SUBJECT: PIGGYBACK UNIVERSITY OF SOUTH FLORIDA ITN# 17-16-MH COPIERS, PRINTERS AND MULTI-FUNCTIONAL PRINTERS

BID #: PSC-0454-20 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: July 1, 2020 through June 30, 2025

AGENCY: Sheriff

BASIS OF AWARD: Piggyback University of South Florida ITN# 17-16-MH

NUMBER OF BIDS INVITED: ( ) **NUMBER RECEIVED: ( )** **OTHER: ( )**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback ITN# 17-16-MH between the University of South Florida and Xerox for the lease of two (2) DC125CP Copiers, one (1) V180B Color Copier and one (1) D110CP Copier. Period of service is July 1, 2020 through June 30, 2025. Prices and terms and conditions of this request are in accordance with those contained in University of South Florida ITN# 17-16-MH. Recommend approval to authorize the Office of General Counsel to execute the formal contract and any other required documents associated with this award. The total not-to-exceed expenditure amount for the contract period is $649,665.60.

FY20: $32,483.28, FY21: $129,933.12, FY22: $129,933.12, FY23: $129,933.12, FY24: $129,933.12, FY25: $97,449.84

Funding Source – 00111.552101.544100.000000.00001608 $548,419.20 (FY20 is $27,420.96)
00111.561102.544100.000000.00000000 $101,246.40 (FY20 is $5,062.32) To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Risk Management Approval, ITN 17-16-MH, USF Agreement, Xerox Quote

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
TARYN MANSER
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Derrick Lewis, Director of Police Services

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget

Thru: Derrick Lewis
Director of Police Services

Subject: Award Request – Piggyback University of South Florida ITN# 17-16-MH Copiers, Printer and Multi-Functional Printers

Date: April 15, 2020

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Copiers, Printers and Multi-Functional Printers. We request authorization to utilize the University of South Florida (USF) ITN# 17-16-MH, which was competitively procured and issued between the University of South Florida and Xerox. The contract is an active contract between the USF and the vendor. We are requesting the award between the Jacksonville Sheriff's Office and Xerox from July 1, 2020 for a period of sixty (60) months. The not to exceed expenditure amount for the period is $649,665.60. The charge accounts are 00111.552101.544100.000000.00001608 in the not to exceed amount of $548,419.20, with $27,420.96 for FY20 and 00111.561102.544100.000000.00000000 in the not to exceed expenditure amount of $101,246.40, with $5,062.32 for FY20. We are acquiring two (2) DC125CP Copiers, one (1) V180B Color Copier and one (1) D110CP copier.

XEROX		
Location	PMB Copy Center	PTDF Intake
Equipment Type	D125CP	D110CP
FY20	$ 27,420.96	$ 5,062.32
FY21	$ 109,683.84	$ 20,249.28
FY22	$ 109,683.84	$ 20,249.28
FY23	$ 109,683.84	$ 20,249.28
FY24	$ 109,683.84	$ 20,249.28
FY25	$ 82,262.88	$ 15,186.96
	$ 548,419.20	$ 101,246.40

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

Attached is a copy of the Request for ITN #17-16-MH for Copiers, Printers and Multi-functional Printers, the signed agreement, and the Xerox Quote W45981, which includes the product description, agreement information, lease amount, print charges, and maintenance plan features. Prices, and terms and conditions of this order are in accordance with those contained in the University of South Florida ITN # 17-16-MH. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain the best pricing available. We are requesting authorization for the contract to be executed by the Mayor's office. Previous award is PSC-0355-15.

Attached is a copy of the copy of the Certificate of Liability Insurance approved by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

Manser, Taryn

From:	Verdejo Magras, Wanda <WVerdejo@coj.net>
Sent:	Monday, March 02, 2020 10:25 AM
To:	Baines, Deidra B.
Subject:	APPROVED COI FOR Xerox- USF Piggyback Package
Attachments:	APPROVED COI FOR Xerox- USF Piggyback Package.pdf

****EXTERNAL EMAIL SOURCE****

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Greetings,

The attached Certificate of Insurance for Xerox- USF Piggyback Package has been approved by Risk Management.

Risk Management has concluded our review unless you require additional assistance.

NOTE: All emails need to be sent to Wverdejo@coj.net & RiskReview@coj.net

Cordially,

Wanda Verdejo
Project Manager for
Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Office : 904-255-5316
Email : *wverdejo@coj.net*

Jacksonville
Where Florida Begins.

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Proposal prepared for:

Jacksonville Sheriff's Office

Date: November 29, 2018

Tel: (407) 271-5099

E-mail: tom.howe@xerox.com or julie.harrison@xerox.com

xerox

Our proposed solution

Xerox is pleased to present a proposal that will meet the requirements of Jacksonville Sheriff's Office to upgrade their print shop to the most recent Xerox technology. Based on those requirements, our proposal includes the following equipment. In addition, we are also proposing replacing the D95 in the PreTrial facility's Booking department with a D110 Copier / Printer.

Xerox D125 Copier / Printer – Monochrome production printer, printing at speeds up to 125 impressions per minute. This printer configuration will have an in-line GBC Punch and a signature booklet maker. This will allow the print shop staff to eliminate the manual punching of documents for both GBC and Coil Binding. A GBC 19-hole punch die will be included with each D125. A 44-hole punch die will also be included. The dies can be moved from one D125CP to another.

Versant 180 Performance Press – Four-color production press, printing at speeds up to 80 impressions per minute. Best imaging in the industry with our Ultra HD Imaging System, which includes 10-bit color depth or 1,024 shades of color. This creates stunning imaging with smooth gradients.

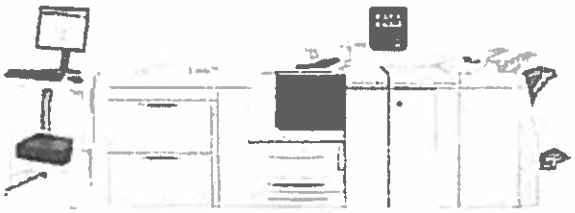
Xerox FreeFlow Makeready Software – a robust prepress tool that streamlines labor-intensive operations and helps you make short work of complex jobs. With "what you see is what you get" (WYSIWYG) page programming, drag-and-drop document assembly, and late-stage editing features, FreeFlow® Makeready® helps you prepare even the most complex documents for digital printing easily and efficiently— and preview the result before you even print a page. Xerox will also provide the required PC and Windows 10 Operating system that Makeready will reside on.

JSO will supply the required Adobe Acrobat Pro 2017 software for each Makeready workstation, as Xerox does not provide this software.

Xerox D110 Copier / Printer – Monochrome production printer, printing at speeds up to 110 impressions per minute to replace the D95 Copier / Printer in PreTrial facility's Booking department.

All pricing terms and conditions are based off the brand new contract between the University of South Florida and Xerox, as listed in ITN-17-16-MH. JSO will be able to piggyback off this contract.

Xerox D-Series Family of Copier/Printers



Total width: 191 in (4,799 mm) **Total height:** 58 in (1,455 mm) **Total depth:** 32 in (803 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

Xerox D110 Copier/Printer

The Xerox D110 Copier/Printer (prints, copies and scans) delivers benchmark black and white prints at resolutions up to 2400 x 2400 dpi at a productive 110 ppm. Includes: Simple workflow with an easy-to-use touch screen, excellent features, and walk-up copy/scan capabilities; Bypass Tray that runs up to 250 sheets in sizes small to large. (4" x 6"/102 mm x 152 mm to 13" x 19.2"/330 mm x 488 mm); 16 lb Bond to 140 lb Index (52 to 253 gsm); 4-Tray Sheet Feed Module accommodates various stock weights and capacities: - Tray 1: 1,100 sheets (8.5" x 11" / A4); 16 lb Bond to 80 lb Cover (52 to 216 gsm); - Tray 2: 1,600 sheets (8.5" x 11" / A4); 16 lb Bond to 80 lb Cover (52 to 216 gsm); - Tray 3-4: 550 sheets each 5.5" x 7.2" (140mm x 182mm) to 13.0" x 19.2" (330mm x 488mm / A5 to SRA3); 16 lb Bond to 80 lb Cover (52 to 216 gsm); 250 sheet Single Pass Color Scan Document Feeder copies/scans at up to 200 images per minute (ipm).

2 Tray Oversized High Capacity Feeder (OHCF-2 Tray)

Enjoy increased productivity with uninterrupted long runs by adding an optional dual tray oversized high capacity feeder to accommodate your standard, oversize and custom stock requirements. The two tray Oversized High Capacity Feeder adds 4,000 sheet capacity for media 8" x 10"/B5 to 13" x 19.2" or SRA3; 18 lb to 110 lb (64 to 253 gsm) enables use of more approved coated stocks

Booklet Maker Finisher

The Booklet Maker Finisher delivers large booklets—up to 25 sheets (100 imposed pages)—and offers excellent handling of coated stocks. With saddle-stitch and bi-fold capabilities, it is ideal for booklets and calendars. Key features include: Multi-position single/dual 100 sheet variable length stapling; In-line stapling yields top-quality, stapled sets—saving time and increasing efficiency; 2 and 3 hole punch North America; 2 and 4 hole punch Europe and South America; Hole-punching saves time, costs and space by alleviating the need to store drilled paper or to remember to load drilled paper. It also enables you to hole-punch paper to meet customer specifications; Add full-color covers or inserts (up to 200 sheets) via the standard post process inserter

GBC® AdvancedPunch™

GBC AdvancedPunch offers a versatile range of punching styles so you can create documents in-house that are ready for professional binding. Easily blends printing, collating and punching to save time, maximize productivity and lower costs. Features: Paper supported: 8.5" x 11 (A4) Long Edge Feed (11" side only), 20 lb Bond to 80 lb Cover (75 gsm to 216 gsm), Several customer replaceable Die Sets available

Interface module

Interface Module acts as a "communications hub" whenever you elect to have Standard or Booklet Maker Finisher connected to the printer. It enables essential functions such as media cooling, decurling and finisher module communications

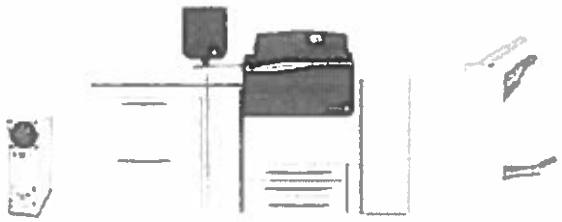
Xerox FreeFlow Print Server-Standalone

Integrate proven production level workflow throughout your print shop. Features: Unmatched processing speed allows you to print several jobs at once or one long streaming job. Submit jobs from anywhere for example, desktop applications, host based channel connections, the Web, CD-ROMs, portable USB devices and Optional FreeFlow Suite components. Quickly add exception pages allowing you to save time and increase productivity by specifying multiple page ranges for a particular exception - no need to for separate exceptions for each page range. Tools to automate and streamline workflow, data stream support for publishing, personalization and transaction print environments. Automated job ticketing and customized job workflows: queues and hot folders. Excellent halftone rendering of photos. Flexible Data Security and data control to define settings for users and groups. The FACI kit (keyboard, mouse and monitor) and stand are options

Xerox Integrated Server

The Xerox® Integrated Server brings benchmark efficiency to your scanning, printing and office communications The server comes standard with every Xerox® D-Series Copier/Printer and includes a broad array of multifunction capabilities. Efficiently scan, copy, fax, print and more, bringing new levels of productivity to office communications

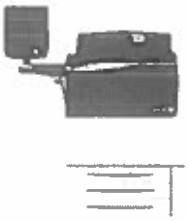
Xerox® Versant® 180 Press



Total width: 118 in (2,971 mm) **Total height:** 48 in (1,212 mm) **Total depth:** 33 in (831 mm)

Dimensions shown are approximate. Please refer to the Installation Guide for exact dimensions

Xerox® Versant® 180 Press



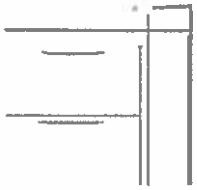
You'll gain an instant quality advantage and ability to create high-value applications. Attract new business, increase margins and build a reputation for excellence with stunning, accurate output

- Up to 80 ppm (52 - 220 gsm)
- Up to 60 ppm (221 - 350 gsm)
- Xerox's exclusive Ultra HD Resolution
- Simple Image Quality Adjustment Tooiset
- Xerox Connect Advantage Services

Advanced High Capacity Feeder

Dual tray 4,000 sheet capacity including paper stabilizers and nip/release rollers to minimize skew, four blowers and friction roller system for media handling reliability.

*Multi-Sheet Inserter is included but is not shown here.



- Holds paper sizes from 5.50" x 7.17" (139.7 mm x 182.0 mm) up to 13" x 19.2"/SRA3 (330.2 mm x 488.0 mm) with a weight of 52 gsm /16lb bond uncoated up to 350 gsm /130lb cover uncoated and 106 gsm coated up to 350 gsm /130lb cover coated
- Tray Inserter bracket included for printing on smaller media: 3.86" x 5.83" (98.0 mm x 148.0 mm)

Xerox® Production Ready Finisher Booklet Maker

The Production Ready Booklet Maker Finisher adds basic booklet making capability to the features of the Production Ready Finisher

- Creates stapled booklets up to 30 uncoated sheets (120 imposed pages at 90 gsm)/ 25 sheets coated sheets (100 imposed pages at coated 90gsm)
- Creates booklets from standard sizes 12" x 18" (SRA3), 11" x 17" (A3), 8.5" x 14" and 8.5" x 11" (A4)
- Custom sizes range from 7.17" x 10.1" (182 mm x 257 mm) up to 13.0 x 19.21" (330.2 mm x 488 mm)
- Handles paper weights 60-350 gsm uncoated or 106-350 gsm coated for booklet making
- Features an output booklet stacking capacity of 2,000 sheets or 3,000 regular sheets
- Top Tray holds 500 sheets

Interface Decurler Module

The Interface Decurler Module acts as a "communications hub" whenever you elect to have any type of finishing, excluding Offset Catch Tray, connected to the press. It enables finisher module communications. A decurler is also resident in this module to ensure flat sheet output.

Xerox® Basic Punch

This punch option can be configured inside all of the Production Ready Finishers:

- Options include 2/3 hole, 2/4 hole, and Swedish style 4 hole punch
- Using standard or custom sizes 8.0" x 7.2" (203 mm x 182 mm) to 11.69" x 17.0" (297 mm x 431.8 mm) for 2 hole, 10.0" x 7.2" (254 mm x 182 mm) to 11.69" x 17.0" (297 mm x 431.9 mm) for 3 hole, and 10.5" x 7.2" (267 mm x 182 mm) to 11.69" x 17.0" (297

mm x 431.8 mm) for 4 hole on uncoated and coated stocks up to 220 gsm

Xerox® EX-i 180 Print Server Powered by Fiery®

The Xerox EX-i 180 Integrated Fiery Color Server is an affordable approach to delivering world-class color with tools that simplify and streamline your workflow. Automate job submission and eliminate repetitive workflows.

- Fiery FS200 Platform
- 1200 x 1200 x 10 RIP rendering and Ultra Smooth Gradients for exceptional smoothness on complex graphical elements

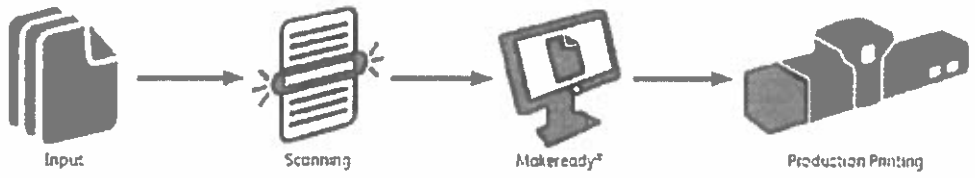
Take the time and labor out of capturing and editing documents and preparing jobs for print.

Powerful prepress capabilities make it easy. Xerox® FreeFlow® Makeready® is a robust prepress tool that streamlines labor-intensive operations and helps you make short work of complex jobs.

With "what you see is what you get" (WYSIWYG) page programming, drag-and-drop document assembly, and late-stage editing features, FreeFlow® Makeready® helps you prepare even the most complex documents for digital printing easily and efficiently—and preview the result before you even print a page.

FreeFlow® Makeready® lets you combine electronic and paper documents to create a unique file and print stream. It also gives you flexibility: while it's fully integrated with select Xerox® DocuMate® scanners, you can also scan directly from your Xerox® production press or multifunction device.

Streamline your workflow with FreeFlow® Makeready®.



Unlimited connected scan input options.

FreeFlow® Makeready® is compatible with select TWAIN compliant, Xerox® DocuMate® scanners—enabling features such as advanced image processing and automatic image enhancement that deliver superior quality. With TWAIN scanning, you get consistent quality and reliable inputs using the included TWAIN driver that was developed specifically for FreeFlow® Makeready®—unlike other prepress solutions that use third-party drivers. You can even automatically retrieve processed jobs from the print server or import existing Adobe® PDF files.

Now even more powerful with Remote Scan technology.

Remote Scan allows you to use FreeFlow® Makeready® with Xerox® production press onboard scanners and Xerox® multifunction devices to generate scanned input for production jobs. If your print engine has an embedded scanner, you can bring jobs back into FreeFlow® Makeready® or retrieve them from the print server. This eliminates the need for a standalone scanning device on the print production floor, and makes it easy for you to create and produce many kinds of jobs—from course packs to complex training manuals and more.

So in addition to traditional image capture with Xerox® DocuMate® scanners, you now have another convenient option to incorporate scanned content into your job at the prepress stage. Remote scanning from your Xerox® production or office devices with onboard scanners—using Windows options, or Device options via Xerox® Extensible Interface Platform (EIP)—gives you more choices and control over scanned content.

Document editing with ease.

The FreeFlow® Makeready® WYSIWYG interface lets you preview PDFs on screen before printing. With integrated Adobe® image editing capabilities, you can quickly and easily handle late-stage edit requests. Prepress features such as "Electronic Light Table" ensure page-to-page and front-to-back registration accuracy—saving you time and preventing costly printing errors.

Plus, you can easily combine hardcopy and electronic documents; add, delete, or move and rotate pages, and add tabs and tab annotations, including automated tab creation using the bookmarks already embedded in your PDF.

Wide selection of printers. One consistent workflow. FreeFlow® Makeready® supports Windows printing and enables WYSIWYG print submission to Xerox® digital color and monochrome printers, featuring the widest selection in the industry. You can even save job tickets to unify job submission for all of your Xerox® printers, simplifying your reprint processes.

Create complex documents with ease.

Boost productivity with quick, easy, and accurate editing.

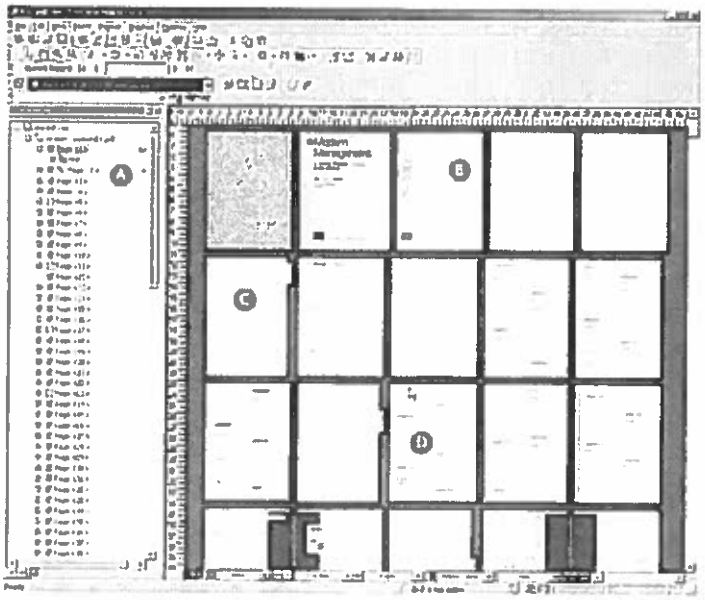
With drag-and-drop functionality, FreeFlow® Makeready® offers document-editing capabilities that save time, such as automatic tabs with tab annotation; simple personalization; and added document security with Specialty Imaging Text effects. It provides your operators with the tools they need to tackle every job, from the simple to the most complex.

A Accept a wide range of industry-standard file types, including Adobe® PostScript®, PDF, EPS, TIFF, JPEG, and more. Achieve real productivity in a true PDF workflow with extensive document editing and production make-ready tools. Advanced tools support mixed page sizes and stocks and honor original PDF properties.

B See the effects of your job setup before you print. FreeFlow® Makeready® packages document prepress activities into one simple intuitive WYSIWYG interface to help reduce errors, save time, streamline processes, simplify proofing, and make job programming easy.

C Create tabs easily with automatic tab annotation. Productivity and accuracy greatly increase as tab-programming processes are nearly eliminated.

D See your job changes reflected automatically in the job ticket. There's no need to update the job ticket: once you've dragged and dropped pages, updated tabs, and completed all of your job manipulations, FreeFlow® Makeready® will automatically configure the job ticket to match your latest changes—saving precious time when you're ready to print.



Do more with ease

- **Add basic variable content and add value to your documents** with the easy-to-use merge and labeling utility. Boost profits with high-value personalized and versioned documents that you can create with ease.
- **Add more security to your documents** while providing increased creativity using Specialty Imaging Text effects, including:
  - —GlossMark®: visible only as a gloss under inclined illumination
  - —Correlation Mark®: requires a "decoder" transparency to view
  - —MicroText Mark: can only be seen with magnification; blurs when reproduced
  - —For a complete list, visit xerox.com/digital-printing/print-solutions/secure-printing
- **Edit your print jobs more easily.** You can delete, move, and duplicate document pages; add blank pages, or even combine scanned and electronic pages.
- **Edit PDF pages.** Add watermarks, page numbers, headers, and footers. You can also edit images within a PDF page—including image enhancements such as sharpening, rotating, and cropping.

Lease Pricing PROPOSAL

xerox

Presented to Jacksonville Sheriff's Office

By Tom Howe

On 11/30/2018

For Installation at:
1ST FLOOR PRINT SHOP
501 E BAY ST
JACKSONVILLE, FL

This proposal is for a 60 month agreement based off the USF contract.
All service clicks are fixed for the term of the contract.
State or Local Government Negotiated Contract 072787600

Solution

Product Description Item	Agreement Information		Trade Information	Requested Install Date
1. D125CP (D125 COPIER/PRINTER) - Gbc Advanced Punch (Third Party) - Esd Protection Kit - Standard Install Interface Module 2t Ovrsz Hicap Feedr - D5 Ekillnshr Xc 2/3 - Customer Ed Analyst Services Supplies - 44 Hole Coil Bind Punch (8R13067) Qty: 1	Lease Term: Purchase Option:	60 months FMV	Xerox 120 MFP S/N TD7001402 Trade In as of Payment 48	12/17/2018
2. D125CP (D125 COPIER/PRINTER) - Gbc Advanced Punch (Third Party) - Esd Protection Kit - Standard Install - Interface Module 2t Ovrsz Hicap Feedr D5 Ekillnshr Xc 2/3 Customer Ed Analyst Services	Lease Term Purchase Option	60 months FMV	Xerox 120 MFP S/N TD7001408 Trade In as of Payment 48	12/17/2018
3. FFSRVR (FFPS SVR-D95/110/125) - Controller Stand - D125 Cp Srv License - Vsal required On Cp Customer Ed - Analyst Services	Lease Term: Purchase Option:	60 months FMV	None	12/17/2018

All information in this proposal is considered confidential and is for the sole use of Jacksonville Sheriff's Office. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement.
Pricing is subject to credit approval and is valid until 12/30/2018.

