



**CITY OF MARTINEZ**

**CITY COUNCIL AGENDA  
October 1, 2014**

**TO:** Mayor and City Council  
**FROM:** Alan H. Shear, Assistant City Manager  
**PREPARED BY:** Kathy DeVries, I.T. Administrator  
**SUBJECT:** Lease Agreement with Xerox for Photocopiers  
**DATE:** September 22, 2014

**RECOMMENDATION:**

Authorize the Interim City Manager to execute a sixty (60) month lease agreement with Xerox for seven (7) photocopier machines at City facilities.

**BACKGROUND:**

The City currently has a lease agreement with Xerox for seven photocopiers throughout City facilities. The photocopiers are located at City Hall, the Police Department, the Senior Center, and the Corporation Yard.

The current lease is up for renewal, so the City issued a Request for Proposal (RFP) at the end of May 2014 for leasing photocopiers and service maintenance. Out of the 23 RFPs sent to vendors via mail and email, the City received four bids. All of the proposed machines are new and can be used as copiers, network printers, and scanners.

Staff reviewed and rated all four bids using the following criteria:

- Monthly lease payment
- Average monthly cost per b/w and color prints
- Buyer's Lab Test Report (BLI)
- Leasing Terms and Conditions
- Customer satisfaction

### Cost Comparison of Monthly Lease and Copies

<i>Vendor/Brand</i>	<i>Monthly Lease</i>	<i>Avg. mo. cost- b/w copies</i>	<i>Avg. mo. cost- color copies</i>	<i>Avg. total cost per month</i>
KBA Docusys/Kyocera	\$1,104.00	Provide 87,440/mo. Excess billed at .0055	Provide 7,337/mo. Excess billed at .01	\$1,104.00
Canon/Canon	\$1,424.94	\$428.47 (@.0049)	\$359.51 (@.049)	\$2,212.92
Xerox/Xerox	\$1,394.01	\$428.93 (@.0049)	\$359.51 (@.049)	\$2,182.45
Caltronics/Konica Minolta	\$1,324.93	\$480.92 (@.0055)	\$366.85 (@.05)	\$2,172.70

KBA Docusys Inc. – The proposal copy itself was poor quality with missing pages and omitted words, and the colored text was blurred. Although the proposal was for Kyocera copiers, it mentioned Canon machines throughout. Furthermore, the pages in the proposal referring to energy reduction and recycled parts were actually for Canon copiers. Finally, only the field test reports were provided, not the lab reports.

Canon Solutions – The Buyer’s Lab Reports rated the photocopiers high. However, the vendor does not automatically replenish copier supplies and toner based upon monthly meter reads provided by staff. Therefore, each department would need to track and order supplies. Also, Canon had proposed significant changes to the terms and conditions of the City’s standard agreement and insisted on using it as an attachment to Canon’s agreement. Finally, they were the highest bidder.

Caltronics – The Buyer’s Lab Reports rated the photocopiers good, but were slightly lower than Canon and Xerox. Similar to Canon, Caltronics does not automatically replenish supplies based on monthly meter reads, so each department would have the responsibility to maintain and order supplies.

Xerox – The Buyer’s Lab Reports rated the photocopiers very high. The City currently leases with Xerox and staff can verify the quality of the machines and the positive customer service. Xerox does automatically replenish supplies and toner based on the monthly meter reads.

Based upon the quality of the machines, cost, and current customer satisfaction, staff recommends selecting the proposal submitted by Xerox for the City’s photocopiers.

**FISCAL IMPACT:**

The total monthly cost of \$2,182.45 has an annual projected cost of \$26,189.40. This is a savings of \$2,469.00 from the FY14-15 allocated budget for photocopiers.

**ACTION:**

Motion authorizing the Interim City Manager to execute a sixty (60) month lease agreement with Xerox for seven (7) photocopier machines at City facilities.

Attachments:

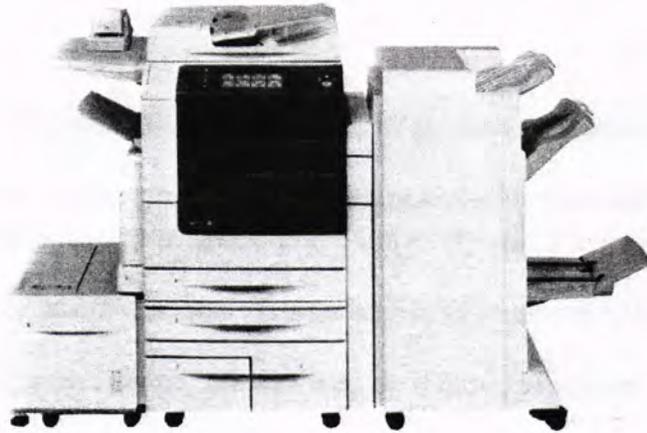
Buyers Lab Report and Exhibits A-D

**APPROVED BY:**

  
Interim City Manager

## Xerox WorkCentre 7830 with Professional Finisher

30 PPM Color Copier • Printer • Scanner • Fax



Reliability.....	Very Good
Multitasking.....	Excellent
Administrative Utilities .....	Very Good
Feedback to Workstations .....	Excellent
Ease of Network Setup.....	Excellent
Print Drivers.....	Excellent
Scan Functions .....	Good
Color Print/Copy Quality .....	Good
Black Print/Copy Quality.....	Very Good
Color Print/Copy Productivity.....	Good
Black Print/Copy Productivity .....	Very Good/Good
Ease of Use.....	Very Good
Feature Set.....	Very Good
Security Features.....	Excellent
Accessibility Features .....	Not Rated
Environmental Features .....	Not Rated
Toner Yield.....	Good
Value .....	Good

## BLI RECOMMENDATION

The Xerox WorkCentre 7830 offers many convenient features for users, such as bidirectional print drivers with detailed feedback; and a well-designed control panel with the ability to program a new job while pages of a job are still being scanned and an integrated address book that organizes all of a contact's information in one place. The device has user-replaceable components, including drums, fuser, transfer belt cleaner and waste toner container, which minimizes downtime, versus many competitive units that require service to replace such components. And, the unit's high paper capacity means users will spend less time loading paper into the machine than with competitive devices. Additionally, the WorkCentre 7830 has fast scan speeds, and, in black mode, produced fast job stream speeds and very good image quality. The model also earned top marks in all areas related to connectivity, including feedback to workstations, ease of network setup and administrative utilities, and it offers industry-first integration with McAfee embedded technology for added security. It should be noted that the unit's output tray lacks a sensor to detect when capacity is reached, which results in misfeeds if output is allowed to exceed 500 pages. Configured as tested with the Professional Finisher, however, the WorkCentre 7830 proved highly reliable and is recommended by BLI for an average optimum monthly volume of up to 10,000 impressions.

Test duration: Two months, including a 90,000-impression durability test.

Manufacturer's maximum monthly duty cycle<sup>1</sup>: 90,000 impressions.

Average optimum monthly volume for models in this speed range: Up to 10,000 impressions<sup>2</sup>.

<sup>1</sup> The manufacturer's maximum monthly duty cycle is the maximum volume, as specified by the vendor, that the unit is capable of producing in a month; however, it isn't recommended that the unit be run at this volume on a regular basis.

<sup>2</sup> Based on a survey conducted by BLI. When comparing models, note that this optimum volume was instituted in May 2012. Optimum monthly volumes for models tested prior to May 2012 may be higher or lower.

