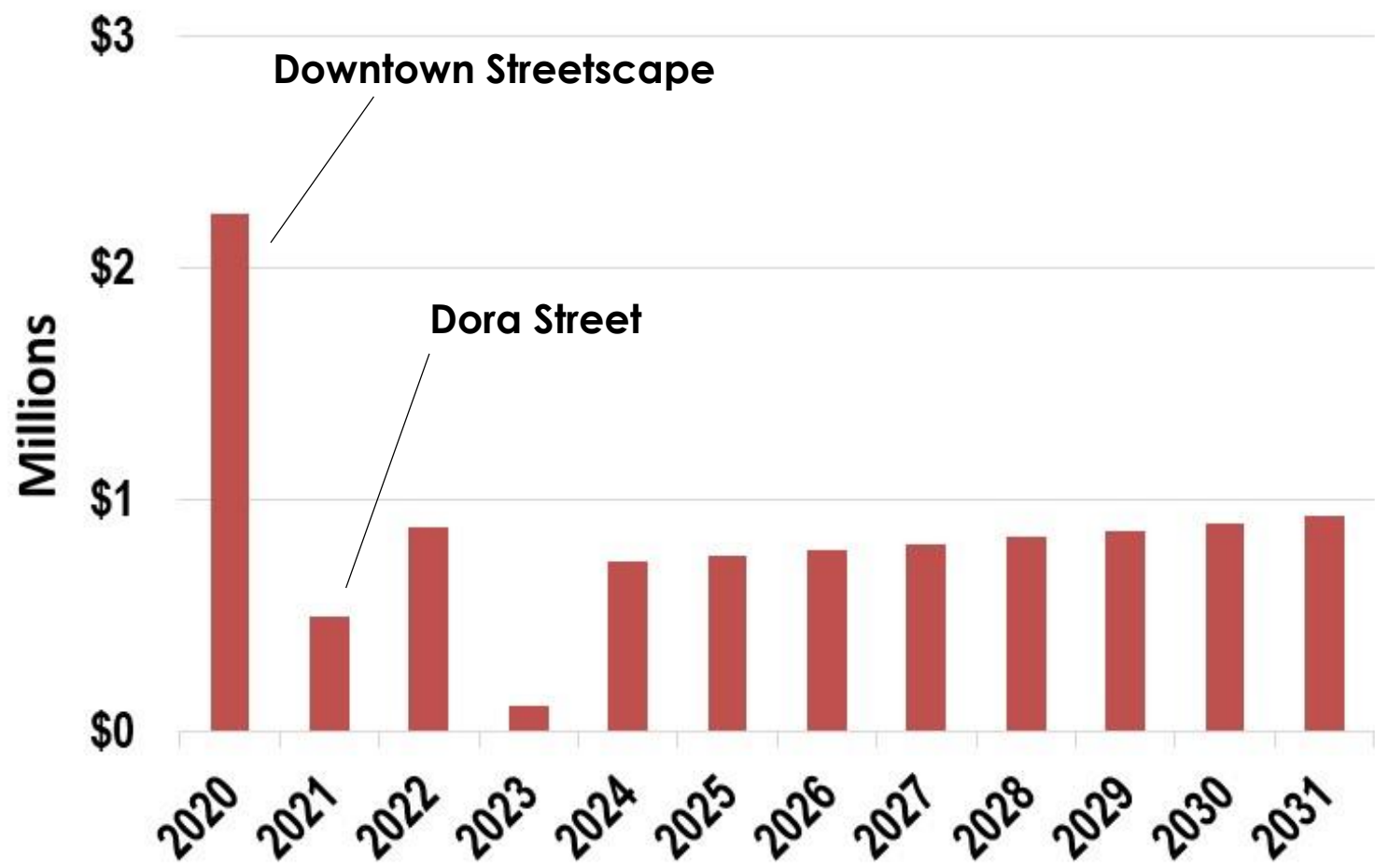
Debt Service Coverage Ratio

- ✓ 2006 Financing Agreement requires the City to maintain coverage ratio of 1.20
- ✓ Rating agencies look favorably on utilities that maintain a coverage ratio above 1.50

Settlement Agreement Payment Loan (City)

- ✓ The entire \$4M Settlement Agreement has been paid: \$1 million with cash reserves, another \$1.4 million with proceeds from the refinanced bond, and the remaining \$1.6 million was funded with an internal loan (10-year term at an interest rate of 2.0%, with annual payments of \$178,000)

Capital Spending



Reserve Targets

Formal reserve policies are the industry standard for protecting utilities against unforeseen circumstances. Such policies are also beneficial for achieving a positive bond rating, which will help qualify the City for affordable debt.

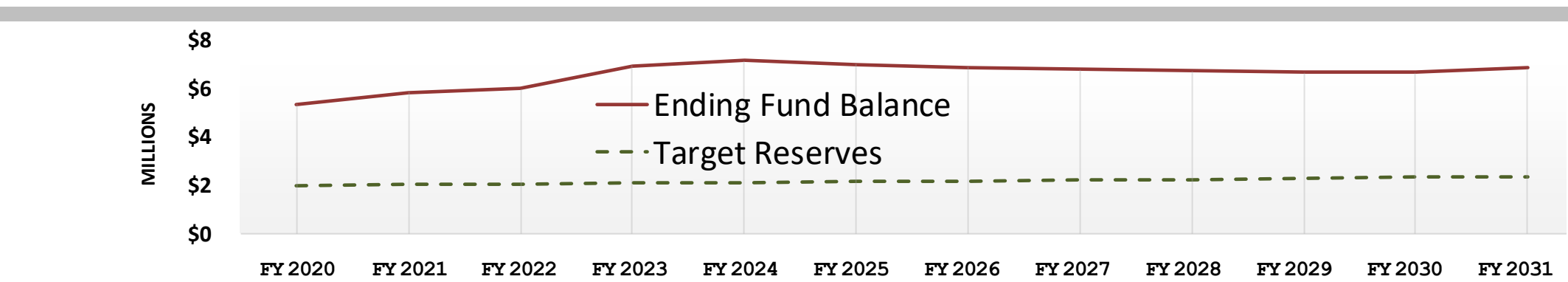
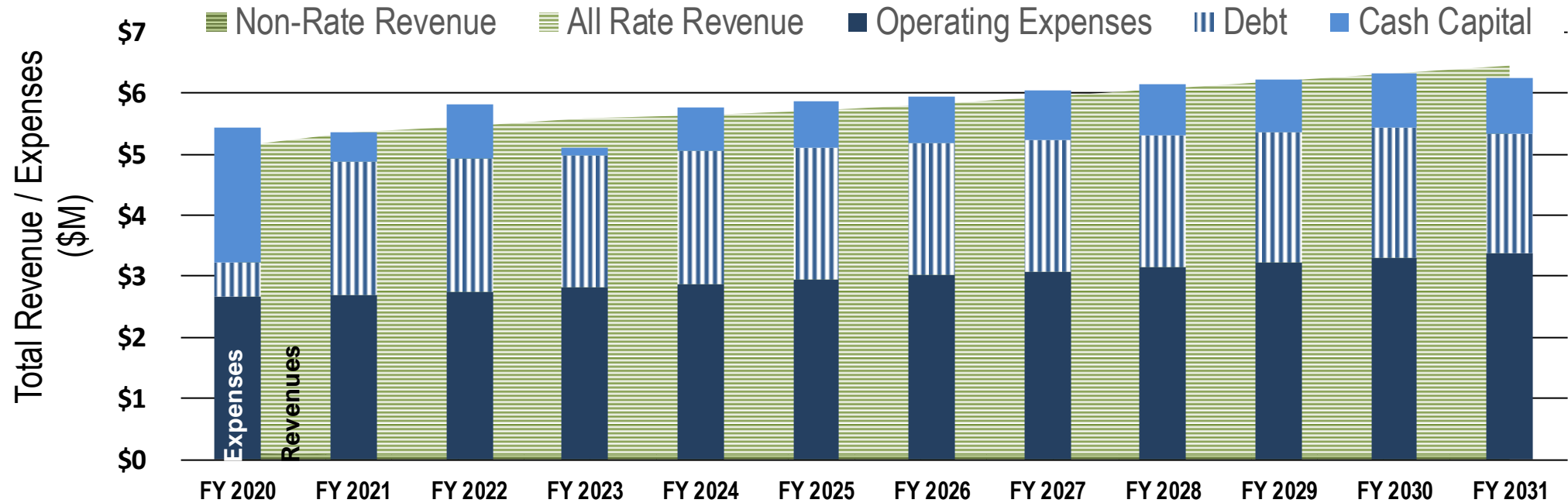
Operating Reserve (recommended)

- Maintain a minimum of at least 6 months of operating budget in the event of unexpected changes to cash flow or operating costs
(Approximately \$1.3 million)

Emergency & Capital Improvement Reserve (recommended)

- Maintain a minimum of 1 year of average annual capital spending to meet the cash flow requirements of capital spending (about \$650 thousand)

Sewer Enterprise Financial Forecast



Rate Revenue Increases:		5.0%	2.0%	2.0%	1.0%	1.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Debt Coverage Ratio:	4.55	1.24	1.27	1.30	1.30	1.30	1.33	1.36	1.39	1.42	1.45	1.57

Cost of Service & Rate Design

Current City Rates

✓ Residential

- Usage rates @ \$2.45 per HCF
- Monthly Service charge of \$62.44 per dwelling unit

✓ Commercial

- 4 classes based on sewage strength
 - Class 1 - \$9.80
 - Class 2 - \$10.47
 - Class 3 - \$18.52
 - Class 4 - \$23.85
- Minimum charge of \$62.44

Miscellaneous:

- 1) Accounts with negotiated special rates (recommend creating administrative record to demonstrate cost of service)
- 2) City bills Mobile Homes as Commercial 1 (recommend treating as residential)
- 3) City should continue to review that commercial customers are correctly classified

Rate Design Recommendations

1. Cost allocation methodology and rate structures were the same for the City and District
2. Retain current customers classes (one Residential class & four Commercial classes)
3. Apply a fixed Monthly Service Charge to all customers
 - ✓ Residential pays per dwelling unit
 - ✓ Commercial pays based on previous winter water usage
4. Measure winter water usage based on monthly average for January, February and March (City previously only used one month)
5. Recalculate strength multiplier for commercial customers

Sewer Customer Account Data and Estimated Wastewater Flows and Loadings

Attachment 3

Customer Class	No. of Accts. (1)	No. of * ESSFUs (1)	No. of * ESSSUs (1)	Annual Indoor Water Usage (2) hcf	Estimated Annual Wastewater Flow MG	BOD Strength (3) mg/l	Annual BOD Loading lbs	SS Strength (3) mg/l	Annual SS Loading lbs
Residential									
Single Family	2,724	2,724	2,724	184,342	137.89	175	201,248	175	201,248
Multi-Family	247	1,455	1,455	83,060	62.13	175	90,677	175	90,677
Mobile Homes	7	248	248	17,452	13.05	175	19,052	175	19,052
Commercial									
Low Strength	545	1,464	1,464	99,345	74.31	175	108,455	175	108,455
Moderate Strength	14	104	108	7,122	5.33	200	8,886	200	8,886
Medium Strength	9	51	79	3,464	2.59	500	10,805	500	10,805
High Strength	36	217	412	14,800	11.07	800	73,862	600	55,396
City Totals:	3,582	6,263	6,490	409,585	306.37		512,985		494,520

* **ESSFUs** = equivalent sewer service **flow** units, equal to the sewage flows from a typical residential dwelling unit

* **ESSSUs** = equivalent sewer service **strength** units, similar to an ESSSU but also considering sewer strength

Footnotes:

(1) From the utility billing system for FY 19-20.

(2) Water usage data from average winter usage from 2019 (January through March)

(3) Based on existing ordinance assumptions and SWRCB guidelines.

Determination of Rates

Customer Class	ESSFUs	Annual Indoor Water Use hcf	BOD Strength mg/l	SS Strength mg/l	Monthly Fixed Charges \$/dwelling unit	Usage Rates (1) \$/hcf	Total Fixed Charge Revenue	Total Usage Charge Revenue	Total Annual Rate Revenue
Residential									
Single Family	2,724	184,342	175	175	\$49.35	\$3.57	\$1,613,288	\$658,137	\$2,271,425
Multi-Family	1,455	83,060	175	175	\$49.35	\$3.57	\$861,723	\$296,540	\$1,158,263
Mobile Homes	248	17,452	175	175	\$49.35	\$3.57	\$146,878	\$62,307	\$209,185
Commercial									
Low Strength	1,464	99,345	175	175	\$49.35	\$3.57	\$866,984	\$354,680	\$1,221,663
Moderate Strength	104	7,122	200	200	\$49.35	\$3.89	\$61,536	\$27,726	\$89,262
Medium Strength	51	3,464	500	500	\$49.35	\$7.77	\$30,091	\$26,902	\$56,993
High Strength	217	14,800	800	600	\$49.35	\$10.32	\$128,737	\$152,804	\$281,541
Totals:	6,263	409,585					\$3,709,237	\$1,579,095	\$5,288,332

Footnotes:

(1) The usage rate applies to 2019 winter water usage (the average of January through March).

Year 1 Rate Comparison

Attachment 3

City	Current	Proposed	Change	
			\$	%
<u>Fixed Charge*:</u>	\$62.44	\$49.35	-\$13.09	-21%
<u>Usage Rate:</u>				
Residential:	\$2.45	\$3.57	\$1.12	46%
Commercial 1:	\$9.80	\$3.57	-\$6.23	-64%
Commercial 2:	\$10.47	\$3.89	-\$6.58	-63%
Commercial 3:	\$18.52	\$7.77	-\$10.75	-58%
Commercial 4:	\$23.85	\$10.32	-\$13.53	-57%

* Service Charge is per dwelling unit for residential and per ESSSU for commercial accounts (with a minimum charge of 1 ESSSU).

Example Bill Impacts

<u>Customer</u>	<u>Current</u>	<u>Proposed</u>	<u>Change</u>	
Single Family w/ 3 HCF (low):	\$61.46	\$60.06	-\$1.40	-2.3%
Single Family w/ 6 HCF (average):	\$68.81	\$70.78	\$1.97	2.9%
Single Family w/ 12 HCF (high):	\$83.51	\$92.20	\$8.69	10.4%
Commercial 1 w/ 15 HCF (average):	\$146.96	\$183.85	\$36.90	25.1%
Commercial 2 w/ 42 HCF (average):	\$439.74	\$528.34	\$88.60	20.1%
Commercial 3 w/ 32 HCF (average):	\$592.64	\$526.49	-\$66.15	-11.2%
Commercial 4 w/ 34 HCF (average):	\$810.90	\$646.38	-\$164.52	-20.3%

1. Public comment
2. Council deliberation
3. Tally protest ballots
4. Vote on proposed rates (unless the protest threshold is met)
5. Implement new sewer rates on July 1, 2020

RESOLUTION NO. 2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING SEWER WASTEWATER SERVICE RATE ADJUSTMENTS FOR FIVE YEAR PERIOD FY 2020 - 2025****WHEREAS,**

1. The City of Ukiah operates and maintains a wastewater collection and treatment system; and
2. The report entitled "City of Ukiah Wastewater Rate Study," was presented to the City Council on March 11, 2020, and presents a comprehensive analysis of the sewer utility's rate structure and proposed rate increases; and
3. The City Council considered the proposed increases at a regular meeting on April 22, 2020, and authorized staff to provide notice and schedule a public hearing on the proposed rate increase in accordance with the procedures contained in Article XIID, Section 6 of the California Constitution and Ukiah City Code Sections 3950-3957; and
4. Written notice of the amount of the fee or charge proposed to be imposed, the basis upon which the amount of the proposed fee or charge was calculated, the reason for the fee or charge, and the date, time, and location of a public hearing on the proposed fee or charge was mailed to the record owner of each parcel in the City of Ukiah and all customers of the City's wastewater system not less than 45 days in advance of the hearing on the proposed changes; and
5. On June 17, 2020, the City Council conducted a public hearing concerning the proposed rates, and heard and considered public comment on the proposed rates; and
6. The City Council did not receive at or prior to the hearing on June 17, 2020, written protests from a majority of the owners of the parcels receiving wastewater services in the City of Ukiah; and
7. The City Council has determined that the proposed rates comply with the requirements in Article XIII.D of the California Constitution.

NOW, THEREFORE, BE IT RESOLVED that:

1. This Resolution supersedes and replaces any prior resolutions establishing sewer rates in the City of Ukiah. The City Council has determined that the changes are required to cover the costs of providing sewer service and to fairly apportion those costs based on cost of serving the customer.
2. Rates. Each premises or user connected to the public sewage system shall be classified under one of the following user categories and shall be subject to the rates specified for such category. Premises or users which are susceptible to classification under two (2) or more of such user categories shall be specially classified by city and shall be subject to rates established by city which shall allow for a reasonable usage allocation.
3. Residential Users. "Residential users" are defined as a residential dwelling unit, consisting of each single family dwelling, regardless of size, each occupiable living unit in a duplex, triplex, four-plex or apartment building or complex and each occupied space in a mobile home

park. This user category shall pay a monthly Service Charge per dwelling unit (1 sewer service unit for each dwelling unit at the rate established by this resolution).

4. Commercial Users. "Commercial users" are defined as all non-residential accounts including public utilities and public agency facilities. This user category shall pay a monthly Service Charge per Equivalent Sewer Service Flow Unit (ESSFU), which is based on the average water use of residential dwelling units. The ESSFU value for each Commercial user shall be calculated based on that account's average monthly water usage during the prior months of January through March divided by the ESSFU value. As an example, if the ESSFU is determined to be 8.0 Hundred Cubic Feet ("HCF") and a Commercial account has an average winter water usage of 20 HCF, that Commercial account would be assigned a value of 2.5 ESSFUs. If a sewer connection receives its water from other than a metered domestic water system, such as the systems operated by the City, Millview water district, or Willow water district, the water use must be metered, unless another method of determining water or sewage usage is approved by the City Engineer.

The following provides guidance for the classification of commercial accounts.

Classification	Description	Business Type
Commercial 1	Low Strength	Professional offices, retail, hospital/ convalescent schools/college, car wash, laundromat
Commercial 2	Moderate Strength	Hotel without dining, service station, auto repair shop
Commercial 3	Medium Strength	Hotel with dining, market with food service, coffee / tea shop
Commercial 4	High Strength	Restaurants, mortuary, bakery, high-strength industrial

5. Rates for the period October 1, 2020 to September 30, 2025 are set forth in the attached Exhibit A which is incorporated herein.
6. Sections 1-5, above, shall become effective on October 1, 2020.
7. The rates set forth in Exhibit A shall become effective on October 1, 2020.

PASSED AND ADOPTED this 17th day of June 2020, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Douglas Crane, Mayor

Kristine Lawler, City Clerk

ORDINANCE NO.**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING DIVISION 4, CHAPTER 2, ARTICLE 8 OF THE UKIAH CITY CODE, ENTITLED: SEWER CHARGES**

The City Council of the City of Ukiah hereby ordains as follows:

SECTION ONE.

Article 8, Chapter 2, of Division 4 of the Ukiah City Code is hereby amended to read as follows:

§3707.1 RATES

Rates for all premises connected to public sewers within or under the jurisdiction and control of the City shall be set forth in resolutions adopted from time to time by the Ukiah City Council. Such resolutions may prescribe user classifications, including the monthly sewer charge and consumption rate assigned to each class of user. These rates, although stated on a monthly basis, may be billed monthly, bimonthly, or quarterly as determined from time to time by the City Council.

The customer who applied for and assumed the obligation to pay for water service to the property is the person liable for sewer charges to the property served by that water service. In the case of multiple units served by a master water meter, one person or entity, such as the property owner, shall pay for and assume liability for sewer service to that property. Notwithstanding any other provision of this code, the customer may bill its tenants for their proportional share of the City's charges for that service in accordance with chapter 6, article 2 of this division, commencing with section 3960. This requirement shall not prevent tenants in a multi-unit residential property from exercising their rights under Public Utilities Code section 10009.1, including their option to become utility customers in accordance with the requirements of that section, to whom the service will then be billed, without being required to pay the amount due on the delinquent account.