For any questions, please contact me at (407)271 5099

XEROX TOTAL SATISFACTION GUARANTEE

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Solution (Cont'd)

Item / Product Description	Agreement Information		Trade Information	Requested Install Date
4. FFSRVR (FFPS SVR D95/110/125) - Controller Stand - D125 Cp Srv License - Vsel-required On Cp - Customer Ed - Analyst Services	Lease Term: Purchase Option:	60 months FMV	None	12/17/2018
5. V180D (VERSANT 180 PRESS) - Interface Decurlr Mod - Prod Rdy Book Mkr - VB0 2 Tray Adv Chd - Prd Rdy 2/3 Punch	Lease Term: Purchase Option:	60 months FMV	- Xerox C75 FOR LEO NAAO ONLY S/N XU64 N6974 Trade-In as of Payment 48	12/17/2018
6. V180EFI (EX-I 180 EFI PR SVR) - Impose With Loc - Customer Ed - Analyst Services	Lease Term: Purchase Option:	60 months FMV	- Xerox C75EFI S/N B35457721 Trade-In as of Payment 48	12/17/2018
7. FFMXRC (MAKEREADY) - FFMR Workstation (TXC) - Customer Ed - Analyst Services	Lease Term: Purchase Option:	60 months FMV	- Xerox FFLOW MONO S/N KLA005228 Trade-In as of Payment 48	12/17/2018
8. FFMXRC (MAKEREADY) - FFMR Workstation (TXC) - Customer Ed Analyst Services	Lease Term: Purchase Option:	60 months FMV	- Xerox FFLOW MONO S/N KLA005229 Trade-In as of Payment 48	12/17/2018

Monthly Pricing

Item	Lease (Total Monthly Payment)	Maintenance (Total Monthly Payment)	Print Charges: Meter	Volume Band	Cost Per Image	Maintenance Plan Features
1. D125CP	$2,146.43	Included	1: Black and White Impressions	1 - 200,000 200,001+	Included $0.0036	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. D125CP	$2,129.29	Included	1: Black and White Impressions	1 - 200,000 200,001+	Included $0.0036	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. FFSRVR	$489.81	Included	N/A	N/A	N/A	- Full Service Maintenance Included
4. FFSRVR	$489.01	Included	N/A	N/A	N/A	- Full Service Maintenance Included

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Lease Pricing PROPOSAL

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Monthly Pricing (Cont'd)

Item	Lease (Monthly Payment)	Maintenance (Monthly Payment)	Meter	Print Charges (Volume Band)	Print Charges (Per Print Rate)	Maintenance Plan Features
5. V180B	$2,313.86	Included	1: Color Impressions	1 - 25,000 25,001+	Included $0.0374	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			2: Black and White Impressions	All Prints	$0.0115	
			3: Color Large Impressions	All Prints	$0.0038	
			4: Extra Long Impressions	All Prints	$0.0309	
6. V180CFI	$362.78	Included	N/A	N/A	N/A	- Full Service Maintenance Included
7. FFMKRC	$583.10	Included	N/A	N/A	N/A	- Full Service Maintenance Included
8. FFMKRC	$625.24	Included	N/A	N/A	N/A	Full Service Maintenance Included
Total	$9,140.32	$0.00	Minimum Payments (Excluding Applicable Taxes)			

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Lease Pricing PROPOSAL

xerox

Presented to Jacksonville Sheriff

By Tom Howe

On 11/29/2018

For Installation at:
BOOKING 1ST FLR
500 E ADAMS ST
JACKSONVILLE, FL

This proposal is for a 60 month agreement, based off the USF contract.
All service clicks are fixed for the term of the contract.
State or Local Government Negotiated Contract 072187600

Solution

Item / Product Description	Agreement Information		Trade Information	Requested Install Date
1. D110CP (D110 COPIER/PRINTER) - High Capacity Feeder - Restricted Access Ins - D4 Stapler Finisher 2-3 Hole - Customer Ed - Analyst Services	Lease Term: Purchase Option:	60 months FMV	- Xerox LT PROD COPIERS S/N BG2947346 Trade In as of Payment 46	12/17/2018

Monthly Pricing

Item	Lease (Monthly Payment)	Maintenance (Monthly Payment)	Print Charges: Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. D110CP	$1,102.44	Included Extended Service $585.00	1: Black and White Impressions	1 - 100,000 100,001+	Included $0.0039	- Consumable Supplies included for all prints - Pricing Fixed for Term - Extended Service Coverage: 3 x 7
Total	$1,102.44	$585.00	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of Jacksonville Sheriff. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 12/29/2018.

For any questions, please contact me at (407)271 5099

XEROX TOTAL SATISFACTION GUARANTEE

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Financial Analysis for JACKSONVILLE SHERIFF

Prepared on 9/11/2018

Current Costs

1	120 MFP 38F631403	Leased 46 of 60 12/30/14	$2,871.35	Included	1 MONO A	1 - 225,000 225,000+	Included $0.0052	321,485	96,495	$501.77	$3,373.12
2	120 MFP 38F631409	Leased 46 of 60 12/30/14	$2,871.35	Included	1 MONO A	1 - 225,000 225,000+	Included $0.0052	318,744	91,744	$476.87	$3,348.22
3	C15 FOR LEO NAAD ONLY 4U6376924	Leased 45 of 60 12/30/14	$2,481.84	Included	1 COLOR 2 B/W	1 - 43,000 43,000+ All Prints	Included $0.0112 $0.0115	31,835 318	0 318	$0.00 $3.66	$2,485.50
4	CFSEFI B3549731	Leased 46 of 60 12/29/14	$373.21	Included	N/A	N/A	N/A	N/A	N/A	N/A	$373.21
5	FFLOW MONO KLA005328	Leased 46 of 60 12/30/14	$499.29	Included	N/A	N/A	N/A	N/A	N/A	N/A	$499.29
6	FFLOW MONO KLA005329	Leased 46 of 60 12/30/14	$667.50	Included	N/A	N/A	N/A	N/A	N/A	N/A	$667.50
7	LT PROD COPIERS B3284796	Leased 46 of 60 12/16/14	$1,176.51	Included Extended Service $585.00 3 of 7	TOTAL	1 - 110,000 100,000+	Included $0.0080	123,847	23,847	$63.03	$1,844.59
Service Total		$10,841.34	$585.00					756,259		$857.80	$12,283.87

Proposed Costs

1	D125CP (D125 COPIER/PRINTER)	Lease Term 60 months	$2,144.42	Included	1 Black and White Impressions	1 - 200,000 200,001+	Included $0.0030	321,485	121,485	$437.76	$2,582.18
2	D125CP (D125 COPIER/PRINTER)	Lease Term 60 months	$2,119.39	Included	1 Black and White Impressions	1 - 200,000 200,001+	Included $0.0030	318,744	118,744	$356.23	$2,475.61
3	FFSRVR (FPS SVR-D95/110/125)	Lease Term 60 months	$400.91	Included	N/A	N/A	N/A	N/A	N/A	N/A	$400.91
4	FFSRVR (FPS SVR-D95/110/125)	Lease Term 60 months	$400.91	Included	N/A	N/A	N/A	N/A	N/A	N/A	$400.91
5	V180B (VERSANT 180 PRESS)	Lease Term 60 months	$2,313.60	Included	1 Color Impressions 2 Black and White Impressions 3 Color Large Impressions 4 Extra Long Impressions	1 - 25,000 25,001+ All Prints All Prints All Prints	Included $0.0374 $0.0115 $0.0030 $0.0306	31,835 318 0 0	6,835 318 0 0	$255.60 $3.66 $0.00 $0.00	$2,569.42
6	V180EFI (EX-V180 EFI PR SVR)	Lease Term 60 months	$283.79	Included	N/A	N/A	N/A	N/A	N/A	N/A	$283.79
7	FFSRVR (MAKEREADY)	Lease Term 60 months	$593.19	Included	N/A	N/A	N/A	N/A	N/A	N/A	$593.19
8	FFSRVR (MAKEREADY)	Lease Term 60 months	$625.26	Included	N/A	N/A	N/A	N/A	N/A	N/A	$625.26
9	D110CP (D110 COPIER/PRINTER)	Lease Term 60 months	$1,152.64	Included Extended Service $585.00	1 Black and White Impressions	1 - 100,000 100,001+	Included $0.0029	123,847	23,847	$691.03	$1,719.64
Total			$10,833.26	$585.00				754,059		$2,296.22	$11,666.48

Monthly Savings	$396.84
Annual Savings	$4,762.08
Contract savings	$12,918.48

Lease price does not include Staples or Paper.

This quote is valid until December 30, 2018 and is subject to change at that time.

Pricing Proposal subject to terms and conditions of the University of South Florida Contract based on ITN-17-16-MH.

Contact information

: Tom, Howe, tom.howe@xerox.com; (407) 271-5099

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INVITATION TO NEGOTIATE

COPIERS, PRINTERS & MULTI-FUNCTIONAL PRINTERS

ITN 17-16-MH

UNIVERSITY OF SOUTH FLORIDA

The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for **COPIERS, PRINTERS & MULTI-FUNCTIONAL PRINTERS** as further specified herein.

If you are interested in submitting a proposal, please note that the proposal needs to be submitted no later than **3:00 p.m., March 21, 2017**. Any questions concerning this Invitation to Negotiate should be directed to
Michael Hernandez, Purchasing Manager, Purchasing Services: mahernandez@usf.edu .

University of South Florida
Purchasing Services
4202 E. Fowler Avenue SVC 1073
Tampa, Florida 33620-9000
http://www.usf.edu/business-finance/purchasing/staff-procedures.index.aspx

UNIVERSITY OF SOUTH FLORIDA **INVITATION TO NEGOTIATE** **Competitive Solicitation** **Acknowledgement Form**	**Submit Response To:** University of South Florida Purchasing Services 4202 E. Fowler Ave. SVC 1073 Tampa, FL 33620 Phone (813) 974-2481 http://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx
ITN : 17-16-MH	**Title: Copiers, Printers & Multi-Functional Printers**
Date of Issue: February 16, 2017	**Response Due Date and Time: March 21, 2017 at 3:00pm**
ITN Point of Contact	
Name: Michael Hernandez	**Email:** mahernandez@usf.edu
Vendor Information	
Company Name:	**Reason for no offer:**
Mailing Address:	
City, State, Zip Code:	**Posting of Competitive Solicitation Tabulations**
Area Code / **Telephone no.**	Proposal tabulations with intended award(s) will be posted for review by interested parties at Purchasing Services and our solicitation web page and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and USF Regulation USF4.02090, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003 and USF Regulation USF4.02050, shall constitute a waiver of proceedings under that regulation.
Toll Free no.	
Fax no.	
Email Address:	

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Government Classifications
Check all applicable

- ☐ African American
- ☐ American Women
- ☐ Asian-Hawaiian
- ☐ Government Agency
- ☐ Hispanic
- ☐ MBE Federal
- ☐ Native American
- ☐ Non-Minority
- ☐ Non-Profit Organization
- ☐ Pride
- ☐ Small Business Federal
- ☐ Small Business State
- ☐ Veteran/Service Disabled

I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or service and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN proposal and certify that I am authorized to sign this ITN proposal for the responder and that the responder is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a proposal to the University of South Florida Board of Trustees, a public body corporate ("University"), the responder offers and agrees that if the ITN proposal is accepted, the responder will convey, sell, assign or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the responder.

_____
Printed Name/Title

_____
Authorized Signature

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SECTION I: INTRODUCTION

Purpose of ITN

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate agreements with multiple vendors for Copiers, Printers and Multi-Functional Printers to support the University's requirements. We invite proposals from qualified Vendors with product lines meeting the specifications below. Through this process the University desires to negotiate the best value agreements with respect to equipment, financial terms and services to be provided to the University.

Description of University

Founded in 1956, the University of South Florida has become one of the largest universities in the Southeast, with a student body of 47,000 within the USF System that includes USF Tampa, USF St. Petersburg, and USF Sarasota-Manatee an annual budget of $1.5 billion, and an annual economic impact of $3.7 billion. USF is one of only three Florida public universities classified by the Carnegie Foundation for the Advancement of Teaching in the top tier of research activities, a distinction attained by only 2.2 percent of all universities. The University's renowned faculty generate over $390 million in contract and grant-sponsored research each year.

Located in the Tampa Bay region – one of the fastest-growing metropolitan areas of the nation – the University of South Florida has received vital support from business leaders and organizations, and contributes to the economic growth of the region through research and service projects.

The University's priorities are focused on student success, community engagement, research and innovation, global literacy and impact, and integrated interdisciplinary inquiry. A national reputation as a dynamic research university is attracting more and more of the nation's best and the brightest scholars to the Tampa Bay area. USF research is taking place across an astonishing array of disciplines, from marine sciences to teacher education, micro engineering to cancer treatments.

The University has world-recognized researchers in all of its colleges conducting research in areas such as oceanography, coastal geology, medicine, satellite communications and mapping, curriculum and testing innovation, aging, health outcomes and community welfare, business systems, fine arts, and many others.

USF is a member of the American Athletics Conference, with 17 men's and women's varsity teams competing at the NCAA-level. New facilities for practice and competition, along with a completely renovated USF Sun Dome, put the university's athletic facilities on par with virtually every top program in the country

Additional information available at http //www usf edu/About-USF/index.asp

SECTION II: SPECIAL CONDITIONS

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing and Property Services or vendors who have downloaded this Invitation to Negotiate from the USF Purchasing Web sitehttp //www.usf.edu/business-finance/purchasing/staff-procedures/index aspx are solely responsible to check the USF Purchasing Web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

1. OPENING NOTE TO VENDORS

Vendor's response to this **Invitation to Negotiate** shall be delivered to the ***Purchasing Services, University of South Florida, 4202 East Fowler Avenue SVC 1073, Tampa, Florida 33620-9000***, no later than **3:00 P.M. on March 21, 2017** according to the official clock located in the University's Purchasing Department. No other time-keeping source will be considered for this purpose The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the Invitation to Negotiate that arrive after **3:00 P.M. on March 21, 2017** will be rejected in the University's sole discretion. These proposals will be returned unopened to the Vendor. Proposals and/or amendments ***will not*** be accepted at any time via facsimile or electronic mail **At 3:00 P.M. on March 21, 2017, all timely ITN Proposals received will be opened and recorded.**

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor must allow sufficient time to ensure the University's proper receipt of the proposal package by the time specified above **Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure that the ITN Proposal package arrives at the University's**

Purchasing Department no later than 3:00 P.M. on March 21, 2017.

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: **ITN 17-16-MH**.

All proposals submitted must include on our standard Invitation to Negotiate Form signed.

2. EVENT SCHEDULE (dates are subject to change)

ITN Issued	February 16, 2017
Vendor's Questions Due	February 27, 2017 by 2:00pm
Response to Questions Posted	March 07, 2017 by 5:00pm
Proposals Due/Bid Opening	March 21, 2017 at 3:00pm
Proposal Evaluations	March 22, 2017 to April 05, 2017
Bid Awarded	April 12, 2017

3. INQUIRIES

The University will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this Invitation to Negotiate. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Vendor in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Vendor accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the university by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and post on the Purchasing Web site only.

Note: Vendors are responsible to insure that the University has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda via e-mail.

4. QUESTIONS ABOUT ITN - POINTS OF CONTACT

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 2:00 P.M. February 27, 2017.

Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez, Purchasing Manager, Purchasing Services, via e-mail at mahernandez@usf.edu.

5. RESPONSE TO VENDOR QUESTIONS

Responses to all vendor questions received prior to **2:00pm on February 27, 2017** will be addressed via an Addendum by **5:00pm on March 07, 2017** send email questions to Michael Hernandez mahernandez@usf.edu

6. ADDENDA

Purchasing Services may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation to Negotiate. No verbal or written information from any source other than the Purchasing Services addenda is authorized as representing the University.

Vendor's failure to return any and all addenda may result in disqualification of that Vendor's Invitation to Negotiate.

PLEASE NOTE: It is solely the Vendor's responsibility to check the USF Purchasing Web site at usfweb.usf.edu/purchasing/purch2.htm, forty-eight (48) hours before the closing time of this proposal to verify that the proposer has received any addenda that may have been issued.

7. MEETINGS

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing Services Department located at 4202 E Fowler Avenue AOC-200, Tampa, Fl 33620 and posted

electronically on the USF Purchasing Bid website five business days prior to the meeting. (http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx). For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN vendor list.

8. PARKING

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking and Transportation Services (813-974-3990 for further information) for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis) Parking rules and regulations must be observed by all drivers. Website for parking services is: http://www.usf.edu/administrative-services/parking/parking/visitor-parking.aspx

9. AWARD

Vendor's proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The University reserves the right to reject any or all proposals.

Vendors may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).

The award(s) shall be made by the University to the most responsive and responsible vendor whose final proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

The University's intent is to award on an "All-or-None Total Offer" basis.

10. PROPOSAL TABULATION

Vendors desiring a copy of the proposal tabulation for the Invitation to Negotiate may request a copy via email to the ITN point of Contact Michael Hernandez mahernandez@usf.edu . Proposal tabulation will be available after award and will be posted on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. Proposal results will not be given out over the telephone.

11. THE INVITATION TO NEGOTIATE PROCESS

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Vendor(s) to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University. Only representatives of the participating Vendors who are authorized to negotiate and make agreements shall be involved in negotiations.

12 EVALUATION CRITERIA

Evaluation will be based on criteria identified in the Section III - Specifications. **Any information a Vendor deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the proposal.** While the University reserves the right to request additional information or clarification from Vendors at any time in the process, Vendors should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

13. NEGOTIATION WITH VENDORS

To identify vendors for negotiations, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in SECTION III for the purpose of identifying vendors for negotiation.

Vendors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Vendors to discuss their offers and proposals in further detail with the University. Selected vendors may be given the opportunity to refresh their initial offers. Refreshed proposals allow vendors to match or exceed the offers made by competitors, both as to services and cost. This allows the University to secure services which best meet its needs, at a

highly competitive and favorable cost At the conclusion of this negotiation process, the University may ask selected vendors to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. Invitation to submit a best and final offer is not automatic After this negotiation a final Vendor(s) may be selected.

14. INVITATION TO NEGOTIATE FORM

All proposals shall be submitted using the University of South Florida Invitation to Negotiate form as a cover to be considered for an award of the proposal. The form shall be completed in ink or typewritten, signed by an authorized signatory of the Vendor and returned with the proposal in a sealed envelope Vendor is responsible for marking the outside of the sealed envelope with the proposal number and the opening date.

The Invitation to Negotiate form and all related pages are a legal document and cannot be altered by the Vendor in any way. Any alteration made by a Vendor may disqualify the proposal and the response may be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the proposal issued by Purchasing Services.

15. RIGHT TO NEGOTIATE

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple Vendors that appear to have submitted proposal(s) that best meet the needs and requirements of the University. Negotiations could include but are not limited to price and the terms and conditions of this ITN.

If for any reason a Vendor(s) and the University cannot arrive at a mutual agreement that would result in the issuance of a contract, the University reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Vendors that may lead to the issuance and award of a contract.

16. VENDOR'S RESPONSIBILITY

It is understood and the Vendor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.

17. VENDOR'S EXPENSE

All proposals submitted in response to the ITN must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Invitation to Negotiate. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

18. NUMBER OF PROPOSALS SUBMITTED

Vendor shall submit one (1) original proposal-clearly mark as "original" and one (1) copy. Vendors must also submit one (1) Electronic copy preferably on a flash drive. Proposals that do not include all of the requested copies may be disqualified at the sole discretion of the University of South Florida.

19. PROPOSAL REJECTION

The University shall have the right to reject any or all ITN proposals and in particular to reject an ITN proposal not accompanied by data required by the Invitation to Negotiate or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

20. OPEN COMPETITION

The University encourages free and open competition among vendors. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Vendor's signature on their ITN proposal guarantees that the prices quoted have been established without collusion with other Vendors and without effort to preclude the University from obtaining the lowest possible competitive price.

21. ORAL PRESENTATION

After ITN proposals have been opened, Vendors submitting ITN proposals may be requested, at the sole option of the University, to make oral presentations or provide written clarifications Such presentations or clarifications will provide

an opportunity for the Vendor to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Vendor's ITN proposal and become part of the same as if originally submitted.

22. MISTAKES

In the event of extension error(s), the unit price will prevail and the bidder's "Total Offer" will be corrected accordingly. In the event of addition error(s), the extended totals will prevail and the bidder's "Total Offer" will be corrected accordingly. Bidders must check their bid proposals for any such errors and state the discount(s) in the proposal, where applicable. Failure to do so will be at the bidder's risk.

In the event a mistake results in the written request of a Vendor withdrawing any part of the proposal, the Vendor must withdraw the entire proposal package and the University will not consider that proposal for award of ANY of the subject ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be approved by USF Purchasing Services whose decision shall be final.

Vendors must check their proposals for any errors. Failure to do so will be at the Vendor's risk.

23. RIGHT TO TERMINATE

In the event any of the provisions of the contract are violated by the successful proposer, the University may serve written notice upon Vendor of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the Vendor, the contract shall cease and terminate. The liability of the Vendor and/or his surety for any and all such violation(s) shall not be affected by any such termination.

24. CANCELLATION

For the protection of both parties all contractual obligations shall prevail for at least 90 days after the effective date of the contract. After that period, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

25. FORCE MAJEURE

No default, delay or failure to perform on the part of the either party shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strikes, lockouts or inactions of governmental authorities, epidemics, acts of terrorism, war; embargoes; fire; earthquake; acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

26. PAYMENT

The University will make partial payment in the amount of the value of items or service received and accepted by the University in response to a request by the Vendor along with the submission of a properly executed invoice, and supporting documents (if required). The University shall issue the Vendor's payment within 30 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. The University's preferred payment method is P-card. No additional charges will be accepted for use of P-card payment. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481.

27. FEID NUMBER

The awarded Vendors will be required to supply their Federal Employee Identification Number or Social Security number prior to entering into the final agreement.

28. W-9 (W-8BEN for Foreign Vendors) FORM

Awarded Vendors are required to complete and return the USF Substitute W-9 (or appropriate IRS W-8 Form for Foreign Vendors). **The W-9 or W-8 must be completed and signed before a contract can be approved.**

29. STANDARDS OF CONDUCT

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential vendor to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

30. USF TOBACCO AND SMOKE FREE POLICY 6-026

As of January 4, 2016 the University of South Florida is a tobacco free campus.
Smoking, tobacco use, and use of related products is prohibited on all property owned, leased or operated by USF. This includes, but is not limited to, all indoor and outdoor areas and properties. Additionally, no smoking and/ or tobacco products will be sold or advertised on the USF Tampa campus. This Policy applies to all faculty, staff, students, vendors and visitors.

Complete policy details can be found at:

http://regulationspolicies.usf.edu/policies-and-procedures/pdfs/policy-6-026.pdf

31. AMERICAN WITH DISABILITIES (ADA)

The Vendor awarded this proposal/proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify Purchasing and Property Services at (813)974-2481 at least 5 working days prior to the scheduled event.

32. PUBLIC RECORDS

Sealed proposal responses received by the University pursuant to Invitation to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the University provides notice of an intended decision or until thirty (30) days after the opening of final replies, whichever is earlier.

The University reserves the right of unilateral cancellation for refusal by the Vendor(s) to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the Vendor(s) in conjunction with this resulting contract.

33. EQUAL OPPORTUNITY STATEMENT

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a vendor under this agreement, the bidder commits to the following:

A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.

B. If the bidder expects to receive $25,000 in Revenues during the first 12 months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response. Sample certificate attached.

C. If the bidder expects to receive $60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

D. If the bidder expects to receive $60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.

34. PUBLIC ENTITY CRIMES

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in the University Regulation 4.02030(1), for a period of 36 months

from the date of being placed on the convicted vendor list.

35. LOBBYING

The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids

36. AFFIRMATIVE ACTION

As a condition of this contract, the Vendor agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

37. TAXES

The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

38. LICENSES

In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.

39. CERTIFICATION

In accordance with Section 112.3185, Florida Statutes, the Vendor hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of this Agreement by the University.

40. INDEMNIFICATION

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees, a public body corporate, and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Vendor and/or Vendor's officers, employees, agents and contractors, in connection with this Agreement.

