

**Solicitation Number: RFP #030321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Xerox Corporation, 201 Merritt 7, Norwalk, CT 06851-1056 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor's warranties for Equipment, Products, and Services furnished to Participating Entities will be as stated in Vendor's additional terms or warranty documents provided at the time of the transaction and subject to the limitations therein. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Unless clearly noted in the order documents, equipment and products must be delivered to the Participating Entity as operational. Unless the equipment or services is preceded by a trial order, the equipment will be deemed accepted on the equipment's installation date, which is the date Vendor determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the Participating Entity's use. The Installation Date for equipment and software designated as "Customer Installable" will be the equipment delivery date.

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

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

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased, provided that such termination will be effective as of the date of the beginning of the period for which funds have not been appropriated. Any leased equipment will be returned by the Participating Entity in good working condition, wear and tear accepted. This provision does not apply to non-government Participating Entities;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following written notice and opportunity to cure.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

Customer Contact Name, Customer Contact Email Address, and Customer Contact Telephone Number will be included in Vendor reports so long as the Participating Entity registers the Equipment on the Vendor's meter portal for meter submission.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent such defect is proximately caused by the negligent acts or omissions, or willful misconduct of the Vendor in the performance of its obligations under this contract and to the extent the Equipment, Product, or Service has been used according to its specifications. Vendor does not agree to indemnify the Participating Entity due to any negligent or willful act on the part of the Participating Entity, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a Vendor officer, employee, or agent.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a limited royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating

Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. Vendor will not indemnify the Sourcewell Participating Entity, its officers, employees, volunteers, and agents for any infringement caused by complying with the Participating Entity's requirement to use, or the Participating Entity's use of, the Vendor-branded/supplied equipment with equipment or software not provided by Vendor.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, any additional costs incurred by Sourcewell as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure of a minimum of 30 days must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any applicable orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per claim

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy for claims caused by the negligent acts or omissions of Vendor with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

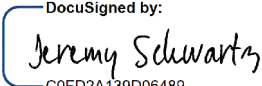
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

22. CANCELLATION


Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Xerox Corporation


DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
7/2/2021 | 7:39 AM CDT
Date: _____

DocuSigned by:

F9472944D2F0449...

By: _____
Rachael Jones Turner
Title: Director SLED Cooperative Contracts
7/2/2021 | 10:29 AM CDT
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
7/2/2021 | 10:38 AM CDT
Date: _____

RFP 030321 - Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories, and Services

Vendor Details

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

Submission Details

Created On: Wednesday January 13, 2021 14:57:00
Submitted On: Tuesday March 02, 2021 15:15:58
Submitted By: Rachael Jones Turner
Email: Rachael.Jones@Xerox.com
Transaction #: a510e450-e795-4168-9c5b-73ffc723c3e2
Submitter's IP Address: 181.174.105.81

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Xerox Corporation	*
2	Proposer Address:	Company Address Xerox Corporation 201 Merritt 7 Norwalk, CT 06851-1056.	*
3	Proposer website address:	Company Website www.xerox.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name of Contact Rachael Jones Turner Title Director SLED Cooperative Contracts Address 5700 Warland Drive, #220A, Cypress, CA 90630 Phone number 310 258 6222 E-mail address rachael.jones@xerox.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name of Contact Rachael Jones Turner Title Director SLED Cooperative Contracts Address 5700 Warland Drive, #220A, Cypress, CA 90630 Phone number 310 258 6222 E-mail address rachael.jones@xerox.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Other Contacts #1 Name of Contact Rachael Jones Title Director SLED Cooperative Contracts Region United States Address 5700 Warland Drive, #220A, Cypress, CA 90630 Phone number 310 258 6266 E-mail address rachael.jones@xerox.com Other Contacts #2 Name of Contact Casey Zacek Title Client Manager Region Canada Address 20 York Mills, Suite 500, Toronto, Ontario M2P2C2 Phone number 416 795 0518 E-mail address casey.zacek@xerox.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>With annual revenues of over \$9.1 billion we are a leading global provider of digital print technology and related solutions; we operate in a market estimated at approximately \$85 billion.</p> <p>Our primary offerings span three main areas: Workplace Solutions, Managed Document Services and Graphic Communications.</p> <ul style="list-style-type: none"> • Workplace Solutions is made up of two strategic product groups, Entry and Mid-Range, which share common technology, manufacturing and product platforms. • Managed Document Services includes a continuum of solutions and services that help our customers optimize their print and communications infrastructure, ensure the highest level of security and productivity, and enable their digital business objectives. Our primary offerings are Managed Print Services (MPS), Content Management and Digitization Services. • Graphic Communications Solutions are designed for customers in the graphic communications, in-plant and production print environments with high-volume printing requirements. These solutions enable full-color, on demand printing of a wide range of applications, including variable data for personalized content and one-to one marketing. <p>Headquartered in Norwalk, Connecticut, the 27,000+ people of Xerox serve customers in more than 160 countries providing extensive leading-edge document technology, services, software and genuine Xerox supplies for a range of customers including small and mid-size businesses, large enterprises, governments, graphic communications providers, and for our partners who serve them. Xerox is best known for the innovation we brought to the sharing of information. Invented just over 75 years ago, xerography dramatically scaled the way organizations could communicate. It solved a major barrier to the way organizations shared information, yielding a range of operational benefits. Xerox has changed greatly in size and scope since the invention of the copier. However, the company's basic principles have remained the same: make work, and life, a little simpler. Since our earliest days, Xerox innovation has been at the core of today's digital world with R&D \$ invested annually and patents to demonstrate continued innovation. We provide services, technology and expertise to help our customers—from small businesses to government institutions and large global enterprises—to focus on their core business and operate more effectively by improving the flow of work and enabling business transformation.</p> <p>Xerox Today Today, our broad array of document devices enables us to place the right solution for any workplace and for any office, large or small. To help customers boost productivity and lower costs, our industry leading end-to-end document outsourcing services include: helping businesses develop online document archives; analyzing how employees can most efficiently share documents and knowledge in the office; operating in-house print shops or mailrooms; and building Web-based processes for personalizing direct mail, invoices, brochures and more. By applying our expertise in imaging, business process, analytics, automation and user-centric insights, we engineer the flow of work to provide greater productivity, efficiency and personalization. These services help our clients improve the flow of work, providing them more time and resources to allocate to their core operations and enabling them to respond rapidly to changing technologies and to reduce expenses associated with their business processes.</p> <p>Solutions for State & Local Government We know your members have high expectations, despite budgetary constraints, workforce challenges and an aging infrastructure. Our government services can help deliver what they demand: fiscal responsibility, timely access to information, responsive service, and clear communication. Not only is Xerox the undisputed leader in the marketplace, our track record of service in the Public Sector is unmatched by any of our competitors. In fact, more than 4,200 local government and 1,200 state entities nationwide have chosen Xerox as their trusted partner. The key to our success is an organization dedicated entirely to the sales and support of our state and public-sector partners called the Public-Sector Center of Excellence. The Public-Sector Center of Excellence is responsible for all aspects of contracting with our public-sector clients in all 50 states. This group is responsible for the successful implementation and resolves stemming from the Sourcewell award.</p>

8	What are your company's expectations in the event of an award?	<p>As outlined in detail throughout our response, Xerox expects to utilize this contract as a key municipal government contract, where we are investing significant resources to expand and grow our revenue and market share. It is one of the highest growth segments of our Government business overall.</p> <p>As outlined in our Distribution Model and Marketing Plan in this response, Xerox has traditionally focused our government sales through our Direct Sales model. While this has allowed us to become the largest GSA contractor in our categories and the lead partner for many of the largest State Agencies with more densely populated States, we traditionally have not had the focus and market share within the municipal government market. In large part, Xerox has not had the sales distribution model at national scale in the Small-to-Midsize Business (SMB) market place to the extent that has built in recent years, which continues the trend of municipal governments purchasing from locally-based businesses.</p> <p>In fact, over the past several years, Xerox has added a new Executive Vice-President and Chief Commercial, SMB and Channels Officer position focused on building our SMB business overall in partner space. In 2020, Xerox added a new position for a US Director for our Government, Healthcare and Education SMB Channels business to focus specifically on building our tools, programs, offerings and support models. Our intent is for Xerox to significantly expand and grow revenue and market share in this SMB Government space through our SMB Channels.</p> <p>Given Sourcewell's national municipal government presence and contract popularity, breadth of the offerings in this category and partner capable structure of the contract, in the event of award, Xerox will continue to accelerate our growth and participation on the Sourcewell contract. It will be an important contributor to the launch and success of our SMB Government Channels in 2021 and beyond as a key municipal government contract.</p>	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Financial Strength</p> <p>Xerox is a Technology and Intelligent Workplace Services leader with over \$9.1 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.</p> <p>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.</p> <p>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.</p> <p>Our technical stability is driven by our vision for the future. Our product road maps include frequent releases of new apps, software and firmware upgrades, as well as new products to ensure we remain at the forefront of the industry. We are expanding and modernizing our software offerings – through our own development efforts, as well as partnerships – to cover the entire life cycle of documents and content. Finally, we continue to capitalize on our intellectual property by embedding it in our products and software, developing new businesses and licensing or selling patents where appropriate.</p> <p>Additional details on the financial stability of Xerox can be found online at: Annual Reports (https://www.news.xerox.com/investors/reports).</p>	*
10	What is your US market share for the solutions that you are proposing?	<p>In the US, according to Industry Analyst IDC, Xerox maintains the #1 equipment market share for products overall in this space at 22% share. In respect to core A3 & Production products, the share in US is 27%.</p> <p>With respect to overall Managed Print Services market share, Xerox again leads the market with 18% overall share.</p> <p>Regarding overall State, Local, Education (SLED) market share, while these figures are not officially tracked by industry analyst and more challenging to calculate, Xerox maintains the #1 market share to US Federal Government General Services Administration (GSA) in both Technology and MPS categories. Additionally, Xerox does business within all 50 US States and US Territories.</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>In Canada, according to Industry Analyst IDC, Xerox maintains the #1 equipment market share for products overall in this space at 35% share. In respect to core A3 & Production products, the share in Canada is 43%.</p> <p>With respect to overall Managed Print Services market share, Xerox again leads the market with 18% overall market share in the Canadian space.</p>	*

