

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Guotation 5890004

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5890004

ADDRESS CORRESPONDENCE TO ATTENTION OF MICHAEL AUSTIN

304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for REGNUMBER Quotation 5890004

5890004

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF MICHAEL AUSTIN 304-558-2402

DIVISION OF HIGHWAYS VARIOUS LOCALES AS INDICATED BY ORDER

RFQ COPY TYPE NAME/ADDRESS HERE
Xerox
294 East Deshler Ave
Columbus, Ohio 43206

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB.	FREIGHTTERMS
05/26/2009				
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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

Request for Quotation

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PAGE 4

ADDRESS CORRESPONDENCE TO ATTENTION OF

MICHAEL AUSTIN 304-558-2402

RFQ COPY TYPE NAME/ADDRESS HERE

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

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05/26/2009						
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RFQ. NO.: 5890004						
BID OPENING DATE:	PRO COLUMN PRO COLUMN C					
BID OPENING TIME:						
PLEASE PROVIDE A FAX NUMBER IN CASE IT TO CONTACT YOU REGARDING YOUR BID: 614-445-656						
CONTACT PERSON (PLEASE PRINT CLEARLY):	We the St to so so to					
	•					
***** THIS IS THE END OF RFQ 5890	004 ***** TOTAL:					
SEE REVERSE SIDE FOR TERMS AND COM	IDITIONS					
SIGNATURE - TELEPHONE DATE						
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Attachment 1: Bid/Quote Sheet Rev. 6/23/09

11 Monochrome PlottersUnit Price\$9,32	29 Extended Price\$102,619
11 Color PlottersUnit Price\$7,72	8 Extended Price\$85,008
11 ScannersUnit Price\$8,89	8 Extended Price\$97,878
1 W/F Scanner w/standUnit Price\$11,	876 Extended Price\$11,876
11 ControllersUnit Price\$3,5	83 Extended Price\$39,413
Equipment Sub Total\$336,794	
Maintenance Quotes Years 2 thru Years 5: Year 2 Maintenance Cost\$14,052.50_ Year 3 Maintenance Cost\$14,052.50_ Year 4 Maintenance Cost\$14,052.50_ Year 5 Maintenance Cost\$14,052.50_ Years 2 through 5 Maintenance Sub Total\$56,	210
Equipment/Maintenance Total\$393,004	
Lump Sum Trade-in Discount \$4,000	
Final Quote Total\$389,004	

Statement regarding successful implementation of quoted components in an integrated environment of engineering application in North America. Also provide contact names(s) and telephone number(s) associated with the engineering application of the quoted components.

Additional Notes:

• Xerox maintenance includes parts labor and toner for 1,000 square feet per month with an overage rate of \$.0242. The meter reads are collected and reconciled quarterly.

Reference:

- General Electric
 - o Nick Dinsmore 513-243-3003

State of West Virginia

RFQ NO. 5890004

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents
	and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or, Application is made for 2.5% resident vendor preference for the reason checked:
^{2.} ✓	Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.	Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4	Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.	Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
requirer against or dedu	Inderstands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the nents for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency cted from any unpaid balance on the contract or purchase order.
authoriz the requ deemed	nission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and es the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid ilred business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate is during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Bidder:	XEROX Corporation Signed: Jun Thin and Son
Date:_	June 25, 7009 Title: Contract Marketing Mgs.
*Check &	ny contrination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No.	5890004	ß
IN WIND.		4

STATE OF WEST VIRGINIA Purchasing Division

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PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashlon. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, fittle and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: XEROX & orporation	
Authorized Signature: Daw Ohihranden	27 Date: 6 June 25, 2009
Purchasing Affidavit (Revised 01/01/09)	

Purchase Agreement



Terms and Conditions

INTRODUCTION:

1. 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.