41. INSURANCE

a. The Vendor shall not commence any work in connection with this contract until obtaining, at a minimum, all of the types of insurance enumerated below and having such insurance approved by the University. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Vendor shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the University of South Florida Board of Trustees, State Board of Governors and the State of Florida as additional named insureds.

b. The Vendor must secure and maintain, during the life of this agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Vendor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Vendor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.

c. The Vendor must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Vendor and its officers, employees, servants, agents, and University from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Vendor or by anyone directly or indirectly employed by the vendor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

1.	Commercial General Liability	
	Each occurrence	$ 250,000
	Each aggregate	$ 500,000
2.	Business Auto Liability Insurance	
	Combined Single limit	$ 500,000
3	Umbrella or Excess Liability	$1,000,000

d. The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any vendor's insurance policy. The payment of such deductible is solely the responsibility of the Vendor obtaining the insurance.

42. RELATIONSHIP OF PARTIES

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting Vendor as the agent or representative of the University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

43. TECHNOLOGY PROVIDED

The University's expectation is that vendors shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

44. PURCHASES BY OTHER UNIVERSITY ENTITIES

With the consent and agreement of the successful Vendor(s), purchases may be made under this ITN by University of South Florida Direct Support Organization and affiliated entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

45. MINORITY BUSINESS ENTERPRISE (MBE)

The University of South Florida actively encourages the continued development and economic growth of small, minority, service disabled veterans and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the University. To this end, it is vital that small, minority, service disabled veterans and women-owned business enterprises participate in the State's procurement process as both **prime contractors and subcontractors**. Small, minority, service disabled veterans and women-owned business enterprises are strongly encouraged to submit replies to solicitations, or to contact larger suppliers about subcontracting opportunities.

When and if USF requests the vendor shall submit documentation describing the efforts being made to encourage the participation of small, minority, service disabled veterans and women-owned business enterprises within their organization. Vendors shall also provide a list of MBE suppliers and subcontractors with the bid proposal.

When and if USF requests vendors are obligated to provide the following. Vendors who contract with the University are required to provide information related to the use of certified/non certified small, minority, service disabled veterans and women-owned business. Prime Contractor Quarterly Reports should identify any participation by diverse contractors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree.

When and if USF requests vendors are obligated to provide the following. Prime Contractor Quarterly Report documentation shall include the reporting of spending with state of Florida certified/non certified small, minority, service disabled veterans and women-owned business enterprises. Such reports must be submitted quarterly to the USF Purchasing Manager mahernandez@usf.edu by e-mail to be utilized for the University's Annual subcontractor reporting to the State of Florida, Department of Management Services, Office of Supplier Diversity. Subcontractor Reports should be provided by the Prime Contractor on a quarterly basis by the 7th of the month in January, April, July & October by email.

The Quarterly Reporting Requirements for Prime Contractors Form to submit the use of subcontractor's quarterly spend data is located here: http://www.usf.edu/business-finance/purchasing/sup-div/index.aspx
The form also includes the minority business enterprise codes that are applicable to this reporting requirement. Minority Business Enterprises reported:

CERTIFIED MBEs
CMBE, MV-H, AFRICAN-AMERICAN
CMBE, MV-I, HISPANIC AMERICAN
CMBE, MV-J, ASIAN-HAWAIIAN
CMBE, MV-K, NATIVE AMERICAN
CMBE, MV-M, AMERICAN WOMAN
CMBE, MV-W1, SERVICE DISABLED VETERAN (CERTIFIED)

NON-CERTIFIED MBEs
NON-CMBE, MV-N, AFRICAN-AMERICAN
NON-CMBE, MV-O, HISPANIC AMERICAN
NON-CMBE, MV-P, ASIAN-HAWAIIAN
NON-CMBE, MV-Q, NATIVE AMERICAN
NON-CMBE, MV-R, AMERICAN WOMAN

Is your firm a "Minority Business Enterprise" defined as a business concern engaged in commercial transactions which is domiciled in Florida, is at least fifty-one (51%) percent owned by minority person and whose management and daily operations are controlled by such persons?

YES ☐ NO ☐

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES ☐ NO ☐

46. CONDITIONS AND PROVISIONS

USF reserves the right to reject any and all proposals and to waive minor variances from the requirements set forth in this ITN. USF at its sole discretion will select the proposal it deems is in the best interests of USF.

47. FEDERAL DEBARMENT

By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

48. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All vendors must disclose with their ITN the name of any officer, director, or agent who is also an employee of the University. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

By submitting a response to this ITN without such information, the Vendor certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Vendor shall be grounds for cancellation of the Contract.

49. NOTICE OF ITN PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 F.S., shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the

contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

50. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property

To the extent that intellectual property of Vendor will be sold or licensed as a part of the products or services offered, the Vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor.

51. COMPLIANCE WITH LAWS

Vendor shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If Vendor receives an award as a result of the ITN, Vendor shall continue to comply with the foregoing laws, regulations, and policies. If Vendor fails to comply with the requirements of the proceeding sentences, the University, in its sole discretion, may disqualify Vendor, or, if Vendor has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that Vendor is in default.

52. TERM OF AGREEMENT

The initial term of this Agreement will be will for five (5) years. The University will have the option to renew the Agreement for two (2) additional one (1) year periods if it is judged to be in the best interests of the University to do so.

53. AVAILABILITY OF FUNDS

The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature

SECTION III: ITN SPECIFICATIONS

PURPOSE

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate agreements with multiple vendors for Copiers, Printers and Multi-Functional Printers to support the University's requirements. We invite proposals from qualified Vendors with product lines meeting the specifications below. Through this process the University desires to negotiate the best value agreements with respect to equipment, financial terms and services to be provided to the University.

DESCRIPTION OF THE UNIVERSITY

Founded in 1956, the University of South Florida has become one of the largest universities in the Southeast, with a student body of 47,000 within the USF System that includes USF Tampa, USF St. Petersburg, and USF Sarasota-Manatee an annual budget of $1.5 billion, and an annual economic impact of $3.7 billion. USF is one of only three Florida public universities classified by the Carnegie Foundation for the Advancement of Teaching in the top tier of research activities, a distinction attained by only 2.2 percent of all universities. The University's renowned faculty generate over $390 million in contract and grant-sponsored research each year.

Located in the Tampa Bay region – one of the fastest-growing metropolitan areas of the nation – the University of South Florida has received vital support from business leaders and organizations, and contributes to the economic growth of the region through research and service projects.

The University's priorities are focused on student success, community engagement, research and innovation, global literacy and impact, and integrated interdisciplinary inquiry. A national reputation as a dynamic research university is attracting more and more of the nation's best and the brightest scholars to the Tampa Bay area. USF research is taking place across an astonishing array of disciplines, from marine sciences to teacher education, micro engineering to cancer treatments.

The University has world-recognized researchers in all of its colleges conducting research in areas such as oceanography, coastal geology, medicine, satellite communications and mapping, curriculum and testing innovation, aging, health outcomes and community welfare, business systems, fine arts, and many others.

USF is a member of the American Athletics Conference, with 17 men's and women's varsity teams competing at the NCAA-level. New facilities for practice and competition, along with a completely renovated USF Sun Dome, put the university's athletic facilities on par with virtually every top program in the country

Additional information available at http://www.usf.edu/About-USF/index.asp

SCOPE OF WORK

This ITN contains two lots, Lot 1 is for printers and Multi-Functional Printers (MFP's), and lot 2 for copiers.
It is the goal of the University to select multiple vendors for each Lot to develop a list of preferred vendors. Lots can be awarded to a vendor either jointly or individually. Awarded vendors are not guaranteed any sales only preferred status to supply and service the University.

The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

Vendor proposals should clearly identify/distinguish between Lot 1 and Lot 2. A vendor is not required to propose on both lots or all products. Each Proposal should clearly address each item in the evaluation criteria

A. Lot 1 ITN Required Specification Information
Printers/MFPs Devices

Vendors interested in LOT 1 must include in their proposal specific responses to required Specifications (1-13) listed below.

Lot 1 is for Printers/MFP Devices. The specifications listed are for the devices most commonly purchased by the University. The first section below is the information we will be looking for in your response. The second section will be the evaluation criteria we will be considering.

Vendor Response Information

1. Devices being considered
    a. Black & White Printers/MFPs
        i. Unit #1 PPM Range (21-30)
        ii. Unit #2 PPM Range (31-40)
        iii. Unit #3 PPM Range (41-50)
        iv. Unit #4 PPM Range (61-70)
    b. Color Printers/MFPs
        i. Unit #1 PPM Range (11-20)
        ii. Unit #2 PPM Range (21-30)
        iii. Unit #3 PPM Range (31-40)
        iv. Unit #4 PPM Range (41-50)
2. Provide the following for each device
    a. Base Unit Price
    b. Base Unit Configuration
    c. Additional fee based functionality
    d. Additional Accessories/Upgrades and Pricing
3. Discount off rest of product catalog
4. Any additional fees such as moving equipment, removing devices, and delivery
5. Maintenance Offerings
    a. Include details such as:
        i. Pricing
        ii. Terms and conditions
        iii. Anything excluded from service agreement
        iv. Service provider information
        v. Etc.
6. Statement of Managed Print Services Strategies
7. Payment process/procedures
    a. Such as online payment capabilities with credit card, or PO
    b. Ability to process payments at the departmental level
8. Describe your company's pricing structure and Lease options and fee structure
9. Incentive program offerings
10. Supply ordering system
11. Vendors must have been in business a minimum of five years from the date this ITN was issued
12. Vendors must provide documentation of their financial viability to provide the services described in the ITN
13. Vendor must provide a minimum of three references, and provide contact information

Evaluation Criteria for LOT 1

1. References from other Educational Institutions, Government Agencies or Corporate Entities (min. of 3)
    a. Preference given to references for accounts similar in size to USF
2. Payment Processes
3. Pricing and lease fee structure
4. Ordering process
5. Maintenance offerings
6. Supply ordering system and pricing
7. Ability to provide the services required

B. Lot 2 ITN Required Specifications Information
Copiers/MFD Devices

Vendors interested in LOT 2 must include in their proposal specific responses to required Specifications (1-13) listed below.

Vendor Response Information

Lot 2 is for Copiers/MFD Devices. The specifications listed are for the devices most commonly purchased by the University. The first section below is the information we will be looking for in your response. The second section will be the evaluation criteria we will be considering.

Response Information

1. Devices being considered
    a. Black & White Copiers/MFDs
        i. Unit #1 PPM Range (25-35)
        ii. Unit #2 PPM Range (45-55)
        iii. Unit #3 PPM Range (65-75)
        iv. Unit #4 PPM Range (85-95)
    b. Color Copiers/MFDs
        i. Unit #1 PPM Range (25-35)
        ii. Unit #2 PPM Range (45-55)
        iii. Unit #3 PPM Range (65-75)
2. Provide the following for each device
    a. Base Unit Price
    b. Base Unit Configuration
    c. Base functionality, e.g.
        i. Scan to Email
        ii. Scan to Network Drive
        iii. Internet Fax
    d. Additional fee based functionality
    e. Additional Accessories/Upgrades and Pricing
3. Discount off rest of product catalog
4. Lease Rates and Terms
    a. Preference given to self-financing
    b. If not self-financed, list banking institution and references for said institution
5. Any additional fees such as moving equipment, removing devices, and delivery
6. Maintenance Offerings
    a. Include details such as:
        i. Pricing
        ii. Terms and conditions
        iii. Anything excluded from service agreement
        iv. Service provider information
        v. Etc.
7. Statement of Managed Print Services Strategies
8. Payment Process/procedures
    a. Such as online payment capabilities with credit card, or PO
    b. Ability to process payments at the departmental level
8. Describe your company's pricing structure and Lease options and fee structure
9. Incentive program offerings
10. Supply ordering system
11. Vendors must have been in business a minimum of five years from the date this ITN was issued
12. Vendors must provide documentation of their financial viability to provide the services described in the ITN
13. Vendor must provide a minimum of three references, and provide contact information

Evaluation Criteria for LOT 2

1. References from other Educational Institutions, Government Agencies or Corporate Entities (min. of 3)

a. Preference given to references for accounts similar in size to USF

2. Payment Processes
3. Pricing and lease fee structure
4. Ordering process
5. Maintenance offerings
6. Supply ordering system and pricing
7. Ability to provide the services required

C. Specific Items to be Included in Vendor's Proposal

Required Forms:

- Invitation to Negotiate cover page (Signed)
- Responses to Section III, Item A Lot 1 ITN Required Specifications Information items 1-13
- Responses to Section III, Item B Lot 2 ITN Required Specifications Information items 1-13
- Minority Vendor and P-Card Certification
- Certificate of Non-Segregated Facilities
- Bidder's Affirmation
- Small, Minority or Woman Owned Business Form
- Purchase Order Payment Preference
- Vendor Qualification Documentation
- All issued Addendums to this ITN (Signed)

Minority Vendor & Visa P-Card Certification

Certification of Minority Vendor

Is your firm a "Minority Business Enterprise", defined as a business concern engaged in commercial transactions, which is domiciled in Florida, and which is at least fifty-one (51%) percent owned by minority persons and whose management and daily operations are controlled by such persons?

YES___ NO___

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES___ NO___

All bid proposals must be submitted on our standard Invitation to Negotiate Form. Bid proposals submitted on vendor quotation forms will not be accepted without a completed Invitation to Negotiate Form.

Visa Purchasing Card (P-Card) acceptance Certification
I will accept payment by Visa Purchasing Card. (See Article IV, 28)

Print Name and Title

_____ _____
Authorized

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____
certify to the University of South Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 2067 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 2067), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

_____
(NAME OF COMPANY)

Signature: _____

TITLE: _____

DATE: _____

SUBPART D - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment."

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor."

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law."

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order s the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The Contractor agrees to comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.

Bidder's Affirmation and Declaration

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgments, personally appeared

_____
Affiant's Name

who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age; or

2. That if:
   a. The Bidder is a partnership or a corporation, it has been formed legally;
   b. The Bidder is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
   c. The bidder is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.

3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.

4. That the Bidder has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].

5. That the Bidder is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.

6. That no officer or employee of the University of South Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between the University of South Florida and this Bidder or awarded to this Bidder; nor shall any University officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of this contract or obligation to this Bidder.

7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.

Bidder's Affirmation and Declaration - Continued

We the undersigned, as Bidders, hereby declare that we have carefully read this Invitation to Bid or Request for Proposal and its accompanying provisions, terms and conditions concerning the equipment, materials, supplies and/or services as called for, the technical specifications along with any applicable drawings, attended all applicable pre-bid or pre-proposal conference along with visual inspections, and with the full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, F.O.B. University of South Florida location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

See Bid Proposal Herein

Firm Name:_____

Type of Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [ ] Corporation [ ] Joint Venture

Business is licensed, permitted or certified to do business in the State of Florida. [ ] Yes [ ] No

E-Mail Address:_____

Division of Management Services SPURS License No.:_____

State of Florida Corporation ID No. (from Secretary of State):_____

State of Florida Fictitious Name Reg. No. (from Secretary of State):_____

State of Florida Contractor's License No. (from DPR):_____

Name Contractor's License is under:_____

FEID No. _____ County of _____

Representative's Name:_____

Authorized Representative's Title:_____

Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No._____ Fax No._____

The foregoing instrument was acknowledged before me this the _____ day of _____, 2010, by _____ who is personally known to me or who has produced identification and who did (did not) take an oath.

_____ _____
Signature of Notary Public Authorized Signature of Affiant

Notary Public
State of _____

My Commission Expires: _____

_____ _____
Printed, typed or stamped Commissioned Name of Notary Public Printed, typed or stamped Name of Affiant

Small, Minority or Women-Owned Business? _____YES _____NO

If answered yes above, please circle classification that applies:

Federal Classifications *(If your Business is registered with the Small Business Administration (SBA) or the Central Contractor Registration (CCR) Website at: https://www.bpn.gov/ccr/scripts/search.asp, please circle the classification(s) in this column that applies to your business:*	**State of Florida Certified Minority Business Enterprise** *(If you circle a classification in this column, please provide a copy of your Florida Statewide & Inter-Local Certification with your application)*	**Non-Certified Minority Business Enterprise** *(Business must be at least 51% owned, managed & controlled by minority persons to select a classification in this column.)*	**Non Profit Organization**
SBA 8(a) Certification *(please provide a copy of certificate with application)*	**African American** *(please provide a copy of certificate with application)*	**African American**	**Minority Board** *(51% or more Minority Board of Directors)*
Small Disadvantaged Business Certification *(please provide a copy of certificate with application*	**Hispanic American** *(please provide a copy of certificate with application)*	**Hispanic American**	**Minority Employees** *(51% or more Minority Officers)*
HUBZone Certification *(please provide a copy of certificate with application*	**Asian American** *(please provide a copy of certificate with application)*	**Asian American**	**Minority Community** *(51% or more Minority Community Served)*
Veteran	**Native American** *(please provide a copy of certificate with application)*	**Native American**	**Other- Non Profit**
Service Disabled Veteran	**American Woman** *(please provide a copy of certificate with application)*	**American Woman**	
Vietnam Veteran			
Women Owned			
Minority Owned Business			

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.
- To determine your Federal Size Standard, please access the U.S. Small Business Administration's website: http://www.sba.gov/starting/indexwhatis.html or go to the SBA's http://www.sba.gov/size to look up your North American Industry Classification Systems (NAICS) Code and the qualifying number of employee's or annual dollar amount. To register your business on the Central Contractor Registration (CCR) Website visit https://www.bpn.gov/ccr/scripts/index.html
- If you are using Federal Size Standards, please specify the codes used:
  NAICS Code: _____ Number of Employees: _____ or Annual Amount _____
- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida's Eligibility criteria, please go the Office of Supplier Diversity's website at: http://osd.dms.state.fl.us

Part 3 – Purchase Order and Payment Preferences

By which delivery method do you prefer to receive purchase orders?

☐ Fax ☐ Postal mail

Payment Discount Terms:

☐ 2% Net 10

Other: _____

By which delivery method do you prefer to receive payment?

☐ Check

☐ Credit Card (USF Procurement Card)

☐ Electronic Funds Transfer (EFT)

(To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)

Part 4 – Signature

I certify to the best of my knowledge and belief, that the business or payee identified in this vendor application, and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency.

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit http://www.flsenate.gov/statutes).

_____ _____

Name of Person Signing Application **Title**

_____ _____

Signature **Date**

BID OPENING DIRECTIONS TO
USF PURCHASING SERVICES (INCLUDING P-CARD)
4202 E. Fowler Avenue, STOP SVC 1072
Tampa, FL 33620-9000
(813) 974-2481

1. Enter at the University's main entrance off of Fowler Avenue.

2. Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) and purchase a USF Daily Parking Permit for $5.00 (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). **NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parked illegally will receive a citation.**

3. Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard proceed straight through the first signal light which is Alumni Drive, and get into the right-hand turn lane.

4. Turn right at USF Mango Drive.

5. Proceed to Collins Blvd. Parking Facility (GBG).

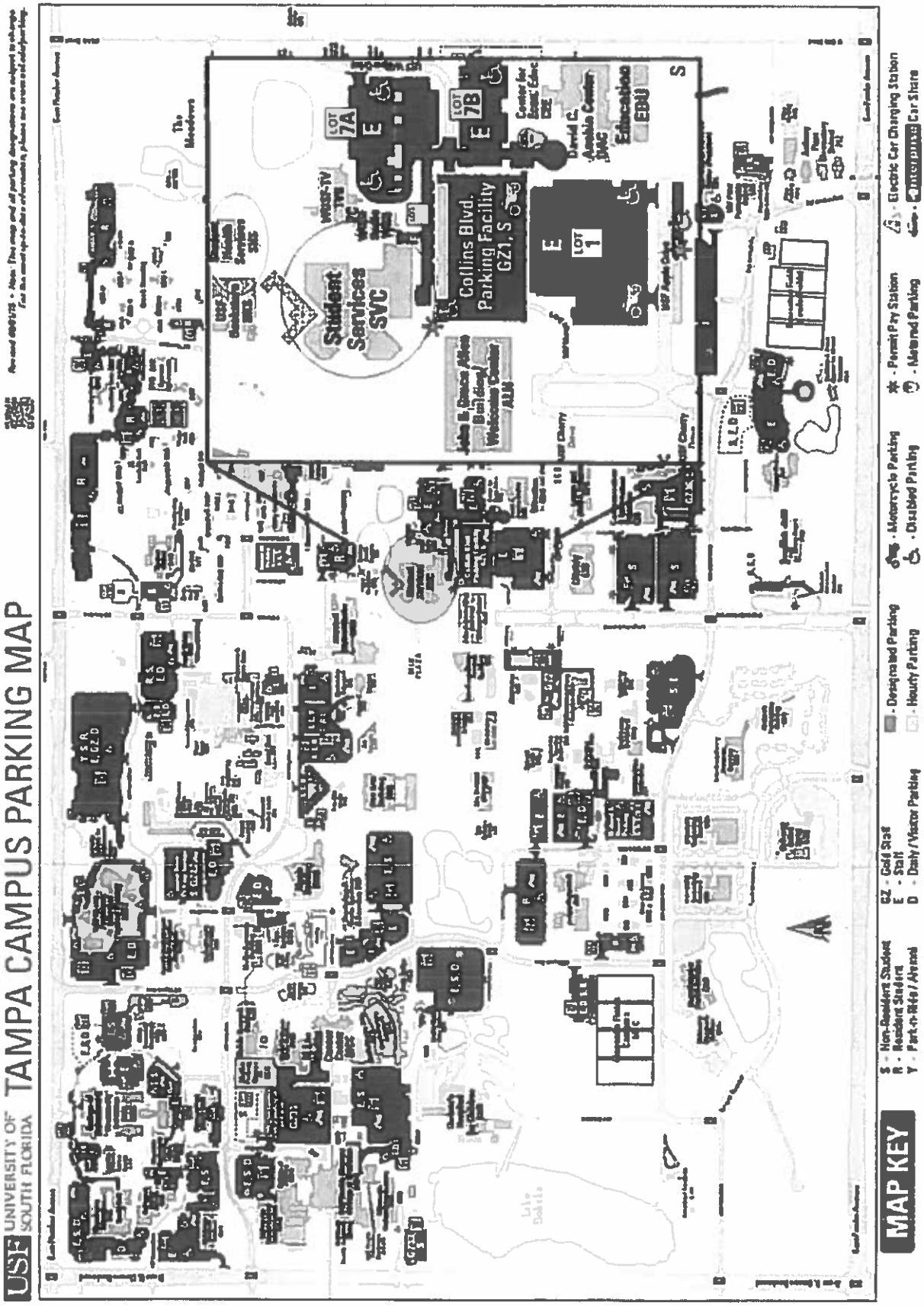
6. Collins Blvd. Parking Facility has a parking pay station located on the street level entrance at the north-west corner of the garage. The Purchasing offices are located in the SVC Building, which is directly next door to the Collins Blvd. Garage.

7. Once parked, walk in a northerly direction (orient by parking pay station) to the connector bridge (SVC Bldg. should be visible)

8. Take elevator in SVC Bldg. to 1st floor and look left for Purchasing Services reception area.

9. NOTE: You may request a Campus Map at the Campus Information Center.
We suggest that you either stop at the Campus Information Center or the parking permit dispensers in the Collins Blvd. parking garage, to obtain a Daily parking permit prior to visiting Purchasing Services.

* Note: A campus Map showing the location of the Campus Information Center, the Collins Blvd. Garage and the SVC building is included with these instructions. **Do not forget to stop at the Campus Information Center to obtain a daily parking permit prior to visiting Purchasing Services.**


USF UNIVERSITY OF SOUTH FLORIDA
TAMPA CAMPUS PARKING MAP
Student Services SVC
Collins Blvd. Parking Facility GZ1, S
LOT 7A
LOT 7B
LOT 1
Education EDU
MAP KEY
S - Non-Resident Student
R - Resident Student
Y - Park-n-Ride / Arena
GZ - Gold Staff
E - Staff
D - Daily / Visitor Parking
- Designated Parking
- Hourly Parking
- Motorcycle Parking
- Disabled Parking
- Permit Pay Station
- Metered Parking
- Electric Car Charging Station
- Car Share

MASTER AGREEMENT

BETWEEN

XEROX CORPORATION

AND

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE

THIS MASTER AGREEMENT, including any Schedules attached hereto which are incorporated by reference, is effective as of 4th day of May, 2018 ("**Effective Date**"), by and between Xerox Corporation ("**Xerox**"), a corporation with its corporate offices at 201 Merritt 7, Norwalk, CT 06851, and the University of South Florida Board of Trustees, a public body corporate, 4202 Fowler East Ave – SVC 4010, Tampa, FL 33620 ("University").