12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Bankruptcy Xerox confirms that neither Xerox Limited nor its directly-owned affiliates have ever filed for bankruptcy.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Xerox is the original equipment manufacturer (OEM) for the majority of products and technology that are sold by Xerox. In some instances, Xerox may partner with other manufacturing or technology organization, such as for PC Controllers, finishing equipment or print management software in which Xerox may act as a reseller. As an OEM, Xerox markets and provides services and equipment via a direct sales force, wholly-owned subsidiaries, as well as authorized agents, dealers, distributors, solution integrators and resellers. Xerox can sell and service technology and managed print services clients directly or through our business partners as agreed to by Xerox at the request of our customers. In regard to service providers, Xerox has direct service capabilities nationally and US territories as well as through a select group of service provider partners. As an example, a Xerox reseller may sell a Xerox-brand product and the end user may choose the Xerox direct service organization while another customer may choose to have their reseller service if they are an Authorized Service Provider.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ISO 14001 • All our major manufacturing sites and some of our administrative offices employ an Environmental Management System (EMS) that conforms to ISO 14001:2015. • 79% of top spend1 suppliers have ISO 14001 certification. ISO 9001 • Standards and guidelines for quality in the manufacturing and service industries from the International Organization for Standardization (ISO). ISO 9001:2015 is the most comprehensive level of the ISO 9001:2000 series and it covers everything from design and development through production and distribution of products and services. ISO 50001 • Energy Management Standard. Our major toner manufacturing site in Dundalk, Ireland achieved this certification. Responsible Recyclers (R2) Certification • Our North American Site in Monroe, Ohio is certified as the primary site of consolidation and remanufacturing of devices and consumables. We require 3rd party suppliers to meet this standard. Data security: • Xerox works with compliance testing organizations and security industry leaders such as McAfee and Cisco to wrap their overarching standards and expertise around ours. Xerox achieved top levels of compliance. Certification bodies such as Common Criteria (ISO/ IEC 15408) and FIPS 140-2, measure our performance against international standards. In 2018, Xerox achieved an Authority to Operate (P-ATO) from the U.S. government's FedRAMP Joint Authorization Board. • ISO IEC 27001 - ISO/IEC 27001 is an international standard on how to manage information security.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Xerox is a multi-national, publicly-traded company (NYSE: XRX) and required by regulations of the SEC to provide consistency in disclosure of any/all material litigation or judgments against Xerox, which can be found at: https://www.news.xerox.com/investors under SEC Disclosures and within our 10-K Annual Reports.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 Xerox has been named to the Wall Street Journal's inaugural ranking of the 100 Most Sustainably Managed Companies in the World, coming in at No. 18 on the list. "The Journal's ranking is a testament to our ongoing progress and accomplishments in the area of sustainability. This year has been unprecedented on many levels, but we remain steadfast in our commitment to our values and to behaving as a good corporate citizen," said Chief Sustainability Officer Michele Cahn. "Our future is bright as we continue to create long-term shareholder value."

The Journal looked at the sustainability metrics of more than 5,500 publicly traded companies related to business model and innovation, external social and product issues, employee and workplace issues, and the environment. Transparency was an important factor in the rankings. Earlier this year, Xerox began disclosing its corporate social responsibility (CSR) metrics using the Sustainability Accounting Standards Board and the Task Force on Climate-related Financial Disclosures to ensure stakeholders have full insight into the company's CSR practices and progress. To learn more about why Xerox is one of the most sustainably managed companies, read the Xerox 2020 CSR Report [here](#).

BLI PaceSetter 2020–2021 in Managed Print Services

In the MPS portion of the study, Xerox was recognized for its dedication to helping organizations of any size optimize their print and document infrastructure, while also enabling digital transformation through both its direct salesforce and channel partners. On the BPS front, Xerox stood out thanks to its Intelligent Workplace Services portfolio, plus a range of digital services that leverage its software capabilities in workflow automation, personalization and communication software, content management solutions, and digitization services.

"Managed services are playing an increasingly important role for office equipment manufacturers and their channel partners," said Jamie Bsates, Director of Smart Workplace & Security Analysis at Keypoint Intelligence. "In addition to better addressing customer needs and helping solve their pain points, a broad portfolio of services can convert a 'transactional' customer into a 'relational' one, which opens the door for ongoing sales in all areas a vendor offers."

2020 Fortune's "World's Most Admired Companies".

Fortune, in collaboration with Korn Ferry, surveyed 3,750 executives, directors and analysts to identify and rank the honorees based on nine attributes related to financial performance and corporate reputation.

"Our inclusion on this list is a testament to the hard work and significant contributions of our employees globally and their commitment to transforming Xerox into a digital-first company," said Xerox Vice Chairman and CEO John Visentin. "I couldn't be more proud of the team that is driving our progress in delivering clients a modern work experience."

Fortune's World's Most Admired Companies survey results are featured online at [Fortune.com](#).

BLI 2020 Document Imaging Software Line of the Year Award

For the sixth time, Xerox has won the prestigious Document Imaging Software Line of the Year award from Keypoint Intelligence - Buyers Lab. The award is given to the vendor that offers the most complete software portfolio across the range of document imaging solutions categories that Buyers Lab covers.

"Document imaging vendors have been transitioning their strategies to 'lead with solutions' rather than relying on traditional hardware sales to engage customers, since it is the software that will have the larger impact on productivity and the most noticeable ROI," said Jamie Bsates, Director of Solutions and Security Analysis for Keypoint Intelligence.

2019

2019 Newsweek: DocuShare and Managed Print Services to list of America's Best Business Tools.

Newsweek released its list highlighting the importance of technological tools in a time when businesses of all sizes face disruption all around the world. The nationwide survey names Xerox among the top 10 Document Management Software (DMS) providers, and in an even shorter list of Enterprise Content Management (ECM) providers. Xerox® DocuShare®, with content management platforms for large enterprise and small and medium businesses, was also recognized as a Gen Z favorite with the highest score among the Gen Z users surveyed.

Xerox® Managed Print Services also ranked among the best in its category. Our Managed Print Services model continues to grow with robust Intelligent Workplace Services around security, digitization, cloud, analytics and ConnectKey® technology. We were the winner in 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.

To learn more about the Keypoint Intelligence - Buyers Lab award read the full article.

Xerox Recognized as one of the World's Most Reputable Companies of 2019. We're 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.

Xerox has been recognized as one of Barron's Top 100 Most Sustainable U.S. Companies based on how well we manage our environmental and social impact, and corporate governance. We have advanced on the list since Barron's first annual list of the most sustainable companies in 2018.

For the 17th consecutive year, the Human Rights Campaign Foundation (HRCF) has named Xerox to the 2019 Best Places to Work for LGBT Equality. We once again earned a 100 percent ranking on their Corporate Equality Index. The HRCF Index is the national benchmarking tool on corporate policies and practices pertinent to lesbian, gay, bisexual and transgender employees. You can read the full CEI report to learn more about how the HRC Foundation helps to promote workplace equality for LGBTQ workers.

2018

Xerox has been named in the latest Euronext Vigeo index as One of the Top 50 US Tech Companies for Sustainability, Citizenship. The Euronext Vigeo index recognizes companies who do business in Europe for achieving the most advanced environmental, social and governance performances.

In 2018, the Environmental Protection Agency (EPA) recognized Xerox with the Electronics Challenge Champion Award for our industry-leading Green World Alliance (GWA) supplies take-back program, which helps divert used supplies from the landfill. Working with Close the Loop, we collect used toner and consumable supplies, then ensure they're optimally recovered and reused. In addition, for two years running, the EPA has also recognized Xerox as a Gold Tier participant in their Sustainable Materials Management (SMM) Electronics Challenge. The highest level of achievement an organization can receive, a Gold Tier award means that nearly 100% of the electronics that we take back go to third-party certified recyclers.

Xerox has been named to Corporate Responsibility Magazine's 19th annual 100 Best Corporate Citizens list for the 10th consecutive year. The list recognizes the standout environmental, social and governance performance of public companies across the United States.

Xerox has been recognized by the Ethisphere Institute, a global leader in defining and advancing the standards of ethical business practices, as one of the 2018 World's Most Ethical Companies.

The World's Most Ethical Companies assessment is based upon the Ethisphere Institute's Ethics Quotient® framework, which offers a quantitative way to assess a company's performance in aspects of corporate governance, risk, sustainability, compliance and ethics.

Xerox wins Monochrome Printer & MFP Line of the Year Award and 13 picks as top printers, copiers and MFPs in their categories—plus the Top MFP App Ecosystem.

Of the 34 BLI (Buyers Lab, Inc.) 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. This award extends our record rollout of 29 new ConnectKey®-enabled AltaLink® and VersaLink® printers and MFPs for the workplace, the largest technology introduction in our 110-year history. It's the most BLI awards we've ever won in one season and among the most ever won by a vendor in a single season.

The 2018 Fortune's Most Admired Survey ranked Xerox #3 in the Computers category.

Across the range of attribute rankings, Xerox received its best scores in: Innovation, Social Responsibility, Use of Corporate Assets, Quality of Management and Quality of Products and Services. Fortune surveys 3,900 executives, analysts, directors, and experts to rank 330 companies in 52 categories. The complete Fortune survey can be seen at Fortune World's Most Admired Companies

2017

In connection with the launch of our new products, four of our printer and multifunction printer (MFP) product lines swept the Keypoint Intelligence — Buyers Lab annual Summer Pick Awards for 2017. The Xerox® VersaLink® B400 series, Xerox® VersaLink® C400 series, Xerox® VersaLink® C405 series and Xerox® WorkCentre® 6515 series.

In 2017, Xerox Corporation received Gold Level Recognition Level EcoVadis. Ecovadis is a global company that works with large and medium-sized corporations to assess their environmental and social performance. Ecovadis awarded Xerox Gold Level recognition for our scores during the CSR assessment performed,

		<p>placing Xerox among the top 5% performers evaluated.</p> <p>Xerox has been named to the “100 Best Corporate Citizens List” by Corporate Responsibility Magazine, one of North America’s leading voices on corporate responsibility, for the ninth consecutive year.</p> <p>For the 15th consecutive year, the Human Rights Campaign Foundation (HRCF) has named Xerox to the 2017 Best Places to Work for LGBT Equality. We once again earned a 100 percent ranking on their Corporate Equality Index. The HRCF Index is the national benchmarking tool on corporate policies and practices pertinent to lesbian, gay, bisexual and transgender employees.</p> <p>In a head to head comparison of the largest publicly traded corporations nationwide, Xerox was recognized for outperforming its peers in a number of areas including worker pay and treatment, job creation, community involvement and providing products that improve life and do not harm the environment. Xerox was named one of America’s most JUST companies according to a survey conducted by Forbes and JUST Capital, a nonprofit that ranks the largest publicly traded corporations in the U.S.</p> <p>2016</p> <p>Xerox earned BLI’s 2016 Software Line of the Year in 2016. BLI cited Xerox’s innovative App Studio on its ConnectKey MFD line as the major driver behind the award.</p> <p>Xerox was recognized by the Ethisphere Institute, a global leader in defining and advancing the standards of ethical business practices, as a 2016 World’s Most Ethical Company®. 2016 marks the tenth straight year Xerox received this recognition.</p> <p>Xerox has been named to the Dow Jones Sustainability World Index (DJSI World). In the categories of corporate code of conduct, corporate governance and environmental management and reporting, Xerox exceeded the average score of DJSI World Members. Xerox was one of nine companies in the IT and software services sector to make the DJSI industry list and scored higher than most of the other industry members on all DJSI dimensions (economic, environmental and social).</p>																			
17	What percentage of your sales are to the governmental sector in the past three years	60% of sales is focused on the government sector in the past three years.	*																		
18	What percentage of your sales are to the education sector in the past three years	Of the 60% of government sales, approximately 40% of sales is focused to the education sector in the past three years.	*																		
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Xerox administers and manages over 1000 contracts across the country serving the public sector, many of which require cooperative purchasing as part of their procurement regulations. Annual sales volume for each of these contracts can be made upon award under an NDA with respect to certain client confidential information if those clients agree to the release of such information.</p> <p>A sampling of the nationally available cooperative agreements is provided below:</p> <ul style="list-style-type: none">• Texas Department of Information.• California Multiple Award Schedule (CMAS).• Midwestern Higher Education Compact (MHEC).• NASPO ValuePoint.• E&I.• PEPPM.• OMNIA Partners.	*																		
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>2018</p> <table><tr><td>1</td><td>GS-03F-137DA</td><td>\$83,859,876</td></tr><tr><td>2</td><td>GS-35F-0662M</td><td>\$600,152</td></tr></table> <p>2019</p> <table><tr><td>1</td><td>GS-03F-137DA</td><td>\$78,323,770</td></tr><tr><td>2</td><td>GS-35F-0662M</td><td>\$303,112</td></tr></table> <p>2020</p> <table><tr><td>1</td><td>GS-03F-137DA</td><td>\$64,596,190</td></tr><tr><td>2</td><td>GS-35F-0662M</td><td>\$335,945</td></tr></table>	1	GS-03F-137DA	\$83,859,876	2	GS-35F-0662M	\$600,152	1	GS-03F-137DA	\$78,323,770	2	GS-35F-0662M	\$303,112	1	GS-03F-137DA	\$64,596,190	2	GS-35F-0662M	\$335,945	*
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2	GS-35F-0662M	\$303,112																			
1	GS-03F-137DA	\$64,596,190																			
2	GS-35F-0662M	\$335,945																			

