

VENDOR CONTRACT

Between Xerox Corporation, United States Channels Group and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Copiers, Fax and Multifunction Machines # 2032615

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

RFP- Copiers, Fax and Multifunction Machines – Due February 12, 2015 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract #03-032615 on PO.
- Email PO as a PDF attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the sealed Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of the TIPS contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this

contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The member having approved and signed an Interlocal agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation

and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders **must be emailed to tipspo@tips-usa.com**. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and special terms and conditions.

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

We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

The exceptions that Xerox USCG is taking are listed on the following page. Please note that the exceptions we are requesting are consistent with those from our previous TIPS agreement.

Xerox exceptions to the TIPS Vendor Contract.

Warranty Conditions Section – We request the last sentence be modified as follows:

“All equipment proposed shall 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 both 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.”

Indemnity Section – We request that the Indemnity for Personality Contracts be deleted in its entirety and the last sentence of the Indemnity for Performance Contracts be deleted and replaced as follows:

“Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor’s work under this contract.”

Marketing Section – We request that the words “and logo” be removed from this section.

Vendor Profile

1.1. Disadvantaged/Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that their firm is a HUB and/or D/M/WBE

Yes No

(Vendor must fill out MWBE form: http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf)

And include the form in Section 7 (Certificates)

Some resellers have MWBE status

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder.

Yes No

Vendor's principal place of business is in the city of Lewisville State of Texas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information Yes to 1.4.1 thru 1.4.4 (The check marks were not allowing correct selection)

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing.

Yes No

If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS participation fee.

Yes No

1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee.

Yes No

1.4.4. Additional discounts to TIPS members for bulk quantities or scope of work?

Yes No

1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is 2-10 working days. Depending on the model.

1.5.2. Which description best describes your company's position in the distribution channel?

Manufacturer direct

Certified education/government reseller

Authorized distributor

Manufacturer marketing thru reseller

Value-added reseller

Other _____

1.5.3. Company experience in this category. 60+ Years

The Vendor can provide services and/or products to all 50 US States?

Yes No

If answer is no, please list which states can be served _____

1.5.4. Provisions for purchase with federal funds for contracts exceeding \$100,000. These forms are for non-construction contracts. Fill out the following forms and include in the Section 7 (Certificates) of your proposal:

[http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_\\$100K_non-construction.pdf](http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_$100K_non-construction.pdf)

http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.

_____ Month(s); or three Year(s); or Term of Contract

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The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

For more than a half a century, Xerox has been a leader in document technology and services. We continue to build on this heritage of innovation. We now are the world's leading enterprise for business process and document management, offering global services from claims reimbursement and automated toll transaction to customer care centers and HR benefits management. The new Xerox is dedicated to innovation, service and giving our customers the freedom to focus on what matters most: your real business.

140,000+ employees.

12,000+ active patents

Founded in 1906

\$600 million invested in RD&E in 2013

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name See Attached Listing in Excel. Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS

RFP- Copiers, Fax and Multifunction Machines – Due February 12, 2015 at 3:00 p.m.

CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: James Zacher
Title: Director, Business Development
Email: james.zacher@xerox.com
Phone: (314) 542-8606
Fax: (314) 542-8456
Mobile: (314) 458-4875

Secondary Contact:

Name: Alison Petralia
Title: Contracts Manager
Email: alison.petralia@xerox.com
Phone: (503) 685-2614
Fax: (503) 582-6099
Mobile: (503) 702-8345

Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person: Fay Sargent
Email: fay.sargent@xerox.com
Telephone: (503) 685-4007