BACKGROUND

A. This Agreement is done in accordance with the Invitation To Negotiate ITN-17-16-MH (the "ITN") that has been awarded to Xerox, and serves as a master agreement to enable Xerox and Customer and their respective Affiliates in different jurisdictions to contract with each other under this Master Agreement's terms and conditions.

B. Xerox and Xerox Affiliates wish to provide Services and Products and Customer and Eligible Entities wish to procure Services and Products and may contract for such by incorporating the terms set forth herein and setting forth any additional terms as appropriate and required.

C. Individual standalone transactions between Xerox and Xerox Affiliates and Customer and Eligible Entities (as applicable) for the acquisition of Products will utilize an Order. Orders may also include the provision of Maintenance Services and Consumables.

D. The acquisition of Services will be done under the auspices of an Order, (i) for the Customer and its Direct Support Organizations, placed under a Services Contract that is established under the Services Module; or (ii) for Non-Affiliated Eligible Entities, placed under a Services Contract under a Services Agreement that is established using a Services Master Agreement signed by both parties and of the type included as the SMA Module herein.

DEFINITIONS

DEF 1. DEFINITIONS

The following definitions apply unless otherwise specified in an Order. Any defined terms not specifically identified below shall have the meaning set forth in the Agreement.

Affiliate(s) means a Xerox Affiliate(s) and/or an Eligible Entity(ies).

Agreement means this agreement and any Schedules attached hereto.

Application Software means software and accompanying Documentation specifically identified in an Order that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.

Assessment means a written report including Xerox's recommendations and any applicable assessment of Customer's existing network and infrastructure and requirements, but excluding any Customer Confidential Information, as more fully described in an Order.

Base Software means software and accompanying Documentation embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications (i.e., operating system software).

Cartridges means Equipment components designated by Xerox as customer-replaceable units, including copy or print cartridges and xerographic modules or fuser modules.

Charges mean the fees payable by Customer for Services or Products as specified in the applicable Order.

Confidential Information means information identified as confidential by the disclosing party which is provided by the disclosing party to the receiving party including, without limitation, trade secrets as defined by § 688.002(4), Florida Statutes. "Customer Confidential Information" means Confidential Information belonging to Customer and includes, without limitation, Customer Content. "Xerox Confidential Information" means Confidential Information belonging to Xerox and includes, without limitation, whether marked as such or not, any procedures manuals, Xerox Tools, Xerox Customer Tools and Xerox Intellectual Property.

Consumables or Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples.

Customer means University and Customer Direct Affiliate(s).

Customer Assets means all hardware, software, assets, and facilities owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and other equipment, fixtures, software, network and work space) and any services utilized by Customer that Customer makes available to Xerox to enable Xerox to provide Services or Products under an Order.

Customer Confidential Information has the meaning set forth in Section **DEF 1** (Confidential Information).

Customer Content means documents, materials or data that Customer provides in hard copy or electronic format to Xerox, containing information about Customer or its clients, in order for Xerox to provide Services or Products under an Order.

Customer Direct Affiliate means each of the Customer-identified "Direct Support Organizations" as defined by § 1004.28, Florida Statutes, that are authorized to order hereunder.

Customer Facilities means those facilities controlled by Customer where Xerox performs Services or provides Products.

Customer Intellectual Property means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Customer as of the Effective Date or that may be created by Customer after the Effective Date, excluding Xerox Confidential Information.

Date of Installation means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.

Diagnostic Software means software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.

Documentation means all manuals, brochures, specifications, information and software descriptions, in electronic, printed or camera-ready form, and related materials customarily provided by Xerox to customers for use with certain Products or Services.

Effective Date means the date this Agreement goes into effect as set forth in the opening paragraph above.

Eligible Entities mean both Customer Direct Affiliates and Non-Affiliated Eligible Entities.

Equipment means Xerox-brand equipment.

Excluded Taxes means (i) Taxes on Xerox's income, capital, employment, (ii) Taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.

Leased Equipment means Equipment that Xerox leases to a Customer under this Agreement and an Order.

Maintenance Releases or Updates means new releases of the Base Software or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases."

Maintenance Services means regularly scheduled or required maintenance of Equipment to keep the Equipment in good working order.

Module means a specific set of terms and conditions. This Agreement is grouped into Modules. The GEN Module is applicable to all Services and Products provided hereunder, while the other Modules are applicable specifically to Services or to certain Product order types, as specified in this Agreement.

Non-Affiliated Eligible Entity(ies) means an entity who is not a Customer Direct Affiliate and is authorized to order under this Master Agreement.

Order means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order may be in the form of a Xerox Order Agreement ("XOA"), a Services and Solutions Order ("SSO"), or a Customer-issued PO. A Statement of Work may be part of an Order for Services, but cannot function as a stand-alone ordering document.

Output of Services means electronic images created by scanning tangible documents containing Customer Content, all full or partial copies (tangible and intangible) of Customer Content, and all Data, reports (other than Assessments) and other documentation, photographs, images, impressions, data and other materials (tangible and intangible) created by Xerox and delivered to Customer under an Order, but does not include Software, or Third Party Software, or Xerox Intellectual Property.

Periodic Minimum Charge (sometimes referred to as "**Monthly Minimum Charge**", "**MMC**" or "**Lease Minimum Payment**") means a fixed, regularly-recurring charge that (along with any additional print charges) covers the cost for the Equipment's or Third Party Hardware's use and, for Equipment, Maintenance Services. The Periodic Minimum Charge may include, if applicable, a periodic minimum number of prints ("**Minimum Prints**"), meaning a fixed number of prints that are included as part of the Periodic Minimum Charge, and other amounts as agreed to including, but not limited to, Consumables, Software, Third Party Software, Services, lease buyout funds, monthly equipment component amounts from previous contracts, amounts being financed or refinanced, analyst services, and/or customer training.

Privacy Laws means all applicable state, federal, and international laws relating to data privacy, trans-border data flows and data protection.

Product means Software, Equipment, Third Party Products or Consumables supplied by Xerox.

Purchased Equipment means Equipment or Third Party Hardware that Xerox sells to Customer under this Agreement and an Order.

Residuals means general ideas, concepts, know-how, methods, processes, technologies, techniques or information in non-tangible form, which may be retained in the unaided memory of persons who have had access to Confidential Information.

Services means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.

Services Contract means one or more Orders having the same Services Contract number. Orders within a Service Contract are governed by the applicable terms and conditions of this Agreement and in each such Order.

Service Level Agreements (or **SLAs**) means the levels of performance for the Services, if applicable, as set out in the applicable Order.

Software means **Base Software** or **Application Software**.

Supplier Equipment means Equipment or Third Party Hardware which is supplied by Xerox to the Customer during the term of an Order and which is subject to the Services described in the Order. Supplier Equipment may also be Leased Equipment or Purchased Equipment.

Taxes means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

Third Party Funds means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.

Third Party Hardware means non-Xerox brand equipment.

Third Party Products means, collectively, Third Party Hardware and Third Party Software.

Third Party Software means non-Xerox brand software.

Transaction Taxes means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transaction-based gross receipts, and privilege Taxes.

Withholding Taxes means any and all Taxes or amounts that a Customer or Eligible Entity is required by applicable law to withhold or deduct from any Charge payable pursuant to this Agreement.

Xerox Affiliate(s) means Xerox or the Xerox Affiliate(s) that contracts to provide Services or Products under this Agreement.

Xerox Confidential Information has the meaning set forth in Section **DEF 1** (Confidential Information).

Xerox Customer Tools means certain proprietary software used to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof, that are licensed to Customer for their installation, use and access in accordance with the terms set forth in Section **GEN 1.9(e)**.

Xerox Intellectual Property means all of all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Xerox as of the Effective Date or that may be created by Xerox after the Effective Date, excluding Customer Confidential Information.

Xerox Products means Equipment, Xerox-brand Software, and Consumables leased, rented, licensed, or purchased pursuant to this Agreement.

Xerox Tools means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

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GENERAL MODULE

GEN 1. GENERAL

The terms and conditions in this General (GEN) Module apply to acquisition of Services, Maintenance Services, and/or Products by Customer and Eligible Entities.

GEN 1.1 Agreement Structure

a. **General Contract Structure.** Xerox will provide, and Customer will procure, Services or Products in accordance with: (i) the terms and conditions stated in this Agreement; (ii) the terms set forth in a Services Contract or an individual Order.

b. **Affiliates.** Xerox and its Affiliates may sell Services and Products under this Agreement; however, of Xerox's Affiliates, only Zeno Office Solutions may sell Services and Products to the University and its Direct Support Organizations. The University and its Direct Support Organizations, who have been identified at the website listed in GEN 1.1.b.i below, as well as Non-Affiliated Eligible Entities, may acquire Services and Products under this Agreement. If a Xerox Affiliate and an Eligible Entity enter into an Order, they shall be considered "Xerox" and "Customer", respectively, for the purposes of that Order, and receive the rights and benefits and undertake the responsibilities as Xerox and the Customer, respectively, under this Agreement.

   i. http://www.usf.edu/business-finance/purchasing/resources/dso.aspx

c. **Orders.** Orders shall specify:

   i. the contracting Xerox Affiliate and Customer, and location(s) where the Services or Products will be provided;

   ii. the Products and Services that Xerox will provide;

   iii. the applicable Charges;

   iv. any terms and conditions in addition to (and permitted as deviations from or supplements to) those specified in this Agreement;

   v. the term during which the Services or Products described therein shall be provided; and

   vi. a description of the responsibilities of each party with regard to the Services or Products to be provided.

   Orders must reference this Agreement by name or assigned contract number in order to be incorporated herein.

   Xerox may accept an Order by either by its signature or by commencing performance. Orders may be submitted by hard copy or electronic means (where acceptable to the Xerox Affiliate agreeing to and receiving the Order) and those submitted electronically will be considered: (i) a "writing" or "in writing"; (ii) "signed" by the Customer; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (iv) valid and enforceable. Xerox reserves the right to review and approve the applicable Customer's credit prior to acceptance of an Order, and the applicable Customer authorizes the applicable Xerox Affiliate or its agent to obtain credit reports from commercial credit reporting agencies.

d. **Purchase Orders.** Customer may issue purchase orders to Xerox for order entry purposes only, specifying the requested shipment date, installation site, quantities, bill-to address, description of Products to be delivered and term, and, if applicable,

Trade-In Equipment. Such purchase orders shall reference the Agreement by name or number, incorporate and be subject solely to this Agreement's terms and conditions, and any applicable Order hereunder, notwithstanding anything contained in such purchase order at variance with or in addition to this Agreement and any applicable Order. Any purchase order that meets the foregoing requirements shall be considered an Order hereunder.

e. **Modules Incorporated by Reference.** Orders shall incorporate the terms and conditions of respective Modules hereunder as set forth in the chart below:

	MASTER AGREEMENT MODULE APPLICABILITY BASED ON NATURE OF SOLUTION BEING OFFERED							
	GEN	SVC	EQP	EL	EP	SW	MS	SMA
	Applies	Applies	Applies	Applies	Applies	Applies	Applies	Applies
Product Only								
Lease	X		X	X		X	X	
Purchase, with Maintenance Services	X		X		X	X	X	
Purchase, without Maintenance Services	X		X		X	X		
Maintenance Services Only	X					X	X	
Services (Customer/Customer Direct Affiliate)								
Includes Product	X	X	X			X	X	
Does Not Include Product	X	X						
Services (Customer Indirect Affiliate)								X

GEN 1.2 Charges and Payment

a. **Charges.** Charges for the particular Services and Products will be as agreed to by the parties and set forth in an Order, and are exclusive of any and all Transaction Taxes. Xerox's then current overtime rates will apply to services requested and performed outside Customer's standard working hours.

b. **Invoices.**

i. Payment. If the invoice displays a due date, payment must be received by Xerox on or before the due date. If the invoice does not display a due date, payment must be received by Xerox within thirty (30) days after invoice receipt, which is deemed to occur three (3) days from the invoice date. Customer agrees to pay Xerox all undisputed amounts due under each invoice via P-card, check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. Restrictive covenants on instruments or documents submitted for or with payments will not reduce Customer's obligations.

ii. Disputes. If Customer disputes any amount included in an invoice, then (a) Customer must notify Xerox of the dispute in writing, (b) such notice shall include a description of the item(s) Customer is disputing and the reason such item is being disputed; and (c) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute and pay undisputed amounts in accordance with **subsection (i)** above. Regular recurring monthly Charges (such as Lease Minimum Payments for standalone lease transactions and Monthly Minimum Charges for Services transactions), shall not be subject to dispute at any time.

c. **Late Payment.**

i. For any payment not received by Xerox within ten (10) days after the due date, Xerox may charge, and Customer agrees to pay, interest at a rate established pursuant to § 55.03(1), Florida Statutes, and Non-Affiliated Eligible Entities agree to pay the highest rate allowed by applicable law, or, absent such law, the rate of 1.5% per month, as reasonable collection costs.

ii. Neither party shall withhold or set-off any payment due to the other party under this Agreement or any Order, or any other agreement against any actual or alleged claim such party may have against the other under this Agreement or any Order, or any other agreement between the parties.

GEN 1.3 Taxes

a. Charges are exclusive of any and all Transaction Taxes. Unless Xerox has received proof of Customer's tax exempt status, Customer will be responsible for all Transaction Taxes. Transaction Taxes will be included in Xerox's invoice. Customer shall not be responsible for Excluded Taxes. If a taxing authority determines that Xerox did not collect all Transaction Taxes, Customer shall remain liable to Xerox for such additional Transaction Taxes until six (6) months after the expiration of the statute of limitations (as extended) for such Transaction Tax.

b. The State of Florida, and Customer as a state agency, is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes. Xerox shall pay all personal property taxes on leased equipment, if applicable, and all taxes based upon net income.

c. Xerox and Customer each agree to take commercially reasonable steps to cooperate with each other in order to minimize Taxes (including Transaction Taxes and Withholding Taxes) imposed with respect to the transactions contemplated by this Agreement to the extent permissible under applicable law.

GEN 1.4 Mainframe Equipment Rebate

Within sixty (60) days following the end of each calendar quarter, Xerox will pay an incentive rebate to the Customer for all mainframe units of Equipment installed hereunder in that quarter. The rebate will be equal to six percent (6%) of the "load price" (with such "load price" being the USF Purchase Price, as shown in the related Major Account Lease Pricing Exhibit) for all such Equipment.

GEN 1.5 Notices

Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been given upon receipt or refusal if: (i) delivered personally, by courier or by express service; (ii) mailed by registered or certified mail postage prepaid; or (iii) sent by facsimile followed by a hard-copy confirmation, to the respective addresses of the parties set forth below or as may be otherwise designated by like notice from time to time.

If to Xerox: **Xerox Corporation**
1511 N Westshore Blvd Suite
225 Tampa, FL 33607
Attention: Christopher McPherson
Telephone: 813-636-4509

With a copy to: Xerox Corporation

45 Glover Avenue
Norwalk, CT 06856
Attention: Office of General Counsel

If to Customer: **University of South Florida**
4202 East Fowler Ave – SVC
4010 Tampa, FL 33620

Attention: Carl Smith
Telephone: (813) 974-1047
Email: techcontracts@usf.edu

With a copy to: Lori Stevens
(813) 974-6627
itpurchasing@usf.edu

Invoices are not considered notices under this Agreement and are governed by provisions relating specifically thereto.

GEN 1.6 Mutual Responsibilities

Each party agrees:

a. that neither party grants the other party the right to use its trademarks, trade dress, service marks, trade names, or other designations in any promotion or publication;

b. each party grants the other only the licenses and rights explicitly set forth herein or in an Order and no other licenses or rights (including licenses or rights under patents, copyrights or other intellectual property) are granted; and

c. unless otherwise set forth in an Order, in the event of a disassociation of a Direct Support Organization, Customer shall notify Xerox in writing and such disassociated Direct Support Organization will not be allowed to enter into subsequent or new Orders; however, Products installed or Services being provided to such disassociated entity under an existing Order shall retain the pricing and terms and conditions thereof until the Order's initial term expires.

GEN 1.7 Customer Responsibilities

Customer agrees to perform its responsibilities under this Agreement and the applicable Order in support of the Services or Products in a timely manner. Customer agrees:

a. that Products acquired hereunder are ordered for Customer's own business use (rather than resale) and will not be used for personal, household or family purposes;

b. to provide Xerox with timely and sufficient access to Customer Facilities, including network access where reasonably required, for Xerox to fulfill its obligations and provide Services or Products under an Order and to ensure that Customer Facilities are safe for Xerox personnel to work in and fully comply with all applicable laws and regulations;

c. to permit Xerox to use or access Customer Assets, in each case as needed by Xerox to perform Services or provide Products under an Order, and will grant Xerox sufficient rights to use, access and, if agreed, modify the same;

d. to bear the costs of providing access to and use of the Customer's Facilities and Customer Assets, without charge to Xerox;

e. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;

f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services or provide Products;

g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services or provide Products;

h. to contract for the minimum types and quantities of Equipment and Consumables required by Xerox to perform the Services (as set out in the applicable Order);

i. that, as between Xerox and Customer, Customer alone is responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so.

j. that Xerox is not responsible for determining whether Customer Content that may be provided to Xerox for duplication, scanning or imaging may be duplicated, scanned, or imaged without violating a third party's intellectual property rights.

GEN 1.8 Warranties

a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:

i. it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation;

ii. this Agreement has been duly authorized by all appropriate action for execution;

iii the individuals signing this Agreement are duly authorized to do so;

iv. to its knowledge, it is under no obligation or restriction and will not assume any such obligation or restriction, that does or would in any way interfere or conflict with or would present a conflict of interest concerning the obligations set forth under this Agreement; and

v. it will comply with all laws applicable to the performance of its obligations under this Agreement.

b. **Xerox Warranties.**

i. Services Warranty. Xerox warrants to the Customer that the Services and Maintenance Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services or Maintenance Services do not meet specifications, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s) and begin to develop a corrective action plan. As Customer's exclusive remedy for Xerox's non-compliance:

(a) if a specific remedy is set out in a particular Order, that remedy shall apply;

(b) if no specific remedy applies, Xerox will correct the failure within sixty (60) days of finalizing the plan, or in such other time period

agreed to in writing by the parties. If Xerox fails to correct the failure within the stated timeframe, Customer may terminate the affected portions of the Services, Maintenance Services, and/or related Products.

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.

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.

iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including meeting specifications or achieving any associated SLAs and other activities in the applicable Orders, to the extent that such delay or failure is caused by:

(a) the Customer's failure or delay in performing its responsibilities under this Agreement or the respective Order;

(b) reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or

(c) unauthorized modifications to Equipment, Third Party Hardware, Existing Equipment or the Output of Services.

v. Disclaimer.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT AND ANY ORDER HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

(b) The warranties set forth in this Agreement and any Order hereunder are expressly conditioned upon the use of the Services, Products and Output of Services for their intended purposes in the systems environment for which they were designed and shall not apply to any Services, Products or Output of Services which have been subject to misuse, accident, alteration or modification by the Customer or any third party.

GEN 1.9 Intellectual Property Ownership

a. **Customer Intellectual Property**. Ownership of and title to all Customer Intellectual Property will remain with Customer. Customer grants to Xerox a non-exclusive, royalty-free, fully-paid up, worldwide license to use Customer

Intellectual Property only for purposes of providing Services or Products under this Agreement or an Order. Xerox shall not use Customer Intellectual Property for any other purpose. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Customer Intellectual Property are granted to Xerox.

b. **Xerox Intellectual Property.** Ownership of and title in and to all Xerox Intellectual Property will remain with Xerox or its licensors. Customer shall not use Xerox Intellectual Property for any purpose except as expressly set forth in this Agreement or in an Order. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Xerox Intellectual Property are granted to Customer.

c. **Ownership of Output of Services and License to Xerox Intellectual Property.** Except to the extent that the Output of Services may incorporate any Xerox Intellectual Property, the Output of Services shall be the sole and exclusive property of Customer, and Xerox shall gain no rights therein, except as may be required for Xerox to perform Services. Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services (excluding any incorporated Xerox Intellectual Property). To the extent that the Output of Services may incorporate any Xerox Intellectual Property, Xerox grants Customer a non-exclusive, perpetual (subject to revocation for default under this Agreement or the applicable Order), fully paid-up, worldwide right to use, display and reproduce the Xerox Intellectual Property only as required for use of the Output of Services for Customer's customary business purposes and for the purpose set forth in the applicable Order and not for resale, license or distribution outside of Customer's organization.

d. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will, at all times, retain all right, title and interest in and to the Xerox Tools and, except as expressly set forth herein, no rights to Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools. Customer will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable Order, but Customer will have no rights to use, access or operate the Xerox Tools. Xerox may remove the Xerox Tools at any time in its sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.

e. **Xerox Customer Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Customer Tools only for the purpose of receiving the Services for which they were provided. Customer has no other rights to the Xerox Customer Tools and, in particular, may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Customer Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Customer Tools and all copyrights and other intellectual property rights in it shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Customer Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately with the applicable Xerox Customer Tool(s).

f. **Data Collection and Use.** When the Xerox Tools or Xerox Customer Tools are installed on Customer's network, the Xerox Tools or Xerox Customer Tools automatically collect data ("**Data**") from all of the Equipment and Third Party

Hardware that appear on Customer's network or are locally connected to another device on Customer's network. The Data is transmitted to a remotely hosted server that hosts those Xerox Tools that perform analysis and reporting functions. Data may include, but is not limited to, product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data. The automatic data transmission capability will not allow Xerox to read, view or download the content of any of Customer's documents residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems. Data may be used by Xerox for billing, report generation, supplies replenishment, ongoing and future site optimization and product improvement purposes.

GEN 1.10 Indemnification

a. **General Indemnification.** Xerox (and its Affiliates) and, to the extent allowed by applicable law, Customer shall indemnify, defend and hold harmless the other party and respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("**Claims**") for bodily injury (including death) and damage to real or tangible property to the extent proximately caused by the indemnifying party (or its Affiliates') negligent acts or omissions or willful misconduct, in connection with this Agreement or any Order hereunder. Nothing in this Agreement shall be construed as an indemnification of Xerox by Customer. Customer warrants and represents that as a sovereign entity, it is self-insured. Customer assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of Customer and the officers, employees, and servants thereof while acting within the scope of their employment by Customer. Xerox and Customer agree that nothing contained herein shall be construed or interpreted as (a) the consent of Customer and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by Customer and the State of Florida beyond that provided in § 768.28, Florida Statutes.

b. **Intellectual Property Infringement Indemnification.**

i. Xerox Indemnification. Xerox shall indemnify, defend and hold harmless Customer, and their respective officers, directors, employees, agents, successors and assigns, for all Claims that Xerox Products, Output of Services (excluding Customer Content), or Services ("**Indemnified Items**") infringe a third party's patent or copyright or other intellectual property rights or otherwise misappropriates a third party's intellectual property. However, Xerox shall have no obligation under this subsection to the extent any Claim is based on or arises out of any: (1) modification or alteration to such Xerox Products, Output of Services or Services not approved in writing by Xerox; (2) any combination or use of the Xerox Products, Output of Services, or Services with any product, service, data, or apparatus that Xerox did not provide, or was not approved in writing by Xerox, if such combination forms the basis of such Claim; (3) use of the Xerox Products, Output of Services, or Services not in accordance with the applicable Documentation; (4) Customer's failure to use corrections or enhancements to the Xerox Products, Output of Services, or Services provided by Xerox, if such failure forms the basis of such Claim; (5) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to

provide sufficient rights to Xerox; or (6) Products or Services infringement resulting from Customer's direction, specification, or design.