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
SARASOTA COUNTY GOVERNMENT	Emily Wenstad	941 861 0561	*
COUNTY OF SAN DIEGO	Jack Pelligrino	858-505-6367	*
PRINCE GEORGE'S COUNTY GOVERNMENT	Barbara Manley	301-883-6400	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GSA	Government	Federated States of Micronesia - FM	Sale or lease of equipment, FSMA, Managed Services	Minimum \$50, No Maximum	\$266M	*
Texas Department of Information Resources	Government	Texas - TX	Managed Print, Imaging and Electronic Content Management Services	\$500 - \$16M	\$75M+	*
City of NY	Government	New York - NY	Managed Print Services / Help Desk	Total of 9000 devices / office / authentication / program management	\$41M	*
County of Los Angeles	Government	California - CA	Providing 14,000 devices technology fleet management, software with on- site support, as required for 1000+ locations for 24 departments throughout So Ca.	7 year contract with a total contract life of \$93.6M	\$46.8M	*
Commonwealth of KY	Government	Kentucky - KY	Managed Print Services	Office equipment installs and production devices. Enterprise Content Management implemented in various agencies.	\$20M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	<p>Xerox is primarily structured into two sales organizations:</p> <ul style="list-style-type: none"> Enterprise (Large Enterprise) led by our Corporate Executive Vice-President and President of America's, Mike Feldman, and; SMB (Small Mid-Sized Business) led by Joanne Collins-Smee, Executive Vice-President and Chief Commercial, SMB and Channels Officer. <p>Enterprise is comprised of our Xerox Direct sales force, which is primarily focused on Fortune 1000 companies, Federal Government and large State Agency clients. SMB is comprised of subsidiaries, such as Xerox Business Solutions and all indirect sales organizations such as Velocity Partners, Solution Providers, Resellers, Dealers and Agents.</p> <p>Cross organizationally, Xerox is structured into Commercial operations and Government, Healthcare & Education (GHE) operations. Within our direct and indirect sales organizations, GHE operations are overseen by the Government, Healthcare & Education Center of Excellence which manages contracts, contracting, operational oversight and compliance.</p>	*

24	Dealer network or other distribution methods.	<p>As referenced in question 23, Xerox references our varying subsidiaries as our 'SMB' markets. They are organized as:</p> <p>Xerox Business Solutions – A wholly-owned subsidiary of Xerox primarily focused on selling to the SMB markets of the nearly 40 states they are present.</p> <p>National Partners – This includes major big-box and/or e-commerce reseller partners.</p> <p>Agents Partners – These are independently-owned small business partners located in nearly all 50 states, primarily focused in more rural regions that sell to governments within the regions these agencies are based. Agents utilize Xerox infrastructure, systems and resources for their operations.</p> <p>Document Technology Partners – These are independently-owned technology resellers that utilize their own systems, tools and resources for servicing their clients.</p> <p>Solution Providers – These are independently-owned technology and services integrators that utilize their own systems, tools and resources for servicing their clients.</p> <p>While all of our sales organizations may utilize Sourcewell, Xerox National, Document Technology and Solution Provider partners are our primary mechanism of growth and new market share in the US using Sourcewell. Sourcewell has been designated as our primary SMB channel contract due to its national reach in the municipal government market, utilization in this space, scope of contract offerings and contract structure.</p> <p>Historically, Xerox has focused primarily on Direct Sales and National Partners for our Government sales which primarily focused on Federal Government and State Agencies. In 2020, Xerox added a US Director for our Government SMB Channels business with the primarily focus on building our tools, systems, and resources to grow our government sales in the SMB space, which primarily focus on municipal governments. In spite of the pandemic in 2020, we experienced double-digit growth in this space. For 2021 and beyond, we forecast continued growth and market share expansion for Xerox in this space as well as increased participation and utilization of Sourcewell should we be awarded as part of this RFP. Particularly, our key initiatives and new offerings are launched in the coming quarters within our Managed Print Services and related-services offerings for our SMB Channels.</p>
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25	Service force.	<p>Our global presence includes approximately 27,000+ direct employees serving customers in 160 countries around the world.</p> <p>We are geographically structured to serve our customers globally into two units: the Americas, comprised of the U.S. and Canada along with Mexico, Central and South America; and EMEA, which includes Europe, the Middle East, Africa and India. We have also implemented a common global delivery model that aims to provide a consistent customer experience worldwide. We believe that these changes create a leaner and more effective go-to-market model that will streamline our supply chain and provide our customers with best-in-class services.</p> <p>MPS Global Service Delivery Approach and Methodology</p> <p>Xerox has developed its own Global Service Delivery Model methodology based upon industry best practices and has aligned it to the ITIL, COBIT, PMI, Lean Six Sigma and others. This model standardizes the way in which Xerox delivers to our customers across service and geographic boundaries. This methodology drives at consistency, global productivity and overall ease of doing business with Xerox. It includes standard practices and processes, documentation, tools and templates, job roles, competency and training, and an assessment methodology.</p> <p>Within 7 core practice areas and 42 supporting processes, the GSDM pulls together all supporting documentation, tools and templates, job roles, competencies and training, and an assessment methodology into one consistent guide. The main core of this methodology lies behind seven core practice areas:</p> <ol style="list-style-type: none"> 1. People Management. 2. Technology Management. 3. Service Operations. 4. Governance and Performance. 5. Relationship Management. 6. Financial Management. 7. Innovation and Continuous Service Improvement. <p>Within these 7 practices are over 40 processes to ensure consistent and controlled delivery. Every account conducts a maturity assessment and develops an improvement plan based on identified gaps. This framework ensures a consistent, reliable and predictable service, so that our customers receive the value they expect.</p> <p>Xerox Global Service Delivery Model</p> <p>ITIL-based Delivery Framework and Best Practices.</p> <p>Consistent Global Service Delivery.</p> <ul style="list-style-type: none"> • Ensures quality and reliability. • Reduces risk. • Lowers cost of delivery. • Enriches customer experience. <p>Practice Areas and Core Processes</p> <ul style="list-style-type: none"> • People, technology and innovation. • Service management, reporting. • Customer experience, business reviews. • Regulatory and security compliance.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Xerox offers an extensive portfolio of products, software and services.</p> <p>From portable desktop printers and multi-function devices, office workgroup multi-function devices to production printing presses – each products comes with a standard service offering that is tailored to that product and the criticality of its function in the marketplace.</p> <p>For example, while a desktop printer may come standard with a next-business day service response, a production printing press may offer a two-hour response window. For some customers with more critical applications, as part of our Managed Print Services offerings, Xerox and our partners may staff analyst, technicians and engineers to work directly within the customer's facilities.</p> <p>Agencies with business-critical applications, such as Law Enforcement Agencies or Public Hospitals, Xerox offers service agreements that can be tailored to the unique demands of that agency with offerings such as 24/7 response, on-demand hot-swaps and CJIS-level background checked employees.</p> <p>Xerox and our partners understand that the response and service level required is not the same for every end-user or product purchase. Different applications and agency have differing requirements. Xerox and our partners are fully prepared to support our Government, Healthcare and Education customers in manner needed to fulfill their mission of serving their constituency.</p> <p>Xerox Technology & Process Service Capabilities</p> <p>Xerox invests in research and development to not only continually evolve and improve the quality of our products but the service and support experience we provide our clients. When it comes to service, we have made substantial investments in new technologies that enhance our ability to respond quickly and effectively.</p> <p>One example of this, Xerox offers diagnostic and monitoring tools both embedded into our devices as well as network applications to proactively monitor, remote triage,</p>

and dispatch service technicians to the supported devices.

One of these offerings is real-time proactive device management which captures a large majority of all issues and is resolved before an end-user impact, which may otherwise require end-user involvement.

Our simple closed-loop service call process has been designed to resolve any problems that may arise, or any issues you may have with regards to your Xerox product, to your satisfaction as quickly and effectively as possible. The steps in the break/fix call process are as follows:

- Step 1: The process begins by placing a call to the Xerox Help Desk. The Customer Service Support Representative (CSSR). The CSSR will then assess your problem and, if possible, make recommendations to immediately resolve your problem remotely.
- Step 2: If remote resolution is not possible, the CSSR will arrange to have a break-fix technician dispatched.
- Step 3: The technician will contact the contact person before arrival and provide an estimated time of arrival (ETA).
- Step 4: Upon arrival at your site, the technician will review the equipment issue with the contact person and provide an estimate of the time required to repair your equipment.
- Step 5: The technician will then repair your equipment. While there, the technician will check the overall operation of your equipment, perform any preventative maintenance required, and run a thorough system check. After completing these activities, the technician will review the repairs made with the contact person to ensure your satisfaction. If follow-up is required, the technician will work with you to establish a convenient follow-up date and time.

Xerox Service Technicians

Xerox Technicians have access to additional support resources, including product engineers and field specialists to assist in the resolution of device issues.

Xerox can provide on-site device care support to product engineers. The size and scope of each site as well as agency department requirements and applications determine when and where these offerings are required and good return on tax dollars.

Remote Diagnostics

Another differentiator of Xerox Service is utilizing our evolution and improvements in Remote Diagnostics capabilities utilizing Xerox proprietary technologies such as Device Direct communication to securely transmit critical service data such as equipment configuration details, firmware versions, fault history, service items approaching replacement intervals, image quality status, and diagnostic information to customer support personnel and technicians. This capability greatly enhances the troubleshooting and repair process resulting in reduced downtime. However, keep in mind that this aspect of Xerox Remote Print Services (XRPS) does not provide proactive service, it simply enhances our remote solve capabilities and makes our traditional break fix service offerings more efficient.

Xerox devices can achieve connectivity within XRPS in two ways: via Device Direct and via a discovery agent. Device Direct establishes a direct connection between each device and the Xerox Communication Servers.

When configured, Device Direct supports both automated meter reading and automatic supplies replenishment. Device Direct can also send advanced device diagnostic information directly to Xerox to enable remote diagnostics capabilities. Because Device Direct is built-into the print devices, it is not operating system dependent and will work with Apple or Unix-only client environments.