Each premises or user connected to the public sewage system shall be classified under one of the user categories set forth by resolution and shall be subject to the rates specified for such category. Premises or users which are susceptible to classification under two (2) or more of such user categories shall be specially classified by City and shall be subject to rates established by City which shall allow for a reasonable usage allocation.

§§ 3707.2 – 3707.5 and 3707.7 are hereby repealed.

§3707.6 is hereby renumbered as §3707.2.

§3707.10 is hereby renumbered 3707.3

§3707.11 is hereby renumbered 3707.4 and amended to read as follows:

§3707.4 COLLECTION WITH OTHER UTILITY CHARGES

A. With Utility Charges: Where the person charged is a user of another utility owned and operated by the City, including, but not limited to, the electric utility and water utility or of another utility service furnished by a publicly or privately owned public utility which has agreed to collect on behalf of the City, the charges may be collected together with and not separately from the charges for the other utility service rendered by it. They may be billed upon the same bill and collected as one item.

B. Discontinuance of Service Upon Delinquency: Upon delinquency, the other utility or utility services include on the bill shall be discontinued until full payment of the delinquent charges and penalties thereon and the charges for restoration of service.

C. Time: Said discontinuance shall continue until such time as all delinquent charges are paid in full; resumption of service to occur as otherwise provided by ordinances and regulations of the City.

D. Advance Payment Without Discount: Any payment made in advance of due date or delinquency date shall be without discount.

E. Unpaid Charges A Lien Where Premises Not Connected To City Water and/or Electric Utility: Where premises are not connected to the City water or electric system, it is hereby declared that when a statement of delinquent charges and all penalties and other charges which have accrued thereon has been recorded, the same shall constitute a lien upon the real property receiving or to receive the services, excepting publicly owned property.

F. Duration of Lien: Such lien shall continue until the charges and all penalties thereon have been fully paid or the property subject thereto has been sold to satisfy the lien.

G. Continuance of Penalties: Penalties shall continue to accrue during the period of nonpayment.

H. Contents of Statement: The statement shall contain a description of the property served or to be served, the period of the service or proposed service, the amount of the charges, and a reference to this Chapter by number and date of adoption.

I. Execution, Acknowledgement and Filing: The statement shall be executed by the person having charge of the billing and collection of such charges or his deputy. His signature shall be acknowledged. It shall be filed with the County Recorder of the County in which the City is located, at least once each year.

J. Effect and Enforcement Of Lien: Such lien shall have the force, effect, priority and duration of an abstract of a judgment against the owner of real property and may be enforced in like manner.

K. Frequency of Declaration: A list of all such delinquent charges as to property not connected to the City water or electric system, shall be recorded at least every six (6) months.

L. Law Applicable: The provisions of the Revenue Bond Law of 1941 as to the filing and enforcement of liens shall apply.

§3712 is renumbered 3705.

SECTION TWO.

1. Severability: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Ukiah hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

2. Publication: Within fifteen (15) days after its adoption, this Ordinance shall be published once in a newspaper of general circulation in the City of Ukiah. In lieu of publishing the full text of the Ordinance, the City may publish a summary of the Ordinance once 5 days prior to its adoption and again within fifteen (15) days after its adoption.

3. Effective Date: The ordinance shall become effective October 1, 2020.

Introduced by title only on June 17, 2020, by the following roll call vote:

AYES: Councilmembers Mulheren, Brown, Scalmanini, Orozco, and Mayor Crane
NOES: None
ABSENT: None
ABSTAIN: None

Adopted on July 1, 2020 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Public Hearing on Financing Documentation for Facilities Acquisition, Enhancement, and Repair of Recently Acquired Property at 501 South State Street and Other Facilities (Recommended to be continued to a date certain of August 5, 2020).

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Dan Buffalo, Director of Finance

ATTACHMENTS:

None

Summary: The City Council has expressed its intention to issue municipal tax-exempt bonds to reimburse the City for the cost to purchase the 501 South State Street. Furthermore, there is also the need to consider other renovations and deferred maintenance at other city facilities.

Background: The acquisition of the 501 South State took place on June 1, 2020, and it is now necessary and appropriate for the City to follow through with the financing the acquisition costs. Further, staff anticipates financing needs for renovation and deferred maintenance of other city facilities.

Discussion: This item is recommended to be continued to the August 5, 2020 City Council meeting in order to allow time for the Budget Ad hoc to meet and review the scope, financing plan, and related documents.

Recommended Action: Continue the agenda item to a time/date certain on August 5, 2020, at 6:15 PM to conduct a public hearing on financing documentation for facility acquisition and improvements.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Manager's Office

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approval of Agreement to Continue Registered Municipal Financial Advisory, Continuing Disclosure, Debt Issuance, and General Financial Consultancy Services with NHA Advisors.

DEPARTMENT: Finance **PREPARED BY:** Dan Buffalo, Finance Director

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

1. NHA Advisors, Ukiah 2020 Scope of Work and Fee Schedule

Summary: Council to consider authorizing and approving the City Manager or designee to negotiate final terms for and execute an agreement to continue financial advisory services provided by NHA Advisors.

Background: Under several proprietary agreements, the City of Ukiah for several years has relied on the services provided by NHA Advisors as its registered municipal financial advisor. The firm has been a trusted financial consultant, assisting the City's finance team on multiple debt issues and financing strategies, including the most recent 2020 wastewater refunding bond issue and the 2019 redevelopment bond refunding issue. The firm currently is assisting the City with a community facilities acquisition and improvement financing strategy and has been integral in providing guidance on potential strategies in managing its unfunded actuarial liability (UAL) with CalPERS, a presentation for which the Finance Department is preparing for Council in August.

Discussion: Management has determined it is more efficient and effective to continue services offered by NHA Advisors under a single comprehensive agreement. Such services are outlined in specificity in Attachment 1 and will include: 1. registered municipal advisory services; 2. continuing disclosure services on applicable outstanding debt; 3. special project financing strategies; 4. general financial advisory services; and 5. potential future debt issuances.

Services rendered for all but the no. 5 will be based on time and materials per NHA's hourly fee schedule, not to exceed \$33,750 per year (see Attachment 1). In the event the City engages in a debt issuance, service fees for no. 5 will be contingent on a successful closing of the transaction and subject to the fee schedule (Attachment 1), which is based on the type and size of the transaction. Such contingent fees are typically included in the financing, paid through the proceeds.

Recommended Action: Approve and authorize the City Manager or designee to negotiate final terms with NHA Advisors and execute an agreement for continued financial advisory services.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 20013400.52100: \$64,000

PROPOSED BUDGET AMOUNT: 20013400.52100: \$97,750

FINANCING SOURCE: Indirect cost allocation

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

EXHIBIT A**SCOPE OF SERVICES****TASK 1: GENERAL FINANCIAL CONSULTING SERVICES**

The scope of work will generally include, but will not be limited to, the following services:

◆ **General Financial Assistance**

- Work with City staff to review and provide advice on operational budgets
- Develop financial models for funding capital needs
- Assist in appropriate disclosure for annual financial reporting
- Assist in appropriate continuing disclosure for outstanding obligations requiring annual filing
- Review and respond to general questions related to public finance
- Assist staff with reports or information items related to financing strategies or opportunities
- Respond to general inquiries from staff

◆ **Development Finance**

- Review proposed development plans for public infrastructure requirement or other possible financeable components
- Develop initial funding model and tax impact of potential bond financing
- Work with City staff and property owner to understand financial impact of project scoping on future property tax collections
- Develop non-capital (services) funding vehicle if requested by the City
- Work with City staff, consultants and property owner to develop funding agreement

◆ **Utility Financing**

- Review the City's existing bond obligations
- Develop financial model addressing coverage requirements and future parity capacity
- Calculate feasibility of refinancing any outstanding obligations
- Develop financing options

◆ **General Fund Financing**

- Review the City's existing general fund obligations

- Calculate feasibility of refinancing any outstanding obligations
- Develop financing options
- Budget and cash flow review and analysis
- ◆ **Presentation to City Council, Staff or Other Stakeholders (as requested)**
 - Develop presentation materials or memos detailing financing information
 - Present information in any format as determined by City staff

TASK 2: SHORT-TERM CASH FLOW FINANCING

NHA Advisors will work with the City and other parties to develop funding strategies and options for financing short-term cash flow deficits for its General Fund (the “Project”) as well as other general advice as needed by the City staff related to the Project.

NHA Advisors will serve as the municipal advisor of record for the City. The scope of work will generally include, but may not be limited to, the following services:

- ◆ **Project Management**
 - Manage financing process, including assembly of the financing team and assignment of tasks for all parties involved in the financing.
 - Provide information and advice on the timing of the financing process and develop timeline (schedule) of tasks.
 - Upon request, work with City staff to solicit and select a registered broker-dealer (underwriter or placement agent), bond/disclosure counsel, trustee service provider, or other consultants that may be required as part of financing process. Provide recommendation(s) and negotiate preferred terms and pricing for said consultant(s).
- ◆ **Quantitative Analysis and Financial Structuring**
 - Work with City staff to prepare historical, estimated/actual, and projected cash flows for the General Fund.
 - Work with City staff to determine alternate sources of liquidity.
 - Prepare, review, analyze, and provide structuring advice for the proposed financing and or refinancing.
 - Evaluate the method of sale (private placement or public offering), bond structure, legal approach, and financial advantages for each alternative, including the financing terms and call provisions.
 - Analyze credit enhancement options (bond insurance and reserve surety bond policies).

- Meetings or conference calls with credit enhancement or insurance companies to discuss the transaction, as appropriate.

◆ **Project Implementation**

- Provide advice on the financing structure for incorporation into financing documents.
- Coordinate the efforts of bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the City Council.
- Review financing documents to ensure accuracy with the financing plan.
- Upon request, NHA Advisors will make presentations or attend meetings with the City Council or stakeholders to answer questions about the financing and process.
- Work with selected financing partner or funding source to determine optimal bond structure, including serial/term bonds, premium/discount bonds, and redemption provisions.
- If a public offering method of sale is utilized:
 - Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.
 - Work with disclosure counsel to assemble the official statement (investor disclosure document) for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry.
 - If completed as a negotiated sale, assist the City in the negotiation of underwriting spreads and interest rates for the proposed financing. Monitor the underwriter's sales effort to ensure the lowest financing costs are achieved.
 - Assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.
 - If completed as a competitive sale, engage a nationally recognized firm to market the bonds and establish a bidding platform.
 - Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.
- If a private placement method of sale is utilized:
 - Prepare a credit package for potential investor banks.
 - If a placement agent has been engaged, work with placement agent to solicit bids from various banks that invest in municipal debt.
 - Upon request from City staff, if no placement agent has been engaged for a privately placed loan (non-municipal security), NHA Advisors will solicit bids from potential investors.
 - Manage bond or loan pricing and final financing structure (debt service and bond terms).

- Coordinate the delivery, final approval of legal documents, and the preparation of closing certificates.
- Work with bond counsel to finalize documents for execution by the City.
- Prepare or coordinate preparation of a closing memorandum outlining a detailed flow of funds at the time of closing.

TASK 3: BOND, LOAN OR OTHER DEBT FINANCING

The scope of work will generally include, but may not be limited to, the following services:

◆ Project Management

- Manage financing process, including assembly of the financing team and assignment of tasks for all parties involved in the financing.
- Provide information and advice on the timing of the financing process and develop timeline (schedule) of tasks.
- Upon request, work with City staff to solicit and select a registered broker-dealer (underwriter or placement agent), bond/disclosure counsel, trustee service provider, or other consultants that may be required as part of financing process. Provide recommendation(s) and negotiate preferred terms and pricing for said consultant(s).

◆ Quantitative Analysis and Financial Structuring

- Prepare, review, analyze, and provide structuring advice for the proposed financing and or refinancing.
- Evaluate the method of sale (private placement or public offering), bond structure, legal approach, and financial advantages for each alternative, including the financing terms and call provisions.
- Analyze credit enhancement options (bond insurance and reserve surety bond policies).
- Meetings or conference calls with credit enhancement or insurance companies to discuss the transaction, as appropriate.

◆ Project Implementation

- Provide advice on the financing structure for incorporation into financing documents.
- Coordinate the efforts of bond counsel, disclosure counsel, and/or any other legal counsel to prepare the financing documents for approval by the City Council.
- Review financing documents to ensure accuracy with the financing plan.
- Upon request, NHA Advisors will make presentations or attend meetings with the City Council or stakeholders to answer questions about the financing and process.

- Work with selected financing partner or funding source to determine optimal bond structure, including serial/term bonds, premium/discount bonds, and redemption provisions.
- If a public offering method of sale is utilized:
 - Coordinate preparation of a comprehensive credit presentation to the rating services and bond insurance companies, if applicable.
 - Work with disclosure counsel to assemble the official statement (investor disclosure document) for the financing in a manner consistent with existing laws, regulations, and standards of the securities industry.
 - If completed as a negotiated sale, assist the City in the negotiation of underwriting spreads and interest rates for the proposed financing. Monitor the underwriter's sales effort to ensure the lowest financing costs are achieved.
 - Assist with the solicitation of an investment advisor to coordinate investment of bond proceeds and/or accounts, as necessary.
 - If completed as a competitive sale, engage a nationally recognized firm to market the bonds and establish a bidding platform.
 - Coordinate the delivery, printing and final approval of legal documents, and the preparation of closing certificates and final official statement.
- If a private placement method of sale is utilized:
 - Prepare a credit package for potential investor banks.
 - If a placement agent has been engaged, work with placement agent to solicit bids from various banks that invest in municipal debt.
 - Upon request from City staff, if no placement agent has been engaged for a privately placed loan (non-municipal security), NHA Advisors will solicit bids from potential investors.
 - Manage bond or loan pricing and final financing structure (debt service and bond terms).
 - Coordinate the delivery, final approval of legal documents, and the preparation of closing certificates.
- Work with bond counsel to finalize documents for execution by the City.
- Prepare or coordinate preparation of a closing memorandum outlining a detailed flow of funds at the time of closing.

TASK 4: CONTINUING DISCLOSURE AND CDIAC REPORTING COMPLIANCE SERVICES

The City and its related entities (the "City") are required to file periodic disclosure reporting with the Municipal Securities Rulemaking Board ("MSRB"), California Debt and Investment Advisory Commission ("CDIAC"), and in

some cases, with the underwriter, bond insurer, trustee, or other parties for the City's debt obligations. The City desires to appoint NHA Advisors, LLC ("NHA Advisors") to assist with the compliance of these obligations.

A. MSRB Continuing Disclosure Compliance (Rule 15c2-12):

The City has publicly offered bond transactions requiring annual continuing disclosure reports ("Annual Reports") to be filed on the Electronic Municipal Market Access ("EMMA") system. Each obligation has distinct disclosure requirements. The primary reporting requirements generally include the filing of:

- Audited financial statements
- Other financial information and operating data
- Other material information
- Notices of Significant Events

NHA Advisors will provide the following services:

- Prepare Annual Reports
- Supervise and direct the City on issues related to its disclosure obligations
- Notify the City of pending due dates
- Assist in the tracking of rating changes and other Significant Events
- Prepare Significant Events notices, as necessary
- Post Annual Reports, notices, and other required documentation to EMMA
- File a report with the City certifying that each Annual Report has been provided pursuant to this Continuing Disclosure Certificate
- Review continuing disclosure requirements in preliminary official statements and draft bond documents
- Provide ongoing support to City staff as questions arise regarding its continuing disclosure obligations

NHA Advisors will make its best efforts to monitor rating changes for both the issuer and bond insurer, if applicable, for each outstanding obligation as well as the other Significant Events listed below. To best meet this objective, open lines of communication between the City and NHA Advisors are vital.

The City must notify NHA Advisors immediately upon the occurrence of a Significant Event. Significant Events generally include:

- Principal and interest payment delinquencies
- Non-payment related defaults
- Unscheduled draws on debt service reserves reflecting financial difficulties

- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions or events affecting the tax-exempt status of the security
- Modifications to rights of security holders
- Contingent or unscheduled bond calls
- Defeasances
- Release, substitution, or sale of property securing repayment of the securities
- Rating changes
- The incurrence of a financial obligation affecting security holders

B. CDIAC Annual Debt Transparency Reporting (SB 1029):

Effective January 1, 2017, state and local issuers are required to submit an annual debt transparency report for any issue of debt for which they have submitted a Report of Final Sale to CDIAC during the reporting period. The annual debt transparency report is due to CDIAC no later than January 31st of each year (beginning January 31, 2018) for any debt outstanding at any point during the prior fiscal year. At a minimum, the annual debt transparency report will require issuers to include:

- Debt authorized during the reporting period, which shall include:
 - Debt authorized at the beginning of the reporting period
 - Debt authorized and issued during the reporting period
 - Debt authorized but not issued at the end of the reporting period
 - Debt authority that has lapsed during the reporting period
- Debt outstanding during the reporting period, which shall include the following:
 - Principal balance at the beginning of the reporting period
 - Principal paid during the reporting period
 - Principal outstanding at the end of the reporting period
- The use of proceeds of issued debt during the reporting period, which shall include the following:
 - Debt proceeds available at the beginning of the reporting period
 - Proceeds spent during the reporting and the purposes for which it was spent
 - Debt proceeds remaining at the end of the reporting period

CDIAC has developed an online form, which is expected to evolve over time. NHA Advisors will work with the City to complete and file these reports with CDIAC prior to January 31st each year.

C. CDIAC Yearly Fiscal Status Reporting (“YFSR”):

(i) Marks-Roos

Any joint powers authority (“Authority”) selling bonds on or after January 1, 1996 that uses the proceeds to acquire one or more local obligations is required to report annually on the fiscal status of the Authority bonds and the local obligations acquired. Reports must be submitted to CDIAC no later than October 30th each year.

(ii) Mello-Roos

Issuers of community facilities district (“CFD”) bonds after January 1, 1993 are required to report annually on certain information about the bonds. All issuers, regardless of when bonds are sold, are required to report any draw on reserve or default that occurs throughout the calendar year. Reports must be submitted to CDIAC no later than October 30th each year.

NHA Advisors will work with the City to ensure that all reports are completed and filed with CDIAC prior to October 30th each year.

D. Private Placement Debt and Other Loan Reporting:

2019 Tax Allocation Refunding Bonds

The Series 2019A Tax Allocation Refunding Bonds and Series 2019B Taxable Tax Allocation Refunding Bonds were purchased by BBVA USA. The City has covenanted to provide BBVA USA with the following information by March 31st of each years:

- A copy of the City’s comprehensive annual financial report (“CAFR”) or audited financial statements; provided that if the CAFR or audited financial statements are not available the Successor Agency will provide unaudited financial statements within the time set forth above, and will provide audited financial statements when they are available.
- The following information with respect to the Bonds and the Successor Agency:
 - (i) Principal amount of each series of Bonds (including principal amount and years of maturity of each such series of Bonds, if any, called for redemption in advance of maturity), and any Parity Bonds issued to refund the same.
 - (ii) Balance in the funds and accounts established under this Indenture.
- The following information with respect to the Project Area, which information may be provided by its inclusion in the audited financial statements of the City for such fiscal year described in subsection (1) above:
 - (i) The Recognized Obligation Payment Schedule for the Fiscal Year ended immediately prior to the date of the annual report (which requirement is satisfied if the Recognized Obligation Payment Schedule is posted on the website maintained by the California Department of Finance).