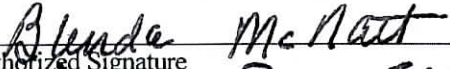
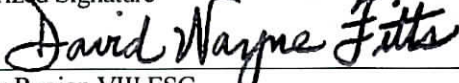
WORDS FOR “SEARCH ENGINE” - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** Words to be included in the Search Engine for my Company (Limit 500 words): xerox xerox zerocks zrocks copy copies copier print pinter pinters lazer laser lazars lasers phaser phasers workcenter image fax graphic color monochrome app duplex simple driver postscript pdf pcl driver window tray toner cpc cpp cost supplies supply cartridge ink stick developer fuser menu transfer belt electrostatic xerographic a3 a4 letter legal taboid label labels paper connect key scan to cloud email mobile solid runner ricoh lexmark kyocera HP konica minolta savin sharp nars ussp leo 3215 3225 3315 3325 3300 3320 3610 3600 4510 4620 4600 4620 5550 8700 8900 8560 8570 8580 7220 7225 7825 7830 7835 7845 7855 5325 5330 5335 5865 5875 5890 7970 9302 9303 managed print services MPS page connect xrps 6010 6027 6022 3655 3615 6500 6600 6505 6605 6655 4265

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.
Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name	Xerox Corporation, United States Channels Group
Mailing Address	26600 SW Parkway
City/State/Zip	Wilsonville/OR/97070
Telephone No.	(503) 685-2614
Fax No.	(503) 685-6099
E-mail address	john.hassold@xerox.com
Authorized signature	
Printed name	John Hassold
Position with company	VP Strategy and Operations
Purchase Order Contact Person	Name: James Zacher
(This person is responsible for receiving	Email: james.zacher@xerox.com
Purchase Orders from TIPS)	Phone: (314) 542-8406
Company Website	www.xerox.com

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 TIPS Authorized Signature	<u>3-26-15</u> Date
 Approved by Region VIII ESC	<u>3-26-15</u> Date