We also connect with your devices through XRPS by way of a discovery agents such as Xerox Device Agent (XDA). Once installed, these agents scan your network to auto-discover both Xerox and non-Xerox print devices. The discovery agent establishes communication with each device to collect meter and supply level information. This data, in turn, is then forwarded to the Xerox Communication Servers directly from the discovery agent. The discovery agent includes a graphical user interface allowing the client to locally monitor and maintain their system. This model supports automated meter reading and automatic supplies replenishment for Xerox devices.

Current technical limitations prevent the discovery agent from collecting advanced diagnostic information from each device, so if remote diagnostics functionality is desired, a Device Direct connection will also need to be established.

The best and preferred connectivity solution is the mixed deployment model. This configuration combines Device Direct and discovery agent models within the same client environment to offer an integrated solution which provides the maximum feature set and compatibility benefits for the client.

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Xerox has provided copiers, printers and Managed Print Services related offerings to the Federal and State & Local government since we brought these innovations to market. Realizing the unique requirements of working with the government, Xerox has a dedicated Public Sector practice which tailors our offerings and go-to-market to the unique needs of the Government, Healthcare and Educational institutions we serve. This is not only in our sales organizations, but in our product and service offerings teams (lead by a dedicated Public Sector offering manager.) Our dedicated public sector practice incorporates contracting, pricing, operational and compliance oversight supported by regional Public Sector General Managers. Our General Managers have oversight to all sales channels.</p> <p>While our Direct sales teams have matured in this space for decades, over the past several years, Xerox has invested in tools, resources and oversight for enablement for our subsidiaries and indirect partners to grow to be equally as successful in the Public Sector / Government, Healthcare and Education marketplaces.</p> <p>This significantly expands Xerox's reach into less densely populated states agencies and municipal governments, whereas, Xerox otherwise does not otherwise offer direct sales coverage. This broadens our scale and reach to the Public Sector marketplace overall. As a result of this expanded capability, Xerox identified Sourcewell as the contract most complimentary to this strategy and with the greatest breadth and reach in this space in 2019. Whereas, Xerox began enabling partners to sell Xerox products using the Sourcewell contract. As a result, Xerox has grown contract revenue in this space over the last couple years from \$0 to over \$1M+ in 2020. For 2021 and beyond, we not only plan to focus continuing to grow our technology sales with our partners, but further enabling Xerox Software/Service offerings for sales through our channel partners.</p> <p>If selected and awarded as a result of this RFP, Sourcewell will have a growing importance with Xerox as its a lead growth contract in our highest growth channels. Our new Public Sector Service/Software launches in 2021 will further differentiate Xerox from our competitors in the Government, Healthcare and Education Channels marketplace.</p> <p>This strategy includes all US 50 States and US Territories where except where Sourcewell is otherwise prohibit by Federal, State or Local procurement statute, ordinances or policies.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Xerox is able and willing to provide our Products and Services to Sourcewell participating entities in Canada from coast to coast. Xerox offers complete national coverage across all of Canada and is able to provide products and services in all 13 Provinces and Territories.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that will not be fully serving through the proposed contract. Xerox is intent on providing our products and services across all states in the US and across Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Except where otherwise prohibit by Federal, State or Local procurement statutes, ordinances or policies, Xerox intends to market this contract to all Xerox sales channels and current/potential Xerox customers as appropriate and outlined later in our Sourcewell contract marketing plan.</p> <p>This includes all 50 US States, US Territories and Canadian provinces.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions that would impact Xerox's ability to conduct business in Hawaii, Alaska and the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Internal vs. External Marketing</p> <p>Should Xerox have the privilege of being awarded as a result of this RFP, Xerox will evaluate marketing of the Sourcewell contract from three different aspects:</p> <ul style="list-style-type: none"> • Xerox demand-generation marketing for our projects and services to government entities. • Market the Sourcewell award to our sales channels and partners and the offerings/benefits of the contract. • Marketing through our partners to government entities to create local marketplace demand. <p>Distinct Objectives</p> <p>Our marketing actions are intended to serve one of two objectives:</p> <ul style="list-style-type: none"> • Information & awareness (branding & training). • Direct call to action & revenue generation (direct consumer action).

Overall Goals

The overall marketing goal for this contract is to grow participant revenue in our municipal government business. We will achieve this mutual goal by:

- Marketing this contract on Xerox.com and other places that Xerox markets to government entities for both awareness and direct call to action.
- Attracting new clients to the latest Xerox offerings through our corporate marketing initiatives.
- Expand participation of Historically Underutilized Business (HUB) through a national strategy with our Diverse Alliances organization.
- Continue to build our growing SMB channels organization by marketing this contract within our partner marketing initiatives led by our various channel organization.
- Improve the skills and abilities of our SMB sales channels and partners through our e-Learning @ Xerox trainings on selling to Government and Cooperative contract as well as utilization of the Sourcwell contracts (new in 2021).

Quick Start Communication Plan

Joint Press Release within first 30 days.

Xerox will work directly with Sourcwell to issue a press release and Social Media postings. Xerox can draft the release and postings based on information from the award and ensure the Sourcwell is given the opportunity to make any edits prior to release. We can disseminate the release based on our media or client lists and specific to our multi-channel strategy with Sourcwell contract.

Direct e-Mail Communication

Xerox will launch a direct mail campaigns to promote our products and services to customers eligible to procure products and services using the Sourcwell contract.

Contract Collaterals

Xerox will support the development of sales collaterals and e-mail campaigns for use by our field sales representatives as well as our SMB channel partners.

Trade Show Participation

When trade shows resume post COVID-19, Xerox Public Sector sales teams participate in key Government, state and local conferences nationwide. Xerox understands the value of partnering with Industry, Professional, and Customer Organizations to educate potential clients and demonstrate the value of our products and solutions in the Public Sector marketplace.

Web Support

- a. Xerox.com Government Contracting feature of Sourcwell
- b. Link to Sourcwell contract information from Xerox.com
- c. Post contract documentation and pricing
- d. Contract brochures and promotional material.

Quick Start Sales and Partner Launch

To ensure the success of the Sourcwell contract, Xerox will employ our proven approach to drive maximum utilization across participating entities and promote the value and benefits of the contract vehicle.

Internal Initiatives

Contract Implementation – establish document database, issue contract launch memo, and conduct contract training for pricing and contracting, reporting, billing, and technical support resources supporting the contract.

Sales Management and Field Sales Training - prioritizing dedicated sales resources aligned to Public Sector who cover state agencies, political subdivisions, higher education and K-12 followed by the general sales population that may cover additional eligible entities.

We believe when our sales resources and partners have a comprehensive understanding of the power the contract holds, success will inevitably follow. Xerox will initiate an extensive internal marketing effort to provide the Xerox sales force with a complete understanding of the contract vehicle, the value to eligible members, and access to successful strategies that allowing them to articulate the advantages of recommending the Sourcwell contract wherever possible.

Sales Support Tools

- Enable all Xerox Sales Channels to use the Sourcwell contract, including our Partners.
- Featured contract within Xerox Partner Portal.
- Contract use reference guide.
- Comprehensive Xerox Sales Training on services offered through live Teams and e-Learning @ Xerox.
- Marketing Support Tools: prepared communications, collaterals, talk-tracks.
- Publish best practices and key wins.
- Monitor and Measure for success.

Sales Specialist Support

		<p>In addition to general line sales, Xerox has Product and Services Specialists with deep industry knowledge and experience in advanced solutions supporting every territory to ensure we deliver innovation and thought leadership in every account. Specialist population training will be held for:</p> <ul style="list-style-type: none"> • Manage Print Services Specialist • Production Print Specialist • Workflow Automation Specialist • Digital Press Specialist 	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Xerox.com As one of the most highly ranked websites on the internet and high frequency of visits for purposes such as supplies, technical support, drivers, etc. Xerox will feature the Sourcewell contract on our Government Contracting landing page. This includes organic search and paid search.</p> <p>Social Media In conjunction with the press release, Xerox can amplify (share the link) to the press release on our social channels – Facebook, Twitter and LinkedIn. We will also continue to publish announcements of 'key wins' and offerings throughout the term of the contract.</p> <p>Social Media / Digital Marketing As Xerox is investing in and growing its SMB Government business, we are featuring ads in places such as Facebook, Instagram, SnapChat, etc. as part of our broader growth efforts in this marketplace.</p>	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>As the service cooperative and continued partner of Xerox, we anticipate Sourcewell will continue to educate their member base on the benefits and uses of an awarded contract and to work with Xerox to educate their sales teams. We also look for Sourcewell to advertise the contract in select national publications, produce marketing collaterals, maintain a website offering of the contract solutions and participate in exhibits in numerous national and regional trade shows</p> <p>To ensure the success of the Sourcewell contract, Xerox will employ our proven two-pronged approach to drive maximum utilization across participating entities and promote the value and benefits of the contract vehicle.</p> <p>Contract Implementation Xerox will establish a contract document database designed to be the go-to-destination for contract information. We will publish a comprehensive Field Announcement which outlines all essential aspects of the Master Agreement including references to all relevant order processing materials and contact information. We also conduct contract training for pricing and contracting, reporting, billing, and technical support resources supporting the contract.</p> <p>Sales Management and Field Sales Training Xerox conducts contract training to our dedicated sales resources aligned to Public Sector covering state agencies, political subdivisions, higher education and K-12 followed by the general sales population that may cover additional eligible entities. We believe when our sales resources have a comprehensive understanding of the power the contract holds, success will inevitably follow. Xerox will initiate an extensive internal training effort to provide the Xerox sales force with a complete understanding of the contract vehicle, the value to eligible members, and access to successful strategies that allowing them to articulate the advantages of recommending the Sourcewell contract wherever possible. 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.</p> <p>As Xerox's Government, Healthcare and Education Channels business has continued to evolve and grow, so are the Xerox tools for enablement in this space.</p> <p>In late 2020, Xerox began redevelopment efforts within our Xerox Partner Portal as well as development of a National Government, Healthcare and Education Portal.</p> <p>The Xerox Partner Portal is the 'single point of entry' for all Xerox sales partners. This is where partners receive information on Xerox products and services, partner sales activity, pricing, information, announcements, collaterals, etc. Expanded in the Xerox Partner Portal for 2021 will include a dedicated landing page for Xerox Government, Healthcare and Education contracts.</p> <p>Specifically, for Sourcewell, this will include a dedicated link to information about Sourcewell, the Xerox contract award as well as information on how to become an Accredited Partner on the contract, virtual learning/accreditation path as well as training and marketing materials for selling to the government utilizing Sourcewell.</p> <p>Additionally, Xerox will host launch and training with the Partner Managers as well as feature in best practice sharing and revenue growth opportunity sessions.</p>	*