- (ii) The outstanding principal amount of any Parity Bonds and any Subordinate Debt.
 - (iii) The assessed value of property in the Project Area for the then-current Fiscal Year.
 - (iv) The top ten taxpayers in the Project Area for the then-current Fiscal Year, along with the assessed value of the property owned by each such taxpayer in the Project Area.
 - (v) The historical Tax Revenues generated by the property within the Project Area for the most recently completed Fiscal Year.
 - (vi) The estimated debt service coverage with respect to the sum of (A) Outstanding Bonds and (B) Parity Bonds based on the then-current assessed values and estimated Tax Revenues to be generated in the Project Area.
 - (vii) The estimated debt service coverage with respect to the sum of (A) Outstanding Bonds, (B) Parity Bonds and (C) Subordinate Debt, based on the then-current assessed values and estimated Tax Revenues to be generated in the Project Area.
 - (viii) The amounts distributed by the County Auditor-Controller to affected taxing entities under Tax Sharing Statutes and Tax Sharing Agreements pursuant to Health and Safety Code Section 34183(a)(1) during the most recently-completed Fiscal Year.
 - (ix) The total amount deposited by the County Auditor-Controller into the Successor Agency's Redevelopment Property Tax Trust Fund during the most recently completed Fiscal Year.
 - (x) A listing of the amount of each distribution from the County Auditor- Controller of property tax revenues from the Redevelopment Project Tax Trust Fund received by the Successor Agency for its enforceable obligations for the most recent Fiscal Year.
 - (xi) A statement as to whether or not the Teeter Plan remains in effect in the County as of the date of the annual report.
- The Successor Agency shall provide written notice of any of the following events to the Owner within ten (10) days of the occurrence of such event:
 - (i) Any default on any obligation of the Successor Agency.
 - (ii) Any litigation or governmental proceedings affecting the Successor Agency the resolution of which would have a material effect on the Successor Agency's ability to timely pay debt service on the Bonds.
 - (iii) Any material adverse change in the financial condition, governance, management, or administration of the Successor Agency.

2020 Wastewater Revenue Refunding Obligations

The Series 2020 Wastewater Revenue Refunding Obligations were purchased by BBVA Mortgage Corporation.

Within 240 days after the close of each Fiscal Year, the City will furnish BBVA with:

- Audited financial statements for the most recently ended Fiscal Year.

- A statement as to whether or not the Net Revenues for such Fiscal Year were equal to at least 1.20 times the Debt Service for such Fiscal Year.
- A Certificate certifying that the City has met the 1.20x rate coverage covenant for the prior Fiscal Year.

Within 30 days of the end of each Fiscal Year (or within 30 days of any update), the City will furnish BBVA with:

- The City's adopted budget.

Future Obligations

If the City issues privately placed debt or other loans that require reporting to the purchaser or other parties, NHA Advisors will assist the City with the disclosure obligations as outlined in the governing document (continuing disclosure agreement, indenture, term sheet, etc.).

EXHIBIT B**COMPENSATION SCHEDULE****TASK 1: GENERAL FINANCIAL CONSULTING SERVICES**

For work described in the Scope of Services as Task 1, NHA Advisors will be compensated based upon the hourly rate schedule provided in the table to the right. NHA Advisors will invoice the City on a monthly basis for time and approved expenses incurred during the course of the Project. The not-to-exceed annual budget for Task 1 will be \$25,000.

Staff Allocation	Hourly Rate
Principal	\$325
Director	\$300
Vice President	\$275
Senior Associate	\$250
Associate	\$225
Senior Analyst	\$200
Analyst	\$175
Administrative	\$ 75

TASK 2 AND TASK 3: SHORT-TERM CASH FLOW FINANCING AND BOND, LOAN OR OTHER DEBT FINANCING

For work described in the Scope of Services as Task 2 and Task 3, compensation will be contingent on completion of the financing and is expected to be paid from proceeds of the transaction at the time of closing. The fee for these services is based on a number of factors, including the method of sale, financing structure, complexity, series of bonds, funding source, and the time expected to be required to manage the financing process.

Base Municipal Advisory Services – The transaction is expected to utilize one of three methods of sale: (1) private placement with a private party or bank (requiring no public offering disclosure document), (2) negotiated public offering with a pre-selected underwriter, or (3) competitive public offering engaging an underwriter through a competitive sale. Based on the method of sale, NHA Advisors will receive a fee for services as follows.

Method of Sale	Short-Term Cash Flow Financing Fee	Bond, Loan or Other Financing Fee
Private Placement	\$20,000-\$25,000	\$42,500-\$55,000
Public Offering – Negotiated Sale	\$22,500-\$27,500	\$47,500-\$72,500
Public Offering – Competitive Sale	\$25,000-\$30,000	\$52,500-\$77,500

Credit Rating Process (as Needed) – For services related to a credit rating process, NHA Advisors will receive a fee for services as follows.

Credit Rating Process	Fee
Short-Term Cash Flow Financing	\$5,000
Bond, Loan or Other Financing	\$10,000

Request for Proposals (Upon Request) – If the City has not engaged consultants to provide certain services required as part of financing process, at the City’s direction, NHA Advisors will undertake the solicitation of one or more of these parties for the fees outlined in the following rate table.

Request for Proposal Process	Fee
Broker-Dealer (Underwriter/Placement Agent)	\$4,000
Bond/Disclosure Counsel	\$2,000
Special Tax Consultant	\$1,500
Fiscal Consultant	\$1,500
Trustee	\$1,000

Bank/Investor Bid Process (Upon Request) – NHA Advisors will solicit bids for a privately placed loan (non-municipal security) where a placement agent has not been engaged, NHA Advisors will receive an additional fee of \$5,000.

Expenses (Out-of-Pocket)

All expenses will be billed directly at cost to the City. Expenses will be limited to those necessary for completion of the project.

TASK 4: CONTINUING DISCLOSURE AND CDIA COMPLIANCE SERVICES

For the services outlined in Task 4, NHA Advisors will be compensated as follows.

A. MSRB Continuing Disclosure Compliance (Rule 15c2-12):

For services described in Subtask A of the Scope of Services, NHA Advisors shall be paid a fixed annual fee payable upon successful submission of the Annual Reports. The following table provides a snapshot of the initial fees associated with the City’s current obligations:

Existing MSRB Continuing Disclosure Reporting	Paid By	Annual Fee ⁽¹⁾⁽²⁾
Water Revenue Refunding Bonds, Series 2016	Water Enterprise	\$2,250
Total Annual Fee		\$2,250

- 1) Excludes the cost of data from third-party sources, if required. Data costs will be passed on to the City with no additional markup.
- 2) In the event that the City’s audited financial statements are not available prior to the reporting due date and NHA Advisors is required to file both unaudited and audited reports, NHA Advisors has the option to assess a \$500 refiling fee for each obligation that requires a second filing.

As additional debt is issued, new continuing disclosure obligations will be billed at the flat fees shown below, on a case-by-case basis, based on the amount of work required for each obligation:

Future MSRB Continuing Disclosure Reporting	Annual Fee
General Obligation Bonds	\$1,000-\$2,250
Certificates of Participation/Lease	\$1,250-\$2,500
Utility Revenue Bonds (Water, Sewer, etc.)	\$1,500-\$2,750
Land Secured Bonds	\$1,500-\$3,000
Tax Allocation Bonds	\$1,500-\$3,500
Other	\$1,000-\$3,500

B. CDIAC Annual Debt Transparency Reporting (SB 1029):

For services described in Subtask B of the Scope of Services, NHA Advisors shall be paid a fixed **annual fee of \$500 per report**, payable upon successful submission of the reports. It is estimated that the City will have no fewer than four (4) obligations that require CDIAC Annual Debt Transparency Reporting in January 2021.

CDIAC Annual Debt Transparency Reporting	Paid By	Annual Fee
2020 Wastewater Revenue Refunding Bonds	Wastewater Enterprise	\$500
2019A Tax Allocation Refunding Bonds	Successor Agency	\$500
2019B Taxable Tax Allocation Refunding Bonds	Successor Agency	\$500
2017 Financing Lease (IBank)	General Fund	\$500
Total Annual Fee		\$2,000

C. CDIAC Yearly Fiscal Status Reporting:

(i) Marks-Roos

For services described in Subtask C(i) of the Scope of Services, NHA Advisors shall be paid a fixed **annual fee of \$400 per report**, payable upon successful submission of the reports. At present, NHA Advisors is not aware of any City obligations outstanding that require Marks-Roos CDIAC Yearly Fiscal Status Reporting.

Marks-Roos CDIAC Yearly Fiscal Status Reporting	Paid By	Annual Fee
None	N/A	\$0
Total Annual Fee		\$ 400

(ii) Mello-Roos

For services described in Subtask C(ii) of the Scope of Services, NHA Advisors shall be paid a fixed **annual fee of \$750 per report**, payable upon successful submission of the reports. At present, NHA

Advisors is not aware of any City obligations outstanding that require Mello-Roos CDIAC Annual Debt Transparency Reporting.

Mello-Roos CDIAC Yearly Fiscal Status Reporting	Paid By	Annual Fee
None	N/A	\$0
Total Annual Fee		\$ 750

D. Private Placement Debt and Other Loan Reporting:

For services described in Subtask D of the Scope of Services, NHA Advisors shall be paid a fixed annual fee payable upon successful submission of the report. The following table provides a snapshot of the initial fee associated with the City's current obligations:

Private Placement Debt and Other Loan Reporting	Paid By	Annual Fee ⁽¹⁾⁽²⁾
2019A Tax Allocation Refunding Bonds	Successor Agency	\$1,250
2019B Taxable Tax Allocation Refunding Bonds	Successor Agency	\$1,250
2020 Wastewater Revenue Refunding Obligations	Wastewater Enterprise	\$2,000
Total Annual Fee		\$4,500

- 1) Excludes the cost of data from third-party sources. Data costs will be passed on to the City with no additional markup.
- 2) In the event that the purchasing bank requests additional information, this fee will increase commensurate with the additional work required to provide such information.

In the event that the City issues additional privately placed debt or other loans that require periodic reporting, the annual fee will be commensurate with the amount of work required and the Future MSRB Continuing Disclosure Reporting fee schedule provided in Subtask A (Future MSRB Continuing Disclosure Reporting).

Grand Total Annual Fee - The initial combined annual fee for the services outlined in Task 4 will be **\$8,750***.

Grand Total – Task 4	Projected On-going Annual Fee
Subtask A: MSRB Continuing Disclosure Compliance	\$2,250
Subtask B: CDIAC Annual Debt Transparency Reporting	\$2,000
Subtask C(i): Marks-Roos CDIAC Yearly Fiscal Status Reporting	\$0
Subtask C(ii): Mello-Roos CDIAC Yearly Fiscal Status Reporting	\$0
Subtask D: Private Placement Debt and Other Loan Reporting	\$4,500
Grand Total Annual Fee – Task 4	\$8,750

** As prior obligations mature or new debt is issued, the Scope of Services and annual budget for services will change in accordance with the fees outlined above.*

Out-of-Pocket Expenses - No reimbursable expense shall be incurred without prior approval from the City. All expenses will be billed directly at cost to the City. Expenses will be limited to third-party contractor work and data purchases required to secure specific information required to complete the respective reports.

EXHIBIT C**MUNICIPAL ADVISOR DISCLOSURES****Fiduciary Duty**

NHA Advisors is registered as a Municipal Advisor with the U. S. Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”). As such, NHA Advisors has a fiduciary duty to the City and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the City with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the City’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the City; and
- d) undertake a reasonable investigation to determine that NHA Advisors is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors must have a reasonable basis for:
 - i. any advice provided to or on behalf of the City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the City, any other party involved in the municipal securities transaction or municipal financial product, or investors in the City securities; and
 - iii. any information provided to the City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

NHA Advisors must deal honestly and with the utmost good faith with the City and act in the City’s best interests without regard to the financial or other interests of NHA Advisors. NHA Advisors will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors will not engage in municipal advisory activities with the City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the City’s best interest.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the commencement date of the Project, there are no actual or potential conflicts of interest other than those noted below that NHA Advisors is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA Advisors becomes aware of any potential conflict of interest that arise after this disclosure, NHA Advisors will disclose the detailed information in writing to the City in a timely manner.
- The fee paid to NHA Advisors increases the cost of investment to the City. The increased cost occurs from compensating NHA Advisors for municipal advisory services provided. This conflict of interest will not impair NHA Advisors’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the issuer.
- NHA Advisors does not act as principal in any of the transaction(s) related to its role/work on the Project.
- During the term of the municipal advisory relationship, any agreement between the City and NHA Advisors will be promptly amended to reflect any material changes or additions.
- NHA Advisors does not have any affiliate that provides any advice, service, or product to or on behalf of the City that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors;

- NHA Advisors has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business;
- NHA Advisors has not received any payments from third parties to enlist NHA Advisors' recommendation to the City of its services, any municipal securities transaction or any municipal finance product;
- NHA Advisors has not engaged in any fee-splitting arrangements involving NHA Advisors and any provider of investments or services to the City;
- NHA Advisors has a conflict of interest from compensation for municipal advisory activities to be performed, that are contingent on the size or closing of any transactions as to which NHA Advisors is providing advice;
- NHA Advisors serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another NHA Advisors client. For example, NHA Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NHA Advisors could potentially face a conflict of interest arising from these competing client interests. NHA Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the City; and
- NHA Advisors does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Pursuant to MSRB G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- NHA Advisors is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, the City may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Legal Events and Disciplinary History

NHA Advisors does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access NHA Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If NHA Advisors makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the City and is within the scope of the engagement, NHA Advisors will determine, based on the information obtained through reasonable diligence of NHA Advisors whether a municipal securities transaction or municipal financial product is suitable for the City. In addition, NHA Advisors will inform the City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which NHA Advisors reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the City; and
- whether NHA Advisors has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City objectives.

If the City elects a course of action that is independent of or contrary to the advice provided by NHA Advisors, NHA Advisors is not required on that basis to disengage from the City.

Record Retention

Effective July 1, 2014, pursuant to the SEC record retention regulations, NHA Advisors is required to maintain in writing, all communication and created documents between NHA Advisors and the City for five (5) years.



AGENDA SUMMARY REPORT

SUBJECT: Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Tami Bartolomei, Office of Emergency
Management Coordinator

ATTACHMENTS:

None

Summary: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Background: On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California in response to the COVID-19 pandemic.

The County of Mendocino declared a State of Emergency related to the COVID-19 on March 4, 2020.

On March 17, 2020, the City Manager acting as the Director of Emergency Services declared the existence of a local emergency.

On March 18, 2020, City Council approved a Resolution ratifying the proclamation declaring the existence of a local emergency.

Since the onset of the emergency, the City of Ukiah has worked to respond to the public health and safety needs of the community in cooperation with the County of Mendocino and other partners. The local response for public health is lead regionally by the County of Mendocino and the County's Public Health Officer. In addition, the City of Ukiah has worked to maintain the continuity of public services including public safety, water, sewer, electric, airport, public works, and other essential activities.

Discussion: As the coronavirus "COVID-19" continues to evolve, the City of Ukiah continues to monitor the situation and respond to emerging needs of the community. The City is in continued contact with local and state agencies, as well as community partners, hospitals, schools, and neighboring cities to ensure we have the most updated information pertaining to COVID-19 and are coordinating efforts.

Reports and/or information from the City of Ukiah's Emergency Operation Center (EOC) will include:

- * Emergency Operation Center (EOC) Status
- * COVID-19 Case Updates
- * Public Information Officer

- * Medical Services
- * School/Education
- * Public Safety (Police/Fire/EMS)
- * Shelter in Place Monitoring and Compliance
- * Community Service Groups
- * Homeless Response
- * Business Impacts/Services
- * Public Infrastructure/Construction Status
- * City Finance
- * Recovery Efforts and Planning
- * Other Related matters

Staff will provide a status report to City Council and will seek direction or action on operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Go to the City's website (www.cityofukiah.com) for direct access to information related to the Novel Coronavirus (COVID-19) emergency including local updates, City Services, Community/Resident Information, and Business Resources.

Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Consider Request for Continuing Funding, in the Amount of \$50,000.00, for the Ongoing Potter Valley Project Licensing Efforts by the Mendocino County Inland Water and Power Commission.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Sean White, Water Resources Director

ATTACHMENTS:

None

Summary: Council will consider approving a request for continuing funding, in the amount of \$50,000.00, for the ongoing Potter Valley Project Licensing efforts by the Mendocino County Inland Water and Power Commission.

Background: The Mendocino County Inland Water and Power Commission (MCIWPC), a JPA in which the City of Ukiah is a member agency, has been the local lead in a partnership that was formed in 2019 after Pacific Gas and Electric withdrew their Notice of Intent to the Federal Energy Regulatory Commission for relicensing the Potter Valley Project.

The Partnership, which includes MCIWPC, Sonoma Water, Humboldt County, California Trout and the Round Valley Indian Tribes, have been engaged in preparing and filing a Feasibility Study Report that was required by FERC to outline a proposed plan to move forward in the licensing process now that PG&E had withdrawn. The Feasibility Study Report was filed by the May 14th deadline.

All of the member agencies of MCIWPC funded an equal share of the costs to engage our own outside FERC/Hydro Electric Power consultant and legal counsel as well as a share of the Partners hiring of the consultant, Stillwater Sciences, who helped prepare the Technical Memoranda utilized in preparation of the Feasibility Study Report that was filed with FERC. This was a very important achievement. If the Feasibility Study Report had not been filed on time FERC would have directed PG&E to begin the license surrender process which would ultimately result in decommissioning of the Potter Valley Project.

Discussion: The next phase of the FERC process includes preparation of a series of Study Plan analyses that will be required by late September under the next FERC deadline. To accomplish this next phase the Partners will be hiring a consultant that has extensive expertise in FERC licensing.

The Partners have just prepared and released a Request for Quotes for the consulting position. We are also continuing to work towards formation of a regional entity that would ultimately hold the FERC license and a financial plan for ongoing O&M costs of the operation of the Project as well as funding for potential capital improvements.

Each of the Planning Partners is going to their respective governing Boards to request funding for the next phase of the licensing process. It is anticipated that the next effort will require between \$400,000.00 and \$500,000.00.

The request from MCIWPC is for each of our five member agencies to fund \$50,000.00 each. This would give MCIWPC enough funds to pay our share for the FERC Consultant and also be able to continue to fund outside consultant and legal counsel.

Recommended Action: Approve request for continuing funding, in the amount of \$50,000.00, for the ongoing Potter Valley Project Licensing Efforts by the Mendocino County Inland Water and Power Commission.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 82027110-52100: \$370,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Award Contract to Excergy for Project Management Services in the Amount of \$143,131 for the Selection and Implementation of a Utility Billing Customer Information System, Authorize the City Manager to Negotiate and Execute an Agreement, and Approve Corresponding Budget Amendment.

DEPARTMENT: Finance **PREPARED BY:** Mary Horger, Financial Services Manager
PRESENTER: Mary Horger, Financial Services Manager and Lori Martin,
Billing & Customer Services Manager

ATTACHMENTS:

1. RFP with Addenda
2. Proposal Evaluation Summary CIS PM
3. Excergy Proposal Ukiah CIS PM_2020_04_29

Summary: Council will consider awarding a contract to Excergy for project management services for the selection and implementation of a Utility Billing Customer Information System (CIS), authorize the City Manager to negotiate and execute an agreement, and approve corresponding budget amendment.

Background: The City is currently utilizing an out-of-date software system that operates on an AS400 I Series to handle its current Utility Billing activities. The system must be replaced, as it is very well past its useful life. It is still supported, but due to the age of the system, options for support dwindle as time goes on. Additionally, reporting and information from the current system is very limited, which in turn limits the level of customer service the City's Utility Billing staff can provide to its customers.

Due to the intricacies of replacing a complex software billing system for multiple utilities and the lack of current internal resources, staff recommends that in order to set the project up for maximum success, it would be best to contract with a skilled Project Management firm with utility background to assist in the selection and implementation of a replacement CIS.

Discussion: On April 3, 2020, a Request for Proposals was released for the replacement of the Utility Billing CIS. Please refer to Attachment 1 for a copy of the RFP, plus the three addenda that were issued. Proposals were due by 5:00 p.m., April 30, 2020. Proposals were received from fourteen (14) firms.