## STRENGTHS

- Highly reliable; user-replaceable drums, fuser, transfer belt cleaner and waste toner minimize downtime
- Very good overall black image quality
- Fast speeds when printing BLI's job stream in black keep users productive in real-world, multi-user environments; fast duplex copy speeds
- Faster than average scan speeds in all modes
- Above average paper capacities
- Bidirectional print drivers display device and job status, eliminating the need to install additional software, which takes up resources
- Highly detailed feedback to workstations helps ensure that supplies are on hand when needed, reducing downtime
- Superior multitasking, with no delay between jobs and users able to program a job while pages of the current job are still being scanned
- Highly customizable cloning of device settings from one device to another at the web utility; highly detailed consumables status
- Integrated address book consolidates all selectable destinations in one place, eliminating the need to search for destinations in multiple locations
- Standard McAfee embedded technology uses whitelisting technology to protect the operating system from potentially harmful files or functions
- Standard EIP architecture allows for integration with third-party software solutions to automate workflow and control costs, etc.
- Remote User Interface can help IT staff by enabling them to remotely view and take control of the user interface to troubleshoot helpdesk calls

## WEAKNESSES

- No sensor to detect when output tray capacity is reached when not equipped with an optional finisher
- No access to features for up to three minutes when the machine is being powered up from a cold start
- Default driver names are not easily identifiable
- Users must first close several pop-up screens prior to programming a scan or copy job when device is misfed or out of paper
- No encryption support for USB files
- Email alerts cannot be sent to users when copy or scan jobs are complete
- Only some of the selections for a typical print job are available on the first print driver tab; no point-and-click support for selection of paper source and output destination
- Separate menus for the various scan to destinations on the control panel require users to toggle back and forth between multiple screens
- No preview support at scan menu or for USB jobs
- Inability to send scan to email or copy jobs to mailboxes

## TEST RESULTS AND OBSERVATIONS

+, – and ○ represent positive, negative and neutral attributes, respectively.



### RELIABILITY

VERY GOOD

- + The WorkCentre 7830 completed its 90,000-impression durability test with seven misfeeds and no service required, for an overall misfeed rate of 12,857 impressions.
- BLI normally tests office-level multifunction products in this speed range configured with optional finishers. When initially installed in BLI's lab, the WorkCentre 7830 was configured without a finisher. In that configuration, BLI technicians noted that there is no sensor in the output tray to detect when the 500-sheet capacity is reached, which resulted in the tray overflowing and the device misfeeding. While many organizations may never run long jobs that would exceed the output tray capacity, in BLI's test, this design issue accounted for three misfeeds in the first 12,453 impressions, for a misfeed rate of 1 per 4,151 impressions. After the Professional finisher was installed, the device completed the remainder of the test (77,547 impressions) with four additional misfeeds for a much improved misfeed rate of 1 per 19,386 impressions.
- + The drums, transfer belt cleaner, fuser and waste toner are all user-replaceable, which eliminates the downtime that would otherwise be required for service to replace these items.



### MULTITASKING

EXCELLENT

- + The device experiences virtually no delay between jobs, and the number of print and copy jobs that can be stored to the device is limited only by memory.
- + The device took just 20 seconds to download 15 print jobs.
- + Unlike with most other units tested, the next copy or scan job can be programmed ahead while the originals of the current copy or scan job are still being scanned.
- + Secure print jobs can be released while printing, scanning and copying, and also while jobs are being scanned through the document feeder, which is rare.
- Although users can scan a job to a destination and copy a job to memory when the device is misfed or out of paper, because an override key is not provided, it takes a number of keystrokes to first close the misfeed removal animation screens before programming the next scan or copy job.
- + When the machine is jammed or out of paper, print jobs can still be downloaded to the network.

- Users must press the Program Next Job key before programming each copy job in default settings.
- By default, copy jobs take priority over print jobs. While administrators can change the priority level of the device, the process is somewhat complicated, with 16 different levels to set. BLI recommends simplifying the process by offering just three levels—set print as priority, set copy as priority, or first in, first out.
- The Interrupt hard key can be used to interrupt either copy or print jobs to perform an immediate copy job. During testing, the unit stopped the current job in the middle of a set. It would be preferable to enable the current job to continue running while the user programs the interrupt job. This unit automatically returned to non-interrupted mode in 30 seconds or less and restarted the job that was interrupted without user intervention. Most of the features required for a typical copy job are accessible (document feeder, duplex and staple).



## ADMINISTRATIVE UTILITIES

VERY GOOD

- + The WorkCentre 7830's web utility was found to offer above average overall ease of use. Usability has been simplified from prior generations, with more graphical administrator management screens and an integrated address book. With the integrated address book, users can freely pick and choose what information, which is initially determined by the administrator, to view for each contact, such as first name, last name, email address and fax number, program contacts as favorites, and program all possible destinations from the same book, including email, fax and Internet fax.

Toner Cartridges			
Component	Status	Life Remaining	Estimated Pages / Days
Black Toner	Reorder	47%	12996 / 1
Cyan Toner	Reorder	30%	4650 / 1
Magenta Toner	Reorder	47%	7285 / 2
Yellow Toner	Replace	0%	0 / 0

Drum Cartridges			
Component	Status	Life Remaining	Estimated Pages / Days
Drum Cartridge (R1)	OK	64%	8790 / 11
Drum Cartridge (R2)	OK	68%	9240 / 28
Drum Cartridge (R3)	OK	75%	8620 / 29
Drum Cartridge (R4)	OK	68%	9240 / 28

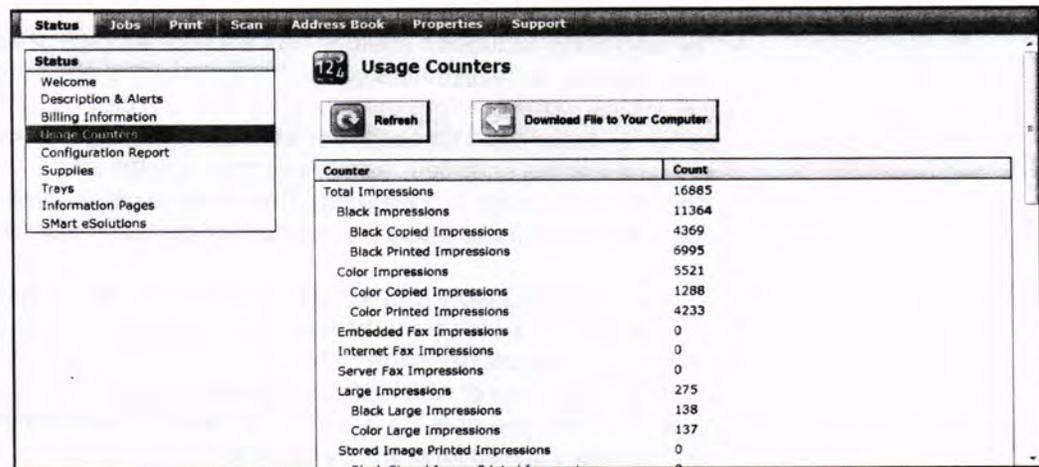
Waste Toner Container	
Component	Status
Waste Toner Container	OK

Serviceable Parts			
Component	Status	Life Remaining	Estimated Pages / Days
Transfer Belt Cleaner	Reorder	44%	7188 / 9
Second Pass Transfer Roll	OK	54%	11159 / 14

Centerware Internet Services, the embedded web utility.