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Xerox Elite eCommerce Solutions enable the online ordering of equipment, services, supplies and Xerox Replacement Cartridges for our governmental, educational and commercial accounts.</p> <p>Offered as a value added service to Xerox clients, we can create a web ordering portal, e-catalog or PunchOut site specifically for Sourcewell and 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).</p> <p>With our eCommerce solutions, you can easily:</p> <ul style="list-style-type: none"> • 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. <p>The final Ecommerce solution will be determined upon contract award, from the following options:</p> <p>Xerox Customer Web Ordering Portal - A private extranet site with a comprehensive catalog of products at negotiated prices, collaboration tools and account management capabilities.</p> <p>Trading Hub: e-Catalog - A portfolio of all available products, supplies and services at your negotiated prices, posted on your intranet.</p> <p>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.</p> <p>Order history reports are available for all transactions that process through our custom B2B storefronts, and can be exported to either Excel or .csv file formats for filtering and analysis. Key data fields captured include order number, creation date, buyer name and address, ship to and bill to address, cost center department name, payment method, product name and description, order total and currency. If a PunchOut solution is chosen, you will be able to access the order history from your ERP system.</p> <p>Xerox Elite eCommerce solutions can typically be launched within 30 days of documented customer request. Online catalog content is coordinated between Sourcewell and the Xerox Securian Financial account team. Maintenance updates will be provided to the dedicated Xerox Elite eCommerce team and posted to the Sourcewell catalog within 72 hours.</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>On-line Customer Training With the change in workplace due to COVID-19, agencies have requested and Xerox is utilizing our investment On-line End User Training as default. Thankfully, this is an area Xerox has invested significantly in recent years as our customers have been trending towards a strong preference for on-demand on-line training. Xerox offers flexibility to engage in training when and where it is convenient for the user. These are not just investments in collaterals, our investment includes videos as well as interactive 'weblets' such as fully simulated print drivers and even the devices themselves to give the customer a truly 'virtual' interactive experience that is far differentiated that what is standard in the marketplace. Internet training sessions are available 24/7 through www.xerox.com and will provide our customers with the ability to initiate training when and where they require, using office PC platforms as well as other industry standard devices such as iPads, Smartphones and other mobile devices. Once your equipment is delivered, you will receive easy instructions, allowing you to access the online training. This is also significantly important for agencies that have 24/7 shift workers such as Law Enforcement, Corrections, Healthcare facilities, water/sewer plants, etc.</p> <p>Webinar Customer Training As value-add options, our customers who enjoy technology-based training, but also prefer training to be instructor-led, Xerox offers the best of both worlds. Virtual classroom training can be provided via Webinar. Participants can remain at their desks and participate with up to 20 other students in a classroom-style training session. Students will have the ability to ask questions and interact live with the instructor. Students who choose Webinar training will receive a training invitation which will include a link and phone number for participation in the training session. Participants will require access to the internet and a telephone in order to participate in Webinar training.</p> <p>On-Site Customer Training Where required, our professional instructors are dedicated to teaching your employees how to maximize your Xerox solution. Training programs will be designed specifically to focus on the requirements of your people, and how they can become more productive through enhanced skills and more effective work processes. For example, our training sessions will address:</p> <p>Training Aids Xerox makes available easy-to-use, clear and comprehensive documentation for all of our products. Xerox Office products are delivered with user documentation attached. The Getting Started Guide provides basic information to become familiar with the features of your new Xerox Office product, including copy, print, fax, and scan. The User Guide features detailed descriptions of the all the capabilities of the basic functions. The System Administrator Guide is available to customer personnel who need to install, set up, and manage printers and other services on the network. Xerox has made it easy for your employees to quickly become proficient on our products, boosting productivity and profit among all end users. All of these materials are also easy to download at Xerox.com.</p> <p>Operator Training Xerox will provide your employees detailed, on-site training for both key operators and end users, scheduled at a time that is convenient for your personnel. Designed to teach your employees how to efficiently and effectively operate your new Xerox equipment, this training will ensure you are able to achieve maximum results from your investment. The duration of the training sessions varies depending upon the configuration of your Xerox solution and the options you have purchased. Initial on-site, instructor-based training will be provided for key operators and other key personnel. Since this in-depth training includes additional administrative features and functionality, it should be limited to those individuals in your organization who are designated as key contact(s) for particular area(s) or product(s).</p> <p>Customized training plans Xerox can provide individual training, classroom, webinars and online modules for specific user groups and departments for an additional fee.</p>
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37	Describe any technological advances that your proposed products or services offer.	<p>Technology Differentiators</p> <p>Xerox has long been regarded as a leader in document technology, some of our latest technological advanced include:</p> <ul style="list-style-type: none"> • Single Controller Platform – One controller to Test, Certify and Configure saves IT Time and Resources for both deployment and troubleshooting. • Single Print Driver – The Xerox Global Print Driver can be deployed for all Office Device including non-Xerox devices. • Learn Once, Use Any – ConnectKey platform allows for a single user-interface for all Office devices – from desktop Multi-Function Devices to standalone, color and black-and-white. Your end-users benefit because once they are familiar with one device, they will know how to use any in the environment. This is particularly important for multi-shift and mobile work environments such as detectives, correction officers and healthcare workers. • Remote User Interface – Customer's internal helpdesk can see the actual device User Interface remotely in real-time as well as push/toggle buttons to assist in troubleshooting and/or End-User Training. • Embedded McAfee Security – Xerox and McAfee have partnered to provide an embedded level of security directly into the device for information assurance. • Cisco Infrastructure Integration – Cisco® TrustSec Identity Services Engine (ISE) integration provides comprehensive visibility of all of these MFPs' endpoints to enforce IT-centric security policies and compliance. • Connectivity – The ConnectKey platform has robust connectivity abilities, including connectivity to many enterprise and office applications whether hosted locally or on the cloud. Additionally, ConnectKey directly connects to the Xerox Managed Print Services Platform for enhanced troubleshooting and monitoring. • Encryption – Full device encryption for all data-in-use, data-in-motion and data-at-rest for all Common Criteria Certified devices for protect constitution, healthcare-related or criminal investigative data. <p>Partnerships to Extend our Value Proposition</p> <p>McAfee</p> <p>Consistent with our continued emphasis on security, Xerox has partnered with McAfee® to stay in front of the increasing threats to embedded systems. Together, we've built in the self-monitoring and self-protection each individual unit needs to guard against malicious attacks. In addition, the McAfee Agent running in the device is able to communicate directly with the central security management console to allow printers and MFPs to be managed in just the same way customers manage their desktops.</p> <p>Cisco</p> <p>Xerox has joined forces with Cisco to enhance our MFP hardware and software security as a system to stay ahead of new threats and respond to them more rapidly. We have long placed security as a top priority in the development of our products, and we think it makes good security sense to extend our security protection to the network with Cisco. The Xerox/Cisco partnership addresses security challenges by leveraging the Cisco TrustSec solution, which helps identify, monitor and manage devices from a central location and protects the data paths to and from them. Security is further enhanced via real-time views and control over all users and devices on a network.</p> <p>Syncing with Common Government Systems & the Cloud</p> <p>ConnectKey® technology allows for automatic document conversion to a searchable PDF, Word, or Excel file, creating digitized files that, with a single touch (i.e., no middleware required), can be routed via the Cloud to repositories such as Microsoft 365, SharePoint Online, Google Drive, DropBox, Evernote, PaperPort Anywhere, and Salesforce.com.</p> <p>Apps</p> <p>Xerox App Gallery allows for apps to load directly on the ConnectKey® controller for work to get done in a variety of ways.</p> <p>The Xerox App Gallery is pre-loaded directly on the user interface to give users easy access to a variety of apps from Xerox and partners.</p> <p>These include:</p> <ul style="list-style-type: none"> • The Xerox Easy Translation Service App: A first-of-its-kind service that can capture text from a scanned document and translate it to over 40 languages – this is a huge benefit for customer service areas or for situations of disaster relief. • The @PrintByXerox App: A mobile cloud printing solution that allows employees and visitors to securely print from any mobile or network connected device to an MFD by way of a single email address without IT support. • The QR Code App: Lets users connect and pair to a ConnectKey® -enabled MFD with a simple scan of a QR code from their phone or tablet to effortlessly print and scan documents. • The Mobile Link App: Now available on iOS and Android, this app lets users create one-touch, automated workflows on their mobile devices to remotely control a Xerox MFD and transmit documents to fax, email and cloud hosted services like Box, Dropbox and Google Drive.
38	Describe any "green" initiatives that relate to your company or to your products or services, and	<p>1. With "Design for Sustainability" criteria for each phase of the corporation's product design and delivery process, design teams must respond to each step before it can pass to the next phase. By following this process. This criteria covers environmental, social (e.g.</p>

include a list of the certifying agency for each.

safety, security) and economic criteria. Certifying agencies include EPA EnergyStar, Electronic Products Environmental Assessment Tool (EPEAT) and Blue Angel.

a) Xerox has earned ENERGY STAR® status for all new products in 2019. This was all while meeting the most recent revision of the ENERGY STAR Imaging Equipment 3.0 criteria, which went into effect on October 11, 2019. Many existing products also were re-engineered to be more energy-efficient to meet the 3.0 criteria. As such, we cut the power consumption of our laser-based printing products, adjusted in the fuser design, changed properties in our toner, and developed more efficient electronic controls and performance of the xerographic system.

b) Xerox devices have also EPEAT and Blue Angel, which demonstrate our ongoing commitment to reduce product energy consumption. While the standard is challenging to meet, our goal is to make sure 100% of our newly eligible products earn this label. EPEAT is composed of criteria spanning corporate and product requirements. EPEAT registration is a rigorous process, entailing both a third-party desk review for initial certification and, once certified, random product verification audits. EPEAT product criteria combine comprehensive requirements for design, production, energy use and recycling, with ongoing independent verification of manufacturer claims. EPEAT criteria reflect several categories of environmental attributes that span the life cycle of electronic products: material selection, design for end-of-life, product longevity/life extension, energy conservation, end-of-life management, corporate performance, packaging, consumables, and indoor air quality. Xerox continues to support EPEAT initiatives, future success and global expansion. Xerox registers products in Canada, the U.K., France, Germany, Netherlands, Belgium, Luxembourg, Switzerland, Norway, Sweden, Finland, and Denmark. We're the only company with registered EPEAT multifunction devices and printers in Europe. Since 2014, we have committed to launching all new eligible office products with EPEAT Silver or Gold certification. All new Xerox® VersaLink®, Xerox® AltaLink® and PrimeLink® Products are EPEAT Gold certified, with a few country-specific exceptions. Xerox is the only company to claim all eight EPEAT corporate optional criteria in the U.S. Learn more about the EPEAT program and view current Xerox eco-label registered products here.

2. Xerox integrates life cycle thinking into our product and service development and innovation activities. Life Cycle Assessments (LCAs) are a means of technically evaluating the environmental and health impact of a product's materials, manufacturing, distribution, use, and end-of-life. We conduct full LCAs according to the appropriate ISO standards to determine where in the product life cycle the largest environmental impacts arise, and to compare products with a significant difference in technology. This initiative is essential for achieving EPA EnergyStar, Electronic Products Environmental Assessment Tool (EPEAT) and Blue Angel referenced in 1a and b above.

3. Xerox has a goal to be carbon neutral no later than 2040 across its workplaces, supply chain, products and solutions. Our interim goal is 60% carbon reduction by 2030 from a 2016 baseline. This goal is a science-based goal and we expect to receive formal approval by the Science based Target Initiative first quarter 2021. We will achieve these goals through product innovation, energy efficiency projects and investing in renewable energy. We recognize that our clients have these climate goals so by reaching carbon neutral, we help our clients achieve their goals.

4. Packaging and distribution are integral considerations in our product commercialization process. We strive to eliminate, reduce, reuse and recycle packaging whenever feasible. Product teams actively seek out more environmentally responsible packaging alternatives. We also require packaging suppliers to comply with bans and restrictions for a variety of chemicals. We document our expectations in our Environment, Health and Safety Requirements for Packaging Standard—EHS-710 and our General Packaging Standard—88P311. Our commercial equipment is designed and tested to be shipped with minimal packaging. Eliminating or reducing packaging, where feasible, conserves natural resources and decreases fuel use for distribution—a sustainability win-win for business and the environment. This initiative is essential for achieving EPA EnergyStar, Electronic Products Environmental Assessment Tool (EPEAT) and Blue Angel referenced in 1a and b above.