SOLUTION/SERVICES:

- 2. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.
- 3. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("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 your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the linal principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.
- 4. CONSUMABLE SUPPLIES. If "Consumable Supplies" is identified in Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent ("Consumable Supplies"). For full-color Equipment, Consumable Supplies will also include color toner and developer. For Phaser Products, Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies includes Cartridges that are furnished with pre-paid shipping labels, you will return used Cartridges to Xerox for remanufacturing. Upon expiration of this Agreement you will return to Xerox any unused Consumable Supplies that are furnished with prepaid shipping labels and destroy all other unused Consumable Supplies. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide an inventory of Consumable Supplies in your possession.
- 5. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. 6. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox
- 6. MAINTENANCE SERVICES. Except for Equipment Identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services,

- replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading, Xerox may estimate the reading and bill you accordingly.
- 7. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "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 and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.
- 8. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xeroxbrand Equipment ("Base Software) only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it, or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
- 9. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. 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: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.
- 10. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will

Purchase Agreement



Terms and Conditions

not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

PRICING PLAN/OFFERING SELECTED:

- 11. COMMENCEMENT & TERM. This Agreement will commence for each unit of Equipment upon: (a) delivery of customer-installable Equipment; or (b) installation of Xerox-installable Equipment. If Xerox is providing Maintenance Services for the Equipment, the Term for Maintenance Services will expire on the final day of the last full calendar month identified on the face of this Agreement. Unless either party provides notice at least 30 days before the end of the initial Term of its intention not to renew Maintenance Services for a unit of Equipment, it will renew automatically on the same terms and conditions for successive terms of the same number of months as the initial Term. Pricing for each renewal term will be Xerox's then-current published pricing.
- 12. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. Restrictive covenants on payment instruments will not reduce your obligations.
- 13. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.
- 14. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges, each such increase not to exceed 10%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%.
- **15. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery and removal charges. Non-standard delivery and Equipment relocation must be arranged (or approved in advance) by Xerox and will be at your expense.
- 16. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include taxes on Xerox's income.
- 17. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including the cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the remaining Minimum Payments, not to exceed 6 such payments if this Agreement is for one year Term, and twelve (12) such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

GENERAL TERMS & CONDITIONS:

- **18. REPRESENTATIONS.** The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.
- 19. LIMITATION OF LIABILITY. Except for liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. Any action you take against Xerox must be commenced within 2 years after the event that caused it.
- 20. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.
- 21. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.
- 22. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- 23. INTELLECTUAL PROPERTY INDEMINITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify

Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

- 24. TITLE & RISK OF LOSS. Title and risk of loss to Equipment pass to you upon delivery.
- 25. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securilize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.
- 26. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-oflaw principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.
- 27. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.



Technology Document Management | Consulting Services

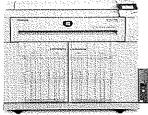
SPECIFICATIONS





Printer only

- . Speed: 4 D-sized prints per minute, upgradeable to 5 D
- Small footprint
- . Unparalleled image quality
- · Rugged, go-anywhere design
- Affordable
- Available with the FreeFlow Accxes Print Server or the Basic Print Server



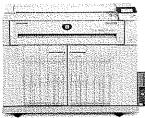




- All the advantages and features of the Printer plus:
- · A wide range of copying and printing capabilities
- · Intuitive menus and easy-to-use interface
- Embedded or bustled print server—no need for a second footprint
- Available with the FreeFlow Accxes Print Server or the Basic Print Server



Digital Copier/Printer with Scan-to-Net



All the advantages and features of the Digital Copier/Printer plus:

- Scan documents to a variety of file formats—TIFF, PDF, and CALS Type 1
- . 600 dpi resolution
- Single footprint
- · Intuitive document retrieval tools
- · Available with the FreeFlow Accxes Print Server or the Basic Print Server



All the advantages and features of the Digital Copier/Printer with Scan-to-Net plus:

- 36-inch color scanner
- Scan and store full-color documents (optional)
- Scans documents up to 1/2-inch thick
- · Field upgradable from Printer Only version
- · Available with the FreeFlow Accxes Print Server only

Xerox® 6204 Wide Format Solution Specifications

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Pi		1935 E	411	71	11	•

Process/Imaging Print Engine Speed Prints/Minute

Xerographic LED 2.36 ips (60 mm/s) 4 D (A1) ppm 5 D (A1) ppm (optional)

First Print Out Time (FPOT)