- + The web utility provides highly detailed consumables status on toner, imaging units, transfer belt cleaner and secondary transfer roll, all in 1 percent increments. Status for toner and imaging units also includes pages and days remaining in current life. Waste toner is indicated as OK or Replace.
- The paper size in each drawer is also indicated, and the amount of paper in each drawer is indicated, though only as full or empty.



Counter	Count
Total Impressions	16885
Black Impressions	11364
Black Copied Impressions	4369
Black Printed Impressions	6995
Color Impressions	5521
Color Copied Impressions	1288
Color Printed Impressions	4233
Embedded Fax Impressions	0
Internet Fax Impressions	0
Server Fax Impressions	0
Large Impressions	275
Black Large Impressions	138
Color Large Impressions	137
Stored Image Printed Impressions	0

The web utility provides highly detailed usage counters.

- + Error messages are provided for misfeeds and other device conditions. Low supply warnings sent to administrators can be customized from 20 percent to 1 percent in 1-percent increments. Email alerts can be automatically sent to administrators when errors occur and consumables are low or depleted. There can be up to three groups, with each group containing up to five email addresses. Meter readings and email alerts can also be automatically sent to dealers.
- + Administrators can assign access codes to users and groups so that usage can be restricted and tracked by user and group for each function.
- Email alerts for completed print, copy or scan jobs are not offered.
- + With the WorkCentre 7830's integrated address book, addresses can be programmed remotely via the web utility; adding or deleting of addresses from the address book is reserved for administrators. Favorites or frequently used settings are also available. The address book can also be exported in CSV format.
- + Cloning device settings from one WorkCentre 7830 to others in the organization via the web utility is highly customizable; settings available include accounting, audit log, e-mail, Smart eSolutions, print settings, authentication, fax, job management, network scanning, connectivity settings, Internet fax, security, power saver and templates.
- Status information is available for active and saved print jobs, and active scan jobs, but

no status information is provided on copy jobs. Moreover, job history is not provided at the utility.

- Information provided includes user name/ID, number of sets programmed for a print job, file name for print jobs and application name for print jobs.
- + An electronic meter counter at the web utility includes details on color and black prints and copies, and total scanned pages, as well as total color pages, total black pages, and total pages.
- + The web utility includes a mailbox operation for storage of print and workflow scanning jobs, whereby administrators can set up private and public boxes that can be viewed at the control panel or in the utility. Passwords can be one to 64 characters. Settings can be highly customized for each user. In addition to output color and simplex/duplex, original type can be specified. Administrators can also specify set periods of time for how long jobs will remain in mailboxes. The ability to delete public boxes is reserved for the administrator. Further, users can only create private boxes that are password-protected.
- During testing BLI technicians found the operation of the mailbox function to be confusing. For example, jobs from the web utility and print drivers are stored within the Saved Jobs key at the control panel, while scan jobs are stored within the Mailbox key at the control panel, both of which are sub-menus of the Print From key. Preferred would be to have all jobs accessible via a single key, which would eliminate the confusion of determining where stored jobs can be retrieved.
- The mailbox function does not support the storage of copy or scan to email jobs.
- Users cannot preview pages of documents stored in mailboxes, and cannot delete or modify pages. An index search to easily locate an individual's user box is also unavailable.
- + The web utility allows for direct printing of files in PDF, PCL, PostScript, TIFF, JPEG and XPS formats. Features supported for direct printing include duplex, color or black mode, collate, quantity up to 9,999 and finishing options, including staple, hole punch and fold. In addition to paper size and paper drawer, users can specify the type and color of paper. Selections for secure print and sample print, but not for reprint and delay print, are supported.
- + Printer firmware can be easily updated using the web utility or manually through the USB port on the machine after downloading the update file from Xerox. Printer/scan drivers can be easily updated online using the Xerox web utilities.
- + CentreWare Web, which is available as a free download from Xerox's website, is a device management utility with an uncluttered, customizable interface. Though it lacks drag-and-drop support, the utility makes it easy to execute tasks, thanks in large part to various wizards accessible via the program's home page. Monitoring and management features are strong, and CentreWare Web provides more reporting options than most competing utilities.
- + Xerox's new Remote User Interface allows administrators to remotely operate the Work-

Centre 7830's control panel from an office PC. This makes it easier to train users and for IT staff to remotely view and monitor the user interface.

- + While the control panel is being remotely operated, walk-up users are notified at the device, and locked out, to prevent simultaneous system changes.
- + Xerox offers Smart eSolutions, which provides two applications for automating device management. MeterAssistant automatically collects and securely submits the device's meter reads using a built-in audit process to increase billing accuracy. SuppliesAssistant proactively manages toner supplies and monitors usage to make sure the customer has the correct amount of supplies at the right time. Both utilities can be downloaded from Xerox's website free of charge.
- + Xerox Standard Accounting tracks copies, prints, scans and faxes. The utility is embedded in the software of the device; no additional third-party applications are required. Setup of different types of accounts is enabled via the web utility. Up to 2,500 user IDs and 500 group accounts are available. Both administrators and users can generate usage reports.



## FEEDBACK TO WORKSTATIONS

EXCELLENT

- + The WorkCentre 7830 offers feedback through its bidirectional print drivers, so there is no need to install additional software.
- + Moreover, the information provided is highly detailed, and includes the amount of paper in each drawer in 1-percent increments, as well as a toner gauge, also in 1-percent increments. Toner and paper gauges are located on the bottom of the print driver window, regardless of the tab being viewed. Job status for completed and active jobs is also supported within the driver. Paper status further includes the color and type of paper loaded in each drawer. Detailed messages such as front door open and toner near end of life are also supported.
- While feedback on the drums and waste container are not provided within the driver, the drivers do feature a link to the web utility, which provides information on drum life remaining in 1-percent increments, and waste container as OK or Full.
- Gauges for the staple cartridge and fuser are not provided at the drivers or at the web utility.
- + Pop-up messages are available via the bidirectional drivers for print job completion and deletion, as well as when the selected drawer is out of paper. Pop-up messages appear in one window and dissolve automatically.
- Pop-up messages are not available for when the output tray is full, the printer is offline, or a misfeed occurs, so users must proactively seek out this information via the drivers or the web utility, where this information is readily available.

- + Audible alerts for print job completion are available.
- Email alerts indicating completed print, copy or scan jobs are not supported and should be added.



### EASE OF NETWORK SETUP

EXCELLENT

- + The feedback utility is built into the driver, and therefore no software outside of the drivers needs to be installed on the system.
- + Installation of the drivers is simple. The CD auto-launches upon insertion into the drive, and all the drivers can be installed in one session in 10 clicks. The port is automatically created during installation.
- + All accessories are automatically located once the drivers are installed, and administrators do not have to initiate this capability, which is rare.
- + During the initial installation, the administrator is prompted with a screen to enter the network settings. This is not seen on most devices and greatly simplifies installation.
- The default names of the installed drivers are more cryptic than what is found on other systems and not easily identified by the user, though they can be manually changed. Some competitive devices have the drivers more clearly named from install, and others let users rename them during the install.
- When administrators click on Printer Management Links and Additional Drivers, they are linked directly to the area on Xerox's website from which they can download Xerox's Mobile Express and Global Print drivers, as well as firmware and a font management utility, once they enter the device model number and operating system of the drivers.



### PRINT DRIVERS

EXCELLENT

- The WorkCentre 7830 comes equipped with a 1.2-GHz processor, along with standard PCL 5c/6, Adobe PostScript 3 and optional XPS drivers.
- Resolution modes include Standard (600 x 600 dpi), High Resolution (1200 x 1200 dpi) and Enhanced (2400 x 1200 dpi).
- + The PCL and PostScript print drivers are very similar in appearance and layout, which makes navigating their screens easier for users who need to switch between them for different types of jobs.