REGID	Entity Name	DBA	CBM	MWBE	state of incorp	Address 1	Address 2	City	State	Zip	Phone	Fax	Contact Name	Contact e-mail
1	3313	American Office Machines, Inc.			LA	2609 Ridgelake Drive		Metairie	LA	70002	800-824-7671	504-837-3167	Johnny Manzella	imanzella@aominc.net
2	31379	Atlantic Office & Laser Products, Inc.			MD	6802 Industrial Drive	Unit 106 and 107	Beltsville	MD	20705	301-931-1440	31-931-1439	Mike Trevisan	michaelt@atlanticoofficeandla
3	31269	B&V Technology Group, LLP	IT Works		TX - ptnrsp	701 N Post Road	Suite 600	Houston	TX	77024	903-838-2120	903-838-2149	GREG STARR	gstarr@itworksite.com
4	46600	BCOS, Inc.	BCOS Office Technologies		TX	1111 County Office Road 44		Angleton	TX	77515	979-849-6888	979-849-1464	Chris Gear	Cgier@bcosinc.com
5	26343	CESCO INC		Yes	TX	11969 Plano Road	Suite 130	Dallas	TX	75243	214-824-8741	214-824-0490	Jeff Bryant	jbryant@cesco-inc.com
6	38532	Dove Data Products Inc.			SC	1819 Otis Way		Florence	SC	29502	800-968-6925	800-968-8162	Gregory Brisco	gbrisco@dovedata.com
7	46866	Edwards Business Machines, Inc.	Virginia Business Systems		VA	9899 Mayland Drive		Richmond	VA	23233	804-270-7003	n/a	John Whitehead	jwhitehead@vabs.net
8	46367	ELP Enterprises Inc.			TX	9346 Rosstown Way		Houston	TX	77080	832-969-9947	713-463-5682	Martha Ceballos	martha@elpenterprisesinc.co
9	40147	General Informatics, LLC	General Informatics		LA	8000 GSRI Road	Building 3000	Baton Rouge	LA	70820	225-578-7870	866-728-0304	Mo Vij	mo@geninf.com
10	46520	KAMTAM Corp	TUI Total Solutions		FL	2230 Hibiscuss Drive		Edgewater	FL	32141	386-423-0652	386-423-7931	Kevin McDonald	kmcdonald@tui.net
11	5148	Laser Works, Inc.	Verity Group		TX - S corp	885 E Collins Blvd	Suite 102	Richardson	TX	75081	972-422-2228 xt	972-422-2713	Tony Osborne	Tosborne@verity-group.com
12	38431	Lazers Edge Office Automation, Inc.			IL	1303 N Mattis Ave		Champaign	IL	61821	217-359-8700	217-359-8720	Del Ihnen	del@lazersedge.com
13	11932	Meridian Office Systems, Inc.			TX	4113 Lindbergh Drive		Addison	TX	75001	972-690-3661	972-690-9865	Yong Sharpe	ysharpe@meridianoffice.com
14	37256	MNJ Technologies Direct, Inc.		Yes	IL	1025 E Busch Parkway		Buffalo Grove	IL	60089	847-634-5420	847-876-5670	Bruce Brackmann	bbrackmann@mnjtech.com
15	5567	OfficeNation Inc.	PCNation		IL	500 Central Avenue		Northfield	IL	60093	847-504-2808	847-400-5277	Aarona Tesch	atesch@pcnation.com
16	44331	Omega Office Systems, Inc.			FL	672 Apex Road		Sarasota	FL	34240	941-342-8408	941-342-7489	Kevin Logan	klogan@omegaofficesystems
17	38414	Parsons Office Systems, Inc.			TX	212 Lake Air Drive		Waco	TX	76710	254-776-3400	254-776-8800	Ray Parson	ray@parsonoffice.com
18	817	Pomeroy IT Sales Solutions Company, Inc.			KY	1020 Petersburg Road		Hebron	KY	41048	800-846-8727 x4	866-728-7073	Keith Shumard	keith.shumard@pomeroy.com
19	45513	Preferred Office Products, Inc.			AR	319 W 9th St		Fort Smith	AR	72902	479-782-7991	479-782-3772	Alan Dickinson	adickinson@preferred-office
20	41056	Qualpath Inc.			FL	3710 Park Central Blvd N		Pompano Beach	FL	33064	866-851-2200	954-252-4408	Kevin DeYoung	Kevin@qualpath.com
21	39111	Ron's Laser Service, Inc.			TX	1300 S Frazier	Suite 104	Conroe	TX	77301	936-321-3091	936-441-2212	Ron Shouse	rlsinc@consolidated.net
22	42978	S3 LLC	S3 Business Solutions		NY	516 Cherry Lane	2nd floor	Floral Park	NY	11001	212-719-9500	212-729-5511	Ed Scherer	escherer@s3mps.com
23	45260	Shenandoah Valley Office, Inc.	SVOE		VA	10 Green Hills Drive		Verona	VA	24482	540-248-7863	540-248-1131	Tim Hebb	THEBB@SVOE.NET
24	33034	Solutions Management Group, Inc.			IA	2623 West Central Park		Davenport	IA	52804	563-445-6402	563-359-4706	Keith Lindbloom	klindbloom@smgtech.biz
25	46229	Stones Office Equipment Co, Inc.	Stones Office Equipment		VA	5604 West Broad Street		Richmond	VA	23230	804-313-6199 x1	804-288-9167	Sam Stone	sstone@stonesoffice.com
26	46578	Superior California Office Equipment Inc.	Advanced Document Concepts		CA	702 Nord Ave	PO Box 3870	Chico	CA	95926	530-893-8711	530-893-9027	Michael Fogelman	michael@adcchico.com
27	26435	The Digi Group Inc.			OK	8400 NW 39th Expressway		Bethany	OK	73008	405-603-3545	405-603-3544	Mark Gassett	mgassett@thedigigroup.com
28	45625	Total Office Technologies of Florida, LLC			FL	5801 Benjamin Center Drive		Tampa	FL	33634	855-868-2535	888-503-6553	Tony Teti	tteti@totalofficefl.com

Xerox USCG references for TIPS 03-032615

Aledo ISD
Brooks Moore
bmoore@aledo.k12.tx.us
817-441-5184

Forestburg ISD
John Metzler
John.metzler@esc9.net
940-736-5655

University of North Texas
Debbie Reynolds
Debbie.reynolds@untsystem.edu
972-369-5510

Warranty:

Most of the products offered within our response come with a standard warranty that usually covers the product for either 1 year or 3 months depending on the type of the product. The product descriptions include the standard warranty description.

- Within this response, Xerox has provided discounts that apply to warranty extension purchased by TIPS members through the contract vehicle - 5%.

