



TOWN COUNCIL NOTICE & AGENDA

**REGULAR MEETING
TUESDAY, MARCH 14, 2023
6:00 PM**

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

***AMENDED* AGENDA PACKET – Items 2a and 2b added, attachments for 6b corrected**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a.** Update and presentation by Judge Dwyer regarding Chino Valley Municipal Court.
 - b.** Update on current legislation regarding overnight camping by Chief Wynn and Town Attorney McGuire.
- 3. CALL TO THE PUBLIC – Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.
- 4. CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

 - a.** Status reports by Mayor and Council regarding current events.
 - b.** Status reports by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.
- 5. CONSENT AGENDA**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a. Consideration and possible action to ratify the execution of the Exclusive Sales Listing Agreement between the Town of Chino Valley and CBRE; and to authorize the execution of the First Amendment thereto.
- b. Consideration and possible action to approve the Cooperative Purchasing Agreement with Dahill Office Technology Corporation dba Xerox Business Solution Southwest (XBSS) to provide copiers, supplies, equipment, and service for 60 months for \$96,989.40, and the Cooperative Purchasing Agreement with XBSS to provide printer supplies, service, and maintenance for 36 months for \$14,526.
- c. Consideration and possible action to authorize the Police Department to apply for and approve expenditure of funds for a Government of Highway Safety (GOHS) Grant.
- d. Consideration and possible action to approve Resolution No. 2023-1220 regarding an Intergovernmental Agreement (IGA) with the City of Prescott for repair and maintenance services of Chino Valley Police motorcycles.
- e. Consideration and possible action to approve the January 24, 2023, regular meeting minutes.
- f. Consideration and possible action to approve the January 24, 2023, study session minutes.
- g. Consideration and possible action to approve the Contract and Bill of Sale for two 2018 Police Chevrolet Tahoe's from the City of Cottonwood in the amount of \$66,400.00.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Public Hearing, consideration and possible action on the Final Plat for a 2-lot subdivision located at 19997 Old State Route 89, Chino Valley, Arizona, APN 306-40-028X
- b. Public Hearing, consideration and possible action on a Conditional Use Permit for a Mini Storage facility with a Commercial Retail component located directly east of Olsen's Grain, along State Route 89, Chino Valley, Arizona, APN 306-29-030D

7. ADJOURNMENT

Dated this 7th day of March, 2023.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

Council meetings are live-streamed on the Town of Chino Valley website and Facebook page.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _____

Time: _____

By: _____

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

a

ITEM TYPE:

Consent

MEETING DATE:

March 14, 2023

CONTACT PERSON:

**Maggie Tidaback,
Economic Development
Project Manager**

AGENDA ITEM TITLE:

Consideration and possible action to ratify the execution of the Exclusive Sales Listing Agreement between the Town of Chino Valley and CBRE; and to authorize the execution of the First Amendment thereto.

SUMMARY:

On July 28, 2021, the Town of Chino Valley hired CB Richard Ellis to market and possibly sell Town-owned land at Old Home Manor. The Town is currently in escrow for the sale of a 40-acre parcel to an RV park developer. Because the listing agreement has expired, the parties would like to extend it another year and provide for an additional three possible one-year extensions.

STAFF RECOMMENDATION:

Ratify the execution of the Exclusive Sales Listing Agreement between the Town of Chino Valley and CBRE; and authorize the execution of the First Amendment thereto.

FISCAL IMPACT?

No

Attachments

**FIRST AMENDMENT
TO THE
EXCLUSIVE SALES LISTING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
CBRE, INC.**

THIS FIRST AMENDMENT TO THE EXCLUSIVE SALES LISTING AGREEMENT (this “Amendment”) is entered into as of _____, by and between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and CBRE, Inc., a Delaware corporation (the “Broker”). The Town and the Broker may each be referred to herein individually as a “Party,” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties previously entered into an Exclusive Sales Listing Agreement on July 28, 2021, relating to Old Home Manor Industrial Park (the “Agreement”); and

WHEREAS, the Parties wish to enter into this Amendment to revise certain terms and conditions of the Agreement to modify the term thereof and provide for renewals.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to become legally bound, agree as follows:

1. **Incorporation of Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein have the meanings ascribed thereto in the Agreement.

2. **Modification of Term.** Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

1. This Agreement shall be effective as of the above date and shall remain in full force and effect until July 31, 2023 (the “Initial Term”), unless terminated as otherwise provided in this Agreement. This Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Broker requests, in writing, to renew this Agreement for an additional one-year term, and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager’s signature thereon, which approval may be withheld by the Town for any reason. The Broker’s failure to seek a renewal of this

Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Broker, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

3. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, each party affirmatively asserts that (i) the other party is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"Town"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"Broker"

CBRE, INC., a Delaware corporation

Catharine R. Teeter

By _____

Its Managing Director/Designated Broker



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

b

ITEM TYPE: Consent

MEETING DATE:

March 14, 2023

CONTACT PERSON:

Spencer Guest, IT Manager

AGENDA ITEM TITLE:

Consideration and possible action to approve the Cooperative Purchasing Agreement with Dahill Office Technology Corporation dba Xerox Business Solution Southwest (XBSS) to provide copiers, supplies, equipment, and service for 60 months for \$96,989.40, and the Cooperative Purchasing Agreement with XBSS to provide printer supplies, service, and maintenance for 36 months for \$14,526.