5. The company's five innovation areas—3D Printing and Digital Manufacturing, Artificial Intelligence (AI) Workflow Assistants, Internet of Things (IoT) Sensors and Services, Digital Packaging and Print, and Clean Technology—have the potential to reduce the world's carbon footprint, among other benefits.

6. Circular Economy effort continues. Starting more than 20 years ago with the 5090-product family, Xerox has kept toner cartridges out of landfills thanks to our remanufacturing process, which recovers toner cartridges and waste toner for reuse. In 2019, Xerox received the Non-Product Award from the U.S. EPA's Sustainable Materials Management Program for Xerox's cartridge return program's significant positive sustainability impact.

7. Xerox was the first and remains the only company in our industry to have concluded two comprehensive investigations that lasted more than three decades on the health risks of inhaling xerographic toner. These studies included assessments of the health of current employees and the causes of death for people who worked for the company between 1960 and 1982. 61 The analysis demonstrated that the health and mortality patterns of Xerox employees were consistent with a healthy working population and, in fact, our employees had a lower rate of disease than the general population. In October 2010, the mortality study was published in the peer-reviewed Journal of Occupational and Environmental Medicine. We have made a long-term commitment to eliminate the use of persistent bio accumulative and toxic materials throughout our supply chain by applying strict internal standards and tightly managing chemicals. Our supplier requirements are periodically updated as regulations change, and new information becomes available. All new product

		<p>designs refer to these requirements, and suppliers are expected to verify their compliance with them.</p> <p>8. Through our partnership with PrintReleaf. Xerox customers have the opportunity to contribute to the reforestation of global forests and reduce their overall sustainability footprint. Based on a theme of "You print one, we'll plant one," paper usage reporting is used to equate the number of trees that are reforested into geographic areas of need. A link to our annual Corporate Social Responsibility (CSR) Report can be found on Xerox.com at https://www.xerox.com/en-us/about/corporate-social-responsibility.</p>	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Ecolabels/Certifications:</p> <ul style="list-style-type: none"> EPA EnergyStar Electronic Products Environmental Assessment Tool (EPEAT) Blue Angel <p>Ratings/Recognition:</p> <ul style="list-style-type: none"> 3rd Party validation of Xerox's GHG emissions (https://www.xerox.com/downloads/dl/usa/en/g/GHGVerificationStatement.pdf) CDP Supplier Engagement Leader Most Sustainably Managed Company in the World, according to the Wall Street Journal For three years running, the EPA has also recognized Xerox as a Gold Tier participant in their Sustainable Materials Management (SMM) Electronics Challenge (https://www.epa.gov/smm-electronics/sustainable-materials-management-smm-electronics-challenge#01). The highest level of achievement an organization can receive, a Gold Tier award means that nearly 100% of the electronics that we take back go to third-party certified recyclers (https://connect.blogs.xerox.com/2018/04/16/xerox-reverse-supply-chain-makes-every-day-earth-day/). Xerox Recognized as one of the World's Most Reputable Companies of 2019. 	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Xerox does not have a WMBE, SBE or Veteran Owned Business certification, however through our dedicated Diverse Alliance Partnership Program we do work with Xerox Historically Underutilized Business (HUBs) partners with various certifications supporting the market places we serve. Through our Diverse Alliance Program, Xerox develops and maintains partnership relationships with HUBs to support the supplier diversity goals and initiatives of our current and potential public sector and commercial customers. For the Federal Government sector, Xerox works in partnership with companies certified as small business as defined by the Federal Small Business Administration and Veteran Owned Business certified by the Veterans Administration via the Vets Firsts Verification Program. As we support our state and local customers, Xerox has and will continue to identify state and local companies that are registered with the appropriate state and local certifying agencies in order to support their supplier diversity inclusion goals and initiatives. And in the commercial sector, Xerox maintains partnerships with companies certified by the major nationally recognized certifying organizations like the National Minority Supplier Development Council (NMSDC), the Women's Business Enterprise National Council (WBENC), and the National Veteran Owned Business Association. As Xerox Diverse Alliance Partners, our HUB partners are able to team with our sales organizations in meaningful ways to address our customers business and supplier diversity objective as Tier I and Tier II direct partners. Our approach to working with your organization on this contract, will be to respond to specific opportunities and based on the customers business requirements and supplier diversity goal and initiatives, to work with certified HUB partners to provide valuable solutions with meaningful HUB supplier diversity inclusion.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Xerox has a rich heritage of innovation, which continues to be a strength of the company as well as a competitive differentiator. As we invest in our core market technologies, we also aim to create value for our customers, , where we have differentiated capabilities. A few of our significant advantages are:</p> <p>Xerox is a full-service provider We offer a "one-stop" solution, encompassing all hardware, software, and services for both on and off-site support. Dealing with one provider streamlines and drives efficiencies in the procurement process for public sector entities.</p> <p>Innovation is the foundation of our corporate culture Xerox was founded on and continues to thrive on, developing innovating products and solutions to help our customers succeed. Our commitment to focused investment in research and development drives innovation and customer value.</p> <p>Xerox ConnectKey Technology Award –winning new Xerox Multifunction Devices (MFD's) are true multi-tasking technology that allows your members to work smarter, not harder. We leverage our workflow capabilities with the Software to provide our customers with new comprehensive and better ways to improve our document related processes and applications, enabling staff and students to work digitally, more productively, with less pater and fewer costs. Our latest ConnectKey technology helps you to collaborative, communicate, connect and work from anywhere. A simple end user experience, benchmark security, cloud connectivity, built in tools for managed print services and customized apps enable staff to work smarter and easier.</p>	

	<p>We lead the way in Managed Print Services Quocirca, IDC and InfoTrends recently issued reports that place Xerox in the top tier of Managed Print Services (MPS) vendors worldwide.</p> <p>Xerox has national (global) customer service presence Customers can rely on Xerox's global infrastructure of service coverage to support customer's national (worldwide) operations.</p> <p>Xerox is a leader in Sustainability At Xerox, sustainability is our way of doing business. We have aligned our goals for the environment and health and safety. We strive to maintain the highest standards to preserve our environment and protect and enhance the health and safety of our employees and communities. Xerox is committed to excellence in after-sales support and services:</p> <p>Worry-free Investment All leased equipment proposed, in our solution to Sourcewell, will be covered under a Xerox Full-Service Maintenance Agreement (FSMA) for the initial full term of the lease. FSMA offers a worry-free investment with Xerox, as any device that Xerox cannot maintain in good working order (and thus is deemed defective by Xerox) will be replaced with a like model of similar features and functionality. This applies to all leased equipment that has been continuously maintained under a Xerox Agreement with FSMA. FSMA is also offered for customer-owned purchased Xerox-brand equipment guaranteeing the same like-for-like replacement during the initial term of the FSMA. Xerox highly recommends annual purchase of the FSMA for all Xerox brand customer-owned equipment.</p> <p>Customer Relations / Customer Advocacy Group On rare occasion, in the event a customer does not receive a response in a timely manner, or cannot navigate how and where to go to resolve a problem or receives a response they don't believe aligns with the spirit and intent of their Xerox relationship, the customer may contact the Xerox Customer Relations Group at customer.relations@xerox.com. Upon submission, the case will be reviewed by a Customer Advocate and a case opened. Sometimes the problem is complex, or sometimes it is small and they just couldn't find the right place to go. We understand there is nothing more frustrating than not getting help when it is truly needed and this group was developed to ensure no customer large or small voice or problem isn't heard. Note: This group is intended for customer service resolution --- not as a substitute for contacting technical service and/or local account teams, etc.</p> <p>Remote Diagnostics Another differentiator of Xerox Service is utilizing our evolution and improvements in Remote Diagnostics capabilities utilizing Xerox proprietary technologies such as Device Direct communication to securely transmit critical service data such as equipment configuration details, firmware versions, fault history, service items approaching replacement intervals, image quality status, and diagnostic information to customer support personnel and technicians. This capability greatly enhances the troubleshooting and repair process resulting in reduced downtime. However, keep in mind that this aspect of Xerox Remote Print Services (XRPS) does not provide proactive service, it simply enhances our remote solve capabilities and makes our traditional break fix service offerings more efficient. Xerox devices can achieve connectivity within XRPS in two ways: via Device Direct and via a discovery agent. Device Direct establishes a direct connection between each device and the Xerox Communication Servers. When configured, Device Direct supports both automated meter reading and automatic supplies replenishment. Device Direct can also send advanced device diagnostic information directly to Xerox to enable remote diagnostics capabilities. Because Device Direct is built-into the print devices, it is not operating system dependent and will work with Apple or Unix-only client environments.</p> <p>Xerox Tools Xerox Tools enables remote, batch configuration management across multiple devices. Ongoing Configuration and Troubleshooting - When Xerox Tools detects a problem, remote troubleshooting capabilities allow you to access networked devices from any web browser to determine whether a repair technician is needed. From a remote site, you can perform vital tasks, including viewing local user interface messages, rebooting devices, performing ping tests, validating and updating network configuration, and observing current levels of consumables.</p>	
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Xerox proposal does not impose usage restrictions or other limitations. Xerox offers the following warranties.</p> <p>i. Services Performance. Xerox agrees to perform the Services in a professional manner, consistent with applicable industry standards. Xerox will re-perform any Services not in compliance with this representation and brought to Xerox's attention in writing within 30 days after such Services are performed, which shall be the exclusive remedy for such non-compliance.</p> <p>ii. Equipment Warranty. Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.</p> <p>iii. Third Party Product Warranty. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.</p> <p>iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:</p> <p>(a) Customer's failure or delay in performing its responsibilities under this Agreement;</p> <p>(b) reasons outside Xerox's reasonable control, including Customer Assets, Customer's content or materials, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or</p> <p>(c) unauthorized modifications to Equipment, Software or Third Party Hardware.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	As long as the products are included in the FSMA, all the expenses of Xerox Technicians are covered. *
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Xerox North America has the most expansive service coverage model which includes Hawaii and Puerto Rico on the far east and west as well as Alaska, Yukon, Northwest territories and Nunavut in northern Canada. We do use multiple coverage strategies such as use of National Service Providers as well as direct technicians. All the geographies in North America will be supported by our certified technicians and authorized providers. In the second part of your question you reference how the support will occur and the answer is the local dispatching systems will engage the local teams to come service the equipment whether in a Metropolitan area, a rural geography or a remote location. *
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Xerox does not provide any warranty on items made by other manufacturers, any OEM manufacturer warranty in place will apply. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLA's or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties. *