Total Satisfaction Guarantee

TOTAL SATISFACTION GUARANTEE*. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

*"SP Equipment" means any iGen3, iGen4, iGen150, Xerox Color 8250 Production Printer or Xerox Continuous Feed Equipment. If, during any 90 day period, the performance of the SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at your request, replace the SP Equipment without charge with identical Equipment or, at Xerox's option, with Xerox equipment with comparable features and capabilities. This Guarantee is not applicable during the first 180 days after installation and will expire 3 years after installation unless the SP Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement. This Guarantee applies only to SP Equipment that has been (a) continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement, and (b) operated at all times in accordance with the Expectations Document. This Guarantee replaces and supersedes any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.



U.S. and Canada On-Site Service Agreement

This service agreement applies to the Xerox products listed below.

Xerox Products

Xerox® Phaser® 3320
Xerox® Phaser® 3600
Xerox® Phaser® 3610
Xerox® Phaser® 3635MFP
Xerox® Phaser® 4510
Xerox® Phaser® 4600
Xerox® Phaser® 4620
Xerox® Phaser® 4622
Xerox® Phaser® 5500
Xerox® Phaser® 6115MFP
Xerox® Phaser® 6125
Xerox® Phaser® 6128MFP
Xerox® Phaser® 6130
Xerox® Phaser® 6140
Xerox® Phaser® 6180
Xerox® Phaser® 6180MFP
Xerox® Phaser® 6280
Xerox® Phaser® 6360
Xerox® Phaser® 6500
Xerox® Phaser® 6600
Xerox® Phaser® 6700
Xerox® Phaser® 7100
Xerox® Phaser® 7500
Xerox® Phaser® 7800
Xerox® Phaser® 8560
Xerox® Phaser® 8560MFP
Xerox® Phaser® 8860
Xerox® Phaser® 8860MFP
Xerox® FaxCentre® 2121
Xerox® FaxCentre® 2218
Xerox® WorkCentre® 3315
Xerox® WorkCentre® 3325
Xerox® WorkCentre® 3550
Xerox® WorkCentre® 3615
Xerox® WorkCentre® 3655

Xerox Products

Xerox® WorkCentre® 4250
Xerox® WorkCentre® 4260
Xerox® WorkCentre® 4265
Xerox® WorkCentre® 5030
Xerox® WorkCentre® 5050
Xerox® WorkCentre® 5135
Xerox® WorkCentre® 5150
Xerox® WorkCentre® 5222
Xerox® WorkCentre® 5225
Xerox® WorkCentre® 5230
Xerox® WorkCentre® 5325
Xerox® WorkCentre® 5330
Xerox® WorkCentre® 5335
Xerox® WorkCentre® 5735
Xerox® WorkCentre® 5740
Xerox® WorkCentre® 5745
Xerox® WorkCentre® 5755
Xerox® WorkCentre® 5765
Xerox® WorkCentre® 5775
Xerox® WorkCentre® 5790
Xerox® WorkCentre® 5845
Xerox® WorkCentre® 5855
Xerox® WorkCentre® 5865
Xerox® WorkCentre® 5875
Xerox® WorkCentre® 5890
Xerox® WorkCentre® 5945
Xerox® WorkCentre® 5955
Xerox® WorkCentre® 6400
Xerox® WorkCentre® 6505
Xerox® WorkCentre® 6605
Xerox® WorkCentre® 6655
Xerox® WorkCentre® 7120
Xerox® WorkCentre® 7125
Xerox® WorkCentre® 7222
Xerox® WorkCentre® 7225

Xerox Products

Xerox® WorkCentre® 7232
Xerox® WorkCentre® 7242
Xerox® WorkCentre® 7328
Xerox® WorkCentre® 7335
Xerox® WorkCentre® 7345
Xerox® WorkCentre® 7346
Xerox® WorkCentre® 7425
Xerox® WorkCentre® 7428
Xerox® WorkCentre® 7435
Xerox® WorkCentre® 7525
Xerox® WorkCentre® 7530
Xerox® WorkCentre® 7535
Xerox® WorkCentre® 7545
Xerox® WorkCentre® 7556
Xerox® WorkCentre® 7775
Xerox® WorkCentre® 7830
Xerox® WorkCentre® 7835
Xerox® WorkCentre® 7845
Xerox® WorkCentre® 7855
Xerox® WorkCentre® 7970
Xerox® ColorQube® 8570
Xerox® ColorQube® 8870
Xerox® ColorQube® 9201
Xerox® ColorQube® 9202
Xerox® ColorQube® 9203
Xerox® ColorQube® 9301
Xerox® ColorQube® 9302
Xerox® ColorQube® 9303
~~Xerox® Color 60~~
~~Xerox® Color 70~~
~~Xerox® D95~~
~~Xerox® D110~~
~~Xerox® D125~~
~~Xerox® D135~~
~~Xerox® 560~~
~~Xerox® 570~~