Basic Server 25 sec. (D/A1) FreeFlow Accxes Server 25 sec. (D/A1)

First Copy Out Time (FCOT) 25 sec. (D/A1) Basic Server FreeFlow Accxes Server 25 sec. (D/A1)

Max. Copies

Basic Server 99 FreeFlow Accxes Server 999

Warm-un Time Media Supply

2.75 min. 1 roll (standard)

2nd roll (optional)

Single Cut-Sheet Inserter (standard) **Output Size** Min: 11" (297 mm) width Max: 36" (914.4 mm) width

Lono Plot Max. Resolution

49.2' (15m) 600 dpi 256

Media

Media Types Media Weights

Grayscale Levels

Bond, Vellum, Tracing Paper, Film Bond: 18-20 lb. (60-110 g/m²) Vellum: 20 lb. (90-112 g/m²) Tracing Paper: 20 lb. (90-112 g/m²) Film: 75-100 micron (4 mil.)

Seamer

Scanner Speed Scanner Resolution 3.0 ips (76.2 mm/s) 600 dpi 256

Grayscale Max. Doc. Input Size 38" x 49.2' (15 m) (input size) Max. Doc. Image Size 36" (914.4 mm) width (image area) 0.13" (3.2 mm)

Max. Doc. Thickness Electronic Collation

Basic Server 99 sets FreeFlow Accxes Server 999 sets

Reduction/Enlargement 25-400% in 0.1% increments

Scan-to-Net Optional Scanner Catch Tray Ontional

Scan-to-Net Formats

Basic Server

TIFF (Single and Multi-page), PDF (Single and Multi-page), CALS Type 1

FreeFlow Accxes Server TIFF (Single page), PDF (Single page), CALS Type 1

Xerox Wide Formai Sean System Scanner speed

2 ips (standard) 4 ips (optional)

7.3 ips (optional for Scan-to-Net

only)

up to 600dpi Scanner Resolution Grayscale 256 Color (optional) 24-bit color

Max. Doc. Input Size 42" width x 100' (input size)

36" width x 100' (image area)

Max. Doc. Thickness 0.5 Registration Center

Electronic Collation 999 Reduction/Enlargement 25-400% in 0.1% increments

Scan-to-Net Ontinnal

PDF, CALS, and TIFF (Line or Scan-to-Net Formats

Grayscale only)

TIFF and JPG (Optional Color)

Scan-to-FTP Ontional Options include:

Compact Catch Tray

Flat Stacker (up to 100 originals) Scan-to-print (optional)

Finishing

Output Stacker Output Stacker Cap. Front-Exit Stacker 20 D (A1)

Basic Print Server

Internal Memory Hard Disk Drive Embedded Controller 1,25 GB RAM 40 GB

Ports. **Network Protocols** Data Formats

Ethernet 10/100 BaseT TCP/IP, LPR, FTP, SNMP HPGL, HPGL/2, HP-RTL, TIFF 6.0, VRF, VCGL, CALS Type 1 (standard), Adobe®

PostScript®/PDF v.1.3 (optional) Job log-print only

BT-Plot Assistant, Wide Format Scan Service, Network TWAIN Driver, Web Administrator

Windows®: XP/2000

Printer Drivers (Windows GDI)

Job Accounting

Applications

Printer Drivers

Printer Drivers (opt.)

AutoCAD 2002, 2004, 2005, 2006 (AutoCAD HDI)

Adobe® PostScript® 3™

FreeFlow Acexes Print Server

Internal **Bustled Print Server** Memory 1 GB

Hard Disk Drive 80 GB

Ethernet 10/100/1000 BaseT **Ports**

(auto sensing) Network Protocols TCP/IP. lor

Data Formats Standard: HP-GL, HP-GL2, HP-RTL, C4, FileNET, Calcomp

> 906/907/951/PCI, TIFF 6.0, NIRS, VCGL, CALS 1 and 2, CCITT (G4, G3 1D, G3 2D, Packbits, RLE, Seed Row and Adaptive), CGM (Level 1 with ATA ext.), Versatec Data Standards (VRF, Ordered vector, blocked raster, compacted raster) Optional: Adobe Postscript 3 and Adobe PDF (v1.6), DWF (v6)

Job Accounting Optional Scan/Copy and Print

Accounting

Erases data for added security Image Overwrite Applications Document Submit, Document

Retrieve, Printer Manager, Print Queue, Web Printer Management Tool, Account Management Tool Windows: XP, 2000, 2003 Server, XP x64 and Server 2003 x64

(Windows GDI) Printer Drivers AutoCAD 2002, 2004, 2005, (AutoCAD HDI) 2006, and 2007 Printer Drivers (opt.)