# CERTIFICATE OF RELIABILITY

Awarded to

**XEROX CORPORATION**

for the performance of the

Xerox WorkCentre 7830 with Professional Finisher

in BLI's in-house durability test.



ANTHONY F. POLIFRONE  
MANAGING DIRECTOR

AUGUST 2013

DATE

This is to certify that when subjected to a 90,000-impression Buyers Lab durability test, the Xerox WorkCentre 7830 with Professional Finisher proved to be a highly reliable product.

**BUYERS LABORATORY LLC**

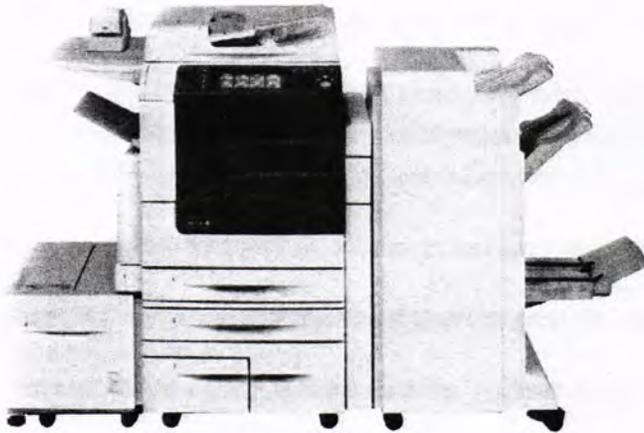
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## Xerox WorkCentre 7835 with Professional Finisher\*

35 PPM Color Copier • Printer • Scanner • Fax



Reliability.....	Very Good
Multitasking.....	Excellent
Administrative Utilities .....	Excellent
Feedback to Workstations .....	Excellent
Ease of Network Setup.....	Excellent
Print Drivers.....	Very Good
Scan Functions .....	Good
Color Print/Copy Quality .....	Good
Black Print/Copy Quality.....	Very Good
Color Print/Copy Productivity.....	Good
Black Print/Copy Productivity .....	Good
Ease of Use.....	Very Good
Feature Set.....	Very Good
Security Features.....	Excellent
Accessibility Features .....	Not Rated
Environmental Features .....	Not Rated
Toner Yield.....	Fair
Value .....	Good

## BLI RECOMMENDATION

The Xerox WorkCentre 7835 offers many convenient features for users, such as bidirectional print drivers with detailed feedback, and an integrated address book that organizes all of a contact's information in one place. The model also earned top marks in all areas related to connectivity, including feedback to workstations, ease of network setup and administrative utilities, and it offers industry-first integration with McAfee embedded technology for added security. The easy-to-use control panel enables users to program a new job while pages of a job are still being scanned and personal scan profiles can be added right to the home screen. The WorkCentre 7835 has fast scan speeds in most modes, and, in black mode, very good image quality. The device has user-replaceable components, including drums, transfer belt cleaner and waste toner container, which minimizes downtime, versus many competitive units that require service to replace such components. And, the unit's high paper capacity means users will spend less time loading paper into the machine than with competitive devices. It should be noted that the unit's output tray lacks a sensor to detect when capacity is reached, which results in misfeeds if output is allowed to exceed 500 pages. Based on an engine that was tested configured with the Professional Finisher, however, the WorkCentre 7835 proved highly reliable and is recommended by BLI for an average optimum monthly volume of up to 15,000 impressions.

Test duration: Two months, including a 90,000-impression durability test.

Manufacturer's maximum monthly duty cycle<sup>1</sup>: 110,000 impressions.

Average optimum monthly volume for models in this speed range: Up to 15,000 impressions<sup>2</sup>.

<sup>1</sup> The manufacturer's maximum monthly duty cycle is the maximum volume, as specified by the vendor, that the unit is capable of producing in a month; however, it isn't recommended that the unit be run at this volume on a regular basis.

<sup>2</sup> Based on a survey conducted by BLI. When comparing models, note that this optimum volume was instituted in May 2012. Optimum monthly volumes for models tested prior to May 2012 may be higher or lower.

\*Reliability, scan, image quality and toner yield results are based on the performance of the Xerox WorkCentre 7830, which uses the same engine.

## STRENGTHS

- Highly reliable; user-replaceable drums, fuser, transfer belt cleaner and waste toner minimize downtime
- Very good overall black image quality
- Faster than average scan speeds in all modes
- Above average paper capacities
- Bidirectional print drivers display device and job status, eliminating the need to install additional software, which takes up resources
- Highly detailed feedback to workstations helps ensure that supplies are on hand when needed, reducing downtime
- No delay between jobs and users can program a job while pages of the current job are still being scanned
- Highly customizable cloning of device settings from one device to another at the web utility; highly detailed consumables status
- Integrated address book consolidates all selectable destinations in one place, eliminating the need to search for destinations in multiple locations
- Standard McAfee embedded technology uses whitelisting technology to protect the operating system from potentially harmful files or functions
- Standard EIP architecture allows for integration with third-party software solutions to automate workflow and control costs
- Remote Control Panel can help IT staff by enabling them to remotely view and take control of the user interface to troubleshoot helpdesk calls

## WEAKNESSES

- No sensor to detect when output tray capacity is reached when not equipped with an optional finisher
- No access to features for up to three minutes when the machine is being powered up from a cold start
- Default driver names are not easily identifiable
- Users must first close several pop-up screens prior to programming a scan or copy job when device is misfed or out of paper
- No encryption support for USB files
- Email alerts cannot be sent to users when copy or scan jobs are complete
- Only some of the selections for a typical print job are available on the first print driver tab; no point-and-click support for selection of paper source and output destination
- Separate menus for the various scan to destinations on the control panel require users to toggle back and forth between multiple screens
- No preview support at scan menu or for USB jobs
- Inability to send scan to email or copy jobs to mailboxes

## TEST RESULTS AND OBSERVATIONS

+, – and ○ represent positive, negative and neutral attributes, respectively.



### RELIABILITY

VERY GOOD

- + The WorkCentre 7835 is based on an engine that completed its 90,000-impression durability test with seven misfeeds and no service required, for an overall misfeed rate of 12,857 impressions.
- BLI normally tests office-level multifunction products in this speed range configured with optional finishers. When initially installed in BLI's lab, the device that the WorkCentre 7835 is based on was configured without a finisher. In that configuration, BLI technicians noted that there is no sensor in the output tray to detect when the 500-sheet capacity is reached, which resulted in the tray overflowing and the device misfeeding. While many organizations may never run long jobs that would exceed the output tray capacity, in BLI's test this design issue accounted for three misfeeds in the first 12,453 impressions, for a misfeed rate of 1 per 4,151 impressions. After the Professional finisher was installed, the device completed the remainder of the test (77,547 impressions) with four additional misfeeds for a much improved misfeed rate of 1 per 19,386 impressions.
- + The drums, transfer belt cleaner, fuser and waste toner are all user-replaceable, which eliminates the downtime that would otherwise be required for service to replace these items.