An evaluation team consisting of the City's Billing and Customer Services Manager, Assistant Electric Utility Director, and the Finance Director carefully reviewed and scored the proposals. Please refer to Attachment 2 for a copy of the evaluation results. Excergy came in as number one with a score of 88, while Client First followed as number two with a score of 81.

The evaluation team decided to conduct interviews of the two top firms, which occurred on June 19, 2020. The purpose was to have an opportunity to meet with the proposed project teams, and ask a series of interview-type questions, to ensure a good fit for staff. The interviews resulted in no change to the initial evaluation results.

Excergy's proposal is provided as Attachment 3, which proposes to provide the requested services in an

amount not to exceed \$143,131. Excergy is found to be the most qualified firm, with utility experience, that will go a long way in finding a right fit CIS solution for the City.

It is therefore staff's recommendation to award a contract to Excergy for project management services for the selection and implementation of a Utility Billing CIS in the amount of \$143,131, authorize the City Manger to negotiate and execute an agreement, and approve corresponding budget amendment.

Recommended Action: Award contract to Excergy for Project Management Services for the selection and implementation of a Utility Billing Customer Information System, authorize the City Manager to negotiate and execute an agreement, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes.

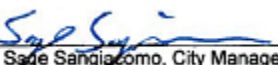
CURRENT BUDGET AMOUNT: 20513300.52100.18062: \$0

PROPOSED BUDGET AMOUNT: 20513300.52100.18062: \$143,131

FINANCING SOURCE: 205 Utility Billing Fund reserves specific to this project

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Lori Martin, Billing & Customer Services Manager; Cindy Sauers, Assistant Electric Utility Director; Daniel Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager



REQUEST FOR PROPOSAL

PROJECT MANAGEMENT SERVICES FOR THE REPLACEMENT OF A UTILITY BILLING CUSTOMER INFORMATION SYSTEM

Request Date:

April 3, 2020

Deadline for Responses:

April 30, 2020, 5:00 P.M. (PST)

CITY OF UKIAH
Request for Proposal (RFP)
Project Management Services for the Replacement of a Utility Billing Customer Information System

1.0 INTRODUCTION & BACKGROUND

The City of Ukiah (City) is requesting proposals from qualified individuals or firms to provide project management services for the replacement of a Utility Billing Customer Information System (CIS).

The City, with a population of approximately 15,500 people, is located about 115 miles north of San Francisco on the US Highway 101 corridor. Ukiah is also the County seat for Mendocino County, serving as the retail hub to an area reaching a 50-mile perimeter and experiences a daytime service population exceeding 35,000 people.

The City is a full-service municipality, including Electric, Water and Sewer Utilities. The Customer Service branch of the City of Ukiah Finance Department handles the service set-up, disconnect, and billing for these utilities, including solid waste disposal and recycling services.

The City is currently utilizing an out-of-date software system, Harris Classic Utility Billing Software which is operating on an AS400 I Series, to handle its current utility billing activities, and must be replaced. Due to the intricacies of replacing a software system for the variety of utilities that billing services are provided for, and the lack of current internal resources, the City is looking for a skilled Project Manager to assist in the selection process, as well as the implementation of, a replacement Utility Billing CIS.

2.0 SCHEDULE OF EVENTS

The schedule for this procurement is as follows:

Deadline for Responses:	April 30, 2020, 5:00 p.m.
City Evaluation of Proposals:	By May 8, 2020
Interviews (if necessary)	By May 15, 2020
City Council approval requested for recommended firm:	May 20, 2020

The City must receive proposal no later than the time and date specified above. Those proposals received after this date and time will not be considered. Proposals will only be accepted electronically. Send your proposals to the following:

Mary Horger, Financial Services Manager
City of Ukiah
Email: mhorger@cityofukiah.com
Phone: (707) 463-6233

3.0 SCOPE OF WORK

The scope of services shall include tasks described below, as well as other elements or modifications, which may be suggested by consultants presenting proposals to better meet the needs of the City. All services shall be provided in accordance with the City's draft professional services agreement, a sample of which is attached as Attachment A.

Scope of work involves managing the selection and implementation of a new Utility Billing CIS from inception to completion, which includes:

1. Work with key stakeholders to determine and define project scope and objectives.



2. Work with key stakeholders to develop a solicitation document to release and to obtain competitive proposals.
3. Assist in the evaluation and selection process for the replacement CIS.
4. Assist in contract negotiations with CIS vendor.
5. Manage the implementation of the new project between City staff and selected CIS vendor.
6. Predict resources needed to reach objectives and manage resources in an effective and efficient manner.
7. Track project costs in order to meet budget.
8. Develop and manage a detailed project schedule and work plan.
9. Provide project updates on a consistent basis to various stakeholders about strategy, adjustments and progress.
10. Manage the project contract by assigning tasks and communicating expected deliverables.
11. Resolve conflicts and present creative solutions.
12. Utilize industry best practices, techniques, and standards throughout entire project execution.
13. Monitor progress and make adjustments as needed.
14. Measure project performance to identify areas for improvement.
15. Ensure that the project is fully-implemented, and meets all of the City's needs.

4.0 QUALIFICATIONS

1. Bachelor's degree in computer science, business, or a related field
2. 5-8 years of project management and related experience in CIS systems, including experience seeing projects through the full life cycle.
3. Project Management Professional (PMP) certification preferred.
4. Team management –able to work with multiple teams simultaneously, and understand how to address the needs of each team diplomatically.
5. Conflict management – ability to resolve conflicts and address both sides of an argument, providing helpful solutions for all involved, especially when it comes to disputes between CIS vendor and City staff.
6. Time management – ability to organize schedule appropriately to meet all commitments.
7. Communication skills – ability to address different audiences using appropriate language to communicate clearly and efficiently.
8. Strong familiarity with project management software tools, methodologies, and best practices

5.0 REQUIRED PROPOSAL CONTENT

Individuals or firms interested in providing the services described in the section above must submit a proposal responding to all the questions below and providing all information requested in a format that mirrors the RFP by section and order listed. Proposals shall include at a minimum:

A. Cover Letter

The cover letter should contain the name, address, and brief history of the firm. The cover letter must be signed by an official authorized to bind the successful firm contractually and shall contain a statement to the effect that the proposal is a firm offer for a minimum period of sixty (60) days after the submittal date. The letter shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

B. Project Understanding and Proposed Approach

Describe your firm's understanding of the project and how your firm intends to structure the project approach.



C. Project Team

Identify the key personnel to be assigned to this project, including the qualifications and experience as related to the project. Resumes for each of the key personnel are to be provided. Identify any sub-consultants/subcontractors that will be used, including their qualifications and experience, as well as the work they will accomplish. Staff proposed to be in charge of the project must demonstrate significant experience supervising similar work. Describe the proposed organizational structure between consultant and sub-consultants/subcontractors, including current and previous work assignments.

D. Experience and References

Provide descriptions of related project experience for at least three similar projects on which the firm has performed work over the past ten years. Describe past project management experience and how this project will be managed. For the sub-consultants/subcontractors that will be used for more than 10% of the project budget, provide the same detail.

E. Fee Proposal

Provide a fee proposal based on time and materials with a “not to exceed” maximum cost for all work identified in the Scope of Services. Provide a tabulation of the project staff and number of work hours for each task. Indicate if travel time, mileage, and per diem will be charged. Include any sub-consultant cost. Additionally, please identify miscellaneous costs associated with this proposal. Submit a copy of your firm’s current itemized hourly rate fee schedule.

F. Proposed Project Schedule

Provide a proposed schedule of completion for each task and list of task deliverables.

G. Exceptions

Identify any exceptions you are proposing with respect to the Scope of Services. Additionally, if there are any exceptions to the City’s insurance requirements and/or the City’s draft professional services agreement as shown in the attachments, the Consultant should list the exceptions in the proposal.

5.0 PROPOSAL EVALUATION

The following evaluation criteria will be used in evaluating and selecting candidates:

- A. Clarity of submittal and responsiveness to the RFP.
- B. Qualifications, competence, technical ability and relevant experience of specific personnel identified by the consultant.
- C. Quality of consultant’s related work experience.
- D. Cost.

The City reserves the right to reject any and all proposals. The City reserves the right to award a contract to the firm that presents the proposal, which in the sole judgment of the City best serves the City’s interest. The City reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, and/or negotiate minor deviations with the successful firm.

6.0 CONTACT PERSON

Please contact Mary Horger, Financial Services Manager, if you have questions or require additional information. Questions must be submitted in writing via email. Contact information can be found below.

Mary Horger, Financial Services Manager
City of Ukiah
mhorger@cityofukiah.com



Communication between a proposing company and a member of the City staff, other than the Procurement Manager, or between a proposing company and a non-designated City representative regarding the selection of a proposing company or award of this contract is explicitly prohibited from the time the RFP is advertised until the selection of a proposing company or award of the contract. Questions pertaining to this RFP shall be addressed to the party specified above. Failure of a proposing company, or any of its representatives, to comply with this paragraph will result in their proposal being rejected.

7.0 ADDENDA

If it becomes necessary to revise any part of this RFP after it has been issued, the City will issue an addendum to the RFP containing the revision. All addenda will be posted on the City's website at www.cityofukiah.com/purchasing with the rest of the RFP documents. Anyone who intends to submit a proposal in response to the RFP must register as a plan holder on the City's website and check the website frequently for any posted addenda. Anyone submitting a proposal will be deemed to have seen and agreed to be bound by the posted addenda.

8.0 INSURANCE REQUIREMENTS

Provided as Attachment "B" are the City's complete insurance requirements. Awarded firm, prior to performing any work, shall procure and maintain for the duration of the contract insurance per the attached requirements.

9.0 CITY BUSINESS LICENSE

Awarded firm will be required to maintain a City business license for the duration of the contract. Information regarding the City business license can be found on the City website, at www.cityofukiah.com/businesses.

10.0 PUBLIC RECORDS

All materials submitted in response to this RFP are property of the City and will not be returned. The materials will be a public record subject to the disclosure provisions of the California Public Records Act and any other related public law or provision of such laws.

11.0 FINANCIAL RESPONSIBILITY

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions will become the property of the City and may be used by the City in any way deemed appropriate.



ATTACHMENT A - AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
[Design Professional]

This Agreement, made and entered into this ____ day of _____, 2020 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to _____.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

- 1.1 The Project is described in detail in the attached Scope-of-Work (Attachment "A").

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".
- 2.2. Additional Services. Additional services, if any, shall only proceed upon written agreement between City and Consultant. The written Agreement shall be in the form of an Amendment to this Agreement.

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services within _____ from receipt of the Notice to Proceed. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$-----. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses

of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

- 4.2 Changes. Should changes in compensation be required because of changes to the Scope-of-Work of this Agreement, the parties shall agree in writing to any changes in compensation. "Changes to the Scope-of-Work" means different activities than those described in Attachment "A" and not additional time to complete those activities than the parties anticipated on the date they entered this Agreement.
- 4.3 Sub-contractor Payment. The use of sub-consultants or other services to perform a portion of the work of this Agreement shall be approved by City prior to commencement of work. The cost of sub-consultants shall be included within guaranteed not-to-exceed amount set forth in Section 4.1.
- 4.4 Terms of Payment. Payment to Consultant for services rendered in accordance with this contract shall be based upon submission of monthly invoices for the work satisfactorily performed prior to the date of invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not City's agent, employee, or representative for any purpose.

It is the express intention of the parties hereto that Consultant is an independent contractor and not an employee, joint venturer, or partner of City for any purpose whatsoever. City shall have no right to, and shall not control the manner or prescribe the method of accomplishing those services contracted to and performed by Consultant under this Agreement, and the general public and all governmental agencies regulating such activity shall be so informed.

Those provisions of this Agreement that reserve ultimate authority in City have been inserted solely to achieve compliance with federal and state laws, rules, regulations, and interpretations thereof. No such provisions and no other provisions of this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Consultant and City.

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

Consultant warrants and represents that it is a properly licensed professional or professional organization with a substantial investment in its business and that it maintains its own offices and staff which it will use in performing under this Agreement.

- 5.2 Conflict of Interest. Consultant understands that its professional responsibility is solely to City. Consultant has no interest and will not acquire any direct or indirect interest that would conflict with its performance of the Agreement. Consultant shall not in the performance of this Agreement employ a person having such an interest. If the City Manager determines that the Consultant has a disclosure obligation under the City's local conflict of interest code, the Consultant shall file the required disclosure form with the City Clerk within 10 days of being notified of the City Manager's determination.

6.0 INDEMNIFICATION

- 6.1 Insurance Liability. Without limiting Consultant's obligations arising under Paragraph 6.2 Consultant shall not begin work under this Agreement until it procures and maintains for the full period of time allowed by law, surviving the termination of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with its performance under this Agreement.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO) Commercial General Liability Coverage Form No. CG 20 10 10 01 and Commercial General Liability Coverage – Completed Operations Form No. CG 20 37 10 01.
2. ISO Form No. CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or Code 8, 9 if no owned autos and endorsement CA 0025.
3. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, hired or borrowed by the Consultant for the full period of time allowed by law, surviving the termination of this Agreement. The coverage shall contain no special limitations on the scope-of-protection afforded to the City, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- d. The Consultant'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.

2. Worker's Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from Consultant's performance of the work, pursuant to this Agreement.

3. Professional Liability Coverage

If written on a claims-made basis, the retroactivity date shall be the effective date of this Agreement. The policy period shall extend from ----- to -----.

4. All Coverages

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 admitted California insurers with an A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, after notice to Consultant that City has paid the premium, the cost of insurance may be deducted from the compensation otherwise due the contractor under the terms of this Contract.

G. Subcontractors

Consultant shall include all sub-contractors or sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor or sub-consultant. All coverage for sub-contractors or sub-consultants shall be subject to all insurance requirements set forth in this Paragraph 6.1.

- 6.2 Indemnification. Notwithstanding the foregoing insurance requirements, and in addition thereto, Consultant agrees, for the full period of time allowed by law, surviving the termination of this Agreement, to indemnify the City for any claim, cost or liability that arises out of, or pertains to, or relates to any negligent act or omission or the willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

References in this paragraph to City or Consultant, include their officers, employees, agents, and subcontractors.

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, Attachment "A". All documents produced by Consultant shall be furnished to City in digital format and hardcopy. Consultant shall produce the digital format, using software and media approved by City.
- 7.2 Governing Law. Consultant shall comply with the laws and regulations of the United States, the State of California, and all local governments having jurisdiction over this Agreement. The interpretation and enforcement of this Agreement shall be governed by California law and any action arising under or in connection with this Agreement must be filed in a Court of competent jurisdiction in Mendocino County.
- 7.3 Entire Agreement. This Agreement plus its Attachment(s) and executed Amendments set forth the entire understanding between the parties.
- 7.4 Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
- 7.5 Modification. No modification of this Agreement is valid unless made with the agreement of both parties in writing.
- 7.6 Assignment. Consultant's services are considered unique and personal. Consultant shall not assign, transfer, or sub-contract its interest or obligation under all or any portion of this Agreement without City's prior written consent.
- 7.7 Waiver. No waiver of a breach of any covenant, term, or condition of this Agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.
- 7.8 Termination. This Agreement may only be terminated by either party: 1) for breach of the Agreement; 2) because funds are no longer available to pay Consultant for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Consultant was retained. A party shall notify the other party of any alleged breach of the Agreement and of the action required to cure the breach. If the breaching party fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for lack of funds or abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.



ATTACHMENT B - INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant(s) 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 Consultant(s), his agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers' Compensation** insurance as required by the State of California and Employer's Liability Insurance.
- D. **Errors and Omissions liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. 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. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per occurrence. If written on a claims-made basis, insurance coverage must cover claims filed within 3 years after contract work completed.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses; or to approve the deductible without a guarantee.

IV. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or **be endorsed** to contain, the following provisions:

- A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

C. For any claims related to this project, the Consultant's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

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

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be **on forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**If you have questions regarding our insurance requirements contact:
Risk Manager
(707) 463-6287 or FAX (707) 463-6204**

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



**RFP – Project Management Services
for the Replacement of a Utility Billing Customer Information System**

Addendum No. 1

April 16, 2020

The following is Addendum No. 1 to Request for Proposals – Project Management Services for the Replacement of a Utility Billing Customer Information System.

This Addendum is hereby made part of the Request for Proposal document to the same extent as though it were originally included therein.

The following are questions asked, and their corresponding answers:

Q1: Can you provide the can provide the current CIS database design to determine the complexity of the existing solution?

A1: Yes. The information can be found at

<https://cityofukiah.sharepoint.com/:f:/s/FinanceandITManagement/EsyVZ2sKjp5In1nmUkKIABYBnr6SPHA8YD19b3BvlhKbeg?e=1hQ3w2>

Q2: How long does city envision this project to have the RFP ready for release?

A2: It would be in the City's best interest to have a solicitation request released within 6 months of Project Manager's contract signing.

Q3: When is the current system required to be converted to the new system (end of life deadline)?

A3: The software is past end of life. It is still supported, but due to the age of the system, options for support dwindle as time goes on.

Q4: Your budget identifies \$400,000 for this project. Is that the budget for the software and the consultant, or just one of those?

A4: That is an older budget. The budget was revised to \$600k for the 19/20 year, and is only for the CIS solution. That budget reflects a non-hosted solution, but the City will want to look at hosted solution options as well.

Q5: Is there a budget assigned to this RFP?

A5: The current budget is \$50,000 – 150,000 for the Project Manager, depending on the scope of services offered.

Q6: Is there any incumbent?

A6: No.

Q7: Does the City utilize any leveraged procurement agreement such as CMAS for the project management RFP?

A7: We can participate in cooperative agreements. However, CMAS does not qualify, as prices are maximums, and comparisons should be sought. However, if you are part of an existing cooperative contract that would provide competitive pricing, please include.

Q8: What period of time has the City of Ukiah estimated for the implementation of a new billing system (since the implementation schedule will largely be determined by the potential vendor and deployment method)? This will help us be able to adhere to the Fixed Price not to exceed.

A8: Our anticipation is that the project, from start to finish, will be 12-18 months.

Q9: Is the City requesting only one individual, or is a team structure to be proposed?

A9: We are willing to look at both.

Q10: Would the City please elaborate on any additional business drivers for this project, beyond those identified in the RFP?

A10: The CIS solution should result in a system that can easily transition and integrate from manual meter reading to an Advanced Metering Infrastructure (AMI) network using industry standard protocols resulting in increased operational efficiencies thereby reducing costs as well as elevating utility billing customer service.

Q11: Does the City have any target dates for certain project milestones? For example, date the software vendor is selected, date of implementation kickoff, or date the new system is live?

A11: The project milestones have not been created yet. However, please refer to A2 and A8 above.

Q12: As part of the initial discovery phase of the project, does the City desire any form of business case or needs assessment document prior to developing the solicitation documents?

A12: Yes.

Q13: As it relates to estimating the work effort and cost for the implementation phase, and in recognition of the many variables not yet know, would the City provide assumptions of implementation duration that proposers may use to provide "apples to apples" work effort and cost proposals?

A13: Please refer to A2, A8 and A11 above.

Q14: The City's RFP discusses replacement of the utility billing system. What is the City's anticipation with respect to related software systems, such as service and work orders, meter reading, and mapping?

A14: The City is looking for a CIS solution that incorporates GIS, work order management, manual and hand-held input of meter reads and ultimately advanced meter infrastructure (AMI) integration. The CIS billing system would also need to integrate with the City ERP system, Tyler Munis, for accounting purposes.

Q15: Does the City have a budget associated with this RFP? If so, can the City share those details?

A15: Please see A5 above.

Q16: Will the City be permitting firms that have divisions that sell or develop hardware or software to propose?

A16: No.

Q17: Does the City have a local preference for this project? If so, what weight in the evaluation will that preference have?

A17: The City does not have a local preference for professional services.

All other terms and conditions remain in full force and effect.



Mary Horger
Financial Services Manager

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



**RFP – Project Management Services
for the Replacement of a Utility Billing Customer Information System**

Addendum No. 2

April 21, 2020

The following is Addendum No. 2 to Request for Proposals – Project Management Services for the Replacement of a Utility Billing Customer Information System.