If a Claim is made or appears likely to be made, Customer agrees to permit Xerox, at Xerox's sole option and expense, to obtain the right to enable Customer to continue to use such Indemnified Items, to make them non-infringing or to replace them with items that are at least functionally equivalent. If Xerox determines that none of these alternatives is reasonably available, Customer agrees to return such Indemnified Items to Xerox upon Xerox's written request. Xerox will then give Customer a credit equal to the amount Customer paid Xerox for such Indemnified Items, less a reasonable usage fee.

c. **Indemnification Procedures.** The indemnification obligations set forth above in subsections **GEN 1.10(a) and (b)** are subject to the following:

i. Customer shall give Xerox prompt written notice of any Claim for which it seeks indemnification and provide copies of such Claim and any documents relating to the action that is the basis of the Claim;

ii. Xerox shall have sole control over the defense and settlement of such Claim, provided that the Customer shall be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim;

iii. Customer shall provide all reasonable cooperation requested by Xerox in order to properly defend such Claim at Xerox's own expense;

iv. Xerox shall obtain the prior written approval of the Customer before entering into any settlement of such Claim, if such settlement would adversely affect any rights of or impose any obligation or liability on the Customer; and

v. any failure or delay to notify Xerox under Section **GEN 1.10(c)(i)** above shall not relieve Xerox of its obligations under this Agreement or the respective Order except to the extent the failure or delay is materially prejudicial to Xerox's defense of the claim.

GEN 1.11 Limitation of Liability

Except as prohibited by law, the following limitations apply:

a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION **GEN 1.11.c.**, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND INDEMNITY) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION **GEN 1.11.c.**, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND INDEMNITY), OR OTHERWISE, WILL BE

LIMITED TO AN AMOUNT EQUAL TO THE LESSER OF THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE OR $200,000. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION **GEN 1.11.b.** SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION **GEN 1.11** SHALL NOT APPLY WITH RESPECT TO:

i. EITHER PARTY'S WILLFUL MISCONDUCT OR FRAUD;

ii. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT. IN SUCH CASE, CUSTOMER'S LIABILITY SHALL NOT EXCEED $200,000 PER CLAIMANT OR $300,000 IN AGGREGATE.

GEN 1.12 Term and Termination

a. **Term.** This Agreement shall commence on the Effective Date and continue for a term of five (5) years. The Customer may renew this Agreement for two additional one (1) year periods upon written notice at least sixty (60) days prior to the upcoming expiration. Each Order hereunder shall have its own term. In the event the Agreement expires or is terminated, each Order in effect at such time shall remain in full force and effect until the end of its term (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if the Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect.

b. **Termination for Cause**

This Agreement may be terminated by either party immediately, or on expiration of the notice period specified in the notice, by written notice to the other party:

i. if the other party commits a material breach of this Agreement (other than as set forth in **subsections ii.** and **iii.** below) that is capable of being remedied and such breach is not remedied within thirty (30) days following the service of written notice related thereto;

ii. if Xerox is the party in material breach and the material breach relates to the Services, Xerox shall have 60 days to cure the material breach;

iii. if Xerox does not receive any payment within fifteen (15) days after the date it is due, in which case Customer will be considered to be in default; or

iv. if the other party commits a material breach of this Agreement that is not capable of being remedied;.

c. **Survival.** In the event of any termination or expiration of this Agreement,

any terms and conditions of this Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled, and apply to the parties' and their respective successors and assigns.

GEN 1.13 Confidentiality

a. **Obligation.** Customer and Xerox acknowledge that, during the term of this Agreement and any Order hereunder, each party may be provided with or have access to, certain Confidential Information belonging to the other party. The parties will ensure that their employees comply with their respective corporate policies and procedures regarding the disclosure of Confidential Information. The parties agree to use the Confidential Information provided under this Agreement only for purposes directly related to the performance of obligations under this Agreement. The receiving party may not disclose Confidential Information to any third party unless such third party has a need to know such Confidential Information in order to perform under this Agreement and has agreed in writing to be bound by terms no less restrictive than those set forth herein. Each party shall be responsible for any breaches of the obligations in this Section by such third parties or employees. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like importance, but not less than reasonable care. Xerox may disclose the identity and address of Customer to Xerox's third party licensors if required for royalty reporting purposes.

b. **Unilateral Cancellation/Public Records Law.** Notwithstanding any confidentiality provisions in this Agreement, as an agency or subdivision of the State of Florida, Customer is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, this Agreement and all associated materials and information may be considered a "public record." While Customer will endeavor not to voluntarily disclose this Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of this Agreement or any other information pursuant to a public records request shall not be considered a breach of any confidentiality provisions.

Further, Xerox may be considered a contractor of a public agency as defined in § 119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to Customer upon request; and ensure that exempt or confidential and exempt records are not disclosed except as authorized by law. Upon completion of this Agreement or performance of the services, Xerox may transfer all public records related to the services to Customer, at no cost to Customer, or may keep such public records in accordance with the applicable state record retention requirements. If Xerox chooses to transfer such records to Customer, Xerox shall destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

CUSTOMER CANNOT PROVIDE LEGAL ADVICE TO XEROX REGARDING ITS LEGAL DUTIES. HOWEVER, XEROX MAY CONTACT CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813-974-2481 IF XEROX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO XEROX'S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.

Customer may unilaterally cancel the Agreement for refusal by Xerox to comply with the provisions of Chapter 119, Florida Statutes.

c. **Exclusions**. The obligations of confidentiality will not apply to any Confidential Information that: (i) was publicly available prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (ii) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the receiving party's employees or agents independently of and without reference to any of the disclosing party's Confidential Information.

d. **Return of Information.** Upon termination or expiration of an Order or Services Contract, except as otherwise set forth in this Agreement, the receiving party will deliver or return to the disclosing party, or destroy (at the disclosing party's request) all Confidential Information of the disclosing party that is related to such terminated or expired Order or Services Contract and is in the possession of the receiving party; provided, however, that terms regarding removal of Customer Confidential Information stored on hard drives on Equipment owned by Xerox, and any costs associated with such removal, will be set forth in the applicable Order.

e. **Duration of Confidentiality Obligation.** The obligations set forth in this Section shall continue for 1 year after termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. Notwithstanding the foregoing, unless one or more of the exclusions in Section **GEN 1.13(b)** applies, the Customer's confidentiality obligations with respect to Xerox Intellectual Property, Xerox Tools and Xerox Customer Tools shall continue so long as they continue to be trade secrets as defined by § 688.002(4), Florida Statutes, as applicable.

f. **Customer Technical Confidential Information.** The parties do not intend for Customer to disclose confidential technical information, which includes, but is not limited to, computer programs, source code and algorithms, and Customer will only disclose such information under a separate negotiated non-disclosure agreement.

g. **Residual Rights.** Each party understands that the other party shall be free to use, for any purpose, the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for any work resulting from the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other's copyrights or patents.

GEN 1.14 Data Protection/Privacy

a. **Customer as Controller.** The parties acknowledge and agree that Customer will be the controller of the Customer Content for purposes of all Privacy Laws, with rights to determine the purposes for which the Customer Content is processed and, so long as not inconsistent with, or an expansion of, Xerox's Services obligations hereunder, the means of processing, and nothing in this Agreement will restrict or limit in any way Customer's rights or obligations as owner or controller of the Customer Content. As such controller of the Customer Content, Customer directs Xerox to process the Customer Content exclusively in accordance with the terms of this Agreement, applicable Order and subsequent instructions from Customer, so long as such instructions are not inconsistent with or an expansion of Xerox's Services obligations hereunder. Customer agrees to comply with all applicable Privacy Laws.

b. **Xerox Compliance.** Xerox's processing of the Customer Content is, and will at all times be, conducted in compliance with Xerox's privacy policies and with applicable Privacy Laws.

c. **Xerox's Safeguards.** Xerox has adopted reasonable physical, technical and organizational safeguards designed to prevent accidental, unauthorized or unlawful loss, disclosure, access, transfer or use of Customer Content. Xerox will promptly notify, but in no event longer than five (5) days, Customer in the event of any known unauthorized access to or use of the Customer Content.

d. **Customer Compliance.** Customer represents that it has been given or has obtained all consents of subjects of personal data as may be required by applicable Privacy Laws for the performance of the Services. In particular, as required by the applicable Privacy Laws in the states in which the Services are performed, Xerox and Customer acknowledge:

   i. the scope and reasons for the management of personal data;

   ii. the legal basis for the sharing of this personal data;

   iii. the consequences resulting from any refusal to share any personal data;

   iv. the scope and extent of the exchange of personal data in support of this Agreement and the applicable Order(s); and

   v. the rights granted to the parties under the applicable Privacy Laws and this Agreement.

e. **Consent.** Where applicable Privacy Laws require the Customer's express consent to be given to Xerox in order to process personal data, Section **GEN 1.14(a)** shall be sufficient for such purpose. The Customer also expressly consents to the processing of personal data by Xerox's subcontractors or other third parties who need to process such personal data in performing the Services, so long as such sub-contractors have agreed to the confidentiality and data protection/privacy provisions of this Agreement.

GEN 1.15 Governing Law and Jurisdiction

a. This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of law provisions and submitted to the exclusive jurisdiction of the federal and state courts of Tampa, Florida.

b. The parties consent to the exclusive jurisdiction of the courts specified in **subsection a** above, and expressly waive any objection to the jurisdiction or convenience of such courts.

c. **Waiver of Jury Trial.** In any action to enforce this Agreement or any Order hereunder, the parties agree to waive their right, if any, to a jury trial.

GEN 1.16 Intentionally Omitted

GEN 1.17 Force Majeure

a. **General.** Except for Customer's payment obligations, neither party shall be liable to the other during any period in which a party's performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (*e.g.*, flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of

sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity (a "**Force Majeure Event**"). If such a circumstance occurs, the party whose performance is delayed or prevented shall undertake reasonable action to notify the other party thereof.

b. **Avoidance of Breach.** Customer shall not be in breach of this Agreement in connection with a payment delay due to a Force Majeure Event: (i) if Customer undertakes all reasonable efforts to continue or resume its payment obligations; and (ii) Customer does the earlier of the following: (a) immediately pays all delayed payments and recommences regular payments once the Force Majeure Event no longer delays or prevents Customer's ability to make payments, or (b) pays all delayed payments and recommences regular monthly payments within sixty (60) days after the date the Force Majeure Event first delayed or prevented payment, in either case not later than thirty (30) days following the end of the term of the applicable Order.

GEN 1.18 Intentionally Omitted

GEN 1.19 Insurance Coverage.

Xerox on behalf of itself and its Affiliates shall maintain the following limits of insurance coverage during the term of this Agreement:

a. Where required by law, Workers Compensation, at statutory limits;

b. Employers Liability, with $1,000,000 limit of liability or at statutory limits, whichever is greater;

c. Commercial General Liability, including Products-Completed Operations coverage and Broad Form Contractual, with $2,000,000 limit of liability per occurrence for Bodily Injury and Property Damage;

d. Where applicable, Automobile Liability, with a combined single limit of liability of $2,000,000 per accident or at statutory limits, whichever is greater;

e. Umbrella Liability, with $5,000,000 limit of liability per occurrence; and

f. Professional Liability, with $2,000,000 limit of liability per occurrence.

GEN 1.20 Audits

Xerox will keep accurate records in support of the Charges for Services performed and Products provided hereunder and shall, upon reasonable written request, make such relevant records available to Customer for audit. Such records shall be kept for a period of three (3) years following the invoice date for Services performed or Products provided, as the case may be, to which such records apply (or for such longer period as required by applicable law). Notwithstanding the foregoing, Xerox shall not be required to disclose information deemed by Xerox to be confidential or proprietary (e.g., labor costs, benefit loads, parts costs, equipment costs, etc.). In addition, Customer will:

a. provide at least sixty (60) days written notice to Xerox prior to any audit being conducted;

b. ensure that any audit, inspection or verification is conducted during the hours of normal operation of the Xerox's locations (or as otherwise agreed by the parties from time to time);

c. as far as is commercially practicable, minimize disruption to Xerox's business; and

d. limit the frequency of such audits to no more than once per contract year.

Each party shall bear its own expenses in connection with such audit and ensure that any such audit is subject to all auditors executing appropriate confidentiality agreements with Xerox.

GEN 1.21 Compliance with Laws and Policies

a. **Compliance with Laws.** Xerox and Customer shall comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement. It is the Customer's responsibility to ensure that the Customer's Facilities meet applicable health and safety requirements.

b. **Internal Policies.** Xerox agrees to comply with Customer's internal policies provided to Xerox by the Customer (University Customer's regulations and policies can be found at http://regulationspolicies.usf.edu/) regarding security and safety at the Customer's Facilities that are reasonable and customary under the circumstances and which do not conflict with the terms of this Agreement.

GEN 1.22 Funding *(Applies To State & Local Government Customers Only)*

Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (i) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (ii) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue the Agreement or an Order, the Agreement or the Order may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year.

GEN 1.23 Miscellaneous

a. **Construction and Interpretation.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The section and paragraph headings contained herein are for convenience of reference only and shall not be considered as substantive parts of this Agreement. The use of the singular or plural form shall include the other form and the use of the masculine, feminine or neuter gender shall include the other genders. In construing or interpreting this Agreement, the word "including" shall not be limiting and the word "hereunder" shall mean under this Agreement. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

b. **Copies of Agreement.** Except as required by local law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each

Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order

c. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders.

d. **No Waiver and Severability.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

e. **Independent Contractors.** Xerox shall perform all Services hereunder in the capacity of independent contractor and not as Customer's employee, agent or representative.

f. **Assignment.** Neither party may assign this Agreement and any Order(s) hereunder without the prior written consent of the other party. In the event of an approved assignment by Xerox for the purposes of securitizing a pool of assets or as part of a third party financial transaction, Xerox, without notice to the Customer, may release information it has about the Customer and this Agreement. In the event of a permitted assignment by Xerox for the purposes of securitizing a pool of assets or as part of a third party financial transaction, Xerox, without further notice to the Customer, may release financial information it has about the Customer and this Agreement. Each successive assignee of Xerox will have all of the rights, but none of the obligations, of Xerox pursuant to this Agreement. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder, and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim or setoff that Customer may have or claim against Xerox against any assignee of Xerox.

g. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.

h. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this subsection **GEN 1.23.h.**, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.

i. **Order of Precedence.** This Agreement, including all Schedules hereto, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree

. that in the event of any conflict between the terms and conditions in this Agreement, and those contained in any of the documents referenced herein, the order of precedence shall be as follows:

i. All modules of the Agreement other than the General Module;

ii. General Module of this Agreement;

iii. Services Contracts and related Orders (excluding any Customer purchase order terms).

However if a term in the main body of this Agreement or Schedule expressly provides for a term in a Schedule or Order to take precedence, such provision in the Schedule or Order shall prevail to the extent of any conflict.
Notwithstanding the foregoing, except as may be modified in **Schedule C**, provisions in the General Module of this Agreement related to: (i) Section **GEN 1.10** (Indemnification); (ii) Section **GEN 1.11** (Limitation of Liability); and (iii) Section **GEN 1.13** (Confidentiality) will prevail over conflicting provisions in any other contractual document.

GEN 1.24 - Entire Agreement

The following are attached hereto and made part hereof:

. **SERVICES MODULE:** TERMS AND CONDITIONS SPECIFIC TO SERVICES

. **EQUIPMENT MODULE:** TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

. **EQUIPMENT LEASING MODULE:** TERMS AND CONDITIONS SPECIFIC TO LEASED EQUIPMENT

. **EQUIPMENT PURCHASE MODULE:** TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

. **MAINTENANCE SERVICES MODULE:** TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

. **SOFTWARE LICENSE MODULE:** TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

. **SERVICES MASTER AGREEMENT ("SMA") MODULE:** STANDALONE SERVICES AGREEMENT FOR NON-AFFILIATED ELIGIBLE ENTITIES

This Master Agreement constitutes the entire agreement between the parties relating to the acquisition by Customer of Services, Products, Maintenance Services, and Consumable Supplies under transactions that reference this Master Agreement, and supersedes all prior oral and written agreements relating to such subject matter. If there is a conflict between the terms and conditions in this Master Agreement and any of the documents referenced herein, this Master Agreement will control.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date and thereby agree to the terms of this Master Agreement on behalf of themselves and their Affiliates.

UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY CORPORATE

Timothy C. Mays, Jr. Digitally signed by Timothy C. Mays, Jr. CN: cn=Timothy C. Mays, Jr., o=University of Florida, ou=Purchasing Services, email=timothy45@usf.edu, c=US Date: 2018.06.13 11:38:33 -04'00'

Signature

Timothy C. Mays, Jr.

Name (Please Print)

Associate Director, Procurement Services

Title

4202 East Fowler Ave, Tampa, FL 33620

Address

June 12, 2018

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Joel Goodman

Joel Goodman
ATTORNEY - USF

XEROX CORPORATION

Signature

Christopher McPherson

Name (Please Print)

General Manager, Southeastern US

Title

1511 N Westshore Blvd, Suite 225
Tampa, FL 33607

Address

June 15, 2018

Date

SERVICES MODULE

SVC 1 TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Xerox's performance of Services. Xerox has assigned Services Master Agreement Number to this Services Module.

SVC 1.1 Scope of Services

Subject to the terms and conditions of this Agreement, Services will be performed in accordance with the requirements set forth in an Order. In support of the delivery of the Services, Xerox and Customer will undertake the activities described in the Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement or the Order, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay.

SVC 1.2 Orders and Services Contracts

Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Service Module's Service Master Agreement Number followed by a three digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number. Unless Customer provides notice in writing at least thirty (30) days before the end of the term of an Order of its intention not to renew, the Order will continue automatically on a month-to-month basis on the same terms and at the same price.

SVC 1.3 Charges for Services

Charges are based upon information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (1) such information should prove to be incomplete or inaccurate in any material respect; or (2) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the Charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Variations to the Charges shall also occur pursuant to specific price variation terms appearing in an Order or, as agreed in writing by the parties, on the occasion of any variation to the Services. If not specified, Charges due under this Agreement or an Order shall be calculated at Xerox's then current time and materials rates. If Customer agrees to reimburse Xerox for travel expenses in this Agreement, such travel expenses will only be reimbursed by Customer if incurred in compliance with § 112.061, Florida Statutes. If Xerox provides paper under a Services Contract, upon 30 days' notice, Xerox may adjust paper pricing, or either party may terminate the provision of paper. If Xerox agrees to begin providing Services partially or

early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement will apply.

SVC 1.4 Use of Subcontractors

Xerox may, when it reasonably deems it appropriate to do so, subcontract any portion of the Services. Xerox shall remain responsible for any Services performed by subcontractors retained by Xerox to the same extent as if such Services were performed by Xerox.

SVC 1.5 Services Scope Changes

Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new services to an Order. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an amendment to the Order(s) regarding the requested changes and any related impact to the Charges or terms. All change orders to an Order and acceptance or rejection of such change orders shall be in writing. Once both parties execute a change order, Xerox will promptly proceed with the new revised Services set forth in the change order in accordance with the terms of the change order.

SVC 1.6 Early Termination of Services and Labor

Except as otherwise set forth in a Services Contract, upon ninety (90) days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges, unless such Services or labor are terminated (a) by Xerox due to Customer's default or (b) by Customer, for reasons other than nonappropriations or Xerox uncured default, and Customer acquires similar services from another supplier within six (6) months of the termination of such Services or labor. Customer shall pay all amounts due as of the termination date, together with the early termination charges, for loss of bargain and not as a penalty, stated in the Order or, if not specifically stated therein, an amount equal to the then current MMC for said terminated or reduced Services or labor multiplied by the number of months remaining in the term of the related Order, not to exceed six (6) months.

SVC 1.7 Early Termination – Third Party and Amortized Services

Certain Services, such as consulting and training may be amortized over the term of the SSO or MSO ("**Amortized Services**") or Xerox may provide funds to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware ("**Third Party Funds**"). Collectively, Third Party Funds and Amortized Services are "**Funds**". The Funds amount will be included in the Monthly Minimum Charge. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

SVC 1.8 Xerox Remedies for Customer Default

If Customer defaults, Xerox, in addition to its other remedies (including the cessation of Services), may require immediate payment of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate established pursuant to § 55.03(1), Florida Statutes, and (b) any applicable early termination charges.

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EQUIPMENT MODULE

EQP 1 TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Equipment or Third Party Hardware provided to Customer under an Order.

EQP 1.1 Commencement Date and Date of Installation

The commencement date for each unit of Equipment provided under an Order shall be the Date of Installation.

EQP 1.2 Delivery and Removal and Suitability of Customer Facilities

Xerox will be responsible for all standard delivery charges for Equipment or Third Party Hardware. Customer will be responsible for any non-standard delivery charges and, for Equipment for which Xerox retains ownership, all removal charges for Equipment or Third Party Hardware. Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third Party Hardware or supplies. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

EQP 1.3 Equipment Status

Unless Customer is acquiring previously installed equipment, Equipment will be either: (a) "Newly Manufactured," which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model" which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new components and recycled components that are reconditioned; or (c) "Remanufactured," which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the status of any Third Party Hardware that Xerox may provide under any Order.

EQP 1.4 Product Availability

Xerox may withdraw Products that become generally commercially unavailable from future order taking under an Order. Xerox may add Products to this Agreement for order taking under an Order.

EQP 1.5 Consumables

If specified in an Order, Xerox will provide Consumables for Equipment. Consumables are Xerox's property until used by Customer and Customer will: (i) use them only with the Equipment for which they were provided under the applicable Order, (ii) return all Cartridges to Xerox as provided in this Agreement, and (iii) at the end of the term of the applicable Order, return any unused Consumables to Xerox at Xerox's expense when using Xerox-supplied shipping labels, or destroy them in a manner permitted by applicable law. Should Customer's use of Consumables exceed Xerox's published yields by more than 10%, Xerox may charge Customer for such excess usage.

EQP 1.6 Use and Relocation

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Supplier Equipment. While Equipment or Third Party Hardware is subject to an Order, Customer must provide Xerox prior written notice of all Equipment or Third Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third Party Hardware at Customer's expense. While Equipment or Third Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. All parts or materials replaced, including as part of an upgrade, will become Xerox's property. Equipment or Third Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the Equipment or Third Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent that the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in the Software License Module of this Agreement.

EQP 1.7 Trade-In Equipment

If Customer is providing trade-in equipment ("**Trade-In Equipment**") to Xerox under an Order:

a. Customer warrants that Customer has the right to transfer title to the Trade-In Equipment and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from Customer's premises.

b. Customer will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox.

c. Customer will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable l maintenance, administrative, supply, and finance charges until Xerox removes the Trade-In Equipment from Customer's premises.

EQP 1.8 Remote Services For Equipment

Certain models of Equipment are supported and serviced using Remote Data Access. Remote Data Access also enables Xerox to transmit to the Customer Maintenance Releases or Updates for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment, Third Party Hardware or Customer's information management systems. Customer grants the right to Xerox, without charge, to establish and maintain Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable

Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to have Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

EQP 1.9 Data Security

Certain models of Equipment can be configured to include a variety of data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models and costs associated with such features.