U.S. and Canada On-Site Service Agreement

General Terms and Conditions

General terms and conditions for U.S. and Canada agreements

- 1. General.** Under this Service Agreement Xerox will repair products that have failed. These general terms and conditions shall apply to all service provided to Customer by Xerox. Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by Xerox to Customer ("Supplement"). Customer's activation of this Service Agreement at Xerox's Service Agreement Validation website, payment for this Service Agreement, submission of a purchase order, or acceptance of service hereunder shall be deemed acceptance of these general terms and conditions and those set forth on applicable Supplements to the exclusion of any additional or different terms or conditions on Customer's purchase order, even if such order is expressly made conditional on Xerox's assent to such additional or different terms.
- 2. Service Provider.** Xerox may appoint third parties to perform service under this Service Agreement. All references herein to Xerox shall be deemed to include such service providers.
- 3. Term.** The term of this Service Agreement shall commence on the date it is purchased, unless this Service Agreement is an extension of a product warranty in which case the term shall commence the day after the product warranty expires.
- 4. Taxes.** Service fees are exclusive of all state / provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by Customer, unless a valid exemption certificate is furnished by Customer.
- 5. LIMITATION OF LIABILITY.** Xerox shall not be liable to Customer for any direct damages in excess of \$10,000. IN NO EVENT SHALL XEROX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF XEROX HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. Waiver.** Failure of either party to enforce any provision of this Service Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- 7. Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Service Agreement without the prior written consent of Xerox.
- 8. Governing Law.** For products located in the United States this Service Agreement shall be governed by the laws of the State of New York.

For products located in Canada this Service Agreement shall be governed by the laws of the Province of Ontario.
- 9. Replacement Items.** In the maintenance of any product, Xerox may use new, remanufactured, or refurbished parts, assemblies, or products. All defective parts, assemblies, or products, become the property of Xerox. Xerox may require the return of these parts, assemblies, or products to a designated Xerox Depot or the Xerox representative from which the part, assembly, or product was originally purchased. Returns and claims will be handled according to the current Xerox procedure.
- 10. Coverage Eligibility.** Products which have been continuously covered by a Xerox Product Warranty or a Xerox Service Agreement are eligible for immediate coverage under this Service Agreement. Other products will be eligible for coverage only if they meet Xerox's specifications. At Customer's request, Xerox may bring the product up to specification at Xerox's then current rates for parts, labor and travel so that the product will be eligible for coverage.
- 11. Telephone Support and Remote Diagnosis.** To ensure that the product is repaired as quickly and efficiently as possible, Xerox recommends that Customer first utilize support materials shipped with the product, product diagnostics, information contained on Xerox's product support website, and email support. If unsuccessful, Customer will provide appropriate assistance to Telephone Support personnel to resolve issues. If the product contains features that enable Xerox to diagnose and repair problems with the product remotely, Xerox may request that Customer allow such remote access to the product.
- 12. Exclusion of Consumables.** This Service Agreement does not cover consumables for this product. The consumables for this product are listed in the user manual for the product.
- 13. Coverage of Routine Maintenance Items (RMI).** This Service Agreement covers RMIs. RMIs for this product are listed in the user manual for the product.

U.S. and Canada On-site Service Agreement

General Terms and Conditions

When an RMI is determined by Xerox or its authorized service representative to be defective, a free replacement will be shipped to Customer. Customer is responsible for replacing the item. The return process will be handled according to the current Xerox procedure. Failure to follow this procedure will result in the Customer being billed full list price for the RMI. RMIs are not covered once a "low-life" message appears.