This Addendum is hereby made part of the Request for Proposal document to the same extent as though it were originally included therein.

The following are questions asked, and their corresponding answers:

Q1: In the Q&A addendum issued on April 16, the budget for this RFP mentioned is between \$50,000-\$150,000 for the consulting. Is that the maximum budget? Per your estimation, the evaluation and selection can take 6 months, in which case the hourly rate is quite low if the budget is \$150,000. Does this budget of \$150,000 include all the below three major activities or can we give it in three separate phases?

- Assessing the AS Is and To be needs
- Evaluation and Selection of the CIS vendor
- Managing the implementation of the new CIS vendor

A1: Currently, the budget is set at \$150,000. However, the City encourages all proposals to be submitted for review and evaluation. And yes, the budget is for all three bullets.

Q2: For the share point link which has been shared in the Q&A for the old CIS system, we tried using that link - but it is not clickable and it is difficult to copy as the PDF is not editable. Can you please share a clickable link?

A2: Yes. Here is the link again:

<https://cityofukiah.sharepoint.com/:f/s/FinanceandITManagement/EsyVZ2sKjp5In1nmUkKIABYBnr6SPHA8YD19b3BvIhKbeg?e=1hQ3w2>

All other terms and conditions remain in full force and effect.

Mary Horger
Financial Services Manager

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



**RFP – Project Management Services
for the Replacement of a Utility Billing Customer Information System**

Addendum No. 3

April 22, 2020

The following is Addendum No. 3 to Request for Proposals – Project Management Services for the Replacement of a Utility Billing Customer Information System.

This Addendum is hereby made part of the Request for Proposal document to the same extent as though it were originally included therein.

The following are questions asked, and their corresponding answers:

Q1: Would the city would be open to reviewing our proposal if we were to solely focus on the Software Selection process.

A1: Responses need to cover for the scope as written in the RFP. Partnering with another company to satisfy the full requirements of this RFP would be acceptable.

All other terms and conditions remain in full force and effect.

A handwritten signature in black ink, appearing to read "Mary Horger". The signature is fluid and cursive, with a large, stylized "M" and "H".

Mary Horger
Financial Services Manager

City of Ukiah <i>Project Management Services for the Replacement of a Utility Billing Customer Information System</i> Proposal Evaluation Summary		ABeam Consulting			Avero LLC			Berry Dunn			Client First			Communica Global			Deboxify			Domain Experts Corp.			Elegant Enterprise - Wide Solutions, Inc.			Excergy			JJACPA			SoftResources			Utilegent			Western Integrated Systems			Zion		
		Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking			Individual Evaluator Ranking		
Evaluation Criteria	Maximum Points	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3
Clarity of submittal and responsiveness to the RFP.	10	3	10	10	8	10	10	10	10	10	10	10	10	5	8	5	8	5	5	2	8	5	5	5	5	10	10	10	5	5	10	8	10	10	7	8	10	5	5	5	8	5	10
Qualifications, competence, technical ability and relevant experience of specific personnel identified by the consultant.	30	10	20	25	20	20	25	26	20	30	25	20	30	10	20	25	15	15	20	10	20	20	15	15	20	28	25	25	5	15	25	15	25	30	20	20	25	10	15	20	10	10	25
Quality of consultant's related work experience.	30	5	20	20	20	20	25	25	20	30	28	25	25	5	20	20	5	15	20	10	20	25	15	15	20	28	25	30	5	15	25	10	25	30	20	20	25	10	15	20	5	10	20
Cost.	30	0	20	15	22	25	21	10	25	9	20	20	19	6	10	19	28	20	28	0	10	17	14	15	13	26	20	26	30	30	30	12	25	11	4	10	2	8	5	6	24	20	24
Individual evaluator totals:	100	18	70	70	70	75	81	71	75	79	83	75	84	26	58	69	56	55	73	22	58	67	49	50	58	92	80	91	45	65	90	45	85	81	51	58	62	33	40	51	47	45	79
Combined averaged totals for each consulting firm:		53			75			75			81			51			61			49			52			88			67			70			57			41			57		
FINAL RANKING:		8			3			3			2			10			6			11			9			1			5			4			7			12			7		
Proposed Cost:		\$ 165,760			\$ 149,858			\$ 222,630			\$ 154,357			\$ 355,200			\$ 112,500			\$ 156,000			\$ 179,520			\$ 143,131			\$ 110,000			\$ 200,603			\$ 475,200			\$ 249,440			\$ 147,840		

Listed by Rank:	Score:
Excergy	88
Client First	81
Avero LLC	75
Berry Dunn	75
SoftResources	70
JJACPA	67
Deboxify	61
Utilegent	57
Zion	57
ABeam Consulting	53
Elegant Enterprise - Wide Solutions, Inc.	52
Communica Global	51
Domain Experts Corp.	49
Western Integrated Systems	41



Response to



Request for Proposal
for



Project Management Services for the Replacement of a Utility Billing Customer Information System

April 30, 2020



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A. Cover Letter



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fax: 877.982.1414

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Suite 1100

Denver, Colorado 80246

web: www.excergy.com

April 30, 2020

Mary Horger, Financial Services Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482
via email to mhorger@cityofukiah.com

Re: RFP – Project Management Services for Replacement of CIS

Dear Ms. Horger and Members of the Selection Committee:

Excergy Corporation (Excergy) is pleased to respond to the City of Ukiah's (City's) Request for Proposal for Project Management Services for the Replacement of a Utility Billing Customer Information System (CIS).

Excergy is an industry leader in providing utility consulting and system implementation services for electric, gas, water, and multi-service municipal utilities across North America. Our experts average 25 years of experience providing the full scope of utility services—from strategy and planning, through to implementation and go-live holistic and integrated systems.

Excergy brings experience with many successful projects across multiple technologies, notably CIS, AMI, and MDMS. We have provided services to dozens of utilities in California, including the Cities of Alameda, Anaheim, Burbank, Los Angeles, San Diego, and Santa Clara as well as for Contra Costa Water District, Merced Irrigation District, and Santa Clara Valley Water District. Our breadth of expertise not only differentiates Excergy in the marketplace, it makes us the ideal, one-stop consultant to support the City's success in this effort.

Formed in 2011, Excergy is a successful Colorado-based small business firm whose business model is that of a highly skilled, senior team of experts who are recognized leaders in the industry. We offer a compelling value proposition to utilities—one that focuses on excellence in service delivery and client satisfaction first and foremost.

Incorporated **2012** **16** Experts
25 Avg. Years **Denver, CO**
Experience **HQ**

Excergy is uniquely qualified in addressing system selection and implementations in two ways. First, we have both breadth of experience with all technologies along the entire Meter-to-Cash value chain, and expertise provided by senior consultants with decades in the industry. Second, we take a balanced approach between business and technology aspects of an implementation. The “perfect” software solution can be part of a bad implementation; a “perfect” business process reflecting best industry practices cannot be implemented cost-effectively if you select the wrong software solution and vendor. We strike the right balance between people, process, and technology to realize desired benefits and deliver an on time, on budget project.

With absolute vendor independence—we are able to deliver the optimal solution streamlined and tailored to the City's unique situation. We also aim to help clients select the simplest solution that will both meet their stated needs and allow for an evolving future, without expensive “one-off” solutions.

Technology projects such as these involve much more than selecting a vendor and waiting for the technology to be deployed. Success in implementing CIS projects throughout the industry has been mixed. The underlying complexity of the implementation itself, coupled with a major change in business processes and active consumer engagement, result in many challenges. The Excergy team delivers on the promise of well-executed

implementation, while mitigating the risks and pitfalls. Excergy's differentiators revolve around the following elements, which combine to make us your trusted CIS replacement partner:

- ▶ **Deep CIS & AMI Credentials:** The personnel on the proposed Excergy team each have 20+ years of experience clearly demonstrated by successful implementations at dozens of utilities.
- ▶ **The Right Team of Focused Experts:** We have assembled a team with the deep technical expertise in CIS implementation needed for the project. Plus, the Project Manager is located a short hop away in Klamath Falls, OR.
- ▶ **Proven Delivery Methodology:** Excergy's proven Integrated Delivery Methodology™ (IDM) drives efficient development and execution of your project and will enable the City to achieve greater results with higher efficiency. IDM's holistic process blends state-of-the-art project management, technology expertise, business savvy, and personnel motivation to create a high performing project.
- ▶ **Comprehensive Testing Oversight:** Based on our broad experience across the country, we know how important it is to ensure accurate billing and customer-interfacing operations. Our graduated, thorough, and robust vendor testing oversight minimizes risk for the City.



Staff Authorized to Negotiate and Bind Excergy

I, Jim Ketchledge, as Excergy's President and Chief Executive Officer, have full authority to negotiate and enter into any future binding agreement on behalf of Excergy.

Jim Ketchledge, Excergy President & CEO
501 S. Cherry Street, Suite 1100
Denver, CO 80246
720-988-4354
jketchledge@excergy.com

Excergy is committed to our clients and will work ceaselessly to earn your confidence. We appreciate the opportunity to propose our services on this important work and look forward to working together. Terms of this proposal remain valid for 90 days from date of submittal. Should you have any questions or require additional information, please feel free to contact me at 720-988-4354 or via email at jketchledge@excergy.com.

Sincerely,

James A. Ketchledge
CEO & President, Excergy Corporation

B. Project Understanding and Proposed Approach

Our Understanding

Planning and implementing a new CIS project can be one of the most complex endeavors a utility undertakes. The new technologies, integrations to legacy systems, business process transformation within the utility, and customer engagement aspects are multifaceted and connected in a way that most operational upgrades are not. Successful projects follow an excellent project management and integration process due to challenges related to the inherent complex technology, the lack of depth in many vendors' project services, and the integration points across other enterprise IT systems. It is extremely important to get started on the right path early in the process.

The City of Ukiah is seeking a skilled, Professional Project Management (PMP)-certified project manager (PM) with years of utility system integration and implementation expertise to support the procurement and implementation of a new utility billing CIS system to replace the City's outdated Harris Classic Utility Billing system. The City is looking for a new CIS solution that incorporates GIS, work order management, manual and hand-held input of meter reads and ultimately Advanced Metering Infrastructure (AMI) integration. The CIS billing system would also need to integrate with the City's ERP system, Tyler Munis, for accounting purposes.

Due to the intricacies of replacing a billing system, and the lack of current internal City resources, the City is looking to release a Request for Proposal (RFP) for a new system (either hosted or non-hosted) that can easily transition and integrate from manual meter reading to an AMI network using industry standard protocols resulting in increased operational efficiencies that help to both reduce costs and elevate utility billing customer service. The City is looking for a Project Management individual or team skilled in diplomatically managing multiple teams simultaneously, resolving conflicts, and communicating effectively—as well as providing expert project management tools, methodologies, and bests practices—to effectively and efficiently deliver a successful CIS solution as scheduled and for the agreed-upon price. The City estimates 12-18 months from start to finish.

Approach to Scope of Work

The following represents Excergy's streamlined approach to simultaneously provide the CIS services desired by Ukiah as illustrated in figure below.

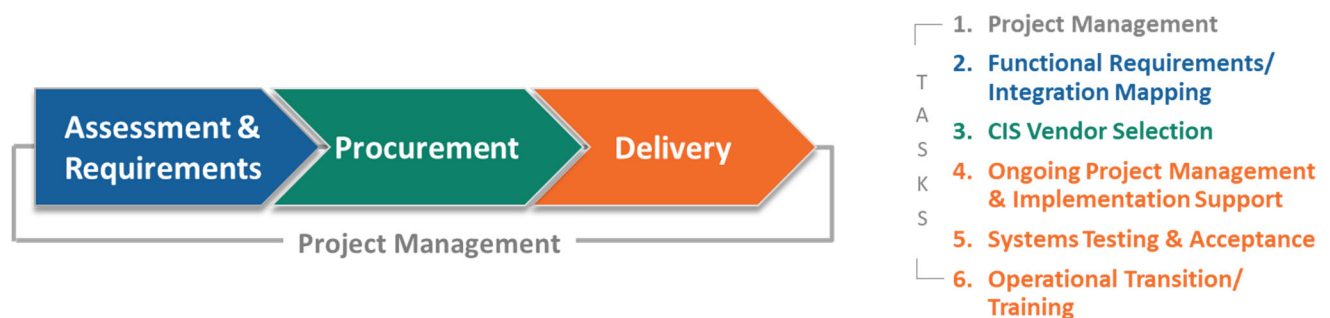


Figure 1. Excergy's Streamlined Approach to Deliver the City's Scope of Work

Task 1 — Project Management

One of the primary factors that distinguishes successful CIS projects is the quality of the project management. In the Excergy model, our PM works very closely with the designated utility personnel and uses our proven process, methods, and experience to produce a robust, flexible implementation approach. We have found most vendors do not have the same high level of PM capabilities, and we are very experienced in helping a combined customer-vendor team execute successfully.

Throughout all project phases, expert project management will be essential to meeting the “iron triangle” dimensions of cost, quality, and schedule. Project and Program management is a core skill set for Excergy, and we

pride ourselves on the advanced maturity of our capabilities. Excergy uses the Project Management Institute's (PMI's) PMBOK® (Project Management Body of Knowledge) and Agile approaches as the basis of our project management philosophy and methods. Most of our PMs are PMI-Certified Project Management Professionals. This certification is proof of our commitment to project management as a competency, as well as evidence of knowledge of project management fundamentals.

Excergy will hold an organizational kickoff session with Ukiah's team to review project scope, requirements, deliverables, timetable, reporting relationships, project management tools, and a communications plan. We will discuss sensitivities, issues, and concerns unique to Ukiah that we will address during the project. We will establish a set of project management and reporting protocols.

The Excergy PM will work with Ukiah personnel to manage the project through the five phases of the project lifecycle: Initiating, Planning, Executing, Controlling, and Closing. Project Management activities include:

- ▶ Managing the activities of the team and subcontractors, including risks and issues
- ▶ Working in close partnership with Ukiah and the CIS vendor to ensure the project's success
- ▶ Accounting for all deliverables produced by the team
- ▶ Delivering a quality product on schedule and within budget (size, effort, and cost)

At project initiation, the Excergy PM will review and finalize the project plan elements at a kickoff meeting at City of Ukiah offices. The kickoff meeting is used to introduce personnel participating in the project, review initial project plans, start preparation for functional requirements gathering interviews/workshops and understand/define the system integration mapping (i.e., Solution Architecture). The Excergy PM will work to clarify purpose and align systems understanding. The Excergy PM will be responsible for the activities in Table 1 below.

Table 1. Typical Project Management Activities

PM ACTIVITY	DESCRIPTION
Scope Management	Ensure that the project plans outline all of the work required to complete the project successfully. Scope management consists of initiation, scope planning, scope definition, scope verification, and scope change control.
Change Management	Ensure that a baseline project plan is established at project initiation, and that a formal change control process is in place to control changes to the baseline project plan throughout the project lifecycle.
Integration Management	Ensure that the various elements of the project are properly coordinated. Integration management consists of project plan development, project plan execution, and overall change control.
Cost Management	Ensure that the project is completed within the approved budget. Cost management consists of resource planning, cost estimating, cost budgeting, and cost control.
Procurement Support	Acquire goods and services from outside the performing organization. Procurement support consists of procurement and solicitation planning; solicitation; source selection; and contract administration and closeout.
Quality Management	Ensure that the project will satisfy the needs for which it was undertaken. Quality management consists of quality planning, quality assurance, quality control, and configuration management.
Reporting Management	Ensure timely and appropriate generation, collection, distribution, and storage of project information. The project manager also handles reporting and status information management consists of communications planning, information distribution, performance reporting, and administrative closure.
Resource Management	Ensure that qualified resources are available to perform each task defined in this SOW in accordance with the baseline project schedule. As necessary, the project manager ensures that resources have been provided with training to establish particular expertise required to perform

PM ACTIVITY	DESCRIPTION
	tasks within the SOW. The project manager reinforces the importance of establishing and maintaining professional working relationships among Utilities and vendor team members, as well as monitors these relationships.
Time Management	Ensure the timely completion of the project. Time management consists of activity definition, activity sequencing, activity duration estimating, and schedule development and control.
Risk Management	Identify and analyze project risks and respond to those risks. The Excergy approach to risk management has three components—identification, prioritization, and mitigation. Risks are identified at project inception and categorized based on probability and impact. A risk mitigation plan is defined to impacts should the risk occur. The risk mitigation plan is continuously re-evaluated during the project lifetime. Once a risk actually occurs, it is moved to the issue tracking process.

The Excergy PM will manage the weekly project status cycle for the City. On a CIS replacement project, it is important to establish a regular cadence in which progress towards the plan, performance status, risk management, items of concern, and open action items are managed regularly and consistently. A written project status report is created by the Excergy PM, with input from the CIS vendor, to provide project status to Ukiah personnel and management. A sample report is shown in Figure 2.

Excergy compiles status from all parties into a consolidated status report, updates project action items and risks, and prepares for a City of Ukiah weekly status meeting. The weekly meeting will be led by the Excergy. The vendor PM or experts are only needed if deeper examination of status or important issues are on the agenda. The meeting assesses the overall health of the project and directs actions as needed. If an action item affects the scope of the project (technical baseline, schedule, or cost), Change Control documentation will be initiated to assure City acceptance of the proposed change.

Sample Weekly Status Report

City of Ukiah | Excergy

Project: BWH, Smart Grid Interoperability

Week Ending: April 18, 2013

Vendor/Contractor Name: Excergy

Project Manager: [Blank]

Quality: ■ Improving ■ No Change ■ Declining

Cost: ■ Improving ■ No Change ■ Declining

Schedule: ■ Improving ■ No Change ■ Declining

Scope: ■ Improving ■ No Change ■ Declining

(Guidelines for color coding: Colors are subjective, but a rough guide is green=0-5% deviation from plan, yellow=5-10%, red > 10%)

Progress Towards Plan

- TBD

Variance Against Plan

- Technical/Scope: TBD
- Schedule: TBD
- Quality: TBD
- Cost: TBD

Plans for Next Week (Week of TBD)

- TBD

New Issues/Risks/Action Items

- TBD

Personnel on Site next week (Week of April 22 – April 26)

- TBD

Figure 2. Sample Weekly Status Report

The Excergy PM will develop an implementation plan that will support Ukiah's CIS vision. The objective of this task is to develop a comprehensive implementation plan that defines the logical sequence for the deployment strategy, project schedule, and support requirements. Implementation responsibilities will be defined. The draft implementation plan will be reviewed with Ukiah personnel and finalized.

Part of the PM role we are proposing includes ongoing quality assurance of deliverables from the vendor for all project phases. The Project Manager will draw from the expertise of the CIS Subject Matter Expert (SME) on an as-needed basis for these tasks and, in particular, document and subject matter-specific quality reviews of vendor deliverables. This SME will also be involved in the selection, acquisition, and contracting process and, therefore, knowledgeable about both the needs of the City of Ukiah and contract requirements.