EQP 1.10 Supplier Equipment Provided with Services

In the event that, **other than through outright purchase**, Xerox provides Supplier Equipment to Customer in connection with the provision of Services, the following terms shall apply unless otherwise specified in an Order:

a. Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment provided as part of the Services. Customer will be responsible upon delivery for the risk of loss or damage of Supplier Equipment when such loss or damage is due to fire, theft, or disappearance, or willful misconduct, or the negligence of its employees acting within the scope of their employment. The full risk of loss for Supplier Equipment provided to a Non-Affiliated Eligible Entity shall pass to the Non-Affiliated Eligible Entity upon delivery to the Non-Affiliated Eligible Entity's Facility.

b. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable manuals and Documentation provided by Xerox. Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):

i. sell, charge, let or part with possession of the Supplier Equipment;

ii. remove the Supplier Equipment from the Customer's premises in which it is installed; or

iii. make any changes or additions to the Supplier Equipment.

c. Equipment is ordered for a minimum order period (as specified in the applicable Order) and on the basis that the Equipment will be subject to the Services for that minimum order period. If Equipment is terminated for any reason before the end of its minimum order period, the termination charges as set out in the applicable Order for such Equipment (plus applicable Transaction Taxes) shall apply.

d. At the end of the Order term, unless Customer opts to purchase the Equipment (where such option is available as set forth in the applicable Order), Customer shall work with Xerox to schedule the return of the Equipment, together with any related Software, to Xerox. At the time of removal, the Equipment (and related Software) will be in the same condition as when delivered, reasonable wear and tear excepted.

e. Unless Customer provides notice in writing at least ninety (90) days before the end of the lease term of its intention not to renew, the Order for such Leased Equipment will continue automatically on a month-to-month basis on the same terms and at the same price.

f. Except as expressly provided herein and as permitted by applicable law, Customer waives all rights and remedies conferred upon a lessee by Article 2A of the Uniform Commercial Code.

Where the Supplier Equipment to be used in the Services is being purchased outright, the following additional terms apply:

a. Orders for an outright purchase of Equipment to be used with the Services shall include both the unique Xerox-provided contract number that is associated with the Equipment Purchase Module for purchased Equipment transactions under this Agreement, as well as either (i) the Services Contract Number that is associated with the Services Module of this Agreement, for ordering Customer and Customer Direct Affiliates, or (ii) the corresponding Services Master Agreement that is associated with the ordering Non-Affiliated Eligible Entity.

b. Title to the Purchased Equipment will pass to Customer upon payment in full of the applicable Charges or, if payment is received in advance of delivery of the Purchased Equipment to the Customer Facility, upon delivery to the Customer Facility.

   i. Xerox warrants that it has the right to transfer title to the Purchased Equipment;

   ii. Xerox's standard warranty in effect for the Purchased Equipment at the time of delivery to the Customer shall apply.

c. If Customer or a Non-Affiliated Eligible Entity fails to pay the applicable Charges for such Purchased Equipment,

   Xerox, in addition to its other remedies (including the cessation of Maintenance Services, if applicable), may require immediate payment of all amounts then due (plus all applicable Transaction Taxes), plus applicable interest, at a rate established pursuant to § 55.03(1), Florida Statutes, for Customer, or the highest rate allowed by applicable law, or, absent such law, the rate of 1.5% per month for Non-Affiliated Eligible Entities, on all amounts due from the due date until paid.

d. Software provided with Supplier Equipment shall be governed by the terms set forth in the Software License Module of this Agreement.

e. If Customer elects to receive Maintenance Services for Purchased Equipment, Customer shall do so under a separate Order under the Services Module of the Agreement for such Maintenance Services. Maintenance Services for Equipment that is provided as part of Services will be provided in accordance with the Maintenance Services Module of this Agreement.

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EQUIPMENT LEASING MODULE

EL 1 TERMS AND CONDITIONS SPECIFIC TO LEASED EQUIPMENT

In addition to the terms set forth in the General (GEN) and Equipment (EQP) Modules, the following terms apply to Leased Equipment Orders.

EL 1.1 Contract Number

On all Order documents for Major Account Lease Orders, Customer will include the contract number that is provided on the attached Major Account Lease Pricing Exhibit.

EL 1.2 Periodic Minimum Charge

As set forth on the applicable Order, the Periodic Minimum Charge for the Leased Equipment, along with any additional print charges, covers Customer's cost for the use of the Leased Equipment and Maintenance Services, for the term specified in the applicable Order.

EL 1.3 Term

The initial Term for any standalone lease Order will be the number of full calendar months stated in such Order. The Lease Minimum Payment for any partial month following the Installation Date will be billed on a pro rata basis, based on a 30 day month.

EL 1.4 Title, Risk of Loss, Insurance

Title to the Leased Equipment shall remain with Xerox until Customer exercises its purchase option, if available. Customer will be responsible upon delivery for the risk of loss or damage of Leased Equipment when such loss or damage is due to fire, theft, or disappearance, or willful misconduct, or the negligence of its employees acting within the scope of their employment.

EL 1.5 NON-CANCELABLE LEASE

LEASED EQUIPMENT SUBJECT TO THIS MODULE CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, AND CUSTOMER'S OBLIGATION TO MAKE ALL PAYMENTS DUE OR TO BECOME DUE UNDER ANY ORDER FOR LEASED EQUIPMENT SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CUSTOMER CLAIM AGAINST XEROX MAY BE ASSERTED SOLELY AGAINST XEROX IN A SEPARATE ACTION.

EL 1.6 Early Termination

If any unit of Leased Equipment subject to this EL Module is terminated for any reason, including, without limitation, default by Customer, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (i) all amounts then due, plus applicable interest on all amounts due from the due date until paid; (ii) the Lease Minimum Payment (less the Maintenance Services and Consumables components thereof, as reflected on Xerox's books and records) remaining in the initial term of the Order for the unit of Leased Equipment, discounted at the applicable rate; (iii) where applicable, any purchase option as set forth in the Order; and (iv) all applicable Transaction Taxes. In

addition to paying the amounts required in the preceding sentence, Customer shall either (i) make the Leased Equipment available for removal by Xerox (or by Customer where applicable) when requested to do so by Xerox and, at the time of removal, the Leased Equipment will be in the same condition as when delivered, reasonable wear and tear excepted, together with any related Software or (ii) if available as an option, purchase the Leased Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the purchase option, if available, as set forth in the applicable Order, plus all applicable Transaction Taxes. If any unit of Leased Equipment subject to this EL Module is terminated for any reason, other than nonappropriations in accordance with Section **GEN 1.22** or uncured Xerox default in accordance with subsection **GEN 1.12.b.**, including, without limitation, defaults under the Agreement or a Standard Lease IA, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at Customer's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate established pursuant to § 55.03(1), Florida Statutes for Customer, and the highest rate allowed by applicable law, or, absent such law, the rate of 1.5% per month for Non-Affiliated Eligible Entities; (b) the Lease Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the initial Term of the Standard Lease IA, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. If Customer notifies Xerox and makes the Equipment available for removal by Xerox in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default, upon recovery of the Equipment Customer will receive a credit for the fair market value of the Equipment (as determined by Xerox), less any costs incurred by Xerox.

EL 1.7 Leased Equipment Return

At the end of the lease term, Customer shall contact Xerox to schedule the return of the Leased Equipment together with any related Software to Xerox. At the time of removal, the Leased Equipment (and related Software) will be in the same condition as when delivered, reasonable wear and tear excepted.

EL 1.8 Maintenance Component Price Increase

Unless otherwise stated in an Order, Xerox may annually increase that amount of the Periodic Minimum Charge that Customer is charged for maintenance of Leased Equipment (the "**Maintenance Component**").

EL 1.9 Renewal

Unless Customer provides notice in writing at least ninety (90) days before the end of the term of an Order for Leased Equipment of its intention not to renew, said Order for such Leased Equipment will continue automatically on a month-to-month basis on the same terms and pricing.

EL 1.10 Finance Lease

A LEASE TRANSACTION DOCUMENT IS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

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EQUIPMENT PURCHASE MODULE

EP 1 TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to the acquisition of Purchased Equipment.

EP 1.1 Contract Number

On all Order documents for Equipment Purchase Orders, Customer will include the contract number that is provided on the attached Equipment Purchase Pricing Exhibit.

EP 1.2 Title and Risk of Loss

Title and risk of loss to such Purchased Equipment will pass to Customer upon delivery to Customer Facility.

EP 1.3 Default

If Customer defaults under an Order for Purchased Equipment, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due plus all applicable Transaction Taxes), plus applicable interest, at a rate established pursuant to § 55.03(1), Florida Statutes for Customer, or the highest rate allowed by applicable law, or, absent such law, the rate of 1.5% per month, for Non-Affiliated Eligible Entities on all amounts due from the due date until paid.

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MAINTENANCE SERVICES MODULE

MS 1 TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

In addition to the terms and conditions in the General (GEN) Module, and except as otherwise set forth in an Order, the following terms and conditions apply to the provision of Maintenance Services.

MS 1.1 Maintenance Services

As a mandatory part of an Order that includes leased or rented Equipment, or pursuant to an Order for stand-alone Maintenance Services, or pursuant to an Order for Services that includes Maintenance Services for Equipment, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as "No Svc". This Module does not apply to maintenance of Third Party Hardware. Any such maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order. .

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer-implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order.

MS 1.2 Repairs and Parts

a. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.

b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumables will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point.

MS 1.3 Hours and Exclusions

Unless otherwise set forth in an Order, Maintenance Services will be provided during Xerox's standard working hours (excluding locally-recognized Xerox holidays) in the areas within the geography in which the Equipment is delivered. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories, or other products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to use Equipment in accordance with, and to perform all operator maintenance procedures for Equipment set

forth in, the applicable manuals and Documentation provided by Xerox. Customer agrees to purchase all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

MS 1.4 Installation Site and Meter Readings

In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (i) has been provided by Xerox or (ii) meets Xerox's published specifications. The Equipment installation site must conform to Xerox's published requirements. If applicable, unless otherwise set forth in an Order, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, Xerox may estimate them and bill Customer accordingly.

MS 1.5 Remedy

If Xerox is unable to maintain the Equipment as described above, Xerox will replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial lease term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). This remedy applies only if the Equipment has been continuously and exclusively maintained by Xerox or its designated service provider from the Date of Installation. Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy.

MS 1.6 Charges for Maintenance Services

Except as otherwise stated in an Order, Xerox may annually increase charges for Maintenance Services.

MS 1.7 End of Service

Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("**EOS**") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment list is available upon request.

MS 1.8 Remedy for Default (applies to Purchase with Maintenance Orders, and Maintenance Services Only Orders)

Unless otherwise agreed to by the parties in an Order, if Customer defaults under this Agreement or a Maintenance Services Order, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus applicable interest on all amounts due from the due date until paid (at the rate established pursuant to § 55.03(1), Florida Statutes, for Customer, or the highest rate allowed by applicable law, or, absent such law, the rate of 1.5% per month for Non-Affiliated Eligible Entities; (b) the lesser of (i) the remaining minimum periodic base charge in such Maintenance Services Order's term, not to exceed six (6) such (minimum periodic base charge) payments for one year Maintenance Services Orders, or twelve (12) such payments for multi-year Maintenance Services Orders; and, (c) all applicable Transaction Taxes.

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SOFTWARE LICENSE MODULE

SW 1 TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the General (GEN) Module the following terms and conditions apply to the license and use of Software and its associated Documentation.

SW 1.1 Software License

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

a. Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use: (i) Base Software only on or with the Equipment with which (or within which) it was delivered; and (ii) Application Software only on any single unit of Equipment, subject to Customer remaining current in the payment of any indicated applicable Software license fees (including any annual renewal fees). Customer has no other rights to the Software. Customer will not and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software except as permitted by applicable law; (ii) activate Software delivered with or within the Equipment/in an un-activated state; or, (iii) access or disclose Diagnostic Software for any purpose. Title to Software and all copyrights and other intellectual property rights in Software will reside solely with Xerox and its licensors (who will be considered third party beneficiaries of this Agreement's software and limitation of liability provisions).

b. The Base Software license will terminate: (i) if Customer no longer uses, possesses the Equipment with which the Base Software was provided; or (ii) upon the expiration or termination of any Order under which Customer has leased the Equipment with which the Base Software was provided (unless Customer has exercised an option to purchase the Equipment, where available).

c. Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (i) Xerox is denied reasonable access to periodically reset such code; (ii) Customer is notified of a default under an Order; or (iii) Customer's license is terminated or expires. Xerox shall notify Customer by screen message at least sixty (60) days prior to the activation of any such disabling code. In the event Customer has notified Xerox in writing that it disputes Xerox's right hereunder to disable the Equipment by activation of disabling code with respect to any Software, Xerox shall, if provided timely access to such Software by Customer, deactivate the disabling code until such dispute has been resolved to Customer's reasonable satisfaction, provided that Customer shall pay to Xerox any then current license fees for the Software that remained activated past its scheduled termination or expiration date and that such default (*i.e.*, subsection (ii) above) is not related to non-payment.

d. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

SW 1.2 Software Support

For Base Software, Software Support will be provided during the initial term of the applicable Order and any renewal period, but not longer than five (5) years after Xerox stops taking orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license, annual renewal and "support only" fees.

a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of six (6) months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.

b. Xerox may make available new releases of the Software that primarily incorporate coding error fixes and are designated as "**Maintenance Releases**" or "**Updates**". Maintenance Releases or Updates are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. New releases of the Software that are not Maintenance Releases which include new content or functionality ("**Feature Releases**") will be subject to additional license fees at Xerox's then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.

c. Xerox may annually increase Software license fees and support fees for Application Software.

SW 1.3 Diagnostic Software

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

SW 1.4 Third Party Software

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

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SERVICES MASTER AGREEMENT ("SMA") MODULE

STANDALONE SERVICES AGREEMENT FOR NON-AFFILIATED ELIGIBLE ENTITIES

SERVICES MASTER AGREEMENT

xerox

THIS SERVICES MASTER AGREEMENT NO. << Enter 7 Digit Contract Number >>> (the "Agreement", or "Contract", or "SMA") is between Xerox Corporation ("**Xerox**"), a New York corporation with offices at 201 Merritt 7, Norwalk, CT 06851 and << Enter Customer's Legal Name >>> ("Customer").

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to the Customer over time. ***However,*** it is the intent of the parties that the products and services be acquired by the Customer under the auspices of the Master Agreement between Xerox and the University of South Florida (the "Master Agreement") that resulted from the award of the **Invitation To Negotiate ITN-17-16-MH**. ***Therefore,*** the terms and conditions of the ITN Contract are incorporated herein by reference; however, and any conflict or inconsistency between the below terms and conditions of this Agreement and the Master Agreement shall be resolved in favor of this Agreement.

This Agreement is grouped into Modules. The "GEN" Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

DEF 1. – DEFINITIONS

The following definitions (and those found elsewhere in this Agreement) apply unless otherwise specified in an Order.

a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.

b. **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a "Services and Solutions Agreement" or "SSA."

c. **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.

d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.

e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.

f. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.

g. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.

h. **Confidential Information** means information identified as confidential and provided by the disclosing party to the receiving party.

i. **Consumable Supplies.** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples.

j. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, work space, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.

k. **Customer Confidential Information** means Confidential Information belonging to Customer and includes, without limitation, Customer Content and Private Information.

l. **Customer Content** means documents, materials or information that Customer provides in hard copy or electronic format to Xerox, containing information about Customer or its clients, in order for Xerox to provide Services, Maintenance Services, or Products.

m. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.

n. **Customer Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Customer as of the Effective Date or that may be created by Customer after the Effective Date, excluding Xerox Confidential Information.

o. **Data** means data that the Xerox Tools and Xerox Client Tools automatically collect from all Equipment and Third Party Hardware that appears on Customer's network, or that are locally connected to another device on Customer's network, when such Tools are installed on Customer's network. Examples of Data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data.

p. **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.

q. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.

r. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.

s. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.

t. **Effective Date** means the date this Agreement is signed by Xerox.

u. **Equipment** means Xerox-brand equipment.

v. **Excluded Taxes** means (i) taxes on Xerox's income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.

w. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.

x. **Existing Software** means software licensed by the Customer outside of this Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.

y. **Feature Releases** means new releases of Software that include new content or functionality.

z. **Force Majeure Event** means a circumstance beyond a party's reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity.

aa. **Funds** means collectively Amortized Services and Third Party Funds.

bb. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."

cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.

dd. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEF, GEN, SVC, EQP, EP, MS and SW Modules.

ee. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items are billed separately from the MMC.

ff. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

gg. **Output of Services** means electronic images created by scanning tangible documents containing Customer Content, all full or partial copies (tangible and intangible) of Customer Content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by Xerox and delivered to Customer under an Order, but shall not include Third Party Software, or Xerox Intellectual Property.

hh. **Privacy Laws** means state, federal, and international laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.

ii. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach Bliley Act ("GLBA") and equivalent categories of protected health and financial information under applicable state Privacy Laws.

jj. **Products** means Software, Equipment, Third Party Products and/or Consumable Supplies supplied by Xerox and provided to Customer pursuant to an Order.

kk. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only. Any terms in a PO are not binding and are of no force or effect.

ll. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.

mm. **Remote Data** means data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment or Third Party Products connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data.

nn. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location.

oo. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.

pp. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.

qq. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.

rr. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.

ss. **Software** means Base Software and Application Software.

tt. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.

uu. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.

vv. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

ww. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.

xx. **Third Party Hardware** means non-Xerox brand equipment.

yy. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.

zz. **Third Party Software** means non-Xerox brand software.

aaa. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transaction-based gross receipts, and privilege Taxes.

bbb. **XDM Customer Views** means a limited set of features such as printer error messages, basic printer status, troubleshoot (e.g., access printer web page, submit test page, reboot printer, retrieve audit logs) and upgrade printer (e.g., add upgrade file, delete upgrade file, run upgrade, delete upgrade task, restart upgrade task) that are available through the Xerox Tool known as Xerox Device Manager.

ccc. **Xerox Confidential Information** means Confidential Information belonging to Xerox and includes, without limitation, whether marked as such or not, any services procedures manuals, Xerox Tools, Xerox Client Tools and Xerox Intellectual Property.

ddd. **Xerox Client Tools** means certain proprietary software used to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof that are licensed to Customer in accordance with GEN 1.8(d).

eee. **Xerox Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Xerox as of the Effective Date or that may be created by Xerox after the Effective Date, including without limitation, Software, Data, Remote Data, Xerox Tools and Xerox Client Tools, and excluding Customer Confidential Information and Output of Services.

fff. **Xerox Products** means Equipment, Software and Consumable Supplies acquired pursuant to this Agreement.

ggg. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

GENERAL MODULE

GEN 1. – GENERAL

The terms and conditions in this General (GEN) Module apply to all Services, Maintenance Services, and Products acquired by Customer under this Agreement.

GEN 1.1– AGREEMENT STRUCTURE

a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Customer Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.

b. **Orders and Services Contracts.**

   i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by a Customer Affiliate, such Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose. If a Customer Affiliate establishes a Services Contract by placing an Order hereunder, it will be the "Customer" for the purposes of such Services Contract.

ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.

iii. Unless Customer provides notice in writing at least thirty (30) days before the end of the term of an Order of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms and at the same price.

iv. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's then current overtime rates will apply to Services requested and performed outside Customer's standard working hours.

b. **Payment.** Customer agrees to pay Xerox 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 thirty (30) days from invoice receipt, which is deemed to occur three (3) days from 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. For any payment not received by Xerox within ten (10) days after the due date, Xerox may charge, and Customer agrees to pay, a late charge of the greater of $25 or five percent (5.0%) of the amount overdue (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within thirty (30) days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.

c. **Default.** Customer will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due, or if Customer breaches any other obligation under this Agreement, any Services Contract, or any other agreement with Xerox. If Customer, defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, plus interest on all amounts due from the due date until paid at the rate established by applicable law, or, absent such law, the rate of 1.5% per month, and (2) any early termination charges set forth in this Agreement or in the applicable Services Contract and/or Order(s).

GEN 1.3 – TAXES

Customer will be responsible for all Transaction Taxes. Transaction Taxes will be included in Xerox's invoice unless Xerox receives proof of Customer's tax exempt status. Customer shall not be responsible for Excluded Taxes.

GEN 1.4 – RESERVED.

GEN 1.5 – RESERVED.

GEN 1.6 – CUSTOMER RESPONSIBILITIES

Customer agrees to perform its responsibilities under this Agreement in support of the Services, Maintenance Services, or Products in a timely manner. Customer agrees:

a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;

b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;

c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;

d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;

e. to maintain the manufacturer's maintenance agreement for any Third Party Products;

f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;

g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;

h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;

i. that, as between Xerox and Customer, Customer alone is responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so;

j. that as between Xerox and Customer, Customer alone is responsible for determining whether Customer Content provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and

k. to provide contact information for Equipment such as name and address of Customer contact.

GEN 1.7– WARRANTIES

a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:

   i. it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation;

   ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and

iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.

b. **Xerox Warranties.**

i. Services Warranty. Xerox warrants to the Customer that the Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services do not comply with the SLAs or other requirements set forth in the applicable Order, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s) and begin to develop a corrective action plan. As Customer's exclusive remedy under this warranty for Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.

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.

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.

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:

(a) Customer's failure or delay in performing its responsibilities under this Agreement;

(b) reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or

(c) unauthorized modifications to Equipment, Third Party Hardware or the Output of Services.

c. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

d. The warranties set forth in this Agreement are expressly conditioned upon the use of the Services, Products and Output of Services for their intended purposes in the systems environment for which they were designed and shall not apply to any Services, Products or Output of Services which have been subject to misuse, accident or alteration or modification by Customer or any third party.

GEN 1.8 – INTELLECTUAL PROPERTY OWNERSHIP

a. **Customer Intellectual Property.** Customer grants to Xerox a non-exclusive, royalty-free, fully-paid up, worldwide license to use Customer Intellectual Property, Customer Content and Output of Services only for purposes of, and only to the extent required for, providing Services, Maintenance Services or Products under this Agreement. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Customer Intellectual Property are granted to Xerox.

b. **Ownership of Output of Services and License to Xerox Intellectual Property.** Except to the extent that the Output of Services may incorporate any Xerox Intellectual Property, the Output of Services shall be the sole and exclusive property of Customer. To the foregoing extent, Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. To the extent that the Output of Services may incorporate any Xerox Intellectual Property, Xerox grants Customer a non-exclusive, perpetual, fully paid-up, worldwide right to use, display and reproduce the Xerox Intellectual Property only as required for use of the Output of Services for Customer's customary business purposes and not for resale, license or distribution outside of Customer's organization. If XDM Customer Views are to be provided under an SOW, Xerox grants Customer a limited license to access and use the XDM Customer Views only for the purpose of receiving Services under the SOW. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Xerox Intellectual Property are granted to Customer.

c. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.

d. **Xerox Client Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. Customer may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.

e. **Data Collection and Use.** Data collected by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents or other information residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems.

GEN 1.9 – INDEMNIFICATION

a. **General Indemnification.** Xerox and, to the extent allowed by applicable law, the Customer, if promptly notified and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and

reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its Affiliates) in connection with this Agreement.

b. **Xerox Indemnification.** Xerox shall, if promptly notified by Customer (or its Affiliate(s)) and given the right to control the defense, indemnify, defend and hold harmless Customer, its Affiliates and their respective officers, directors, employees, agents successors and assigns, for all Claims that Xerox Products or Customer's use of the Services provided by Xerox under this Agreement infringe a U.S. patent, copyright or other intellectual property right. Notwithstanding anything to the contrary herein, Xerox shall have no obligation under this subsection **GEN 1.9(b)** to the extent any Claim is based on or arises out of any (i) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) infringement by Services resulting from Customer's direction, specification or design, (iii) modification or alteration to such Xerox Products or Services not approved in writing by Xerox; (iv) any combination or use of the Xerox Products or Services not approved in writing by Xerox; (v) use of the Xerox Products or Services not in accordance with the applicable Documentation; or (vi) Customer's failure to use corrections or enhancements to the Xerox Products provided by Xerox. If a Claim is made, or appears likely to be made, pursuant to this subsection **GEN 1.9(b)**, Customer agrees to permit Xerox, at Xerox's sole option and expense, to obtain the right to enable Customer to continue to use such Xerox Products, to make them non-infringing or to replace them with items that are at least functionally equivalent. If Xerox determines that none of these alternatives is reasonably available, Customer agrees to return such Xerox Products to Xerox upon Xerox's written request. Xerox will then give Customer a refund equal to the amount Customer paid Xerox for such Xerox Products less a reasonable usage fee.

c. **Customer Indemnification.** To the extent allowed by applicable law, Customer shall, if promptly notified by Xerox (or its Affiliate(s)) and given the right to control the defense, indemnify, defend and hold harmless Xerox, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, for all Claims for intellectual property infringement to the extent such Claim is based on (i) Xerox's use of Customer Assets or customer's content or materials used in performing Services or providing Products under this Agreement or any Order entered into hereunder; (ii) Customer's use of the Products or Services not in accordance with this Agreement or the applicable Documentation; and (iii) Claims arising out of or related to Section **GEN 1.9(b)(i)-(vi)** or Customer's failure to perform its responsibilities under Section **GEN 1.6(j)**

d. The indemnifying party is not responsible for any litigation expenses of the indemnified party or any settlements unless it pre-approves them in writing.