Adobe Postscript 3 for Windows XP/2000, Server 2003, XP x64,

and Server 2003 x64

Electrical Requirements

North America 120V, 12 amp Europe/South America 220-240V, 10 amp

Dimensions and Weight

Width, Depth, Height, Weight

6204 Printer w/ Basic Print Server

51.6" (1310 mm), 22" (560 mm), 43" (1090 mm), 518 lbs. (235 kg)

Printer Drivers

6204 Printer w/ FreeFlow Accxes Print Server 56.1" (1425 mm), 22" (560 mm), 43" (1090 mm), 536 lbs. (243 kg)

6204 Printer/Copier w/ Basic Print Server 51.6" (1310 mm), 22" (560 mm), 43" (1090 mm), 536 lbs. (243 kg)

6204 Printer/Copier w/ FreeFlow Accxes Print Server 56.1" (1425 mm), 22" (560 mm), 43" (1090 mm),

536 lbs. (243 kg)

Xerox Wide Format Scan System

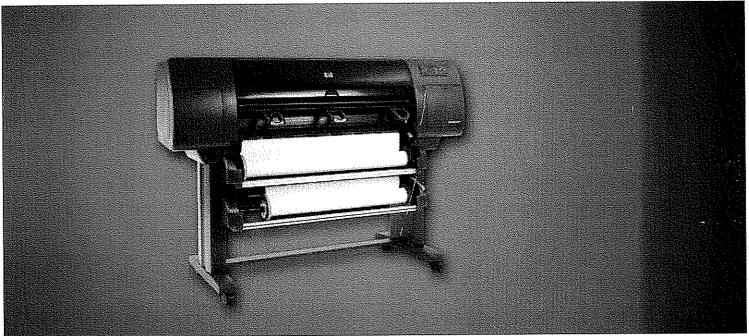
53" (1346 mm), 16" (406 mm), 45" (1143 mm)

For more information on the Xerox 6204 Wide Format Solution, call 1-800 ASK XEROX or visit us on the Web at: www.xerox.com.









HP Designjet 4520 Printer series



Ideal for color production and unattended printing

Unattended color production at low cost

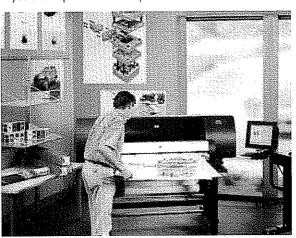
- Take advantage of unattended color printing with two long media rolls up to 575 ft (175 meters) and reliable 775-ml black, 400-ml color Original HP ink cartridges.
- Double your print capacity and truly maximize productivity with HP Double Swath technology and 160 GB hard disk.
- Experience greater cost efficiency with free HP support, HP supplies that deliver a better value, and finishing options that save time and money.

Provides great possibilities to grow your business

- Experience more possibilities to increase your personal productivity with the HP Instant Printing Utility 2.0, HP Embedded Web Server, and the optional Serif PosterDesigner Pro for HP⁽¹⁾.
- Turn your HP Designjet into a print workflow management system with optional stacker and SCP reprocontrol for HP¹².
- Produce excellent lines and images with patented HP inks, printheads enabling 0.1% line accuracy¹³, and HP Professional Color technologies.
- Expand your business with high performance copy and scan capabilities¹⁴.
- Choose from a broad portfolio of over 35 Original HP media for high-quality results from CAD drawings and renders to presentations and posters.