TASK 1 DELIVERABLES

- Kickoff meeting minutes
- Project Execution Plan (PEP) that defines Project Scope, Organization, Risk and Issue Management, and Configuration Management
- Status Reports
- PM Tools and Templates

- Risk/Issue Tracking
- Action Item Tracking

Task 2 — Functional Requirements/Integration Mapping

This task will develop the functional requirements for Procurement. Through a series of workshops and interviews, using our knowledge from work on previous project procurements, we gather your Ukiah-specific functional requirements. The outputs are a functionality matrix and a high-level System Architecture or integration mapping needed to achieve the business goals and objectives identified in the Business Case or other needs assessment. This task is composed of two subtasks:

- 2.1 CIS Functional Requirement & Business Objective Definition
- 2.2 Develop/Validate CIS Solutions Architecture/Integration Map

Subtask 2.1: Functional Requirement & Business Objective Definition

CIS Process and Functionality Analysis

These sessions will begin immediately after the kickoff. These remote sessions will last approximately three days and consist of both workshops and individual interviews with key stakeholders. Part of the time is open inquiry; part of the time deals with our pre-existing knowledge of CIS functionality and what is applicable to your situation. The workshop areas are:

Customer Service & Customer Accounts

- ▶ New Customer Handling
- ▶ Current Customer Handling
- ▶ Customer Data Collection & Verification
- ▶ Customer Work Order Generation & Completion
- ▶ IT Operations and support of these activities

Meter Reading, Billing & Rate Analysis

- ▶ Meter Reading and Exception Processing
- ▶ Rate Requirements/Tariff Complexity Analysis/Miscellaneous Charges
- ▶ Charging and Billing Exception Processing
- ▶ Bill Processing
- ▶ Dissemination of Bills through all Media
- ▶ IT Operations and support of these activities

Utility Operations

- ▶ Inventory (Meter and Non-meter)
- ▶ Internal Work Order Generation & Completion as it relates to CIS
- ▶ IT Operations and support of these activities

Credit & Collections & Financial Operations

- ▶ Accounting and General Ledger
- ▶ Payment Receipt
- ▶ Adjustments
- ▶ Credit & Collections Functions
- ▶ Bad Debt & Write-off
- ▶ A/R Balancing & Reporting
- ▶ IT operations and support of these activities

We will solicit ideas around new and/or improved functionality or processes in all areas above and document them.

Interviews

In addition to the workshops above, we will conduct 45- to 60-minute interviews with key stakeholders that cover Customer Service, Billing, IT, Field Services, Purchasing, and Finance.

Functional requirements developed from these workshops and interviews will allow for consideration of both a hosted and on-premise environment.

Subtask 2.2: Develop CIS Solutions Architecture/Integration Map

Under this subtask, Excergy will develop the project architecture based on the following:

- ▶ User data requirements
- ▶ User functional requirements
- ▶ User process flows
- ▶ Automation requirements
- ▶ Integration requirements
- ▶ Industry best practices
- ▶ The Excergy's team's experience
- ▶ Implementation considerations and constraints
- ▶ Current and near-term future capabilities of commercial CIS technologies

The technology and integrations necessary to achieve a successful CIS implementation will be included in this solutions architecture. One of the areas that is often not given enough emphasis but is critical to the successful implementation of CIS initiatives, is the integration with all of the other information systems such as meter reading, GIS, work management, City website, bill printing, payment processing, and general ledger systems. Excergy's approach ensures that all of these critical integration points are identified and impacts on other systems are factored into the strategy. This includes allowance for the use of either a hosted or on-premise approach.

The draft architecture will be reviewed with the Project team during a remote workshop. Excergy will update the architecture based on this review and prepare a final version.

TASK 2 DELIVERABLES

- CIS Requirements and Solutions Architecture document containing:
 - Functional Requirements
 - Business Goals and Objectives
 - System Context Diagram
 - System Component Diagram
- Workshop meeting minutes
- Interview summaries

Task 3 — CIS Vendor Selection

This task uses the functional inputs identified in the CIS Roadmap developed in Task 2, and is composed of five subtasks:

- 3.1 Assist with Creation of RFP and Distribution to Appropriate Vendors
- 3.2 Prepare RFP Response Evaluation Tool
- 3.3 Evaluate Vendor Responses

3.4 Make Recommendations on Vendor Responses

3.5 Assist with Vendor Negotiations & Contracting

Subtask 3.1: Assist with Creation of RFP and Distribute to Vendors

Excergy will provide value-added support to Ukiah in the procurement process. This assistance can be invaluable in structuring the most beneficial contract for the City, and past experience has demonstrated that we've been able to save significant dollars in the procurement and negotiating process with utility software vendors.

Excergy will provide the Functional Requirements developed previously along with the Solutions Architecture in a format that meets the City's procurement needs. Excergy will then work with Ukiah's procurement and legal staff to prepare the RFP package, which will incorporate the appropriate instructions to bidders as well as general and specific terms and conditions. After the RFP is circulated for comments, Excergy will assist Ukiah with necessary addendums.

Based on the experience of many utilities, we recommend that a draft contract be incorporated in the RFP. This streamlines the procurement process, gives Ukiah greater negotiating leverage, and can result in considerable savings. Through participating in numerous contract negotiations, we have learned how to establish enforceable contract provisions that protect the utility. We will help Ukiah prepare the draft contract. Important contract considerations include:

- ▶ **Pricing protection.** Definitive prices set for each exchange and for other ancillary services. To deploy a CIS system with strong cost controls, we recommend a phased project approach with defined exit points and fixed prices as appropriate. Should significant concerns arise in the initial discovery phase of the contract, these exit points provide strong motivation for the CIS vendor to provide top notch service.
- ▶ **Product and service warranties.** Extended warranties and system failure provisions may be important.
- ▶ **Performance standards.** Accurate bills; defaults and opportunities and requirements to cure.
- ▶ Component and final system acceptance criteria and payment provisions. Payments are made for confirmed working installations.
- ▶ **Service level agreements.** If Ukiah opts for software management services.

Excergy will also provide input on the selection of qualified vendors to be invited to the RFP process.

Subtask 3.2: Prepare RFP Response Evaluation Tool

We will support Ukiah's selection team in establishing weighted evaluation criteria including responsiveness to functional requirements, total life-cycle cost, and qualifications of the respondents.

By using established Excergy templates for proposal evaluation and risk assessment, Excergy will help Ukiah develop score sheets for the RFP with scoring criteria and weights for requirements. Scoring criteria reflects criticality, type, and relevance of the requirements. Weights reflect the relative importance or value of the requirements with respect to the other proposal criteria, such as pricing and schedule.

A key area of the vendor proposal evaluation is the establishment of critical qualification or vendor pass/fail gates. Excergy will help the City identify these critical requirements within the RFP specifications. Another key area of vendor proposal evaluation is the assessment of risks. The risk assessments typically cover technology risks (bleeding edge or obsolescence); quality of delivery; vendor company viability and commitment to industry and product; project cost and schedule; ongoing maintenance and support; quality of installation; and hiring practices used. Excergy's vendor proposal evaluation process includes methodical assessments of these risks.

The use of the existing Excergy evaluation methodology and framework ensures a disciplined, fair, and consistent evaluation process that is fully documented, traceable, and defensible—providing substantial credibility to the Ukiah City Management, Utility Board, or any regulatory agency.

Subtask 3.3: Evaluate Vendor Responses

As part of the selection process, we will guide Ukiah's evaluation team in a thorough review of the proposals. In your evaluation of responses, Ukiah's review team should not be prematurely influenced by price; we will inspect pricing tables to make sure that they are complete and responsive. If there are a sufficient number of proposals, we expect to create a short list. Excergy will help develop and prepare demonstration scripts and lists of questions to make sure vendors focus on Ukiah's major concerns in their presentations. We will attend the vendor demonstrations and assist in responding to follow-up information requests.

Should Ukiah staff decide to visit selected sites where the short-listed vendors have implemented systems, Excergy will help arrange the visits and prepare questions and agendas.

We will assist the City in evaluating the proposals based on the written documents, vendor presentations, references, and additional due diligence (e.g., "problem" deployments). Excergy will analyze the life-cycle costs associated with each proposal and facilitate the project team's final selection. Excergy will provide a summary score sheet that combines the detailed proposal evaluations, the reference checks and interviews, and the risk assessments.

Subtask 3.4: Make Recommendations on Vendor Responses

Consistent with the solicitation framework, selection criteria, and results of interviews and demonstrations developed previously, Excergy will summarize and present the scoring and rank order of the responses based on the established standards for final selection. It is expected that the City will then reach a conclusion as to the successful respondent based on Excergy's facilitation around scoring.

Subtask 3.5: Assist with Vendor Negotiations & Contracting

Excergy will support Ukiah's negotiations with the selected vendor, from establishing a negotiations strategy through negotiations and contracting. This effort involves the following activities:

- ▶ Develop vendor negotiation strategy
- ▶ Conduct initial preparation of negotiations
- ▶ Support Scope of Work and contract negotiation including SLAs
- ▶ Execute Vendor Contract

Contract documents would be finalized by Ukiah procurement and legal personnel, but Excergy would provide necessary assistance in that process.

TASK 3 DELIVERABLES

- Creation and issuance of RFP
- Recommended list of Vendors to receive RFP
- Vendor qualification criteria
- Vendor proposal evaluation scoring and risk assessment
- Vendor shortlist vendor interview/demo evaluation results
- Vendor proposal cost comparisons
- Vendor recommendations
- Vendor proposal evaluations and vendor selection summary
- Vendor negotiation strategy
- Inputs to and comments on contract, SOW, pricing, commercial, and technical specifications with the selected vendor

Task 4 — Ongoing Project Management and Implementation Support

Excergy's proven Integrated Delivery Methodology (IDM™) drives efficient development and execution of the Ukiah project—enabling you to attain more success, less waste and achieve greater results on this technology project. IDM is based on decades of implementation success at hundreds of successful projects and melds the right amounts of key technical services with industry best practices and knowledge obtainable only through decades of implementation and integration experience. Our IDM's holistic process blends state of the art project management, technology expertise, business savvy, and personnel motivation to create a high performing project. Key elements include:

- ▶ **Project Management.** Based on a combination of industry best practices including Project Management Institute and Agile approaches and tempered through decades of successful project experience.
- ▶ **Technology Expertise:** Excergy's personnel are experts on utility technologies, how to maximize strengths and minimize weaknesses, and how to effectively integrate new and legacy systems into a cohesive whole.

In the Delivery Phase, the Excergy PM will continue to work with Ukiah and vendor personnel to assure that the CIS project is delivered in accordance with requirements established previously and following the practices described in detail in Task 1.

Task 5 — Systems Testing and Acceptance

A graduated, thorough, and robust test program is needed for Ukiah's CIS project to be successful. Excergy will assure that the CIS vendor provides a thorough test program that addresses all requirements and the needs of the City. Excergy subject matter experts will review vendor test plans, scripts and results, providing input where deficiencies are identified. The CIS vendor will be expected to follow a proven test methodology as follows:

- ▶ Unit and Functional Testing of the CIS to make sure it meets all functional requirements
- ▶ System Integration Testing to verify proper integration to other Ukiah systems
- ▶ End-to-End Testing to verify that all systems work together seamlessly
- ▶ User Acceptance Testing with Ukiah personnel operating the system to verify all Ukiah business process needs are met

Excergy will recommend final acceptance and Go Live turnover using the new system only after all testing has been satisfactorily completed and Ukiah users feel comfortable with operating the system.

TASK 5 DELIVERABLES

- Review of Vendor Overall Field Test Strategy Document
- Reviewed test plans, procedures, results documentation

Task 6 — Operational Transition/Training

Excergy will work with CIS vendor to assure that they have developed an Operational Transition/Training Plan. Excergy has assisted other utilities in the adoption and operation of new CIS technology, including going through the "go-live" process. As such, significant lessons learned, and risk reduction strategies will be incorporated into the review of the vendor's Plan.

Training on operation and maintenance of the new system will be a key component of the Plan. Excergy will assure that the training plan addresses all aspects of CIS operation and that the training is delivered by qualified individuals in a manner that meets the need of Ukiah operations personnel.

The "Go Live" transition from the previous CIS to the new CIS is a very important aspect of this overall Plan. Excergy will assure that this has been thoroughly planned and documented and includes a back-out plan to return

to the existing system should problems occur in the transition process. then assist Ukiah in the implementation of the Plan.

After a successful “Go Live,” it is necessary to continue to closely monitor the system to assure it is operating effectively through a billing cycle. Excergy will assure that the CIS vendor stays engaged through this time of monitoring and final transition. All significant issues identified during this period must be resolved by the vendor prior to final payment and release

TASK 6 DELIVERABLES

- Review of Transition/Training Plan
- Review of Training documentation
- Review of “Go Live” Plan
- Review issues identified in Transition Monitoring

C. Project Team

Excergy's mission is to provide the right team of focused experts on each project we pursue—highly skilled senior consultants, comprised of experts in their fields, who understand the unique drivers, responsibilities, and needs of our clients. To best deliver the scope of services detailed in Section B, we are proposing three experienced consulting experts: Joel Westvold, John Beichman, and Patrick Noonan. Mr. Westvold, PMP, will serve as the Excergy Project Manager for the City of Ukiah and will utilize the technical expertise of Mr. Beichman and Mr. Noonan throughout the project. All work will be delivered via these Excergy personnel; no outside subconsultants or subcontractors will be needed or are proposed herein.

Table 2 below outlines the experience each brings to this engagement and their specific qualifications as related to those the City listed in Section 4.0 of the RFP. Full resumes are provided in [Appendix A, Resumes](#).

Table 2. Excergy Team Meets City Qualification Requirements

Key Experience		City-Required Qualifications
Project Manager  Joel Westvold, PMP	• MBA and Bachelor of Science in Chemical Engineering • PMI-Certified PMP; Project Management course instructor at several national conferences; several professional development courses including six Sigma and other Quality courses • 20 years of PM experience; 35 years of utility experience • Served as Program Manager supporting utility IT and OT systems planning, acquisition, implementation and integration projects involving AMI, MDMS, CIS and related technologies for 50+ clients • Led implementation of an award winning AMI project that involved the installation of over 800,000 electric meters, the network to communicate with the meters and integration of the technology with utility systems to gain the most financial benefit and efficiency possible	☒ Bachelor's Degree (related field) ☒ 5-8 years PM Experience ☒ PMP Certification ☒ Team Management Skills ☒ Conflict Management Skills ☒ Time Management Skills ☒ Communication Skills ☒ Strong Familiarity with PM Tools, Methods & Best Practices
CIS SME  John Beichman	• Master of Science in Information Resource Management • 30+ years of experience leading or supporting 20+ CIS strategy and selection engagements and fully immersed in the both utility best practices and the CIS application marketplace • Significant management consulting, application selection and CIS implementation project management expertise, including development of business use cases for requirements, selection and purchasing strategy as well as process mapping and development, integration test planning, QA and steering team coaching • Skilled at working with Executives and client teams to determine both functional and technical requirements	☒ Bachelor's Degree (related field) ☒ 5-8 years PM Experience ☐ PMP Certification ☒ Team Management Skills ☒ Conflict Management Skills ☒ Time Management Skills ☒ Communication Skills ☒ Strong Familiarity with PM Tools, Methods & Best Practices
Solution Architect/Project Engineer  Patrick Noonan	• 25+ years of experience providing technical and management consulting services for AMI, CIS, GIS, and related utility technology initiatives • 15+ years of experience providing solution architecture, system integration, and testing for utilities including Santa Clara/SVP, Fort Collins, SoCalEd, Halifax Water, and Tacoma Public Utilities system implementations • Provided business process design, testing, solution architecture, and project management services for IT, OT, & GIS maintenance process design and implementation; and IT/OT/GIS integration business architecture with CIS, CAD, EAM, TLM (transformer load management) for 30+ projects	☒ Bachelor's Degree (related field) ☒ 5-8 years PM Experience ☐ PMP Certification ☒ Team Management Skills ☒ Conflict Management Skills ☒ Time Management Skills ☒ Communication Skills ☒ Strong Familiarity with PM Tools, Methods & Best Practices

D. Experience and References

Excergy is driven by a belief in the transformative power of utility technology to make people's lives more meaningful, sustainable, and enjoyable. We have a thorough understanding and sensitivity to unique utility needs and drivers, and our client-specific methodology combines to reduce utility risk, enhance business operations, and maximize technology benefits.

We provide expert consulting and system integration/ implementation services on a wide range of technologies, business, and customer engagement topics and internal change management challenges that utilities face today. Our particular business focus is electric, gas, and water municipal utility projects—from feasibility studies, strategic plans, business cases, vendor selection, and all phases of the system implementation life cycle. Our unique Strategy, Planning, and Implementation expertise spans from initial needs assessment and technology roadmaps, to vendor Requests for Proposal (RFP), all the way through to successful implementation and “go-live” of a holistic and integrated systems (Figure 3). Excergy personnel have implemented or integrated virtually every major utility information technology system in the past 25 years, including Customer Information System (CIS), Advanced Meter Infrastructure (AMI), Enterprise Asset Management (EAM), Meter Data Management System (MDMS), Geographic Information System (GIS), Mobile Workforce and Work Management System (MWFM/WMS), Outage Management System (OMS), and Customer Portal and Communications. *We understand the entire utility “system of systems.”*



Figure 3. Excergy's Specialized Utility Services

Utility & CIS Expertise

With an average of 25 years or experience, Excergy professionals have guided many utilities on their technology and business journeys. Giving thorough consideration to stakeholder objectives, legacy technologies, regulatory drivers, strategic goals, incumbent staff, processes, and practices, our staff develops analyses that achieves lasting value for all stakeholders. We've deployed dozens of utility projects, have won several “Project of the Year” awards, have been brought in to rescue troubled projects for various utilities, and were asked by industry leaders to write the book on implementation best practices.

Excergy has extensive experience in the “meter-to-cash” systems of CIS, AMI/AMR, and MDMS, as well as the other utility IT/OT systems. Through these projects we have gained a complete and thorough understanding of the technologies, integrations, business processes, and utility personnel aspects required to meet the scope and goals of the City of Ukiah's CIS project.

For the customer billing system, Excergy's CIS/Customer Experience practice manager is a member of the proposed team. He has 30 years of information technology, application implementation, and system integration experience in a variety of industries. In particular, over the last 22 years, he has acquired extensive experience as an implementer and consultant providing business, project management, and technical services to the utility CIS market as a project manager, solution architect, and process analyst.

Our team's specific CIS competencies include:

- ▶ Developing multi-year project plans for multiple CIS implementations
- ▶ Writing functional and technical specifications for modifications to CIS systems including modifications for delinquency, charge calculation, bill print, service orders, notes, meter reading, and several modifications specifically in support of deregulation requirements

- ▶ Writing functional and technical specifications for interfaces between CIS systems and multiple other applications including ITRON handhelds, Interactive Voice Response (IVR), Cash Remittance Processors, Oracle financials General Ledger, Oracle financials Accounts Payable, and third-party invoice printing and bill presentment providers
- ▶ Managing the contractual and budgetary process between CIS vendors and their clients; developing data conversion from legacy CIS systems to new CIS; developing and testing of modifications to CIS systems performed both by vendors and third-party system implementers; managing the development and testing of interfaces to and from CIS including the development of integration test plans; and the CIS defect and issue tracking processes
- ▶ Developing AS-IS and TO-BE process mapping for all CIS related functional areas at multiple clients.

Vendor Neutral

Exergy's approach balances innovation with pragmatic business acumen. We are familiar with virtually all current and emerging CIS technologies as well as ancillary products and services. We are scrupulously vendor neutral and vendor independent and have no "partnership" arrangements or relationships with any vendors or other firms. As indicated in our past experience with many similar projects, our selection processes have resulted in multiple vendors chosen for our clients, indicating the unbiased nature of our methodology. This assures the Ukiah that our recommendations are the very best for your needs and requirements.

Related Project Experience

We have fine-tuned methodologies over many engagements to produce world-class tools and processes that have led to an unmatched record of successful project outcomes. We have performed a wide variety of operational technology and information technology projects for dozens of public and investor-owned utilities across North America as shown in Figure 4.

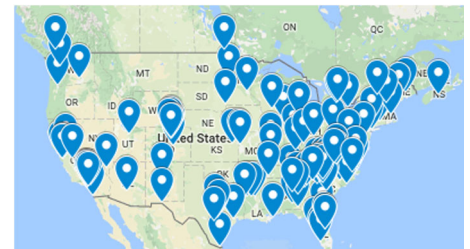


Figure 4. Exergy Client Locations

Table 2 below lists the most applicable vendor procurement and system implementation projects our team has completed in the last 5 years. As requested, project details for three of the most applicable are provided following the table. We are happy to provide client references upon request.