GEN 1.10 – LIMITATION OF LIABILITY

Except as prohibited by law, the following limitations apply:

a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION **GEN 1.10(c)**, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND INDEMNITY) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION **GEN 1.10(c)**, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT,

WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND INDEMNITY), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE LESSER OF THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE OR $200,000. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION GEN 1.10(b) SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.

c. EXCEPTIONS. THE LIMITATIONS SET FORTH IN SECTION GEN 1.10 SHALL NOT APPLY WITH RESPECT TO:

i. EITHER PARTY'S WILLFUL MISCONDUCT OR FRAUD;

ii. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

GEN 1.11 – TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a term of months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon thirty (30) days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products, Xerox Tools and/or Xerox Client Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event the Agreement expires or is terminated, each Services Contract in effect at such time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

GEN 1.12– CONFIDENTIALITY

a. **Obligation**. Customer and Xerox acknowledge that, during the term of this Agreement and any Order hereunder, each party (or its Affiliates) may be provided with or have access to, certain Confidential Information belonging to the other party (or its Affiliates). The parties will ensure that their employees comply with their respective corporate policies and procedures regarding the disclosure of Confidential Information. The parties agree to use the Confidential Information provided under this Agreement only for purposes directly related to the performance of obligations and use of rights granted under this Agreement. The receiving party may not disclose Confidential Information to third parties unless such third party has a need to know such Confidential Information in order to perform under this Agreement and has agreed in writing to be bound by terms no less restrictive than those set forth herein. Each party shall be responsible for any breaches of the obligations in this Section by its employees and such third parties. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like importance, but not less than reasonable care. Each party agrees not to disclose the terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, without the other party's prior written consent. Xerox may use Customer as a reference with other

customers, including in marketing materials. Xerox may disclose the identity and address of Customer to Xerox's third party licensors if contractually required for royalty reporting purposes.

b. **Unilateral Cancellation/Public Records Law.** ***(applicable to State and Local Florida Government Customers only)*** Notwithstanding any confidentiality provisions in this Agreement, as an agency or subdivision of the State of Florida, Customer is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, this Agreement and all associated materials and information may be considered a "public record." While Customer will endeavor not to voluntarily disclose this Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of this Agreement or any other information pursuant to a public records request shall not be considered a breach of any confidentiality provisions.

Further, Xerox may be considered a contractor of a public agency as defined in § 119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to Customer upon request; and ensure that exempt or confidential and exempt records are not disclosed except as authorized by law. Upon completion of this Agreement or performance of the services, Xerox may transfer all public records related to the services to Customer, at no cost to Customer, or may keep such public records in accordance with the applicable state record retention requirements. If Xerox chooses to transfer such records to Customer, Xerox shall destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

CUSTOMER CANNOT PROVIDE LEGAL ADVICE TO XEROX REGARDING ITS LEGAL DUTIES. HOWEVER, XEROX MAY CONTACT CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS AT <INSERT EMAIL> OR <INSERT PHONE> IF XEROX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO XEROX'S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.

Customer may unilaterally cancel the Agreement for refusal by Xerox to comply with the provisions of Chapter 119, Florida Statutes.

c. **Exclusions.** The obligations of confidentiality will not apply to any Confidential Information that: (1) was in the publicly available prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; or (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information.

d. **Return of Information.** Upon termination or expiration of this Agreement or an Order, except as otherwise set forth hereunder, each party shall cease use of the other party's Confidential Information and other data and, upon request, shall (1) return all such Confidential Information and any copies thereof, or (2) permanently destroy suchConfidential Information and certify that such Confidential Information has been so destroyed; provided, however, that any obligations regarding removal of Customer Confidential Information stored on hard drives on Equipment owned by Xerox and any costs associated with such removal will be set forth in the applicable Order.

e. **Disclosure under Legal Requirement.** If the recipient of Confidential Information is required to disclose Confidential Information pursuant to a court order or by law or regulation, that party will (1) notify the disclosing party of the obligation to make such disclosure, and (2) reasonably cooperate with the disclosing party if the disclosing party

seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.

f. **Duration of Confidentiality Obligation.** Except for Private Information and Xerox Intellectual Property, the obligations set forth in this Section shall continue for one (1) year after termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. Confidentiality obligations with respect to Xerox Intellectual Property shall continue so long as it continues to be Xerox trade secrets, as defined by § 688.002(4), Florida Statutes, as applicable..

g. **Residual Rights.** Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.

GEN 1.13– DATA PROTECTION/PRIVACY

a. To the extent that Privacy Laws are applicable to Customer and Xerox in connection with the performance of Services, each party agrees to comply with the applicable provisions of such Privacy Laws.

b. Xerox has adopted reasonable physical, technical and organizational safeguards designed to prevent accidental, unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information. Xerox will promptly notify Customer in the event of any known unauthorized or unlawful loss, disclosure, access, transfer or use of Private Information.

GEN 1.14 – GOVERNING LAW AND JURISDICTION

This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of Florida without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of Florida. The parties agree to waive their rights to a jury trial.

GEN 1.15 – RESERVED.

GEN 1.16– FORCE MAJEURE

Except for Customer's absolute and unconditional obligation to make all required payments of any amounts not properly disputed under this Agreement, neither Customer nor Xerox shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by a Force Majeure Event. If such a circumstance occurs, the party whose performance is delayed or prevented shall undertake reasonable action to notify the other party thereof.

GEN 1.17 – INSURANCE COVERAGE

Xerox shall maintain the following limits of insurance coverage during the term of this Agreement:

a. Where required by law, Workers Compensation, at statutory limits;

b. Employers Liability, with $1,000,000 USD limit of liability or at statutory limits, whichever is greater;

c. Commercial General Liability, including Products - Completed Operations coverage and Broad Form Contractual, with $2,000,000 USD limit of liability per occurrence for Bodily Injury and Property Damage; and,

d. Where applicable, Automobile Liability, with a combined single limit of liability of $2,000,000 USD per accident or at statutory limits, whichever is greater.

GEN 1.18 – FUNDING *(Applies To State & Local Government Customers Only)*

Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted

and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (i) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (ii) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue the Agreement or an Order, the Agreement or the Order may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year.

GEN 1.19– COMPLIANCE WITH LAWS AND POLICIES

Xerox and Customer shall comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement. Xerox agrees to comply with Customer's internal policies regarding security and safety at Customer Facilities that are reasonable and customary under the circumstances and which do not conflict with the terms of this Agreement. Customer agrees to provide Xerox with reasonable prior written notice of such policies and any changes to such policies. If a change in Customer policy results in incremental costs to Xerox, Xerox may, upon providing notice to Customer, pass such costs on to Customer.

GEN 1.20 – MISCELLANEOUS

a. **Copies of Agreement**. Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.

b. **Amendment**. All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.

c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.

d. **Independent Contractors.** Xerox shall perform all Services hereunder in the capacity of independent contractor and not as Customer's employee, agent, or representative. Xerox employees shall not be entitled to privileges of employment that Customer may provide to Customer's employees, and Xerox shall be responsible for payment of all unemployment, social security, federal (state and local, as necessary) and other payroll taxes in regard to its employees involved in the performance of the Services. Neither of the parties, nor their respective employees or Affiliates, shall be authorized to conclude contracts in the name of the other party, or to act or appear as a representative of the other, whether in performing the Services or otherwise.

e. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of one (1) year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment. Should one of the parties hire the other party's personnel in violation of this Agreement, the violating party shall immediately pay to the other, as liquidated damages and as the sole remedy for such violation, an amount equal to such personnel's then current annual compensation (or the amount paid to such person during the previous twelve (12) months in the case of an independent contractor).

f. **Assignment.** Except for Xerox's assignment to an Affiliate or to a third party for the purposes of securitizing or factoring, neither party may assign this Agreement and any Order(s) hereunder without the prior written consent of the other party. In the event of a permitted assignment by Xerox, each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this Agreement. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim, or setoff that Customer may have or claim against Xerox against any assignee of Xerox.

g. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing, and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.

h. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.

i. **Order of Precedence; Entire Agreement.** This Agreement, including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be this Agreement, the applicable Orders under the Services Contract (excluding Customer POs), and the SOW or DOS, as applicable. If a term in this Agreement expressly provides for a term in an Order to take precedence, such provision in the Order shall prevail to the extent of any conflict. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **GEN 1.8** (Intellectual Property Ownership); (2) Section **GEN 1.9** (Indemnification); (3) Section **GEN 1.10** (Limitation of Liability); (4) Section **GEN 1.12** (Confidentiality); and (5) Section **GEN 1.3** (Taxes), will prevail over conflicting provisions in any other contractual document.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Xerox's performance of Services.

SVC 1.1 – SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is

delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay.

SVC 1.2 – CHARGES FOR SERVICES

Charges for Services are set forth in the applicable Order. Charges are based upon information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term of such Order. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement will apply.

SVC 1.3 – USE OF SUBCONTRACTORS

Xerox may, when it reasonably deems it appropriate to do so, subcontract any portion of the Services. Xerox shall remain responsible for any Services performed by subcontractors retained by Xerox to the same extent as if such Services were performed by Xerox.

SVC 1.4 – SERVICES SCOPE CHANGES

Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new Services under a Services Contract. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an Order incorporating the requested changes and any related impact to the Charges or terms. Once Customer executes and Xerox accepts the Order, Xerox will promptly proceed with the new and/or revised Services in accordance with the terms of the Order and this Agreement.

SVC 1.5 – EARLY TERMINATION OF SERVICES AND LABOR

Except as otherwise set forth in a Services Contract, upon ninety (90) days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges, except as set forth in the next sentence. Notwithstanding the foregoing, if any such Services or labor provided under an Order are terminated (a) by Xerox due to Customer's default or (b) by Customer and Customer acquires similar services from another supplier within six (6) months of the termination of such Services or labor, Customer shall pay all amounts due as of the termination date, together with the early termination charges, for loss of bargain and not as a penalty, stated in the Order or, if not specifically stated therein, an amount equal to the then current MMC for said terminated or reduced Services or labor multiplied by the number of months remaining in the term of the related Order, not to exceed six (6) months.

SVC 1.6 – RECOVERY OF FUNDS BALANCES

Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

EQUIPMENT MODULE

EQP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

EQP 1.1 – TERM AND DATE OF INSTALLATION

The term for each unit of Equipment shall be the term stated on the applicable Order, with the commencement date based upon the actual Date of Installation. If the Date of Installation for a unit of Equipment is prior to the applicable Order start date, Xerox will bill the Customer for such Equipment on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

EQP 1.2 – DELIVERY AND REMOVAL AND SUITABILITY OF CUSTOMER FACILITIES

Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware and, for Equipment or Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges (including removal prior to the end of the term for any Equipment) will be at Customer's expense. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

EQP 1.3 – EQUIPMENT STATUS

Unless Customer is acquiring previously installed equipment, Equipment will be either: (a) "Newly Manufactured," which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model" which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new components and recycled components that are reconditioned; or (c) "Remanufactured," which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the status of any Third Party Hardware that Xerox may provide under any Order.

EQP 1.4 – CONSUMABLE SUPPLIES

If specified in an Order, Xerox will provide Consumable Supplies for related Equipment. Consumable Supplies are Xerox's property until used in the Equipment for which they are provided. Upon expiration or termination of the applicable Order, Customer will either return any unused Consumable Supplies to Xerox at Xerox's expense when using Xerox-supplied shipping labels, or destroy them in a manner permitted by applicable law. Xerox reserves the right to charge Customer for any Consumable Supplies usage that exceeds Xerox's published yields by more than ten percent (10%). In such a case, Xerox will notify Customer of the excess usage. If such excess usage does not cease within thirty (30) days after notice, Xerox may charge Customer for the excess usage. If Xerox provides paper under a Services Contract, upon thirty (30) days' notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

EQP 1.5 – USE AND RELOCATION

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. While Equipment or Third Party Hardware is subject to an Order, Customer must provide Xerox prior written notice of all Equipment or Third Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third Party Hardware at Customer's expense. While Equipment or Third Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. All parts or materials replaced, including as part of an upgrade, will become Xerox's property. Equipment or Third Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the Equipment or Third Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent that the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in the Software License Module of this Agreement.

EQP 1.6 – SUPPLIER EQUIPMENT PROVIDED

In the event Xerox provides Supplier Equipment to Customer, the following terms shall apply unless otherwise specified in an Order:

a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Supplier Equipment. Each party will promptly notify the other, in writing, of any change in ownership, and the Customer will notify Xerox if it relocates its principal place of business or changes the name of its business. The risk of loss for the Supplier Equipment shall pass to Customer upon delivery to the applicable Customer Facilities.

b. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):

   i. sell, charge, let or part with possession of the Supplier Equipment;

   ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or

   iii. make any changes or additions to the Supplier Equipment.

c. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per EQP 1.1 above). If Equipment is terminated for any reason before the end of its minimum order term, the termination charges set forth in the applicable Order or Services Contract for such Equipment shall apply.

EQP 1.7 – DATA SECURITY

Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

EQP 1.8 – REMOTE SERVICES FOR EQUIPMENT

Certain models of Equipment are supported and serviced using Remote Data Access. Remote Data Access also enables Xerox to transmit to the Customer Maintenance Releases or Updates for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment, Third Party Hardware or Customer's information management systems. Customer grants the right to Xerox, without charge, to establish and maintain Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to have Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

EQP 1.9 – REMOVAL OF HAZARDOUS WASTE

Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third Party Hardware or supplies.

EQUIPMENT PURCHASE MODULE

EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

EP 1.1 – ORDER

Orders for an outright purchase of Equipment shall include the unique Xerox-provided contract number and the number of this Agreement on all applicable ordering documents.

EP 1.2 – TITLE

Title to Purchased Equipment will pass to Customer upon delivery to the applicable Customer Facilities.

EP 1.3 – DEFAULT

If Customer defaults under a XOA for Purchased Equipment, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due, plus all applicable Transaction Taxes and applicable interest on all amounts due from the due date until paid.

EP 1.4 – MAINTENANCE SERVICES FOR PURCHASED EQUIPMENT

If Customer elects to receive Maintenance Services for Purchased Equipment, Customer shall do so under a separate Order under the Agreement for such Maintenance Services.

EP 1.5 – AGREEMENT PROVISION EXCLUSIONS

The following Agreement provisions do not apply to Orders for an outright purchase of Equipment: GEN 1.1 c.ii – iii; GEN 1.6 b – j; GEN 1.7 b.1; GEN 1.11; EQP 1.4; EQP 1.6.

MAINTENANCE SERVICES MODULE

MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

In addition to the terms and conditions in the General (GEN) Module, and except as otherwise set forth in an Order, the following terms and conditions apply to provision of Maintenance Services.

MS 1.1 – MAINTENANCE SERVICES

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as "No Svc." This Module does not apply to maintenance of Third Party Hardware. Maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order.

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer-implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order.

MS 1.2 – REPAIRS AND PARTS

a. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.

b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed

components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point.

MS 1.3 – HOURS AND EXCLUSIONS

Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox's standard working hours. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

MS 1.4 – INSTALLATION SITE AND METER READINGS

In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (a) has been provided by Xerox or (b) meets Xerox's published specifications. The Equipment installation site must conform to Xerox's published requirements. If applicable, unless otherwise set forth in an Order, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate them and bill Customer accordingly.

MS 1.5– REMEDY

If Xerox is unable to maintain the Equipment as described above, Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy.

MS 1.6– END OF SERVICE

Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request.

SOFTWARE LICENSE MODULE

SW 1 – TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the General (GEN) Module the following terms and conditions apply to the license and use of Software and its associated Documentation.

SW 1.1– SOFTWARE LICENSE

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

a. Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use in the U.S.: (i) Base Software only on or with the Equipment with which (or within which) it was delivered; and (ii) Application Software only on any single unit of Equipment, subject to Customer remaining current in the payment of any indicated applicable Software license fees (including any annual renewal fees). Customer has no other rights to the Software. Customer will not and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software except as permitted by applicable law; (ii) activate Software delivered with or within the Equipment in an un-activated state; or, (iii) access or disclose Diagnostic Software for any purpose. Title to Software and all

copyrights and other intellectual property rights in Software will reside solely with Xerox and its licensors (who will be considered third party beneficiaries of this Agreement's software and limitation of liability provisions).

b. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment with which the Base Software was provided; or (ii) upon the expiration or termination of any Order under which Customer has acquired the Equipment with which the Base Software was provided (unless Customer has exercised an option to purchase the Equipment, where available).

c. Software may contain code to prevent its unlicensed use and/or transfer. If you do not permit Xerox periodic access to such Software, this code may impair the Equipment's and/or Software's functionality.

d. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

SW 1.2– SOFTWARE SUPPORT

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

a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of six (6) months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.

b. Xerox may make available new releases of the Software that are designated as "**Maintenance Releases**" or "**Updates**." Maintenance Releases or Updates are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox's then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.

c. Xerox may annually increase Software license fees and support fees for Application Software.

SW 1.3– DIAGNOSTIC SOFTWARE

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

SW 1.4 – THIRD PARTY SOFTWARE

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date and thereby agreeing to its terms.

ENTER NON-AFFILIATED ENTITY NAME	XEROX CORPORATION
Signature	Signature
Name (please print)	Name
Title	Title
Address	Address
Date	Date

Product Description	Product Code	MSRP (USD)	Percent Discount	Discount off MSRP	Details	Quantity	Extended
Assessment Services							
Onsite Data Collection- Physically collecting inventory into database, based on floor plans and defined sites – Make, Model, Serial, Asset Tag, IP, MAC, Page counts, connectivity, etc. Xerox Standard Asset Tags which have a barcodes may be adhered to devices which the asset details. This allows for tracking and eventually can be put into Xerox tools for management	A-01	22.50	10.00	20.25	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of project.		-
Floor Mapping- Mapping the device location during the data collection to establish a current state and/or a future state device location map. Requires floor plans in pdf, tiff or jpg format	A-02	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of		-
Asset Tagging- During the data collection applying an asset tag to all devices that will be in scope for management within the Xerox solution.	A-03	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of		-
Assumptive Total Cost of Ownership (TCO) Current State- Computing all current print costs using industry data for costs and assumed contractual discounts, etc. – no customer actual data required. This includes (consumables, help desk support, maintenance, lease balances, electricity usage, etc.) Assumptive data	A-04	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of project.		-
Client Total Cost of Ownership (TCO)- Computing all current print costs using industry data for costs and assumed contractual discounts, etc. – no customer real data required. This includes consumables, help desk support, maintenance, lease balances, electricity usage, etc. using customer actual spend data. This requires resources on client	A-05	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of project.		-
Green Analysis- Environmental analysis on the print current and/or future environment including, trees, water, gas emissions consumption.	A-06	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of		-
Total Cost Ownership/Green Document- Output Document illustrating the findings from the Green Analysis	A-07	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of		-
Design Criteria Documentation- document capturing customer requirements for the future state environment. I.e. number of employees to device, distance employees must travel to device, how existing devices and functionality will be comprehended and supported in future state. This is the design guideline for the customer	A-08	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of project.		-
Future State Design (Specific)- Future state design using specific models of devices to allow for proposed pricing and device functionality to be comprehended in detail	A-09	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of		-
Future State Design (Generic)- Future state design using generic specifications – i.e. requirement to recommend a mid-range color MFD instead of a specific model of device. Typically done when pricing is	A-010	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of project		-
Voice of Customer- Customer engagement via Executive interviews and/or end user surveys to understand impact of the proposed change, desired requirements, future costs and current state	A-011	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of		-
Workflow Assessment- Workflow Assessment Services help to uncover, understand and optimize the flow of information across an organization by learning how employees use information and documents, identifying who prints what and where, and clarifying why documents are printed, shared, moved and archived. Through this method, we identify high-value business processes for opportunities to	A-012	281.25	10.00	253.13	Rate per Hour + expenses not to exceed the state per diem – Custom quote will be provided; expenses based on scope of project.		-
Implementation							
MPS-Start Up Implementation: Comprehends 250 devices at one site location and resources and activities to complete 1:1 replacement of 250 devices with new installs, Help Desk start up, the Xerox management tools start up. Based on the specific requirements of	I-01	25.00	10.00	22.50	Rate per Device + expenses if required, not to exceed the state per diem. Assessment, Consolidation/Optimization, disposal of existing devices are outlined in other sections of pricing exhibit.		-
MPS-Transition/Implementation Project Management: Project and/or Transition Manager responsible for the coordination of contracted scope of work, including engagement with the client resources as required to ensure a seamless, timely delivery of requirements. Roles may include: Tracking of project deliverables, status updates, action-owner follow-up and primary day-to day lead for	I-02	107.69	10.00	96.92	Rate per Hour - plus travel expenses not to exceed the state per diem if required		-
Support Services							
Managed Print Services - Basic Support: Xerox will provide client with Xerox Tools (software) to be installed by client, for networked connected devices. The client will install on their server and the software will provide automated meter reads to the client for submission and standard reporting. In addition , the client will have access to the Xerox 1-800 Help Desk for any additional support and www.xerox.com quick links for device detail	SS-01		10.00		Monthly Rate per MFD - No additional Charge. Recommended for environments with 1-100 devices in scope. Xerox Devices Only.		-
Managed Print Services - Standard Support: Xerox will provide and implement these services. An assigned Account Operations Manager to support day to day activities, provide monthly communication meetings that review your account with a set of standard reports and billing packages. In addition, Xerox will provide the Xerox Tool Suite which includes Xerox Tools (software), Services Manager and Report Manager which supports the tracking of incidents, asset management, automated meter reads, reporting and detailed billing for connected devices. The client will have access to the Xerox 1-800 Help Desk.	SS-02	16.25	10.00	14.63	Monthly Rate per MFD -Recommended for environments with 101-250 devices in scope.		-
Managed Print Services - Enhanced Support: Xerox will provide and implement these services. An assigned Account Operations Manager to support day to day activities, provide monthly communication meetings that review your account with a set of standard reports and billing packages. The Xerox Tools which includes Device Management Software, Services Manager and Report Manager that supports the tracking of incidents, asset management, automated meter reads, reporting and detailed billing for connected devices. Xerox implemented client specific 800# Help Desk for Proactive monitoring, call dispatch, customized reporting and billing and Move, Add, Change and Dispose Device Tracking. This is from mon-Friday from 8-5 local	SS-03	31.25	10.00	28.13	Monthly Rate per MFD -Recommended for environments with 250 or more devices in scope.		-
Analyst Support: The Xerox Professional Services Analyst, working in conjunction with client's IT personnel, provides support in configuring the devices on the customer's network and enabling the required	SS-04	312.50	10.00	281.25	Rate per Hour - (2) Two Hour Minimum conducted Mon.-Fri. 8am-5pm Local time excluding holidays, Xerox devices only.		-