### MULTITASKING

EXCELLENT

- + The device experiences virtually no delay between jobs, and the number of print and copy jobs that can be stored to the device is limited only by memory.
- + The device took just 20 seconds to download 15 print jobs.
- + Unlike with most other units tested, the next copy or scan job can be programmed ahead while the originals of the current copy or scan job are still being scanned.
- + Secure print jobs can be released while printing, scanning and copying, and also while jobs are being scanned through the document feeder, which is rare.
- Although users can scan a job to a destination and copy a job to memory when the device is misfed or out of paper, because an override key is not provided, it takes a number of keystrokes to first close the misfeed removal animation screens before programming the next scan or copy job. These screens repeatedly pop up until the issue is resolved.
- While the machine is jammed or out of paper, print jobs are still downloaded from the network.

- Users must press the Program Next Job key before programming each copy job in default settings.
- By default, copy jobs take priority over print jobs. While administrators can change the priority level of the device, the process is somewhat complicated, with 16 different levels to set. BLI recommends simplifying the process by offering just three levels—set print as priority, set copy as priority, or first in, first out.
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## ADMINISTRATIVE UTILITIES

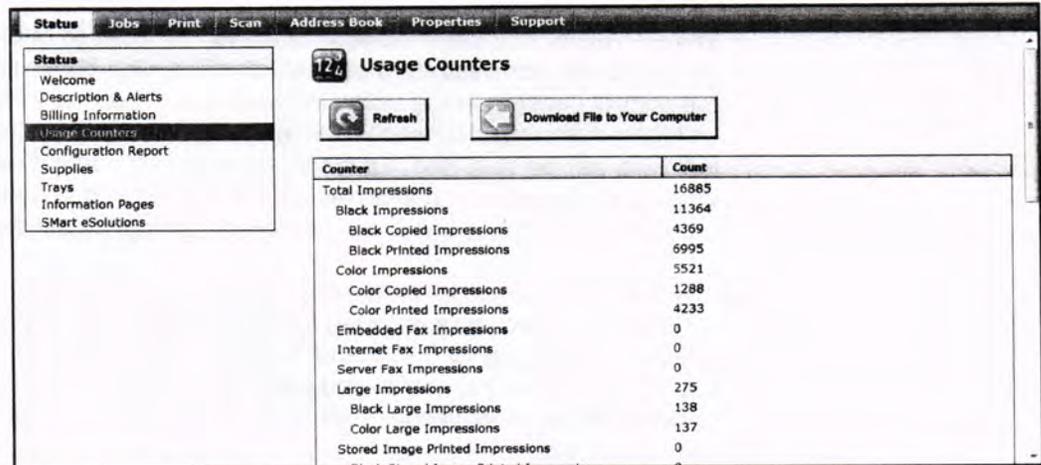
EXCELLENT

- + The WorkCentre 7835's web utility was found to offer above average overall ease of use. Usability has been simplified from prior generations, with more graphical administrator management screens and an integrated address book. With the integrated address book, users can freely pick and choose what information, which is initially determined by the administrator, to view for each contact, such as first name, last name, email address and fax number, program contacts as favorites, and program all possible destinations from the same book, including email, fax and Internet fax.
- + The web utility provides highly detailed consumables status on toner, imaging units, transfer belt cleaner and secondary transfer roll, all in 1 percent increments. Status for toner and imaging units also includes pages and days remaining in current life. Waste toner is indicated as OK or Replace.

Component	Status	Life Remaining	Estimated Pages / Days
<b>Toner Cartridges</b>			
Black Toner	Replace	47%	12990 / 1
Cyan Toner	Replace	30%	4650 / 1
Magenta Toner	Replace	47%	7385 / 2
Yellow Toner	Replace	0%	0 / 0
<b>Drum Cartridges</b>			
Drum Cartridge (R1)	OK	84%	87040 / 11
Drum Cartridge (R2)	OK	88%	92480 / 28
Drum Cartridge (R3)	OK	70%	95200 / 29
Drum Cartridge (R4)	OK	88%	92480 / 28
<b>Waste Toner Container</b>			
Waste Toner Container	OK		
<b>Serviceable Parts</b>			
Transfer Belt Cleaner	Replace	44%	71360 / 9
Second Bias Transfer Roll	OK	96%	111360 / 14

Centerware Internet Services, the embedded web utility.

- The paper size in each drawer is also indicated, while the amount of paper in each drawer is indicated, though only as full or empty.



Counter	Count
Total Impressions	16885
Black Impressions	11364
Black Copied Impressions	4369
Black Printed Impressions	6995
Color Impressions	5521
Color Copied Impressions	1288
Color Printed Impressions	4233
Embedded Fax Impressions	0
Internet Fax Impressions	0
Server Fax Impressions	0
Large Impressions	275
Black Large Impressions	138
Color Large Impressions	137
Stored Image Printed Impressions	0

The web utility provides highly detailed usage counters.

- + Error messages are provided for misfeeds and other device conditions. Low supply warnings sent to administrators can be customized from 20 percent to 1 percent in 1-percent increments. Email alerts can also be automatically sent to administrators when errors occur and consumables are low or depleted. There can be up to three groups, with each group containing up to five email addresses. Meter readings and email alerts can also be automatically sent to dealers.
- + Administrators can assign access codes to users and groups so that usage can be restricted and tracked by user and group for each function.
- Email alerts for completed print, copy or scan jobs are not offered.
- + With the WorkCentre 7835's integrated address book, addresses can be programmed remotely via the web utility; adding or deleting of addresses from the address book is reserved for administrators. Favorites or frequently used settings are also available. The address book can also be exported in CSV format.
- + Cloning device settings from one WorkCentre 7835 to others in the organization via the web utility is highly customizable; settings available include accounting, audit log, e-mail, Smart eSolutions, print settings, authentication, fax, job management, network scanning, connectivity settings, Internet fax, security, power saver and templates.
- Status information is available for active and saved print jobs, and active scan jobs.
- No status information is provided on copy jobs. Moreover, job history is not provided at the utility.
- Information provided includes user name/ID, number of sets programmed for a print job, file name for print jobs and application name for print jobs.

- + An electronic meter counter at the web utility includes details on color and black prints and copies, and total scanned pages, as well as total color pages, total black pages, and total pages.
- + The web utility includes a mailbox operation for storage of print and workflow scanning jobs, whereby administrators can set up private and public boxes that can be viewed at the control panel or in the utility. Passwords can be one to 64 characters. Settings can be highly customized for each user. In addition to output color and simplex/duplex, original type can be specified. Administrators can also specify set periods of time for how long jobs will remain in mailboxes. The ability to delete public boxes is reserved for the administrator. Further, users can only create private boxes that are password-protected.
- + The web utility allows for direct printing of files in PDF, PCL, PostScript, TIFF, JPEG and XPS formats. Features supported for direct printing include duplex, color or black mode, collate, quantity up to 9,999 and finishing options, including staple, hole punch and fold. In addition to paper size and paper drawer, users can specify the type and color of paper. Selections for secure print and sample print, but not for reprint and delay print, are supported.
- + Printer firmware can be easily updated using the web utility or manually through the USB port on the machine after downloading the update file from Xerox. Printer/scan drivers can be easily updated online using the Xerox web utilities.
- + Administrators can log into the web utility while the device is in use and save changes to the device.
- + The User Permissions feature allows administrators to create roles for all users or specific users when printing or using the control panel. Administrators can specify when users can print in black and white or color, if they can print in simplex, what job types can be printed, and which paper trays can be used. Administrators can also customize the print driver's default application settings so that, for example, PowerPoint presentations can be set to always print in duplex, or Outlook e-mails can be set to always print in black and white, or jobs can be printed in color only during certain hours of the day. These customized settings will be dynamically reflected in the print driver.
- + CentreWare Web, which is available as a free download from Xerox's website, is a device management utility with an uncluttered, customizable interface. Though it lacks drag-and-drop support, the utility makes it easy to execute tasks, thanks in large part to various wizards accessible via the program's home page. Monitoring and management features are strong, and CentreWare Web provides more reporting options than most competing utilities.
- + Xerox's Remote Control Panel allows administrators or users to remotely operate the WorkCentre 7835's control panel from an office PC via the web utility. This makes it easier to train users and for IT staff to remotely view and monitor the user interface. Admins can enable Remote Control Panel for administrators only, for admins and diagnostics users only, or for all users. Additionally, admins can block or allow access to the local control panel when a remote session is active; a warning message appears on the screen when the control panel is being used remotely.