Trusted integration in your IT environment

- Trusted connectivity and security-with built-in Gigabit
 Ethernet networking, advanced access control and optional
 HP Jetdirect support for secure IPsec and IPv6¹⁵. A Linux PS driver offers additional support for Linux users¹⁶.
- Manage your HP Designjet, fleet of devices, and your costs with HP Web Jetadmin and the embedded Web server.
- Experience true peace of mind with a printer and printing supplies you know you can trust—from a company with years of experience and expertise.



- (1 Serif PosterDesigner Pro for HP is an optional feature. Not included, sold separately.
- (2 SCP reprocontrol for HP is an optional feature. Not included, sold separately.
- (3 +/-0.1% of the specified vector length or +/-0.1 mm (whichever greater) at 73° F (23° C), 50-60% relative humidity, on E/AO printing material in Best or Normal mode with HP · Matte Film.
- (4 The HP Designjet 4520 Scanner comes standard on the HP Designjet 4520 HD-MFP. It is an optional (not included, sold separately) accessory on the HP Designjet 4520 and 4520ps printers.
- (5 IPsec and IPv6 support requires the purchase of the HP Jetdirect 630n or HP Jetdirect 635n.
- (6 Available on the HP Designjet 4520ps Printer and HP Designjet 4520 HD-MFP only. Support in English only.







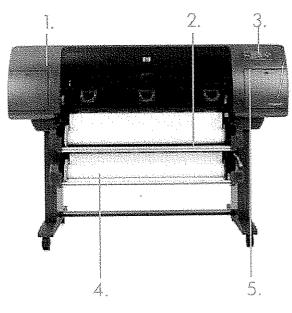


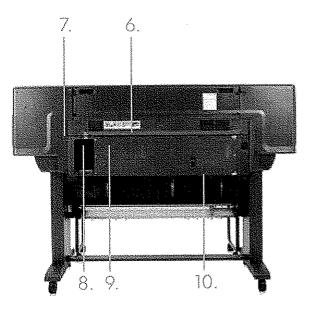
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HP Designjet 4520 Printer series

- 1. Ink cartridge of 225 and 400-ml for CMY, and 400 and 775-ml for K.
- 2. Accommodates 2 media rolls with long roll support up to 575 ft (175
- 3. Front panel with user-friendly animations.
- 4. Color consistency and screen-to-print matching with HP Professional Color technologies.
- 5. Pairs of staggered printheads in the carriage mean the HP Designjet 4520 Printer series has double the print capacity of earlier models^p.
- 6. HP Embedded Web Server for driverless file submission, queue management, preview, supplies and printer status, and error notification.
- 7. HP Embedded Jetdirect Gigabit Ethernet print server (1000Base-T) + 2 FireWire (IEEE-1394a compliant)
- 8. EIO port for optional Jetdirect cards.
- 9. Embedded processor for simultaneous printing and processing, 160 GB hard disk and 608 MB standard memory—upgradeable to 1120 MB.
- 10. Equipped with a standard bin that holds 25 D (A1) prints. An optional stacker is capable of flattening and stacking up to 200 plots.

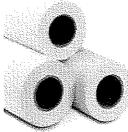




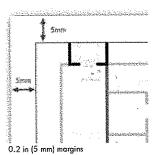
(7 Compared to any HP Designjet 600/700/800/1000 Printer



HP large black ink cartridge



HP long media roli



HP Double Swath Technology

HP Designier 4520 Printer certes of originate

- 52400 (4)200 (4) (6) (6) (6) (6)
- invo medianollis with long roll suggerious to 505 11475 mi
- ink sugahes of 275 and 4000milllor CMY, 4000 and 775 mil.
- Embedded processor and 508 MB memory upgradeable up to JP20 MB, 160 GB hard disk
 Support for HP GL/2, HPRFL BIFF JPEC (CAIS G4)

- HIP Distinguish 4,5 970. Seemings

- The new Year and president three less than

Ideal for unattended printing of high-quality large-format drawings, graphics, maps, presentations, renders, and posters¹.