Table 3. Exergy Experience in Last 5 Years

	Project Management / Quality Assurance	Pre-Implementation / Implementation Plans	Procurement / Vendor Management	Requirements & Specifications	System Integration/ Testing / Deployment Mgmt.	Strategic Planning / Technology Roadmaps	Stakeholder Engagement / Org. Change Management	Business Process Design	Other Specialized Consulting	CIS System
Recent Projects										
Chesterfield County PUD (VA)	■	■	■	■	■		■			AUS Infinity
City of Fort Collins (CO)	■	■	■	■	■	■	■	■	■	Banner
City of Greenville (TX)	■	■	■	■	■		■	■	■	Tyler
City of Newport News (VA)	■	■	■	■	■		■	■	■	SAP
City of Santa Clara/SVP (CA)	■	■			■	■	■	■	■	Harris North Star
Consolidated Edison of New York	■	■	■	■	■	■	■	■	■	Custom

Recent Projects	Project Management / Quality Assurance	Pre-Implementation / Implementation Plans	Procurement / Vendor Management	Requirements & Specifications	System Integration/ Testing / Deployment Mgmt.	Strategic Planning / Technology Roadmaps	Stakeholder Engagement / Org. Change Management	Business Process Design	Other Specialized Consulting	CIS System
Halifax Regional Water Comm. (NS)	■	■	■	■	■	■	■	■	■	SAP
Huntsville Utilities	■	■	■	■	■	■	■	■	■	SAP
Intermountain Rural Electric Ass. (CO)	■	■	■	■	■		■	■	■	Harris, Cayenta
Merced Irrigation District (CA)	■	■	■	■	■	■	■	■	■	S&S enQuesta
Otter Tail Power Company (MN)	■		■	■	■		■		■	Harris, Cayenta
Tacoma Public Utilities	■	■	■	■	■	■	■	■	■	SAP

Project Descriptions

Merced Irrigation District—Vendor Selection/Procurement & Implementation

Merced Irrigation District (MID) with 9,500 electric meter is the 25th largest public utility in California, supplying electric service to commercial, industrial and residential customers in Eastern Merced County. In 2017, Excergy was contracted to assist MID with vendor selection for contracts involving AMI and MDMS as well overall project management oversight of AMI and Customer Information System (CIS) vendor selection, procurement and implementation. Scope includes requirements definition, existing and to be IT infrastructure identification, and vendor compatibility to ensure the vendors selected will meet the requirements for MID. Excergy serves as the program/ system integrator for the entire project, which is currently in the design and build phases with initial functional testing coming soon. Systems go live is expected in the first quarter of 2021.

Green Mountain Power—CIS & AMI Services

Green Mountain Power (GMP) is an electric utility in Vermont serving 260,000 customers. Excergy's John Beichman performed services for the full duration of the project from CIS function and fit selection (Oracle CC&B), business process mapping, business case development, implementation quality assurance, system integration test plan, and executive advisor to the steering committee. John's work at GMP started with the strategic discussion around the viability of continuing with an existing CIS or moving to a different CIS application. He worked with the GMP team and management to determine both functional and technical requirements, consulted on the full selection process, including development of business use cases for requirements, selection and purchasing strategy, and guided the team through the decision process itself. He stayed on with the implementation through the resultant phases doing process mapping and development, integration test planning, QA and steering team coaching. Project included extensive use of Oracle's SOA products for integration, as well as deployment of MDMS (Oracle) and full AMI (Elster) rollout.

Otter Tail Power Company—CIS Project Services

Otter Tail Power Company is an investor-owned electric utility that provides electricity for 130,000 residential, commercial, and industrial customers in Minnesota, North Dakota, and South Dakota. Their CIS replacement project (Harris Cayenta) is currently underway. Excergy's John Beichman performed initial services around business process mapping and executive advising. He is also serving as the third-party quality assurance and steering team advisor monitoring the implementation project. Other Excergy personnel provided Organizational Change Management advisory services for this project from alignment assessment through planning and support

for implementation and testing. Project in progress; on time, on budget through Selection, Contracting, Analysis & Discovery Phase, Testing.

Huntsville Utilities (AL)—AMI Business Case, Vendor Selection, & Implementation

Huntsville Utilities (HU) serves 320,000 electric, water, and gas customers. Excergy was contracted to assist HU with creating the feasibility/business case for AMR/AMI as well as vendor selection for contracts involving AMI, MDMS, and the Meter Installation Vendor (MIV). The project includes requirements definition and analysis of benefits, existing IT infrastructure, meter populations, and vendor compatibility to ensure the vendors selected will meet the requirements for Huntsville. Excergy guided HU through procurement evaluation and contract negotiations for Landis + Gyr (AMI); Sensus (metering); Smart Grid Solutions / Aclara (Meter Installation); Omnetric (MDMS). We were also selected as the program/system integrator for the entire project, which is currently under deployment with an early 2020 completion date.

Tacoma Public Utilities (WA)—AMI Smart Grid Solution and Data Analytics Services

Tacoma Public Utilities (TPU) is the largest department in Tacoma City government, with an annual budget of ~\$1.2 billion and 1,378 employees. Excergy personnel are providing technical consultation, program management, and systems implementation services for their AMI solution acquisition and deployment. Excergy's scope of work included business case update and validation; program/project management; procurement support; systems test plan/acceptance testing; implementation of multiple project components, including AMI, MDM, SAP CIS, Web Portal; Change Management Plan/Execution; Project Reporting; Transition/Training; Deployment Management; and Business Process Transformation. Excergy was also selected to develop the Data Analytics operations at TPU including governance, organization structure, vision, and use case development.

E. Fee Proposal

Excergy proposes to perform the enclosed Scope of Work for a not to exceed fee of \$ 143,131 including expenses, as shown in Table 4.

Table 4. Not to Exceed Project Fee, Hours by Task, Staff Rates

Task #/Description	Project Manager	Executive Consultant	Principal Consultant	Total
	Joel Westvold	John Beichman	Patrick Noonan	
	\$ 199.00	\$ 214.00	\$ 199.00	
Task 1 - Project Management	92	7	7	106
	\$ 18,308	\$ 1,498	\$ 1,393	\$ 21,199
Task 2 - Functional Requirements/Solutions Architecture	4	31	53	88
	\$ 796	\$ 6,634	\$ 10,547	\$ 17,977
Task 3 - RFP, Vendor Selection & Contract Negotiations	40	51	4	95
	\$ 7,960	\$ 10,914	\$ 796	\$ 19,670
Task 4 - Project Management - Delivery	220	9	9	238
	\$ 43,780	\$ 1,926	\$ 1,791	\$ 47,497
Task 5 - System Testing & Acceptance	9	18	53	80
	\$ 1,791	\$ 3,852	\$ 10,547	\$ 16,190
Task 6 - Operational Transition & Training	7	22	31	60
	\$ 1,393	\$ 4,708	\$ 6,169	\$ 12,270
Total Hours	372	138	157	667
Labor Price	\$ 74,028	\$ 29,532	\$ 31,243	\$ 134,803
Reimbursable Expenses	\$ 5,552	-	\$ 2,776	\$ 8,328
Total Price	\$ 79,580	\$ 29,532	\$ 34,019	\$ 143,131

Expenses

Travel expenses will be submitted for reimbursement on an actual and reasonable basis, and are estimated to be \$8,328, which will be invoiced monthly, at cost. Excergy does not charge for time spent traveling. Per diems are not charged; however, if the City prefers per diems over actual expenses, we are happy to oblige.

Excergy will seek to minimize expenses through the use of government contractor rates and teleconferences whenever possible.

Hourly Fee Schedule

Excergy's current hourly rate fee schedule is provided in Table 5 below. Note the Fully Burdened Labor Rates listed below include all direct labor rates, benefits, taxes, overhead, general and administrative costs, any other indirect costs and fee/profit. The rates exclude project travel costs such as airfare, train, lodging, tips, employee meals, auto rental, auto rental fuel, personal vehicle mileage, airport parking, and taxi service, which will be billed at cost.

Table 5. Excergy 2020 Hourly Rate Schedule

Role	USD Bill Rate
Executive Consultant	\$ 214.00
Senior Program Manager	\$ 214.00
Master Solution Architect	\$ 214.00
Principal Consultant	\$ 199.00

Role	USD Bill Rate
Project Manager	\$ 199.00
Solution Architect	\$ 199.00
Software/Test Engineer	\$ 184.00
Consultant	\$ 184.00
Associate Consultant	\$ 169.00
Analyst	\$ 154.00
Admin	\$ 139.00

1. Billing rates for subsequent years will automatically be adjusted annually by 3.0 percent (3%) on a compound basis.
2. Billing rates will be automatically adjusted and increased by twenty-five percent (25%) for all time charges directly associated with the preparation and delivery of expert testimony.

Taxes

These rates and estimates are exclusive of taxes. The taxes relating to applicable services are the sole responsibility of the City of Ukiah.

Assumptions

The following general assumptions apply to this project plan:

- ▶ Excergy's pricing to implement this Scope of Work is based on a timely start and timely completion of tasks and subtasks.
- ▶ The City will handle any contractual matters with the selected CIS vendor.
- ▶ City personnel are available to support the project as needed for workshops, meetings, etc.
- ▶ Deliverable documents will be in Microsoft Office, including MS-Word, PowerPoint, Excel, MS-Project, Visio and Adobe PDF.

Billing and Payment Terms

Excergy will invoice the City of Ukiah monthly for actual labor and expenses incurred on the required tasks.

Payment terms are net thirty (30) days. Excergy reserves the right to charge one and one-half (1.5%) percent per month, or the maximum rate permitted by law, whichever is greater, on any balance remaining unpaid after thirty (30) days.

Contract Terms and Conditions

Terms of this proposal remain valid for 90 days from date of submittal. Excergy Corporation reserves the right to negotiate any terms and conditions of the written agreement relating to this Scope of Work for the City of Ukiah.

F. Proposed Project Schedule

Excergy's proposed project work schedule is provided as Figure 5 below. We acknowledge that actual dates and milestones will be adjusted when project planning is complete.

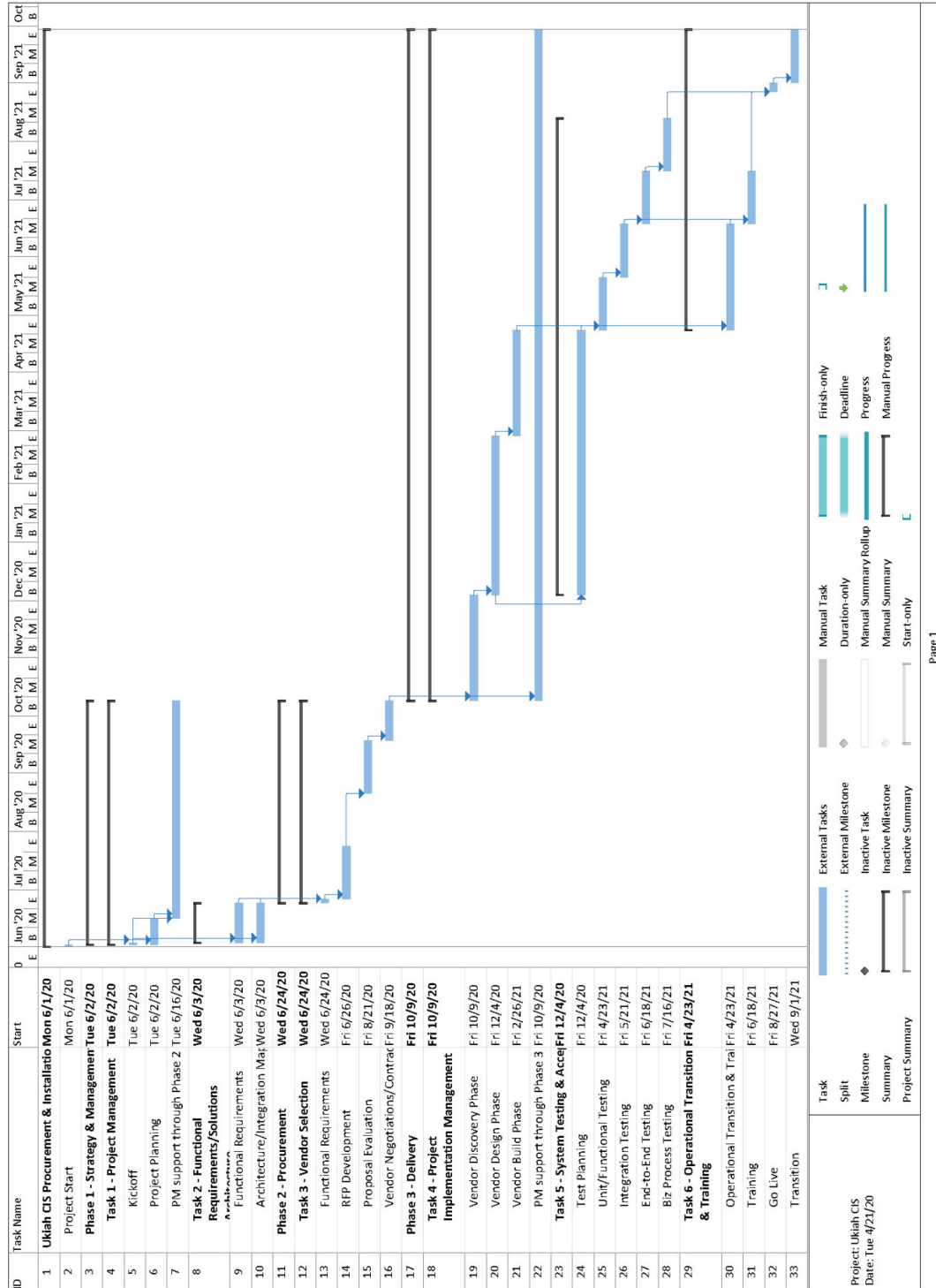


Figure 5. Proposed Project Schedule

G. Exceptions

Excergy Corporation has reviewed the Scope of Services provided in Section 3 of the RFP, Insurance Requirements for Consultants provided in Attachments A and B of the RFP, and draft Agreement for Professional Consulting Services provided in Attachment A of the RFP, and takes no exceptions.

Appendix A: Resumes

This section contains the full resumes of the following proposed key resources:

- ▶ Joel Westvold
- ▶ John Beichman
- ▶ Patrick Noonan

JOEL WESTVOLD, PMP PROGRAM MANAGER

Mr. Joel Westvold brings a unique perspective to addressing Smart Grid issues facing utilities based upon his experience in implementing programs at utilities and providing technology solutions to utility customers to meet their Smart Grid needs. With 35 years of experience, Joel has served in a senior management capacity for a large electric utility and as management executive with a technology solutions provider to the utility industry. While working for Portland General Electric, Joel led a team that implemented an award winning AMI project that involved the installation of over 800,000 electric meters, the network to communicate with the meters and integration of the technology with utility systems to gain the most financial benefit and efficiency possible. In his role with technology provider, Sensus, Joel led teams of Engagement Directors and Project Managers in the delivery of nearly a hundred Smart Grid projects, including an area of focus on several large projects of over 1 million meters/endpoints. Joel's passion is doing everything possible to see clients succeed in their Smart Grid projects. He brings a number of skills ranging from project management, engineering expertise, strong people management, and communications at all levels within the organization.

Work History / Project Experience

Excergy Corporation – 2015 to Present

Executive Consultant/Program Manager

Greenville Electric Utility System, TX. Program Manager and Executive Consultant for Systems Integration, Analytics, Meter Installation and Deployment of AMI for 14,000 electric meters and water meters in the future.

Halifax Regional Water Commission, Nova Scotia, Canada. Program Manager and Executive Consultant for Systems Integration, Analytics, Meter Installation and Deployment of AMI for 85,000 water meters. Scope managed also includes Organizational Change Management, Business Process, and Vendor Management activities.

Tacoma Public Utilities, WA. Executive Consultant developing a Business Case Narrative to justify water and electric AMI deployment program.

Huntsville Utilities. Program Manager for AMI Deployment of 187,000 electric meters, 92,000 water modules and 49,000 gas modules. The project involves physical deployment activities and Procurement/Vendor Selection, System Integration, Business Process and Organizational Change Management support.

Contra Costa Water District, CA. Project Manager for AMI technology evaluation and strategy development.

City of Santa Clara, Silicon Valley Power, CA. Program Manager for Systems Integration, Meter Installation Vendor Selection and Deployment of AMI for 50,000 electric meters. Scope managed also includes Organizational Change Management and Business Process activities.

Merced Irrigation District, CA. Program Manager for AMI, CIS, and MDMS procurement and deployment for a 10,000 electric meter customer utility.

Portland General Electric. Executive Consultant for a project to provide an analysis of Day 2 AMI opportunities to be formulated into a technical roadmap for future implementation. Scope included DMS elements.

Santa Clara Valley Water District, CA. Project Manager for IT Strategic Plan development.

Education

Executive MBA

University of Washington, Seattle (2005)

B.S., Chemical Engineering
Oregon State University (1983)

Certified Project Management Professional, Project Management Institute

Several professional development courses including six Sigma and other Quality courses

Area of Expertise

- > Program Management
- > Corporate Management
- > Smart Metering
- > Utility Consulting
- > System Integration & Implementation

Certificates and Awards

Qualified as a Leadership for Excellence Instructor

Certified as a Lead Nuclear Quality Auditor per 10CFR50, Appendix B

Presentations & Publications

- > "Successful Utility Project Management – The Art and Science," Co-instructor, DistribuTECH 2018 and 2019
- > "Smart Metering 101 and Advanced Smart Metering," Co-instructor, EUCI March 2018
- > "Overcoming Challenges in AMI at Silicon Valley Power," Co-presenter, DistribuTECH 2016
- > "Update on Sensus Services Offerings," Sensus Users Conference, November 2013

Seattle City Light. Supported the AMI deployment of over 400,000 electric meters through the development and maintenance of an overall project plan/schedule.

Sensus USA – 2010 to 2015

Senior Director, Customer Engagement

Management responsibility for a group of Engagement Directors overseeing the delivery of Large Utility AMI projects including Southern Company, Philadelphia Electric, NV Energy, Portland General Electric, Sask Power, SMECO, Albuquerque Water, and others. Provided executive consulting to those utility clients to assure that their decision making process was sound and supported achievement of business objectives. Direct engagement responsibility for the Award winning 1.2M electric meter/150,000 gas endpoint NV Energy AMI deployment providing expert consulting to NV Energy senior management and assisting in the program management of the deployment effort from a Smart Grid/AMI technology vendor perspective. Also managed a group of over 50 Sensus Project Managers in the delivery of Smart Grid/AMI projects of all sizes for water, gas and electric utility customers. This included development of a standardized approach to project delivery to enable efficient and effective implementation of projects. Management responsibility for the development and growth of the Sensus services business, providing Managed IT Services, Professional Consulting Services, Project Management, Training, and Technical Support Services.

Portland General Electric – 2006 to 2010

AMI Director

Management responsibility for the deployment of an 825,000 electric meter AMI project. Responsibilities included evaluating technology and deployment offerings, negotiation of contracts with technology and deployment providers, coordinating regulatory approval of the project, assembling and managing a team responsible for meter deployment, internal and external communications, network deployment, system acceptance testing, and integration of the AMI system with other utility systems and business processes. This project was completed on schedule and within overall budget and derived the benefits committed to the Public Utilities Commission. The project also received the 2010 Utilimetrics Award for the Large Project of the Year. Also led the effort to develop an industry users group to share technical issues facing utilities implementing Smart Grid/AMI solutions and served as the first President of the organization.

Portland General Electric – 2004 to 2006

Ethics and Compliance Manager

Developed and implemented PGE's Ethics and Compliance program, managing a small team of professionals that tracked compliance efforts and investigated potential ethics violations.

Portland General Electric – 1989 to 2004

Various Nuclear Management Positions

Held Project Management, Quality Assurance, Nuclear Oversight and Regulatory Affairs management positions within PGE, finishing with management of large decommissioning projects associated with Spent Nuclear Fuel storage and nuclear waste disposal at the Trojan Nuclear Plant.

Sacramento Municipal Utility District – 1986 to 1989

Associate Engineer, Nuclear

Engineering and Quality Assurance responsibilities in the operation of Rancho Seco Nuclear Power Plant.