Analyst Support: Remote implementation: Xerox device network configuration done remotely vs. onsite.	SS-05	190.63	10.00	171.57	Rate per device - Xerox devices only		-
Xerox Services Portal - provided as an optional component of our Xerox Managed Print Services (MPS) solution. It is a secured customer portal that acts as a primary interface with the Xerox Managed Services program. Access can be controlled by user login, user role, user domain as well as IPv4/v6 restriction. It presents a number of portal facing pages created to provide customers with a single point interface for all of their asset management needs including access to printer fleet, device status and supply levels, links to training and other helpful information can be located here	SS-06	3.00	10.00	2.70	Monthly Rate per Device		-
Xerox Elite eCommerce B2B ordering: a secure, custom B2B storefront. We build a custom form within the custom B2B storefront that will allow end users (or the Key Ops) to submit meter reads and other relevant information to a designated person (or multiple people, via a DL that we can help you establish) for ordering. The form submissions are captured and delivered in Excel format, which you can then use for additional tracking / reporting	SS-07		10.00		No charge. Minimum transaction size may apply.		-
Change Management- We will help you develop and utilize a solid change management tactical plan to address the cultural changes that can be expected with and MPS deployment. The following deliverables are available and will be scoped based on client requirements. Change Management status communication. Customer Change Management Strategy meeting. Change Management Cultural Transformation plan. Development of communications for program which may include: Executive Sponsorship announcements, Director Level messaging to employees. Provide content for Print Policy/Guidelines. Templates for MPS program communications i.e. FAQs, Key Device Contact Roles and Responsibility. Assessment notice. MPS posters. Development of web-based survey for End Users post implementation for client distribute. Participate in Lessons Learned Sessions and Provide	SS-08	213.91	10.00	192.52	Rate per Hour		-
Labor							
LABOR: Account Operations Manager-Account Operations Manager (AOM) who will serve as your single point of contact at steady state. The Account Operations Manager is accountable for delivery of Operational Excellence in support of the Account Management Strategy contracted with the client. Key duties include, but not limited to; Oversee the delivery of contracted services according to contract terms, as well as the customers' satisfaction with those services	L-01	12,061.00	10.00	########	Rate per Month for Full Time Employee - Includes full time support; support may require less based on project scope		-
LABOR: (DCA) DocuCare Associate: Onsite first point of contact for help desk incidents. Maintenance and diagnosis functions. May include minor break/fix. Manage and maintain on-site parts inventory if required. Ensure Service Level Agreements (SLAs) are adhered to per the contracted scope of work. Physical device management and control including configuration i.e. IP address, scanning templates, user access levels, scan file to email. Monitor/apply current patches to Xerox devices and third party devices as contractually required. The specific roles/responsibilities and pricing will be dependent on the requirements and defined scope of work	L-02	6,017.00	10.00	5,415.30	Rate per Employee per Month - Requires some degree of Account Operations Management support based on project scope		-
Labor: (ASE) Account Service Engineer: Onsite first point of contact for in scope device help desk incidents including full Break/Fix for Xerox MFDs. Maintenance and diagnosis functions. Manage and maintain on site parts inventory if required. Ensure Service Level Agreements (SLAs) are adhered to per the contracted scope of work. Physical device management and control including configuration i.e. IP address, scanning templates, user access levels, scan file to email. Monitor/apply current patches to Xerox devices and third party devices as contractually required. The specific roles/responsibilities and pricing	L-03	7,875.00	10.00	7,087.50	Rate per Employee per Month - Requires some degree of Account Operations Management support based on project scope		-
Training							
TRAINING: Xerox.com product training general as well as the Xerox video Brainshark digital platform training. These methods supports todays mobile workforce and office infrastructure and varying work schedules. Brainshark allows for 24/7 access to training for new hires, refresher courses for existing employees and is extremely easy to follow and complete at your own pace.	T-01	-	10.00		No charge – available 24/4 via www.xerox.com		-
TRAINING: On Site Classroom Xerox device (Or non-Xerox device if otherwise agreed to by Xerox in writing) training. Minimum requirements noted	T-02	156.25	10.00	140.63	Rate per Hour - (2) Two hour minimum conducted Mon-Fri 8 am-5pm local time excluding holidays. Xerox MFDs only		-
TRAINING: Office Digital device	T-03	190.63	10.00	171.57	Rate per Hour -(2) Two hour minimum conducted Mon-Fri 8 am-5pm local time excluding holidays. Xerox devices only.		-
TRAINING: MFD & Laser Printer Training (individual)	T-04	190.63	10.00	171.57	Rate per Hour - (2) Two Hour Minimum conducted Mon. Fri. 8am-5pm Local time excluding holidays. Xerox devices only.		-
Third Party Device Support (non-Xerox)							
Xerox Printer Services for NETWORKED third party printers. Includes Break/Fix, Supplies, Non-Xerox printer Help Desk with pro-active monitoring, on-site technical support, usage and help desk reports, account management.	NX-01	12.50	10.00	11.25	Rate per Printer - Requires minimum billing of $1,000 per month achieved by combination of the base charge, plus applicable click rates for mono/color. (base charge of $10 per device; 0.016 mono;.14 color). Makes/Models subject to approval. Non-OEM cartridges will be provided. OEM cartridges can be provided based on custom		-
Xerox Printer Services for NETWORKED third-party printers MONO click rate. May be bundled with the $10 per device base charge above, depending on solution configuration and fleet assessment results.	NX-02	0.02	10.00	0.02	Rate per Printer MONO Impression - Requires minimum billing of $1,000 per month achieved by combination of the base charge, plus applicable click rates for mono/color (base charge of $10 per device; 0.016 mono;.14 color). Makes/Models subject to approval. Non-OEM cartridges will be provided. OEM		-
Xerox Printer Services for NETWORKED third-party printers. COLOR click rate. May be bundled with the $10 per device base charge above, depending on solution configuration and fleet assessment results.	NX-03	0.18	10.00	0.16	Rate per Printer Color Impression - Requires minimum billing of $1,000 per month achieved by combination of the base charge, plus applicable click rates for mono/color (base charge of $10 per device; 0.016 mono ;.14 color). Makes/Models subject to approval. Non-OEM cartridges will be provided. OEM		-

Xerox Printer Services for LOCALLY CONNECTED, third-party MONO devices: Includes Break/Fix, Supplies, Non-Xerox printer Help Desk reactive support, on site technical support, help desk data reports, account management	NX-04	31.25	10.00	28.13	Rate per Printer, MONO Make/Models subject to approval. Flat fee per Printer, no click rates. Can be stand alone service or included as part of the Xerox Print Services for Networked devices. Non-OEM cartridges will be provided. OEM cartridges can be provided based on custom quote		-
Xerox Printer Services for LOCALLY CONNECTED, third-party COLOR devices: Includes Break/Fix, Supplies, Non-Xerox printer Help Desk reactive support, on site technical support, help desk data reports, account management	NX-05	56.25	10.00	50.63	Rate per Printer, COLOR Make/Models subject to approval. Flat fee per Printer, no click rates. Can be stand alone service or included as part of the Xerox Print Services for Networked devices. Non-OEM cartridges will be provided. OEM cartridges can be provided based on custom quote		-
Xerox Printer Services for INKJET, third-party MONO printers: Includes Break/Fix, Supplies, Non-Xerox printer Help Desk reactive support, on site technical support, help desk data reports, account management.	NX-06	43.75	10.00	39.38	Rate per Printer, MONO Make/Models subject to approval. Flat fee per Printer, no click rates. Can be stand alone service or included as part of the Xerox Print Services for Networked devices. Non-OEM cartridges will be provided. OEM cartridges can be provided based on custom quote		-
Xerox Printer Services for INK JET, third-party COLOR printers: Includes Break/Fix, Supplies, Non-Xerox printer Help Desk reactive support, on site technical support, help desk data reports, account management.	NX-07	68.75	10.00	61.88	Rate per Printer, COLOR Make/Models subject to approval. Flat fee per Printer, no click rates. Can be stand alone service or included as part of the Xerox Print Services for Networked devices. Non-OEM cartridges will be provided. OEM cartridges can be provided based on custom quote		-
Xerox Printer Services for Xerox NETWORKED MFD's approved devices: Includes Break/Fix, Supplies, Non-Xerox printer Help Desk with pro-active monitoring, Break/Fix, supplies, help desk, usage and help desk reports, Account Management.	NX-08	12.50	10.00	11.25	Rate per MFD, added to existing device contract obligation. Designed to add Xerox MFDs to a Non-Xerox (third party printer) Xerox Printer Managed Services Contract. Recommended when there are fewer than 100 Xerox devices. Non-OEM cartridges will be provided. OEM cartridges can be		-
Non-Xerox Printer Consumables - Xerox will provide a quote for consumables (toner) only on a per request basis.	NX-09	Available by Custom Quote			Cost based on make/model/location and quantity. Non-OEM cartridges will be provided. OEM cartridges can be provided based on Custom Quote.		-
Secure & Integrate							
Hard Drive Removal - At the clients request Xerox will dispatch a technician to remove Hard Drive from a Xerox device. If client requests the hard drive, then the hard drive shall be packaged and provided to Customer. Customer shall be responsible for the proper disposal disposition of the old hard drive once delivered to Customer	SI-01	350.00	10.00	315.00	Rate per Device - Ninety (90) page per minute (ppm) and under equipment. Exact quote will be provided		-
Image Overwrite: During installation, Xerox will configure Equipment to enable either the "Image Overwrite" or "Secure Erase" feature to the "Immediate" setting so that Customer Image data is removed from the hard drive immediately after printing, scanning, faxing or copying. If available on the product model, Image Overwrite or Secure Erase will also be configured for the "Daily" setting to remove any image data that has not yet been processed. Some Equipment also supports an "On-Demand Image Overwrite" feature that can be executed by Customer-designated End Users as required by Customer	SI-02	-	10.00	-	No charge - Xerox Devices Only		-
Device Disposal							
Disposal of customer-owned devices	D-01	Available by Custom Quote Required			Cost based on make/model/location and quantity. Non-OEM cartridges will be provided. OEM cartridges can be provided based on Custom Quote.		
Disposal of Xerox leased devices (No charge upon fulfillment of lease	D-02	-	10.00	-	No charge - for Xerox leased equipment		-
Post Implementation Services							
Post MPS Implementation: Rate Per MFD - MFD-Move Intra or Inter Site outside of contracted MPS initial deployment	PI-01	435.00	10.00	391.50	Flat Rate per MFD, MFD moves within or between Sites. May include additional shipping costs and other travel-related expenses if applicable. An actual quote will be given at the time of the requested move. any special rigging etc. will be called out		-
Post MPS Implementation: Rate Per Printer - Printer Device Move-Intra or Inter Site outside of contracted MPS initial deployment.	PI-02	275.00	10.00	247.50	Flat Rate per Printer moves within or between Sites only. This rate is per Printer, and will include additional shipping costs and other travel-related expenses. Actual quote will be provided at the time of requested move. any special rigging etc. will		-
Post MPS Implementation: Configuration Technician for Printer Install/Move	PI-03	90.00	10.00	81.00	Rate per Hour - Actual quote for scope of work will be provided prior to work commencement. Two (2) hour minimum		-
Post MPS Implementation: Configuration Technician for MFD Install/Move	PI-04	200.00	10.00	180.00	Rate per Hour - Actual quote for scope of work will be provided prior to work commencement. Two (2) hour minimum		-
MPS Post Implementation: Help Desk Client Staff Training (Printers) beyond Implementation	PI-05	108.75	10.00	97.88	Flat Rate per Device		-
MPS Post Implementation: Help Desk Staff Training (MFDs) beyond Implementation	PI-06	468.75	10.00	421.88	Flat Rate per Device		-
Technical Services							
After hours: Break/Fix Support (Xerox Laser printers)	TS-01	676.25	10.00	608.63	Rate per Hour - Outside Mon. Fri. 8am-5pm Local time		-
After hours: Break/Fix Support (MFD Devices)	TS-02	730.00	10.00	657.00	Rate per Hour - Outside Mon. Fri. 8am-5pm Local time		-
After hours: Break/Fix Support (non-Xerox printers supported under MPS contract)	TS-03	162.50	10.00	146.25	Rate per hour - Outside Mon. Fri. 8am-5pm Local time and only in scope devices supported by an existing Xerox MPS		-
Loaner or Hot Swap devices: Xerox will provide loaner or hot swap device should a device be inoperable, meaning basic functionality not working (i.e. print, copy, scan) for 8 hours or based on specific client requirements as contracted. The model and quantity of devices for loan or hot-swap will vary based on contract specifics	TS-04	0	10.00	-	Custom quote.		-

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/26/2020

APPROVED
By WVerdejo at 10:22 am, Mar 02, 2020

ON ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED OLDER.

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

PRODUCER
Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property & Casualty Insurance Company	20699
INSURER C: Indemnity Insurance Company of North Ameri	43575
INSURER D: National Union Fire Insurance Company of P	19445
INSURER E:	
INSURER F:	

INSURED
Xerox Corporation
201 Merritt 7
Norwalk, CT 068511056 USA

COVERAGES CERTIFICATE NUMBER: W15507808 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER	Y	Y	HDO G71235142	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H25287964	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XEU G2820176A 004	01/01/2020	01/01/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C66040173	01/01/2020	01/01/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability		Y	01-420-83-33	06/01/2019	06/01/2020	Limit:	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 01/07/2020 WITH ID: W15199044.

Contract: "Invitation To Negotiate ITN-17-16-MH".
SEE ATTACHED

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street Ste 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of New York, Inc.	NAMED INSURED Xerox Corporation 201 Merritt 7 Norwalk, CT 068511056 USA
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Jacksonville, its members, officials, officers, employees and agents are included as Additional Insureds as respects to General Liability and Auto Liability where required by written contract.
Coverage for Contractual Liability is provided under the General Liability policy.
General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds where required by written contract.
Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Professional Liability and Workers Compensation where required by written contract and as permitted by law.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: WLR C66040136 EFF DATE: 01/01/2020 EXP DATE: 01/01/2021

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. EACH ACCIDENT	$1,000,000
Employers' Liability	E.L. DISEASE -EA EMP	$1,000,000
Per Statute	E.L. DISEASE -POLICY	$1,000,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
POLICY NUMBER: SCF C66040215 EFF DATE: 01/01/2020 EXP DATE: 01/01/2021

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. EACH ACCIDENT	$1,000,000
Employers' Liability	E.L. DISEASE -EA EMP	$1,000,000
Per Statute	E.L. DISEASE -POLICY	$1,000,000

ADDITIONAL REMARKS:
Policy mentioned above is for Workers Compensation WI.

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POLICY NUMBER: HDO G71235142

Endorsement Number:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

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will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: ISA H25287964

Endorsement Number: 1

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Xerox Corporation	
Endorsement Effective Date:	

SCHEDULE

Insurance Company: ACE American Insurance Company	
Policy Number: ISA H25287964	**Effective Date:** 01/01/2020
Expiration Date: 01/01/2021	
Named Insured: Xerox Corporation	
Address: 201 Merrit 7 Norwalk CT 06851	
Additional Insured (Lessor): Any Lessor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Covered Autos Liability	$ 5, 000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"

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Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Xerox Corporation			Endorsement Number
Policy Symbol HDO	Policy Number G71235142	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured Xerox Corporation			Endorsement Number
Policy Symbol ISA	Policy Number H25287964	Policy Period 01/01/2020 TO 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	

(If no information is filled in, the schedule shall read "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Representative

POLICY NUMBER: HDO G71235142

Endorsement Number:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Xerox Corporation			Endorsement Number
Policy Symbol ISA	Policy Number H25287964	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured XEROX CORPORATION 201 MERRITT 7 NORWALK CT 068511056	Endorsement Number Policy Number Symbol: WLR Number: C66040173
Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement 01/01/2020
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Representative

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Workers' Compensation and Employers' Liability Policy

Named Insured XEROX CORPORATION 201 MERRITT 7 NORWALK CT 068511056	Endorsement Number Policy Number Symbol: WLR Number C66040136
Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement 01/01/2020
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Representative

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Workers' Compensation and Employers' Liability Policy

Named Insured XEROX CORPORATION 201 MERRITT 7 NORWALK CT 068511056	Endorsement Number Policy Number Symbol: SCF Number: C66040215
Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement 01/01/2020
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Representative

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CHUBB

NOTIFICATION TO OTHERS OF CANCELLATION

Named Insured Xerox Corporation			Endorsement Number
Policy Symbol HDO	Policy Number G71235142	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. If we cancel any applicable Form, Coverage Part or Policy shown above by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation via e-mail or other form of notice to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). We will utilize the e-mail address that you or your representative provided to us on such Schedule.

B. We will endeavor to send or deliver such notice:

1. To the e-mail or physical address corresponding to each person or organization indicated in the Schedule; and
2. At least 30 days prior to the cancellation date applicable to the policy, or any longer number of days' notice prior to the applicable cancellation date that is indicated in the Schedule.

C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any policy cancellation date and will not negate any cancellation of the policy.

D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement.

E. We may arrange with your representative to send such notice in the event of any such cancellation.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

CHUBB

NOTIFICATION TO OTHERS OF CANCELLATION

Named Insured Xerox Corporation			Endorsement Number
Policy Symbol ISA	Policy Number H25287964	Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

A. If we cancel any applicable Form, Coverage Part or Policy shown above by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor to send written notice of cancellation via e-mail or other form of notice to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). We will utilize the e-mail address that you or your representative provided to us on such Schedule.

B. We will endeavor to send or deliver such notice:

1. To the e-mail or physical address corresponding to each person or organization indicated in the Schedule; and
2. At least 30 days prior to the cancellation date applicable to the policy, or any longer number of days notice prior to the applicable cancellation date that is indicated in the Schedule.

C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any policy cancellation date and will not negate any cancellation of the policy.

D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement.

E. We may arrange with your representative to send such notice in the event of any such cancellation.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

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G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX – CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.

ACE AMERICAN INSURANCE COMPANY
436 Walnut Street
P.O. Box 1000
Philadelphia, PA 19106 - 3703

Rebecca L Collins
REBECCA L. COLLINS, Secretary

JOHN J. LUPICA, President

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Workers' Compensation and Employers' Liability Policy

Named Insured SoCal Office Technologies 57 Warland Dr Cypress, CA 90630	Endorsement Number Policy Number Symbol SCF Number: C66040215
Policy Period 01/01/2020 to 01/01/2021	Effective Date of Endorsement 01/01/2020
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in Item 3.A. of the Information Page.

The Cancellation Section (D) of the Part Six - Conditions is deleted and replaced by the following:

A. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy for any reason if the policy has been in effect for less than sixty (60) days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:

   a. you fail to pay all premiums when due, however, we must deliver or mail, first class, not less than thirty (30) days advance written notice stating when the cancellation is to take effect;

   b. a material misrepresentation;

   c. a substantial breach of the obligations, conditions or warranties under the policy; or

   d. a substantial change in the risk we assumed under the policy unless it was reasonable for us to foresee the change or expect the risk when we issued the policy.

3. If we cancel for any permissible reason other than non-payment of premium, we must deliver or mail, first class, not less than * thirty (30) days notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

4. The policy period will end on the day and hour stated in a notice of cancellation.

B. Nonrenewal

1. You have the right to have the insurance renewed unless we deliver or mail to you not less than * sixty (60) days advance written notice stating our intention not to renew this policy.

2. We do not have to renew the insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.

3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year whichever is less.

4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policy holder, at least sixty (60) days prior to the renewal date. The definition of "terms" does not include manual rates, experience modification factors, or classification of risks.

   If we provide such notice within sixty (60) days prior to the renewal date, the new terms will not take effect until sixty (60) days after written notice is mailed or delivered, in which case, you, the policy holder, may elect to cancel the renewal policy at any time during the sixty (60) day period.The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the sixty (60) day period, the return premium or additional premium charges shall be calculated prop ortionally on the basis of the old premiums.

   We need not mail or deliver this notice if the only change adverse to you is a premium increase that; (a) is less than 25%; or, (b) results from a change based on your action that alters the nature and extent of the risk insured against, including, but not limited to, a change in the classifications for the business.

- Any written agreement attached to and made a part of the policy, between the insurance carrier and policyholder which extends the cancelation or nonrenewal notification timeframe, will supercede the aforementioned notification requirements found in items A.3., and B.1., respectively.

Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured XEROX CORPORATION 201 MERRIT 7 NORWALK CT 068511056	Endorsement Number Policy Number Symbol: WLR Number: C66040173
Policy Period 01-01-2020 TO 01-01-2021	Effective Date of Endorsement 01-01-2020
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy	

EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Paragraphs A. and B. below apply to all States shown in item 3.A. of the Information Page except as indicated below.

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than non payment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

State Exceptions

ARIZONA Not applicable - Paragraph A

NEW JERSEY Not applicable

WISCONSIN Not applicable

Authorized Agent

ENDORSEMENT# 53

This endorsement, effective *at 12:01AM February 21, 2020* forms a part of
Policy number: *01-420-83-33*
Issued to: *XEROX CORPORATION*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

CANCELLATION NOTICE AMENDATORY ENDORSEMENT

(BEST EFFORTS TO NOTIFY THIRD PARTY)

This endorsement modifies insurance provided under the following:

Specialty Risk Protector®
General Terms and Conditions

In consideration of the premium charged, it is hereby understood and agreed that in the event this policy is canceled by the Insurer in accordance with paragraph (b) of Clause 8. **CANCELLATION**, the Insurer will use its best efforts to deliver to the entity listed below written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation by the Insurer for non-payment of premium), the cancellation shall be effective:

City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

Provided, however, that any failure to notify such entity shall not impair or delay the effectiveness of any cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 053

November 29, 2018

Mr. William Clement

Chief – Budget & Management Division

Jacksonville Sheriff's Office

Jacksonville, FL, 34761

Dear Mr. Clement:

xerox

Tom Howe

1511 N West Shore Blvd

Suite 225

Tampa, Florida, 33607

(407) 271-5099

Our proposal to supply a document solution

Further to our recent discussions, I am pleased to enclose our proposal to provide the Jacksonville Sheriff's Office with our recommended document solution. I have suggested this particular system because I believe that it fully meets your stated requirements while offering:

- The power and performance you need to satisfy your department's document requirements now and in the future.
- An ease of use, versatility and built-in reliability that will enhance productivity and reduce the amount of time to produce work.
- Reduce the amount of time to do off-line work such as hole punching.
- Increase in speed for all printing. Print shop will increase from 120 impressions per minute (ipm) to 125 ipm for the monochrome printing and the color from 75 to 80 ipm.
- Intake will increase from 100 ipm to 110 ipm.
- Reduction in total monthly lease payments.
- Reduction in click charges.

I hope that the proposal meets with your satisfaction and I look forward to your order. In the meantime, if you have any questions or if anything is unclear then please contact me.

Yours sincerely,

Tom Howe

Tom Howe

Production Sales Specialist

(407) 271-5099

tom.howe@xerox.com

Previous award

SUBJECT: PIGGYBACK UNIVERSITY OF SOUTH FLORIDA ITN#9-13-G COPIERS, PRINTERS AND MULTI-FUNCTIONAL PRINTERS

BID # PSC-0355-15

OPEN DATE: 12/12/2014

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF AWARD THROUGH DECEMBER 31, 2019

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PIGGYBACK UNIVERSITY OF SOUTH FLORIDA ITN #9-13-G

NUMBER OF BIDS INVITED: 0 NUMBER RECEIVED: 0 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to piggyback ITN #9-13-G between the University of South Florida and XEROX for the lease of two (2) Nuvera 120 copiers, two (2) FFMKRC workstations and one (1) C75M2 copier with a C75EFI, for the period from date of signed award through December 31, 2019. Xerox Order Agreements WS#s U23112, P69505, and U99443, which includes the product description, agreement information, trade information, requested install date, lease amount, print charges, and maintenance plan features. Prices, and terms and conditions of this order are in accordance with those contained in the University of South Florida ITN # 9-13-G, state and local government negotiated contract 072503700. The not to exceed expenditure amount for the period is $650,474.40.

The funding sources are SHPS011SSAD-04410 in the not to exceed amount of $579,883.80, with $86,982.57 for FY15 and SHCO011JLPT-04410 in the not to exceed expenditure amount of $70,590.60, with $10,588.59 for FY15.

Formal contract to be executed through the Office of General Counsel with subsequent contract payments.

ATTACHMENTS: Recommendation Memo, ITN #9-13-G, USF Piggyback letter, Signed Agreement, Xerox Order Agreements

ANALYST KATHY NASWORTHY

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ADAM BROWN, DIRECTOR, POLICE SERVICES, JSO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 12/18/14

OTHER _____

ACTION OF AWARDING AUTHORITY DATE 12/19/14

APPROVED ✓ DISAPPROVED: _____

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

OTHER: _____

SIGNATURE OF AUTHENTICATION _____