Full flexibility from the HP Designjet 4520 Printer series



More functionality with the HR Designjet 4520 HD-MFP

With sean specials of 3 inches participant color and 10 inches participant decorded block and write. 3 inches participant in the state of the influence of the state of the inches in the inches and inches a color of the inches and inches a color of the inches and inches a color of the inches and each performance. The integrated decoy system of this Designia decimal resistance printer inches and each growth in the steman user instance printer inches and each printer and inches a participant in the participant

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in is easy to integrate with a vitale value of inclusing bounds of inclusions such as seen, testeric vector conversion or comment memorphism.

If it, MIP is fully compatible, Easily print spanned all auments, the silving almost enviral? Designed printer (15 dain scanno instance) as publics tested productivity with the versions. Easily sive scanned that in PDF MFF MFE (2000), and DWF MF MFE (2000).

HP Designjet 4500 Stacker (aptional

The FIP Designer 45000 Stocker colleges up to 200 DUA from E (A0) six apide consolutionalizably fletters them, keeping them organized with you consider them. Prim unquended rates daying business from search generations—or overlanger.

Fig. (c) procedulation statistic work on antilitate protects of other fire self-to-statistic or solar best on a value of solar proceduration. Unafferded printing tellows users to get into the one

professions

Selve trains only collegicy our valueble, high impact output estinations, which is IR Designary 4500. Steaker, which was re-ready to get his output, it will be enganized and well in join you. Neath, and describes the self-uses output welghs of printable meets supported by the IRP Designary 4520 Printers place. Including over 25. Or and IRP printing majorials from new IRP Cookletics. Cooked by the Self-uses a variables in 1000 years and 170 g/m/, to new chlorine itself. IRP severe Report meets of 1000% recycled base paper. The variable IRP Every law Adhesia. Motife Polygrapy lane and IRP Durable Economy with DuRon. Type R.

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HP Designjet 4520 Printer series

Technical specifications Up to 2400 x 1200 optimized doi Print resolution Margins (top x bottom x left x right) 0.2 x 0.2 x 0.2 x 0.2 in {5 x 5 x 5 x 5 mm} Technology HP Thermol Inkiel Ink cartridge colors Black, cyan, magenta, yellow Dye-based (cyan, magento, yellow), pigment-based (black) Ink types 5 pl (cyan, magento, yellow), 15 pl (black) Ink drop Minimum line width (HPGI/2 addressable): 0.0007 in (0.02 mm)
Guaranteed minimum line thickness (ISO/IEC 13660:2001(E))*: 0.0027 in (0.07 mm) Line Width Up to 15.7 mil (0.4 mm) Thicknes 0.1) to 0.72 lb (50 to 328 g/m²) Weight Rolls up to 42 in (1067 mm) wide Size Color (200 doi /400 doi Turbo): 3 in/sec (76 mm/sec) Block-and-white (200 dpi/400 dpi Turbo): 10 in/sec (254 mm/sec) Scan/copy resolution Enhanced mode: 9600 x 9600 dpi, with variable resolution settings from 50 dpi in increments of 1 doi Bost mode: 300 x 300 doi Normal mode: 200 x 200 api Draft mode: 150 x 150 dpi 42 in (1067 mm) Maximum scon thickness 0.6 in (15 mm). 608 MB memory (upgradeable to 1120 MB), 160 GB hard disk Scanned 1 GB memory, 40 GB hard disk BYER REFERE Two automatic rolls, automatic roll-switching, automatic cutter Printers Straight-through scan paper path for sheet and cardboard originals Carrier . Bond and coaled paper, technical paper, film, photographic paper, prooling paper, salf-adhesive, banner and Printers Non abrasive paper, vellum, Mylar, sepia, blueprints, plastic, film, plastic laminote, foam board, cardboard. (No plywood, slone plates, metal plates or abrasive, dirty, rough, sharp edged, metal clamped, or burned surfaces or transp Paper (plain, inkjel, coated, heavyweight coated, super heavyweight coated, semi-gloss, translucent band, Stacker natural tracing, photo, vellum)^{ra} 1 Gigabit Ethernet (1000Base-1) port, 2 FireWire (IEEE-1394a compliant) ports, 1 ElO Jeldirect accessory slot Interfaces (standard): Printers 3 Gigabit Ethernet (1000Base-1) port, 1 FireWire (IEEE-1394a compliant) port Interfaces (standard): Scanner HPGL/2, HP.RTL, PostScript^a drivers for Windows; HP PCL 3 GUI, PostScript^a drivers for Mac OS X 10.4/10.5; Drivers (included) support for Citrix XenApp and Citrix XenServer environments HPGL/2, HPRTL, TIFF, JPEG, CALS G4 Adobe PostScript 3, Adobe PDF 1.5, HPGI/2, HPRTI, TIFF, IPEG, CALS G4 4520ps & 4520 HD-MFP $76 \times 31.5 \times 53.2$ in (1930 $\times 800 \times 1350$ mm) Printer 70.8 x 40.2 x 54.3 in (1800 x 1020 x 1380 mm) 50.63 x 61.77 x 44.69 in (1286 x 1569 x 1135 mm) Stocker 83.9 x 30.5 x 74.4 in (2130 x 775 x 1890 mm) Shipping Printer 75.2 x 26.8 x 24.2 in (1910 x 680 x 615 mm) 55.1 x 31.9 x 23.6 in [1400 x 810 x 23.6 mm] Shipping Stacker 408 lb (185 kg) 204 lb (92.5 kg) Sconner 116 lb (53 kg) Stacker 599.1 lb (272.3 kg) Shipping Printer 269 lb (122 kg) Shipping Scanner Shipping Stacker 143.3 lb (65 kg)