- + Xerox offers Smart eSolutions, which provides two applications for automating device management. MeterAssistant automatically collects and securely submits the device's meter reads using a built-in audit process to increase billing accuracy. SuppliesAssistant proactively manages toner supplies and monitors usage to make sure the customer has the correct amount of supplies at the right time. Both utilities can be downloaded from Xerox's website free of charge.
- + Xerox Standard Accounting tracks copies, prints, scans and faxes. The utility is embedded in the software of the device; no additional third-party applications are required. Setup of different types of accounts is enabled via the web utility. Up to 2,500 user IDs and 500 group accounts are available. Both administrators and users can generate usage reports.



### FEEDBACK TO WORKSTATIONS

EXCELLENT

- + The WorkCentre 7835 offers feedback through its bidirectional print drivers, so there is no need to install additional software.
- + Moreover, the information provided is highly detailed, and includes the amount of paper in each drawer in 1-percent increments, as well as a toner gauge, also in 1-percent increments. Toner and paper gauges are located on the bottom of the print driver window, regardless of the tab being viewed. Job status for completed and active jobs is also supported within the driver. Paper status further includes the color and type of paper loaded in each drawer. Detailed messages such as front door open and toner near end of life are also supported.
- While feedback on the drums and waste container are not provided within the driver, the drivers do feature a link to the web utility, which provides information on drum life remaining in 1-percent increments, and waste container as Ok or Full.
- Gauges for the staple cartridge and fuser are not provided at the drivers or at the web utility.
- + Pop-up messages are available via the bidirectional drivers for print job completion and deletion, as well as when the selected drawer is out of paper. Pop-up messages appear in one window and dissolve automatically.
- Pop-up messages are not available for when the output tray is full, the printer is offline, or a misfeed occurs, so users must proactively seek out this information via the drivers or the web utility, where this information is readily available.
- + Audible alerts for print job completion are available.



## EASE OF NETWORK SETUP

EXCELLENT

- + The feedback utility is built into the driver, and therefore no software outside of the drivers needs to be installed on the system.
- + Installation of the drivers is simple. The CD auto-launches upon insertion into the drive, and all the drivers can be installed in one session in 10 clicks. The port is automatically created during installation.
- + All accessories are automatically located once the drivers are installed, and administrators do not have to initiate this capability, which is rare.
- + During the initial installation, the administrator is prompted with a screen to enter the network settings. This is not seen on most devices and greatly simplifies installation.
- The default names of the installed drivers are more cryptic than what is found on other systems and not easily identified by the user, though they can be manually changed. Some competitive devices have the drivers more clearly named from install, and others let users rename them during the install.
- When administrators click on Printer Management Links and Additional Drivers, they are linked directly to the area on Xerox's website from which they can download Xerox's Mobile Express and Global Print drivers, as well as firmware and a font management utility, once they enter the device model number and operating system of the drivers.



## PRINT DRIVERS

VERY GOOD

- The WorkCentre 7835 comes equipped with a 1.2-GHz processor, along with standard PCL 5c/6 and Adobe PostScript 3 drivers; XPS drivers are optional.
- Resolution modes include Standard (600 x 600 dpi), High Resolution (1200 x 1200 dpi) and Enhanced (2400 x 1200 dpi).
- + The PCL and PostScript print drivers are very similar in appearance and layout, which makes navigating their screens easier for users who need to switch between them for different types of jobs.
- + The drivers are defaulted to duplex mode.
- + The drivers feature four tabs (Printing Options, Image Options, Document Options and Advanced), and most of the selections for a typical print job are available on the first tab. These include job type, paper source, duplex and most finishing selections.
- Quantity and orientation are located on the Advanced tab.

# CERTIFICATE OF RELIABILITY

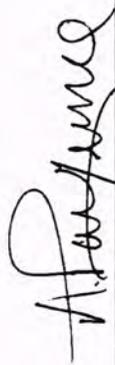
Awarded to

**XEROX CORPORATION**

for the performance of the

Xerox WorkCentre 7835 with Professional Finisher

in BLI's in-house durability test.



ANTHONY F. POLIERONE  
MANAGING DIRECTOR

DECEMBER 2013

DATE

This is to certify that when subjected to a 90,000-impression Buyers Lab durability test, the Xerox WorkCentre 7835 with Professional Finisher proved to be a highly reliable product.

**BUYERS LABORATORY LLC**

THE LEADING INDEPENDENT OFFICE PRODUCTS TEST LAB AND BUSINESS CONSUMER ADVOCATE

NORTH AMERICA ■ EUROPE ■ ASIA ■ [WWW.BUYERSLAB.COM](http://WWW.BUYERSLAB.COM)

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# EXHIBIT A



## Lease Agreement

Customer: MARTINEZ, CITY OF

Bill To: CITY OF MARTINEZ  
FINANCE DEPT  
525 HENRIETTA ST  
MARTINEZ, CA 94553-2337

Install: CITY OF MARTINEZ  
525 HENRIETTA ST  
MARTINEZ, CA 94553-2337

State or Local Government Negotiated Contract : 072164800

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	<b>5865APT (5865A PT/COP/4TRAY)</b> - 3-hole - Ofcfin Only - Office Finisher-rohs - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5665 S/N WTM778874 Trade-In as of Payment 63 <i>Kitchen</i>	9/15/2014
2.	<b>5865APT (5865A PT/COP/4TRAY)</b> - 3-hole - Ofcfin Only - Office Finisher-rohs - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5665P S/N WTM778922 Trade-In as of Payment 62 <i>Police Dept.</i>	9/15/2014
3.	<b>5865APT (5865A PT/COP/4TRAY)</b> - 3-hole - Ofcfin Only - Office Finisher-rohs - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5655P S/N WTD069435 Trade-In as of Payment 55 <i>Planning Dept.</i>	9/15/2014
4.	<b>W7830P (W7830P PRNTR 3TRAY)</b> - 3-hole Punch(fin-lx) - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7328P S/N FKA941286 Trade-In as of Payment 62 <i>Corp Yard 300 Alhambra Ave.</i>	9/15/2014
5.	<b>W7835PT (W7835PT TANDEM)</b> - 3-hole Punch(fin-lx) - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7335P S/N FKA941333 Trade-In as of Payment 62 <i>Building Dept.</i>	9/15/2014

### Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 6 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and <b>Kaleigh Durket</b> <b>(415)305-9527</b> For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>	
Signer: Kathy Devries	Phone: (925)372-3572		
Signature: _____	Date: _____		