Department of Defense, Pearl Harbor Naval Shipyard – 1983 to 1985

System Test Engineer

Responsible for testing of nuclear systems on submarines based in Pearl Harbor.

JOEL WESTVOLD

Mr. John Beichman has 30 years of information technology, application implementation, and system integration experience in a variety of industries providing direction and vision-driven leadership in a team-oriented setting. He has demonstrated a strong ability to understand business needs, find technical solutions and successfully implement those solutions. Articulate in presentations, public speaking and conversation, he grasps big picture situations and easily separates them into smaller manageable segments, exercising a balanced approach to complex situations. He has acquired experience as an implementer and consultant providing business, project management, and technical services to the utility CIS market as a project manager, solution architect, and process analyst serving the CIS marketplace. Specific CIS competencies include:

- > Developed multi-year project plans for multiple CIS implementations
- > Wrote functional and technical specifications for modifications to CIS systems including modifications for delinquency, charge calculation, bill print, service orders, notes, meter reading, and several modifications specifically in support of deregulation requirements
- > Wrote functional and technical specifications for interfaces between CIS systems and multiple other applications including ITRON handhelds, Interactive Voice Response (IVR), Cash Remittance Processors, Oracle financials General Ledger, Oracle financials Accounts Payable, and third party invoice printing and bill presentment providers
- > Managed the contractual and budgetary process between CIS vendors and their clients; the development of data conversion from legacy CIS systems to new CIS; the development and testing of modifications to CIS systems performed both by vendors and third-party system implementers; managed the development and testing of interfaces to and from CIS including the development of integration test plans; and the CIS defect and issue tracking processes
- > Developed AS-IS and TO-BE process mapping for all CIS-related functional areas at multiple clients

Work History / Project Experience

Excergy Corporation – February 2015 to Present

Executive Consultant, CIS/CX/FIS Practice Director

Provide consulting services to utilities in the areas of back office services including CIS, Consumer Experience, and Financial Information Systems.

Suite 401 Consulting, LLC Waterville, Maine – 2010 to 2015

Sole Proprietor

Provide management, technology and project consulting services to various clients including:

Education

A.B. (Honors), **Harvard University, 1978**

M.S., Information Resource Management, **Syracuse University 1983**

Area of Expertise

- > CIS and billing
- > Bill design & Electronic bill presentment
- > Utility Customer Experience Strategy
- > Utility Call Centers
- > Business & IT Plans
- > Change Management
- > Business Analysis
- > Project Quality Assurance
- > IT Strategy
- > Technology Evaluation and Deployment
- > Business Requirements Identification
- > Process Improvement
- > Strategic Planning
- > Major System Implementations Project Management
- > Cross-Functional Team Leadership
- > Team Motivation
- > Staff Management

Industry Experience

Includes:

- > Utilities: Electric, Gas, Water, Green Power, Municipal and IOU
- > Non-profit
- > Manufacturing both Discrete and Process

Otter Tail Power, Fergus Falls MN: Delivered process mapping training and services delivery in preparation for CIS selection and implementation. Provided management consulting to both steering and project teams. Currently providing QA services.

EMTEC/First Advantage, Indianapolis, IN, Atlanta, GA & St. Petersburg, FL: Project manager and functional solution architect for a multi-million dollar multi-source invoicing integration project for a 350M financial services company post M&A. Work involved business process mapping, executive level advising, project management including oversight of off-shore development resources and quality assurance for system integration.

Green Mountain Power, Burlington VT: Provided oversight and quality control on selection of software for DOE funded Smart Grid Projects. Lead business process mapping training and service delivery in preparation for new Smart Grid systems' implementation. Provided management consulting to steering team, quality control oversight, wrote integration test plan, oversaw and provided transition services change of project leadership team, developed integrated project plan across multiple vendors, developed system test and performance test plans.

GAS RECOVERY SYSTEMS (GRS), Livermore, California – 2002 to 2007

Served as Chairman and Independent Director/Trustee for this landfill based gas and electric power producer with 28 generation plants producing 124 megawatts of green power in 8 U.S. states with over \$55M in annual revenues. He was Entrusted with business liaison operations and strategic activities associated with environmentally sensitive / highly regulated power plants. Spearheaded collection of acquisition debt payments required to support cash flow. Provided approval authority for annual and multi-year operational / capital budgets as well as establishing audit committee and granting agreement on all audited financial reporting and taxes.

REKADOM, INCORPORATED, Waterville, Maine – 1998 to 2003

As Founder and President he provided implementation and consulting services for electric, gas, water, municipal and investor owned utilities serving 3 countries and 10 U.S. states with annual revenue in excess of \$3.0M. He provided CIS executive level consulting services and/or project management at AllEnergy, LLC, Charlotte County Utilities, Citizen's Gas & Coke Utility, City of Provo Power & Water, Jamaica Public Service Company, Lee County Electric Co-operative, Philadelphia Suburban Water, Public Service of New Mexico, TNPE, Inc., and Toronto Hydro Electric System.

SOLE PROPRIETOR, Waterville, Maine – 1997 to 1998

Delivered Information Technology and project management consulting services as a business liaison operating between multiple parties to plan and execute system integrations for a utility client, generating over \$240K in revenue.

BANGOR HYDRO-ELECTRIC (wholly owned subsidiary of Emera, Inc.), Bangor, Maine – 1994 to 1997

For this provider of electrical / utility services to more than 110,000 customers, performed as the project manager for the implementation of a new CIS and oversee general technology changes that drove a 5 year technological plan. Partnered with a business project manager and served as liaison to strategize on projects. Created cross-functional IT and business project team of 12 initial core individuals, growing to a peak of 28 including contractors and vendor personnel. Mr. Beichman delivered critical project milestones while keeping within the \$7M budget despite a grossly underestimated vendor project cost proposal, decreased employee costs over \$250K annually as a result of automating billing for a large industrial customer base, reduced inaccurate meter reading over 90% and avoided re-bill activities due to automating the meter reading system with data integration into the customer information system, and saved over \$160K per year due to eliminating walk-in payments at remote offices.

JOHN C. BEICHMAN

PATRICK J. NOONAN, GISP SOLUTION ARCHITECT

Patrick Noonan has 25 years of experience providing technical and management consulting services for geographic information systems (GIS), AMI and other information technology initiatives. He is an expert in providing IT and management consulting services for geospatial and related technology project implementations. His expertise includes providing solution architecture, strategic planning, business process, testing program management, training, implementation and integration services to utilities and municipal organizations nationwide. His experience includes business process design for GIS maintenance and implementation, AMI and OMS; as well as data conversion and conflation, including specifications, design, management, data modeling and database design, as well as Water utility conflation/conversion and program management. Patrick has conducted software development lifecycle testing and training program development and management for large, multi-interface project implementations, and has coordinated product vendor, testing vendor, end user testing, and deployment roll-outs for large multi-year IT programs.

Work History / Project Experience

Excergy Corporation – 2016 to Present

Principal Consultant/Solution Architect

Mr. Noonan is responsible for expanding the firm's GIS capabilities and service offering and for developing testing and training programs to support project implementations. He is also responsible for IT architecture specific to Smart Meter operational technologies. Representative projects include:

Tacoma Power, WA. Project manager and GIS SME. Captured use cases and developed a geospatial roadmap & governance plan to support the utilities migration and evolution from GESW and OMS to Esri and ADMS.

Intermountain Rural Electric Association (IREA), CO. Solution architect supporting the implementation of a graphic work design solution that is integrated with its Esri ArcGIS.

Merced Irrigation District, CA. Test engineer and solution architect responsible for overseeing the integration and user acceptance testing for MID's electric AMI meter replacement project.

Chelan County Public Utilities District, WA. Helped analyze and provide recommendations to help finalize the County's IT/OT strategic roadmap.

City of Fort Collins Utilities, CO. Project Manager and GIS SME. Captured geospatial data, desktop utilization, mobile usage, and integration requirements to develop a 10-year strategic technology roadmap comprised of six business releases. Later served as enterprise architect to capture integration requirements between CIS, AMI, Asset Management, ADMS, and GIS applications. Also previously served as test engineer for Maximo – Data Splice asset and work management application deployment.

Silicon Valley Power, CA. System architecture and test engineering to identify AMI MeterConnect components and determine required testing to support a soft launch of SVP's AMR to AMI migration.

Halifax Water, Canada. Test engineer responsible for developing, administering, documenting, and troubleshooting test cases for the utilities AMI project implementation.

Education

M.S., Geography
University of South Carolina

B.S., Economics and
Geography
**University of California, Santa
Barbara**

Areas of Expertise

- > IT Strategic Planning
- > Systems Architecture Design
- > Testing and Training
- > Project Management
- > Business Process Modeling and Optimization
- > GIS Program Implementation

Certifications

Certified Geographic Information
Systems Professional (GISP),
#91783

Publications & Presentations

- > "Challenges to Implementing an Enterprise GIS Landbase Maintenance Program," GIS in the Rockies, September 2016
- > "Enterprise GIS Best Practices," GIS in the Rockies, September 2009
- > "Digital Plan Submittal City of Charlotte/Mecklenburg County." ESRI Users Conference Proceedings, July 2003.
- > "Water Data Model Development within Charlotte-Mecklenburg Utilities." ESRI Users Conference Proceedings, July 2003.

ElectriCities, NC. IT Roadmap creation to identify strategies, gaps, projects, and technologies to support ElectriCities services footprint over the next five-ten years. Project is considering how to include “disruptive technologies” such as Distributed Energy Resources, Cyber Security, etc. as part of overall IT strategy.

Cyient Inc. & Southern California Edison – 2011 to 2015

Business Architect and Senior Technical Consultant

Mr. Noonan was responsible for maintenance, analytics, and reporting solutions for the companies centralized GIS project, including business process design, requirements, design, and support during implementation. He served as a conduit between customer and offshore technical team and as a catalyst for landbase strategy and maintenance implementation to support utility GIS using Map 3D, GESW, and Esri platforms with Oracle Spatial DB. Specific engagements include:

Southern California Edison, CA. Phase I – Business Architect for Cyient team to assist with data conflation and consolidation requirements, database design, system interface and application design, and with system and user acceptance testing.

Southern California Edison, CA. Phase II – Senior Business Analyst working for SCE responsible for landbase maintenance, CIS meter mapping automation, and GIS web viewer programs including business requirements, artifacts to support system requirements, business process, integration, system, and user acceptance testing, deployment rollout, training, and ongoing program support.

PJN Consulting, Inc. – 2001 to 2016

President and Principal

Xcel Energy, MN. GIS architecture assessment to identify strengths and weaknesses of the utility’s existing enterprise GIS program. Over thirty recommendations were presented by Mr. Noonan for improving the utilities GIS architecture.

Southern California Edison, CA. Solution architect and senior business consultant for multi-year GIS implementation project to re-conflate utility data to single data repository and then utilize new and legacy applications for data maintenance.

Gwinnett County, GA. Business process and pilot project implementation for electronic plan submittal service offering to development community to expedite plan design review.

Orange County, NC. System integration process mapping for integrated land records system between multiple County departments.

City of Charlotte, NC. Developed a three year strategic plan for enterprise GIS program development and managed implementation of several of the initiatives that were identified.

Charlotte-Mecklenburg Utilities, NC. Project consultant for starting GIS program transforming organization from paper and CAD records management to centralized GIS database.

City of Indianapolis, IN. Developed a four year Strategic Plan for the City’s GIS Team to identify strategic objectives and establish budgeting requirements.

Convergent Group/UGC Consulting – 1995 to 2001

Senior Technical Consultant and Project Manager

Mr. Noonan served as a senior member of the Public Sector Client Services Division and as a subject matter expert in GIS and land records management. His experience included project management, cost benefit analysis, GIS conversion specifications, database modeling and design, data conflation, GIS application requirements, business process design, and user needs assessments and requirements gathering. Key clients included Mecklenburg County, Charlotte, NC; Grand Valley REGIS, Kent County, MI; City of Grand Rapids, MI; City of Indianapolis/Marion County, Indianapolis, IN.

Appendix B: Additional Information

While not part of the proposed scope of services requested in the RFP, we are providing a description of our holistic project approach that many of our customers choose to follow during CIS implementation. Excergy believes it is important to consider not only the technology but also the people and process aspects of the implementation. This information is provided to assist the City in understanding our full capabilities to support your CIS Project Management engagement.

Business Process Transformation

With the implementation of a new technology, the processes used by the utility may need to change to most effectively take advantage of this technology. These changes will likely improve the efficiency of the City and have a positive impact on customer service.

Excergy approaches business process transformation by first conducting a business process impact assessment to identify the existing organizations, business processes, and systems that will be impacted by the selected CIS software implementation. This assessment initiates the appropriate business process reengineering activities to prepare for the CIS solution.

Once the assessment is complete, Excergy employs a three-stage implementation to effectively transform the utility's business processes. The first stage prepares for the CIS vendor workshops and produces estimated to-be business process models for the project and its impacted technologies and business. The second stage produces additional models that were not needed for the vendor workshops and produces a complete set of materials. The third phase refines these models based on the Design/Build Phase of the project and development activities that occur as the vendor design decisions are finalized.

In the first and second stages of Business Process work, Excergy facilitates business process assessment sessions with the utility to identify the day-to-day business processes that will be affected by the CIS project. Initially, the sessions address the "as-is" or current business practices, and then produce a baseline set of "to-be" future state, new CIS technology enabled, business processes. To accomplish this, Excergy uses our reference models, vendor information, and past experience to facilitate these sessions. Gaps are identified between each CIS enabled business process and the utility's existing business processes.

Our reference models provide a baseline "to-be" state for the process workshops and are organized by the major process groupings, such as:

- ▶ Manage customer interactions and customer service.
- ▶ Schedule, assign, perform, and close field work specifically related to customer service.
- ▶ Provide back-office support.

The goal of the workshop sessions is to assess the following:

- ▶ If the CIS enabled business processes accurately reflect the utility's goals and vision and to ensure alignment with the culture, organization, and any other applicable constraints (such as the governing body).
- ▶ At a high-level, the major known gaps, benefits, and risk areas associated with the future state, CIS enabled, business processes.

Stakeholder Engagement & Communications

Of the many lessons learned in CIS projects over the past decade, one of the most important is how critical it is to plan, manage, and engage stakeholders to build understanding and align expectations. For municipal utilities, effective engagement is not only essential to successful project implementation, but also aligns with and enhances the historic relationship between the utility and the community it serves. Excergy staff managed the research and development of APPA's *Smart Grid Customer Engagement Essentials*. We also received recognition from the Department of Energy as best-in-class for ARRA smart grid communications efforts. This work combines with our planning and implementation experience for effective strategy and efficient implementation.



Both internal and external stakeholders need to be engaged to address the needs of the community and support successful project implementation. Working with staff, Excergy consultants assess overall stakeholder endorsement levels and methods used, then develop engagement strategies leveraging—and perhaps expanding—those methods.

The goal of stakeholder engagement is to effectively inform and engage the supporters while minimizing the impact of resistors, by offering factual responses to concerns and options to meet their needs. For example, there are three known topics of concern that must be addressed in CIS projects: (1) price/rates; (2) privacy and data security; (3) data accuracy. Although public resistance to CIS projects is minimal, recent experiences indicate that utilities must be prepared and address these issues nonetheless.

Excergy develops clear plans for Stakeholder Engagement/ Communications that leverage existing utility practices and address both strategy and tactical implementation.

Organizational Change Management

The transformative nature of technology projects requires that staff adjust work processes and routines to effectively use the systems and realize the significant benefits both internal and external to the organization. This change needs to be handled efficiently and effectively thereby reducing staff apprehension and providing the tools they need to succeed. This task supports successful project implementation through internal OCM.

Effective OCM is grounded in basic human psychology, starting with addressing each individual's question, "What's in it for me?" Once that is addressed, there is receptivity to building the knowledge necessary to influence attitudes and support behavior change, such as a new way of performing job duties. For example, in the case of CIS projects, reassignment of certain staff (e.g., customer service and billing personnel) based on the new technology capabilities is an issue that must be forthrightly addressed early in the process.

Over the past few years, effective OCM has been recognized as a critical success factor for technology project implementation. The job of change management is to fundamentally move people as efficiently and effectively from the current state to high performance in the new environment.

Excergy works with utilities to develop an OCM approach that includes practical and effective activities designed to support the transition of people and processes to realize the benefits of the new technology. This OCM plan provides strategies and details tactics that maximize performance prior to, during, and after the technology implementation.

Excergy uses a proprietary Alignment Optimization methodology, which is based on Nobel Prize-winning work on how individuals and teams make effective decisions and take coordinated action. This technology-enabled consulting methodology—combined with traditional consulting and facilitated workshops—creates both a unified vision and a powerful drive toward effective implementation.

Experience shows that having a clear and unified vision for a technology project from the outset greatly enhances project success.



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. 2020 City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

Among other items, Council will consider the potential addition of the following ad hoc that was introduced during discussion of this agenda item at the meeting on 6/17/2020:

Proposed Title: Diversity and Equity Ad-hoc

Proposed Scope: With community engagement, develop an action plan to foster diversity and equity in the organization and our community. Review policies, practices, and procedures to promote and enhance equal participation and access to services, resources, and life opportunities and to ensure our organization accurately reflects the diversity of our community.

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

ATTACHMENT 1

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT	
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com	
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Mulheren	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com	
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com	
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com	
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com	
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com	
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com	
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com	
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com	
Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room	Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Noble Waidelich, Police Lieutenant	Noble Waidelich, Police Lieutenant; 463-6249; nwaidelich@cityofukiah.com	
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations	651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com	

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482	275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced	Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco, Alternate Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210	1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482	511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA	151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Mulheren/Orozco White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHS Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services	Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison , Fire Chief; 463-6263; dhutchison@cityofukiah.com
Mendocino County 5th District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 5th District Supervisor	Brown	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
Downtown Parking Management	Mulheren/Brown	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Public Works Project Specification Development	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Uniform Cost Accounting	Crane/Mulheren	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Marbut Study Ad Hoc	Brown/Scalmanini	Justin Wyatt, Police Operations Captain, 463-6760 jwyatt@cityofukiah.com
Cannabis Events	Mulheren/Brown	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Public Right of Way Related ADA Compliance	Scalmanini/Orozco	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mayor Rotation Guidelines	Brown/Crane	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
2020 Rate Study for Sewer	Brown/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Budget Development Best Practices and Financial Policy For FY 20/21 Budget	Crane/Brown	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sheri Mannion, Human Resource Director/Risk Manager; 463-6272, smannion@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Scalmanini	Sage Sangiacomo, City Manager 463-6221 ssangiacomo@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
2020 Electric Rate Study	Crane/Scalmanini	Mel Grandi, Electric Utility Director; 463-6295 mgrandi@cityofukiah.com



AGENDA SUMMARY REPORT

SUBJECT: Consideration of a Resolution Approving Service Level Changes Due to Economic Impacts Related to COVID-19 Pandemic and Other Service Level Reductions.

DEPARTMENT: City Manager / Admin **PREPARED BY:** Sage Sangiacomo, City Manager, Sheri Mannion, H.R. Director/Risk Manager
PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

None

Summary: Council is being asked to consider adopting a resolution approving service level changes due to economic impacts related to the COVID-19 pandemic and other service level reductions.

Background: The COVID-19 pandemic has caused unprecedented financial impacts to the City's financial health. Based upon these constraints, Council approved the Fiscal Year 2020/2021 budget with the understanding that staff would be coming forth with a recommended plan to reduce costs in the form of service level changes and reductions.

Discussion: Per the approved budget, it is necessary to reduce costs by approximately \$320,000. At the Council meeting, the City Manager will discuss a service level change and reduction plan for Council's consideration.

A resolution for the item is under development and will be provided at the Council meeting.

Recommended Action: Adopt a resolution approving service level changes due to economic impacts related to COVID-19 pandemic and other service level reductions.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sheri Mannion, Human Resources/Risk Management Director

Approved: 
Sage Sangiacomo, City Manager