HP Designiel 4520/4520p

Printer, 42 in printer stand and bin, printheads (x8), printhead cleaners (x8), introductory ink cartridges, roll module, user maintenance kit, quick reference guide, setup poster, Serif PosterDesigner Pro poster, documentation and drivers CD,

HP Designjel 4520 HD-MFP

All the leatures mentioned above, plus HP Designiet 4520 Scanner, scanner sland, touchscreen (panel PC), keyboard, quick reference guide, selup poster, documentation CD, system recovery DVD, customer service guide, FireWire cables (x2), Ethernet cable, power cord

All Cofes image (DOX cofes converge) printed in Fast made on NP Bright White Intige Report (Broot). Speed indicated is maximum printer speed (22 Multi-loop) printings total printing time. Live discripts printed in Fast made on NP Bright White Intige Report (Broot). Speed indicated is maximum printer speed in the Integration of the Intige Report (Broot). Speed indicated is maximum and 18 Market Fast or other made with long driving form.

vironmental ranges Operating temperature Recommended operating temperature

41 to 104° F (5 to 40° C) 59 to 86° F (15 to 30° C) -4 to 131° F (20 to 55° C) 20 to 80% RH 25 to 75% RH

53 dB(A) 38 dB(A) 7.0 B(A) 5.9 B(A)

Power consumption

wer regul: Printers

Input vallago (auto rouging): 100 to 127 VAC (+/- 10%), 6 A: 220 to 240 VAC (+/- 10%), 3 A; 50/60 Hz (+/- 3 Hz); 100 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz); USA and Canada (CSA cartified), EU (IVD and EN60950-1 compliant), Russia (GOST), Singapore (PSB), China (CCC), Argan

ENERGY STAR* qualified models

USA and Canada (ESA Centimor), es qui an immerca (NTCE)
Ell & Chlina Rotts, WEEE, BEACH, EUP
Compliance for Class A IIE products: EU (EMC Directive), USA (PCC Bules), Canada (ICES), Australia (ACA), New Zeoland (MeC), China
(CCC), Japan (VCC); Cardified as Class A product: Koroa (MIC), Tairron (BSMI)
soc: www.hp.com/go/energyster



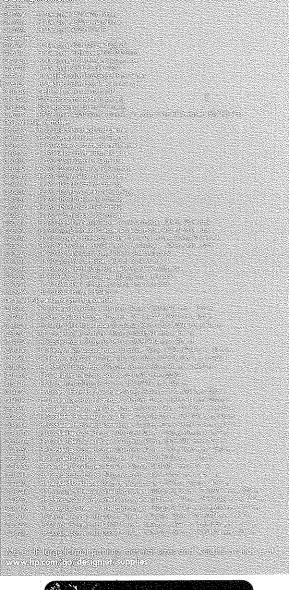














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