# Lease Agreement



## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5865APT	\$210.45	1: BLACK	All Prints	\$0.0049	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. 5865APT	\$210.45	1: BLACK	All Prints	\$0.0049	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. 5865APT	\$210.45	1: BLACK	All Prints	\$0.0049	- Consumable Supplies Included for all prints - Pricing Fixed for Term
4. W7830P	\$168.54	1: BLACK 2: COLOR	All Prints All Prints	\$0.0050 \$0.0490	- Consumable Supplies Included for all prints - Pricing Fixed for Term
5. W7835PT	\$173.69	1: BLACK 2: COLOR	All Prints All Prints	\$0.0050 \$0.0490	- Consumable Supplies Included for all prints - Pricing Fixed for Term
<b>Total</b>	<b>\$973.58</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

# Lease Agreement



BillTo: CITY OF MARTINEZ  
 FINANCE DEPT  
 525 HENRIETTA ST  
 MARTINEZ, CA 94553-2337

Install: CITY OF MARTINEZ  
 LEISURE SERVICES  
 2ND FLOOR  
 525 HENRIETTA ST  
 MARTINEZ, CA 94553-2337

State or Local Government Negotiated Contract : 072164800

Solution			
Item	Product Description	Agreement Information	Trade Information
1. 5865APT (5865A PT/COP/4TRAY)	<ul style="list-style-type: none"> <li>- 3-hole - Ofcfin Only</li> <li>- Office Finisher-rohs</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5665P S/N WTM778916 Trade-In as of Payment 55 <i>Leisure Services</i>
			Requested Install Date: 9/15/2014

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5865APT	\$210.45	1: BLACK	All Prints	\$0.0049	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$210.45	Minimum Payments (Excluding Applicable Taxes)			

**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.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**SOLUTION/SERVICES:**

**4. 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.

**5. 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 final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

**6. CONSUMABLE SUPPLIES.** If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. 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 are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. 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 current meter reads and/or an inventory of Consumable Supplies in your possession.

**7. 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.

**8. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. 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 for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

**9. 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.

**10. SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license

## Terms and Conditions

to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand 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.

**11. 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.

**12. 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 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, provided that any on-site access to your facility will be during your normal business hours.

**PRICING PLAN/OFFERING SELECTED:**

**13. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon

at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

**14. PAYMENT.** Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

**15. 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.

**16. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**17. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

**18. 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 personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

**19. PURCHASE OPTION.** If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

**20. 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 cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

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

**GENERAL TERMS & CONDITIONS:**

**22. NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

**23. 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.

**24. LIMITATION OF LIABILITY.** Except for liability under the indemnification

## Terms and Conditions

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.

**25. CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

**26. 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.

**27. PROTECTION OF XEROX'S RIGHTS.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

**28. WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

**29. INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product 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.

**30. TITLE & RISK OF LOSS.** Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

**31. ASSIGNMENT.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) 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.

**32. 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-of-law 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.

**33. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



**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.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**SOLUTION/SERVICES:**

**4. 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.

**5. 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 final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

**6. CONSUMABLE SUPPLIES.** If "Consumable Supplies" is identified in Maintenance Plan features, Maintenance Services will include black toner and/or solid ink and color toner and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Depending on the Equipment model, Consumable Supplies may also include developer, fuser agent, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. 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 Consumables Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. 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 current meter reads and/or an inventory of Consumable Supplies in your possession.

**7. 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.

**8. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. 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 for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

**9. 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.

**10. SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license

## Terms and Conditions

to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand 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.

**11. 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.

**12. 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 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, provided that any on-site access to your facility will be during your normal business hours.

**PRICING PLAN/OFFERING SELECTED:**

**13. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon

at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

**14. PAYMENT.** Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

**15. 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.

**16. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**17. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

**18. 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 personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

**19. PURCHASE OPTION.** If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

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**23. 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.

**24. LIMITATION OF LIABILITY.** Except for liability under the indemnification

## Terms and Conditions

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.

**25. CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

**26. 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.

**27. PROTECTION OF XEROX'S RIGHTS.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

**28. WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

**29. INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product 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.

**30. TITLE & RISK OF LOSS.** Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Products insured against loss or damage and the policy will name Xerox as a loss payee.

**31. ASSIGNMENT.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) 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.

**32. 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-of-law 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.

**33. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

# Financial Analysis for CITY OF MARTINEZ

Prepared on 6/19/2014

# EXHIBIT B

## Current Costs

Trade Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Meter	Volume Band	Print Charges			Totals	
						Per Print Rate	AMPV	Above Plan		
1 WC5665P WTM778874	- Leased 60 of 60 DEFLT - 06/30/09	\$230.21	Included	TOTAL	All Prints	\$0.0060	10,943	10,943	\$65.66	\$295.87
2 WC5665P WTM778916	- Leased 52 of 52 DEFLT - 06/30/09	\$232.42	Included	TOTAL	All Prints	\$0.0060	21,727	21,727	\$130.36	\$362.78
3 WC5655P WTD067398	- Leased 52 of 52 DEFLT - 06/30/09	\$197.56	Included	TOTAL	All Prints	\$0.0060	14,391	14,391	\$86.35	\$283.91
4 WC5665P WTM778922	- Leased 59 of 60 - 07/02/09	\$230.21	Included	TOTAL	All Prints	\$0.0060	29,456	29,456	\$176.74	\$406.95
5 WC5655P WTD069435	- Leased 52 of 53 - 07/09/09	\$197.53	Included	TOTAL	All Prints	\$0.0060	6,278	6,278	\$37.67	\$235.20
6 WC7328P FKA941286	- Leased 59 of 60 - 07/15/09	\$165.62	Included	BW CLR	All Prints All Prints	\$0.0064 \$0.0590	1,324 1,010	1,324 1,010	\$11.12 \$59.59	\$236.33
7 WC7335P FKA941333	- Leased 59 of 60 - 07/17/09	\$165.98	Included	BW CLR	All Prints All Prints	\$0.0064 \$0.0590	3,321 6,327	3,321 6,327	\$27.90 \$373.29	\$567.17
<b>Xerox Total</b>		<b>\$1,419.53</b>	<b>\$0.00</b>				<b>94,777</b>		<b>\$968.67</b>	<b>\$2,388.20</b>

## Proposed Costs

New Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Meter	Volume Band	Print Charges			Totals	
						Per Print Rate	AMPV	Above Plan		
1 5865APT (5865A PTCOP/4TRAY)	- Lease - Term: 60 months	\$210.45	Included	1: BLACK	All Prints	\$0.0049	10,943	10,943	\$53.62	\$264.07
2 5865APT (5865A PTCOP/4TRAY)	- Lease - Term: 60 months	\$210.45	Included	1: BLACK	All Prints	\$0.0049	21,727	21,727	\$106.46	\$316.91
3 5865APT (5865A PTCOP/4TRAY)	- Lease - Term: 60 months	\$210.45	Included	1: BLACK	All Prints	\$0.0049	14,391	14,391	\$70.52	\$280.97
4 5865APT (5865A PTCOP/4TRAY)	- Lease - Term: 60 months	\$210.45	Included	1: BLACK	All Prints	\$0.0049	29,456	29,456	\$144.33	\$354.78
5 5865APT (5865A PTCOP/4TRAY)	- Lease - Term: 60 months	\$210.45	Included	1: BLACK	All Prints	\$0.0049	6,278	6,278	\$30.76	\$241.21
6 W7830P (W7830P PRNTR 3TRAY)	- Lease - Term: 60 months	\$168.54	Included	1: BLACK 2: COLOR	All Prints All Prints	\$0.0050 \$0.0490	1,324 1,010	1,324 1,010	\$6.62 \$49.49	\$224.65
7 W7835PT (W7835PT TANDEM)	- Lease - Term: 60 months	\$173.89	Included	1: BLACK 2: COLOR	All Prints All Prints	\$0.0050 \$0.0490	3,321 6,327	3,321 6,327	\$16.61 \$310.02	\$500.32
<b>Total</b>		<b>\$1,394.48</b>	<b>Included</b>				<b>90,880</b>		<b>\$988.07</b>	<b>\$2,182.91</b>