46	<p>Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?</p>	<p>Xerox® Intelligent Workplace Services (Xerox Managed Print Services) combines technologies and advanced analytics to create and maintain a secure, optimized, productive and efficient IT and print infrastructure. It uses comprehensive security, analytics, digitization and cloud technologies and software to deliver a more seamless work experience across paper and digital platforms.</p> <p>We are the only vendor with a Government-specific Managed Print Services offering having the only FedRAMP compliant and secure Managed Print Services Offering!</p> <p>Xerox IWS is built on a framework of security</p> <p>We take a comprehensive multi-layered approach to workplace security. The only vendor with a FedRAMP compliant and secure Managed Print Services Offering.</p> <p>On-prem, Cloud, Hybrid-Cloud – let the entity choose what offering is 'right' for their operations.</p> <p>At the device level, Xerox ConnectKey® Technology proactively prevents intrusions by controlling access and requiring authentication at the time of use. We detect and alert at any attempt to alter the system firmware and BIOS to keep malicious software and bad actors from taking hold of our devices. We encrypt and protect the data that is scanned and printed.</p> <p>For Secure Content and Data Management, Xerox IWS includes the Xerox Workplace Suite and Cloud, and DocuShare. Together they provide advanced printing and information-sharing capabilities such as Follow-You Printing (a print anywhere service), secure document release (a for-your-eyes only service), chargebacks, job tracking and cloud-based content management (a secure collaboration service).</p> <p>Xerox IWS goes beyond traditional MPS offerings</p> <p>We bring additional value to your organization and enable digital transformation with Xerox Capture and Content Services. These include scan-to-workflow solutions that bring paper-based information directly into ERP (enterprise resource planning) and CRM (customer relationship management) business process and software platforms (such as Salesforce). ConnectKey® Technology provides a platform for innovation and customization for organizations. For example, single touch, cloud-connected apps allow users to scan directly to or from popular cloud-based repositories like Dropbox™ and Google Drive™ and Scan to/Print from Microsoft® Office 365®. You can transform paper documents to searchable PDFs right at the device or any other of the virtually unlimited options for hard-copy-to-digital document integration with proprietary and third-party document management systems like Microsoft SharePoint® and Xerox® DocuShare</p> <p>Xerox IWS is a platform for continuous improvement and Digital Transformation</p> <p>We are able to monitor and analyze your environment and activities on a device level, user level, and process level to identify opportunities to further refine and improve your results on a continual basis.</p> <p>To improve those processes, we do a granular analysis of processes, step-by-step. We identify the owner, the time and cost associated with each step; the value added (or non-value added); and then redesign and optimize the process.</p> <p>The result of this analytics and data-driven approach is a forward looking roadmap for ongoing improvement, and support for digital transformation strategies.</p> <p>Xerox IWS technology is the foundation to building a high-performing workplace.</p> <p>The Intelligent Workplace is efficient, it has an optimized print infrastructure to control costs, improve sustainability, and maximize ROI.</p> <p>The Intelligent Workplace has productive employees that spend more time on high-value work because they have powerful yet simple printing and scanning at their fingertips wherever and whenever they need them.</p> <p>The Intelligent Workplace is secure across devices, data, documents and content; so, you can empower your people to work and share information with peace of mind.</p> <p>Xerox makes the Intelligent Workplace possible through our next-generation Managed Print Services offering...Intelligent Workplace Services.</p>
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47	What are your proposed exchange and return programs and policies?	<p>Complaint/defective product returns associated with small quantity returns can be handled directly through the Customer Support Line (1-866-XEROX4U). A replacement unit order will be issued within 24 hours. This support line cannot address returns for credit. Credit requests (or any large return) should be handled through the point of purchase or through direct contact with your Xerox sales agent.</p> <p>Xerox has a documented process flow for Complaints and detail Analysis flow for cartridges. Xerox takes all complaints seriously and works diligently with the customer to address any dissatisfaction. Selected defectives are returned to engineering for full analysis and corrective action in order to continuously improve our products.</p> <p>All complaints are recorded and tracked and evaluation results are similarly recorded and maintained for future reference and to further efforts to improve product performance through data analysis and evaluation.</p> <p>Xerox can provide hot swap/loaner devices to handle operational issues for business-critical devices during all hours. A business-critical device is reported out of service via a reactive call to the Sourcewell help desk or a proactive alert from Xerox Tools. We first determine if the device can be brought back to normal operation with a non-service cartridge replacement. If not, a hot swap/loaner device will replace the original failed device.</p> <p>The initial on-site triage of these issues is handled via a partnership of on-site Xerox associates and the first responder resources within Sourcewell's support organization. If the failed device is swapped, the original failed device is brought to a centralized location where Xerox conducts repairs.</p> <p>Entity requirements may drive more than one centralized location where swaps are stored and repairs conducted. Once the original failed device is repaired, it is returned to its original location and operation or may become part of the hot swap/loaner pool, depending on business requirements.</p> <p>Move/Add/Change/Disposal (MACD) procedures exist to maintain device databases and volume tracking integrity. Xerox will ensure.</p> <p>Recycling Service</p> <p>The Xerox Green World Alliance reuse/recycle program is a central element of Xerox's strategy to achieve waste-free product goals for efficient use of materials and energy. Xerox's return program for supplies is a central element of our waste-free strategy. It is the most extensive in the industry, covering everything from consumables to the devices themselves, with our processing of all of these components meeting predetermined standards to prevent the unnecessary disposal of reusable components in landfills.</p> <p>The following routes are available under the Xerox managed service and cover all manufacturers:</p> <ul style="list-style-type: none"> • Cartridge returns: are made easy with prepaid postage labels and the use of packaging from new copy/print cartridges. • Empty toner bottles: Return labels can be printed from the website. • Fuser cartridges: Upon receipt to Xerox, they are cleaned, inspected, and remanufactured following a strict quality process. A pre-paid recycling label is included in select product packaging. If you have misplaced the label, one can be printed by selecting the reorder number from the drop-down menu. • Multiple returns: For returns exceeding 25 cartons per month, you may elect to have prepaid shipping labels mailed to you, eliminating the need to print them from the web. <p>For customers with high usage we can provide a 'Xerox Ecobox', which is a recycling bin for expired toner/print cartridges. Please advise if this a service you would like to discuss further. This is the preferred method used currently; with the Xerox On-Site Staff organizing and managing the Eco Box process.</p>
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48	Describe any service contract options for the items included in your proposal.	<p>Xerox proposal includes service contract options such as:</p> <p>Full Service Maintenance Agreement Xerox commits to providing full service support for any Office or Production device for a minimum of five years following installation. As part of a Full Service Maintenance Agreement (FSMA), and funded through a cost per copy charge, all equipment will be supported for the duration of the contract and agreed extensions, in accordance with the FSMA terms and conditions. This includes remote support, on-site support, parts and labor. Consumables excluding paper media and staples are also provided.</p> <p>MPS Help Desk Support Our solution is powered by our industry benchmark Xerox MPS Tools. These software platforms discover, track, configure, and manage our customer's fleet with robust device management tools, real-time monitoring of your fleet, sending proactive alerts, and trouble tickets directly to our Help Desk. Our Help Desk and Xerox Tools work together to proactively monitor while remaining flexible and customizable depending on the requirements identified while developing the overall output management solution. The Xerox Tools provide a proactive support model that will drastically reduce reactive calls, by end-user submission, for output devices. Typically, with 80-90% of the total output related issues being submitted proactively.</p> <p>Software Support Xerox's Managed Print Services solution can support this program objective. We have partnerships with industry-leading service providers and software companies so that together, we can provide the most comprehensive solutions to meet client requirements at competitive prices. These strategic alliances enable us to provide our clients with versatility unmatched in the marketplace. A few of our key software partners include, but are not limited to YSoft, XMedius, Nuance. The strategic nature of our partnerships fosters collaboration and innovation to deliver benchmark solutions and support. We can work with Sourcewell to identify, what multi-vendor software if any, may require support and agree on how best to support.</p> <p>Software Solution The Xerox software toolset enables full proactive management of the entire fleet of devices. These tools are proprietary and are fully integrated with the Xerox service desk infrastructure, which will enable device monitoring across Sourcewell, which for example, will ensure incident tickets and consumable dispatch are raised automatically and actioned, often before the users are even aware of an issue. This ensures maximum device uptime, user productivity and user satisfaction. In proactive scenarios (i.e. where an alert has been sent to an agent without customer intervention), 95% of incidents will be assigned to an agent within 30 minutes from receipt. The Xerox service desk takes ownership and first uses remote commands to clear the fault. If the solution does not resolve the issue, then an agent passes this over to the Xerox On-Site Staff to attempt to resolve. Should this not be possible then a service call is logged, and an engineer is dispatched, in a timeframe compliant to your SLA. Automated e-mails are triggered throughout the process with status updates. In our experience, the number of reactive print-related calls logged will be dramatically reduced due to the pro-active monitoring at the Xerox helpdesk on Managed Print Service contracts. Xerox will provide up to date status of all calls and will also provide proactive monitoring of in scope devices to identify potential incidents and service requests. These events will be routed directly to Xerox on site staff for resolution with all pro-active consumable's incidents being automatically validated, ordered and shipped by the service desk team. Once transition is complete, all networked devices will be proactively monitored by Xerox toolsets and on-site staff expect to fix around 80% of any faults pro-actively without end user intervention or requiring a reactive call from a user. This reduces any clinical risk that may occur from end user's inability to print Xerox have worked closely with our existing on-site team to increase their skills, as a result a small stock of engineer replaceable parts are kept on-site and they are able to replace these themselves. This limits device downtime as the need to call external engineers is reduced.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Xerox offers Customer's payments of all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account within 30 days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment.</p> <p>Xerox partners range from small, locally-based businesses to national resellers and have varying capability with respect to payment terms. Additionally, in many municipalities there are varying prompt payment statutes, executive orders, etc. as it relates to small business. Unless otherwise agreed to by the end user and the Xerox partner, the above terms will apply to partner transactions as well.</p>
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Xerox provides many types of financing options, including but not limited to: fair market value leases, installment purchase plans and flexible rentals. Xerox will identify with the end-user customers a financing option most beneficial to their budgetary needs and requirements as well as compliant with State and Local statutes and ordinances. A sample of Xerox standard lease terms are included in this response.</p> <p>Xerox partners may also provide a variety of finance options through Xerox Financial Services, LLC or a variety of financing companies to offer the end-user customer the best available options to meet their requirements.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>The Xerox Sales Representative is responsible for contacting a Customer and obtaining an order. After the Xerox agreement is finalized and signed, the Xerox Sales Representative submits the order electronically to the Xerox Order Entry Team. Orders are entered into a centralized ordering system using a unique contract identifier for each contract vehicle, which is accessible to only authorized Sales Representatives and the Order Processing Representatives. Editing of the order is completed and the request for equipment or service is passed to distribution in the equipment procurement system to establish a delivery date and time. Additionally, any special requirements are noted, and the appropriate departments are automatically notified if their involvement is necessary at the time of installation. Once successfully installed and accepted, a notification is sent to the billing system to start the invoicing of the equipment or service. Invoices are generated and delivered to the customer and are due upon receipt.</p> <p>Generally, any equipment or services ordered or invoiced can be tracked and any needed quarterly sales reporting can be pulled from a centralized database using the unique contract identifier established upon execution of the master contract. Quarterly charges are tracked on a control document and examined for consistency. Any variations in the baseline are examined and resolved prior to issuing the report and payment.</p> <p>For transactions processed through an approved partner, other than Xerox Agents who utilize Xerox systems and resources as outlined above, they may utilize their own systems which differ slightly than those processed directly with Xerox. We, however, have a reporting mechanism provided by Xerox which is consolidated into the reporting activity to Sourcewell.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>For the U.S. market, there is no additional cost to use P-card procurement. All payments are due within 31-days of the invoice date. 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. P-card is not available in Canada, Electronic Fund Transfer is the preferred payment method. For transactions through Xerox partners, small businesses may or may not have the ability to accept and process P-Cards and should be negotiated with the government customer and partner prior to sale.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please refer to Attachment A_Xerox US Equipment Price Exhibit and Attachment B_Xerox Canada Price Exhibit.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing within our response provided to all Sourcwell eligible customers is presented as a % off list and will vary based on product or services offering. Xerox will continually update this list as new products and offerings are provided.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Xerox has submitted discounted pricing allowing Sourcwell eligible customers to pick from a menu of products and services to customize a solution based on their specific needs. Products and services may receive further discounts based on Bulk Buy Orders or special time-specific promotions. Any discounts, whether temporary or permanent, will only be applied to future orders. Discounts may not be applied retroactively.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Due to Sourcwell's master terms and conditions, Not Specifically Priced (NSP) products will be offered as open market procurements subject to the applicable terms and conditions.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Other than non-standard delivery charges there are no additional shipping charges. Customer Training and Analyst Services are optional and pricing is provided based on the end user needs. Training and analyst services are subject to the hourly rates prices, and terms and conditions in the applicable then-current Training and Analyst Services price list.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of a Sourcwell Member's equipment order. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up-ending or disassembling Equipment to move through tight doorways or through narrow halls. Third party equipment procured as a not specifically priced item is subject to freight charges.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For the majority of the Canadian marketplace that is classified as urban or rural, shipping and delivery charges are included in the Sourcwell agreed price. No extra charges are required for freight, shipping or delivery. In some of the extremely remote locations in Canada where standard shipping methods are not available and product may need to be flown or airlifted to the final location, then additional shipping charges of \$500.00 per unit will be required and must be added to the amount of the unit prior to contract execution (as is standard practice in these extremely remote areas).
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique distribution methods. If expedited delivery of product is known in advance of order signature there are a number of options. 1. The product can be shipped to Logistics in what is known as Pre-staging and be available for delivery promptly after signature. 2. Product can be sourced locally from existing non-expedited orders and assigned to the order requiring expedited delivery. 3. Demonstration units from local showrooms or sales offices may be available as an interim solution. 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.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please refer to Attachment A_Xerox US Equipment Price Exhibit and Attachment B_Xerox Canada Price Exhibit.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>All orders and P.O.'s under the Sourcwell contract will be processed through the Xerox centralized pricing and contracting system. Upon award, we will establish a unique internal contract number that will drive the Sourcwell negotiated terms and pricing for Xerox direct orders. Document Technology Partners (DTP) will use a unique identifier (SME) to align orders to the Sourcwell terms and pricing.</p> <p>Orders placed within Xerox internal systems will reference the internal contract number. As a result, there can be no deviation from compliance and we will provide reporting and a remittance fee based on all of the data driven under that contract number. The Contract Number is utilized to pull all products and subsequently the charges billed each quarter. Quarterly charges are tracked on a control document and examined for consistency. Any variations in the baseline are examined and resolved prior to issuing report and payment. For US DTP orders for Sourcwell members will reference the unique identifier (SME); as a result, there can be no deviation from compliance and we will provide reporting and a remittance fee based on all of the data driven under that unique identifier (SME). The unique identifier (SME) is utilized by Compliance to track and control orders placed by DTP's. Discrepancies discovered are reported to the DTPs and resolved in the subsequent report and payment.</p> <ul style="list-style-type: none"> Each administrative fee process and reporting are audited at least annually by Xerox internal compliance to identify any potential gaps and propose solutions. Periodically Xerox Internal Auditors will complete a full audit of the end-to-end processes to ensure proper accounting practices are in place. All administrative fees will be remitted to an address or via wire transfer to be indicated in the master agreement by Sourcwell. Sourcwell is responsible for notifying Xerox of any changes to the remittance requirements.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Xerox will pay an administrative fee, which will be a flat fee based on 3% of the mainframe contract price, on a quarterly basis for Xerox Orders.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Xerox intends to establish and provide a contract to Sourcwell members for printers, copiers, multifunction devices and related supplies, accessories, software and Intelligent Workplace Services (IWS). 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.