14. Limitations

I. This Service Agreement shall not apply to any defect, failure, or damage caused by improper use, or inadequate, or improper maintenance and care. Xerox shall not be obligated under this Service Agreement to:

- repair damage resulting from attempts by personnel other than Xerox representatives to install, repair or service the product unless directed by a Xerox representative,
- repair damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory,
- repair damage, malfunction, or degradation of performance caused by the use of non-Xerox® printer supplies or consumables or the use of Xerox® supplies not specified for use with this printer,
- repair an item that has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the product or degrades performance or reliability,

- perform printer maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform printer maintenance and cleaning as prescribed in published product materials,
- repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the product's documentation,
- repair damage, malfunction, or degradation of performance resulting from failure to properly prepare and transport the product as prescribed in published product materials,
- repair damage, malfunction, or degradation of performance resulting from acts of God or nature, acts of terrorism, explosion, flood, fire, war and riots,
- repair this product after it exceeds the print volume referenced in the warranty statement,
- replace items that have been refilled, are used up, abused, misused, or tampered with in any way,
- install replacement items that are considered customer replaceable,
- support software not supplied by Xerox, provide software or firmware updates or upgrades.

II. Any service identified in the preceding section and provided by Xerox at Customer's request shall be invoiced to Customer at Xerox's then current rates for parts, labor and travel.

- 15. Enhancements or Upgrades.** Software or firmware enhancements or upgrades are not provided under this Service Agreement, but may be purchased separately upon their release.
- 16. Software and Firmware Updates.** Updates may be required to correct performance problems and will be provided under this Service Agreement where deemed applicable by Xerox. Xerox will only maintain support for software and firmware releases that are at the latest and next to latest revision levels.
- 17. Notices.** All notices shall be given in writing and shall be effective upon receipt. Notices to Customer shall be sent to the Customer's address on file with Xerox. Notice to Xerox shall be sent to: Xerox Office Group Service Sales, P.O. Box 1000, MS 60-372, Wilsonville, Oregon 97070-1000.
- 18. Entire Service Agreement.** This document, the quotation, if any, and any applicable supplements provided by Xerox shall contain the entire Service Agreement between the parties. This Service Agreement may not be modified except by written amendment signed by an authorized representative of each party.

Supplemental—for U.S. and Canada On-Site Service Agreement

Terms and Conditions

These terms and conditions are supplemental to the general terms and conditions for service agreements and specifically describe the on-site service program for those products that are eligible. These are applicable to the following services:

- Warranty conversion to on-site service
- Extended on-site service
- Annual on-site service

1. **Remedial Service.** In the event of product failure, Xerox will, at its option, repair the defective product by means of telephone support or on-site service at no charge for parts and labor or replace the product with a comparable product.

To obtain service under this Service Agreement, the Customer must first contact Xerox Telephone Support personnel or that of its authorized service representative. Telephone Support personnel will work to resolve issues professionally and quickly, however the Customer must reasonably assist Xerox or its authorized representative.

If telephone support is unsuccessful, Xerox or its authorized representative will repair the product on-site anywhere within the normal service area in the United States and Canada without charge for parts, labor or travel, or, at its option, Xerox may provide a comparable replacement product.

2. **Product Location.** Products need to be located where they are easily accessible for service such that they do not affect the serviceability of the product. If Customer relocates product to Alaska or Hawaii, there will be an uplift charge.

3. **Obligations of Customer.** Customer shall permit Xerox access to the products whenever service is required.

Customer shall ensure that the user cooperates with Xerox to the extent necessary to permit service to be performed efficiently and without interruption.

Customer shall permit Xerox to use any Customer equipment or facilities that Xerox reasonably deems necessary for the performance of service.

Customer shall be responsible for the procurement, installation and maintenance of all non-Xerox communication media including, but not limited to, Customer's computer networks. Charges for the use of such media and equipment in connection with the performance of service shall be borne by Customer.

Customer shall ensure that the site meets the environmental specifications contained in the user manual supplied with the product to be serviced. If a product under service fails through operation in a site not meeting Xerox's specifications, Xerox may refuse to provide service until the site meets such specifications.