<b>Monthly Savings</b>	<b>\$205.29</b>
<b>Annual Savings</b>	<b>\$2,463.45</b>
<b>Contract savings</b>	<b>\$12,317.25</b>

Major Account Lease Pricing Exhibit

City of Martinez

RFP

QTY	Product/ Market Code	Accessories/Descriptions	CPM	Term (mos)	Periodic Base Charge	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Staples Included
5	5865APT	WorkCentre 5865 Printer/Copier w/ SPDH 4 Trays & Print Controller & Color Scanning, Initialization Kit OFF50FINR -2K RoHS Ofc Finisher MultiPos Staple 3HOLE -3 Hole Punch Kit	65	60	\$210.26	0	0	\$0.0049	N/A	Yes	No
1	W7830P	WorkCentre 7830 Printer with 3T Module (3 x 520 sheets), 520 Sheet Tray, 100 Sheet Bypass, 1x250 OCT, DADF, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scan, Server Fax, iFax, Std Output Tray, Left Side Tray, Init Kit OFCCFINRLX -Office Finisher FINLX-3HP -2/3-Hole Punch	30	60	\$168.94	0	0	\$0.0050	\$0.0490	Yes	No
1	W7835PT	WorkCentre 7835 Printer with Hi Cap Tandem Tray, (520 sheet, 2000 sheet A4/Letter), 520 sheet Tray, 100 Sheet Bypass, 1x250 OCT, DADF, EIP, Data Security, Job Based Accounting, PostScript, Full Network Scan, Server Fax, iFax, Std Output Tray, Init Kit OFCCFINRLX -Office Finisher FINLX-3HP -2/3-Hole Punch	35	60	\$173.77	0	0	\$0.0050	\$0.0490	Yes	No





# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
9/18/2014

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Alliant Insurance Services, Inc. 100 Pine Street, 11th floor San Francisco CA 94111 License No. 0C36861	PHONE (A/C, No, Ext): 415-403-1400	COMPANY Lexington Insurance Company
FAX (A/C, No): 415-874-4811	E-MAIL ADDRESS: lcampero@alliant.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID#:		
INSURED Municipal Pooling Authority (MPA) City of Martinez 1911 San Miguel Drive, suite 200 Walnut Creek, CA 94596, Attn: Teri Pacioni	LOAN NUMBER 072164800	POLICY NUMBER 017471589/01
	EFFECTIVE DATE 07/01/2014	EXPIRATION DATE 07/01/2015
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

### LOCATION/DESCRIPTION

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

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

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
All Risk of Direct Physical Loss or Damage and Flood excluding Earthquake. Coverage includes Real & Personal Property, Rental Income including bond Revenue requirements, Business Interruption, Extra Expense and All Extension and Sublimits of Coverage as shown on Manuscript Policy Form. Boiler & Machinery included in the Manuscript Policy Form.  Flood Dedicated Limit: \$25,000,000 Flood Deductible: \$250,000 for Flood Zones A and V, \$100,000 for All Other Flood Zones. Repair or Replacement Cost Valuation Subject to Policy Terms, Conditions and Exclusions	\$25,000,000 Loss Limits Per Occ.	\$25,000

## REMARKS (Including Special Conditions)

This Certificate is hereby issued as Evidence of property Coverage only.  
Re: Xerox, Contract 072164800.

## CANCELLATION

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

## ADDITIONAL INTEREST

NAME AND ADDRESS  Xerox Attn: Kaleigh M Durket 201 Mission Street, 6th Floor San Francisco CA 94105	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN # 072164800	
AUTHORIZED REPRESENTATIVE 		

**CPEPP PROPERTY SCHEDULE  
 CITY OF MARTINEZ (MPA)**

Real Property Trend Factor: 3.88%  
 Personal Property Trend Factor: 0.02%

September 19, 2014

Loc #	2nd Id	Address, City, Zip	Occupancy	Construction	Auto Spktr	Year Built	Year Apprs	Zone	Real Prop	Pers Prop	BI / Rents	Year	Real Property	Personal Property	BI / Rents	Totals
001		CITY HALL OFFICES/POLICE STATION 525 HENRIETTA ST.	26,114 SQ. FT. CITY HALL/POLICE STATION	Class: D ALL COMB (WOOD FRAME)	Yes	1925	2007	A2	Yes	Yes	Yes	2013	\$5,610,490	\$1,023,347	\$0	\$6,633,837
	ISO Code: 2	MARTINEZ CA 94553-2337	Pct. Sprmk: 100%	Notes: Building Class: D 4/2010: Added Electric Vehicle Charging Station in parking lot 12/08: Add \$70K for furniture, equip, carpet, contents in PD dispatch, 1/08: Appraised through Alliant; last appraised 12/31/04. New surveillance system. National Historical designation Alarms: FIRE & ENTRY				Flood: AO	Yes	Yes	Yes	2014	\$5,828,177	\$1,066,075	\$0	\$6,894,252
	Lat: 38.013683	Lng: -122.135298	Stories: 2													

Year	Real Property	Personal Property	BI / Rents	Totals	Year	Real Property	Personal Property	BI / Rents	Totals
2013	\$5,610,490	\$1,023,347	\$0	\$6,633,837	2014	\$5,828,177	\$1,066,075	\$0	\$6,894,252
2013	\$5,610,490	\$1,023,347	\$0	\$6,633,837	2014	\$5,828,177	\$1,066,075	\$0	\$6,894,252
2013	\$0	\$0	\$0	\$0	2014	\$0	\$0	\$0	\$0
2013	\$5,610,490	\$1,023,347	\$0	\$6,633,837	2014	\$5,828,177	\$1,066,075	\$0	\$6,894,252
2013	\$5,610,490	\$1,023,347	\$0	\$6,633,837	2014	\$5,828,177	\$1,066,075	\$0	\$6,894,252

SIGNED / ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



**City of Martinez**  
 525 Henrietta Street  
 Martinez, CA 94553  
 Phone (925) 372-3575

# 2014

**BUSINESS LICENSE**

**EXHIBIT D**

This license becomes null & void if ownership, business name or address is changed. All applicable building & zoning regulations pertaining to business location must be followed.

Business Location:

**Business License ID**  
6998

**Number**  
9137

**Type**  
PURVEYOR OF SERVICES

**Expires**  
12/31/2014

XEROX CORPORATION  
 ATTN:TAX DEPARTMENT  
 XEROX SQUARE 040A  
 ROCHESTER, NY 14644



**City of Martinez**  
 525 Henrietta Street  
 Martinez, CA 94553  
 Phone (925) 372-3575

**BUSINESS LICENSE**

This license becomes null & void if ownership, business name or address is changed. All applicable building & zoning regulations pertaining to business location must be followed.

Business Location:

**Business License ID**

**Number**

**Type**

**Expires**



**City of Martinez**  
 525 Henrietta Street  
 Martinez, CA 94553  
 Phone (925) 372-3575

**BUSINESS LICENSE**

This license becomes null & void if ownership, business name or address is changed. All applicable building & zoning regulations pertaining to business location must be followed.

Business Location:

**Business License ID**

**Number**

**Type**

**Expires**