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 Xerox ConnectKey® Technology platform. 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 Xerox® Easy Translator Service App, 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 Xerox® Audio Documents App, an app available for use with your ConnectKey® Technology-enabled devices that will convert a hard copy document to an audio file
- The Xerox Proof-Reader Service App 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.

Intelligent Workplace Services (IWS)

		<p>IWS is a portfolio of capabilities that goes beyond the limits of traditional Managed Print Services (MPS) by using advanced analytics, cloud, digitization, and comprehensive security to help workplaces become more efficient, employees more productive and data more secure. It's a streamlined and secure way to accelerate digital transformation while optimizing print processes and infrastructure.</p> <ul style="list-style-type: none"> • Efficient Workplace: An optimized print infrastructure means that you can control costs, improve sustainability metrics and maximize ROI. We can assess how much is printed, by whom, and when. That enables us to make sure the right printers with the right capabilities are at the right places, usually reducing the number of printers in a workplace and saving money. • Productive Employees: User-friendly, automated processes help employees be more productive and improve their user experiences. Scanning provides an on-ramp for adding paper-based information directly into business applications, such as a scanned receipt automatically entering the expense report stream. It creates searchable digital files that eliminate the labor required when users hunt for information manually, and can even convert to standard office file formats, like PDF or Microsoft Word. • Secure Environment: IWS can ensure the security of your print, your devices and your data. For example, it can hold documents in a secure server until users authenticate at the printer so documents are never left unattended in an output tray. And this can be achieved wherever and whenever the employee decides to print the document. 	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Office Equipment - printers, copiers, multifunction printers, supplies. • Production Equipment - digital presses, production printers and copiers and workflow software. • Managed Print Services - document management, workflow solutions, software, and workplace optimization. 	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
66	Copiers	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Xerox products for this category as described.	*
67	Printers	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Xerox products for this category as described.	*
68	Multi-function devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Xerox products for this category as described.	*
69	Hardware, software, supplies, consumables, and related accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Xerox products for this category as described.	
70	Managed Print Services (MPS) solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Xerox products for this category as described.	
71	Related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Xerox products for this category as described.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
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72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Xerox tracks and measures the success of our contracts using a number of internal metrics including but not limited to:</p> <ul style="list-style-type: none"> • Year over Year growth of quarterly and Year-to-date member sales volume. • Participation rate by State. • Participation rate by Sales Channel/Partner. • Customer utilization by market segment (e.g. city, county, Higher Education and K-12). <p>Analyzing these metrics enables Xerox to share successes and best practices within our sales channels and allows us to identify growth opportunities where we have gaps in performance.</p> <p>Xerox is also focused on measuring our customer's satisfactions and loyalty. For this reason, we consistently and proactively elicit customer feedback using a combination of relationship and event-based survey programs. We conduct four relationship surveys per year with the goal of obtaining a response from the key decision makers in every agency. We utilize a closed-loop management process to review survey results and establish action plans based on those results to ensure positive experiences and interactions with customers.</p> <p>We have also expanded our standard proactive customer satisfaction system to include a unique customer polling system called Sentinel™. We designed the Sentinel system to facilitate gathering end-user feedback on a regular basis to listen to all employees across a customer's enterprise.</p>	*
73	Describe shipping and delivery options available to participating entities.	<p>These are the shipping and delivery options for US and Canada:</p> <ul style="list-style-type: none"> • Standard Rigger shipment. • Localized courier for smaller printers. • Pre-stage prior to delivery. <p>If expedited delivery of product is known in advance of order signature there are a number of options.</p> <ol style="list-style-type: none"> 1. The product can be shipped to Logistics in what is known as Pre-staging and be available for delivery promptly after signature. 2. Product can be sourced locally from existing non-expedited orders and assigned to the order requiring expedited delivery. 3. Demonstration units from local showrooms or sales offices may be available as an interim solution. 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. <p>Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of a Sourcewell Member's equipment order. Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up-ending or disassembling Equipment to move through tight doorways or through narrow halls. Third party equipment procured as a not specifically priced item is subject to freight charges.</p>	

74	Describe your applicable quality control/chain of custody protocols related to delivery of genuine and authentic equipment, parts, and supplies.	<p>The Xerox brand is known worldwide for delivering industry-leading document technology, services and solutions. Counterfeit parts and supplies misrepresent the quality of our products and pose a serious threat to our reputation.</p> <p>We have rigorous processes to identify and eliminate counterfeit supplies and components from our supply chain. Xerox genuine supplies also are microchip (CRUM) protected for use with Xerox products.</p> <ul style="list-style-type: none"> • We source from a base of trusted and established suppliers (and their authorized distributors) who have been through our comprehensive vetting system. • We seek warranties guaranteeing authenticity and quality; among other benefits, this practice mitigates obsolescence. • Suppliers wanting to substitute an item different than originally agreed upon, are required to seek approval from our Global Procurement and Engineering groups. • We've built security controls into our supply chain to help ensure the uninterrupted flow of products from the point of manufacture to the customer. • We continuously monitor 100 percent of our direct and critical indirect suppliers to ensure compliance with global anti-bribery laws and regulations, including but not limited to, the U.S. Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act. • We are a certified participant of the U.S. Customs and Border Protection Customs-Trade Partnership Against Terrorism (C-TPAT) and the E.U. Authorized Economic Operator (AEO) program in the Netherlands and Ireland. As part of these memberships, we've adopted specific criteria for both our Supplier Security Requirements and internal security policies and standards. • We have an ongoing assessment program to monitor compliance of high-risk suppliers as well as internal locations. We belong to the Transported Asset Protection Association (TAPA). <p>Xerox global procurement operations is platinum-certified to the Chartered Institute of Procurement and Supply (CIPS) in the area of procurement excellence through processes and procedures. In 2012, Xerox was the first organization globally to achieve CIP gold certification. The Platinum Certification signifies world-class levels in all aspects of ethical, sustainable and strategic procurement when measured against CIPS' internationally respected standards structured around leadership and organization, strategy, people, processes and systems, and performance measurement and management.</p> <p>Through the certification process, Xerox global procurement identified and validated best practices, areas for improvement, and gained an unbiased measure of organizational performance against benchmark industry criteria</p> <p>Xerox is also certified to ISO 9001 quality standard.</p>
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Exceptions to Terms, Conditions, or Specifications Form

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Copiers_Printers_MFD_RFP_030321 Tue February 23 2021 03:05 PM	<input checked="" type="checkbox"/>	1
Addendum_8_Copiers_Printers_MFD_RFP_030321 Mon February 22 2021 02:20 PM	<input checked="" type="checkbox"/>	1
Addendum_7_Copiers_Printers_MFD_RFP_030321 Thu February 18 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_6_Copiers_Printers_MFD_RFP_030321 Wed February 17 2021 09:23 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Copiers_Printers_MFD_RFP_030321 Fri February 12 2021 07:58 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Copiers_Printers_MFD_RFP_030321 Wed February 10 2021 11:12 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Copiers_Printers_MFD_RFP_030321 Sun January 24 2021 06:07 PM	<input checked="" type="checkbox"/>	3
Addendum_2_RFP_030321_Copiers_Printers_MFD_RFP_030321 Tue January 19 2021 09:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_030321_Copiers_Printers_MFD_RFP_030321 Thu January 14 2021 10:07 AM	<input checked="" type="checkbox"/>	1