SUMMARY:

The Town's current copier lease and managed document services (MDS) agreements are expiring requiring the Town to seek a renewed contract. Xerox Business Solutions Southwest (XBSS) (formerly Arizona Office Technologies) has provided these services along with a Wells Fargo copier lease contract for the past 5 years. With the end to the previous contract, XBSS has supplied staff with a new proposal detailing the replacement and leasing of new copiers and maintenance and service contracts on the copiers and the Town's current printer fleet. The proposal includes a 60-month copier lease/cost per image agreement and copier maintenance service agreement (see AGR - CPA - Xerox (Dahill) - 60-Month Lease and Managed Services). The proposal also details an MDS agreement to service and maintain the Town's printer fleet for the next 36 months (see AGR - CPA - Xerox (Dahill) - 36-Month Managed Services). The new XBSS proposal compared with the previous agreement is approximately a \$100/month increase over the previous copier costs, due to the addition of 2 copiers not on the previous contract. The new proposal for the service and maintenance of printers is showing approximately a \$244/month decrease over the previous agreement. The new XBSS proposal utilizes the cooperative purchasing agreement pricing from Pace Cooperative Contract under the name Dahill Office Technology Corporation (dba Xerox Business Solutions Southwest).

STAFF RECOMMENDATION:

Approve the Cooperative Purchasing Agreement with Dahill Office Technology Corporation dba Xerox Business Solution Southwest (XBSS) to provide copiers, supplies, equipment, and service for 60 months for \$96,989.40, and the Cooperative Purchasing Agreement with XBSS to provide printer supplies, service, and maintenance for 36 months for \$14,526.

FISCAL IMPACT?

Yes - Various Departmental Line Items

Attachments

1. AGR - CPA - Xerox (Dahill) - 60-Month Lease and Manage
2. AGR - CPA - Xerox (Dahill) - 36-Month Managed Services

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
DAHILL OFFICE TECHNOLOGY CORPORATION
DBA XEROX BUSINESS SOLUTIONS SOUTHWEST**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of March 14, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Dahill Office Technology Corporation, a Texas corporation dba Xerox Business Solutions Southwest (the “Vendor”).

RECITALS

A. After a competitive procurement process, the Purchasing Association of Cooperative Entities (“PACE”) entered into PACE Purchasing Cooperative Sealed Proposal No. P00230 Copier Supplies, Equipment & Connectivity, award letter dated December 16, 2021 (the “PACE Contract”), for the purchase of copier supplies, equipment, and connectivity. A copy of the PACE Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such equipment and services under the PACE Contract, at its discretion and with the agreement of the awarded Vendor.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the PACE Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with the copiers, equipment, connectivity, and ongoing maintenance and supplies identified in Section 2 below (the “Equipment and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for 60 months from the date the Town accepts the Equipment and Services per Section 3 below (the “Term”) unless terminated as otherwise provided in this Agreement or the PACE Contract. The terms and conditions of the PACE Contract incorporated herein shall survive the termination or expiration thereof.

2. Scope of Work; Terms, Conditions, and Specifications. The Vendor shall provide the Town the Equipment and Services as more particularly set forth in the proposal (the “Scope of Work”) attached hereto as Exhibit B and incorporated herein by reference. The Vendor agrees to

comply with all the terms, conditions, and specifications set forth in the PACE Contract. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein.

3. Inspection; Acceptance. All Equipment and Services are subject to final inspection and acceptance by the Town. Equipment failing to conform to the requirements of this Agreement and/or the PACE Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Equipment or Services, the Town may elect to do either of the following by written notice to the Vendor: (A) waive the non-conformance or (B) bring Equipment or Service into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay the Vendor \$1,616.49 per month for a 60-month total amount not to exceed \$96,989.40 for Equipment and Services at the rates outlined in the Scope of Work.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Equipment and Services and upon submission and approval of the invoice(s). The invoice(s) shall (i) contain a reference to this Agreement and the PACE Contract and (ii) document the Equipment and Services delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and the PACE Contract will be subject to rejection and may be returned.

6. Safety Plan. The Vendor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Vendor's sole determination, the Services to be provided do not require a safety plan, the Vendor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

7. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 8 below, the Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on the Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 8 below. To the extent necessary for the Town to audit Records as outlined in this Section, the Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Vendor pursuant to this Agreement. The Vendor and its subcontractors shall provide the Town with adequate and

appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Vendor or its subcontractors reasonable advance notice of intended audits. The Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

8. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Vendor or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

9. Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

10. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

11. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

12. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations outlined in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations outlined in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, the PACE Contract, the Scope of Work, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the PACE Contract (collectively, the

“Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions outlined in this Agreement or under the PACE Contract shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement

14. Rights and Privileges. To the extent provided under the PACE Contract, the Town shall be afforded all of the rights and privileges afforded to PACE and its PACE Purchasing Cooperative members, and, as used in the portions of the PACE Contract incorporated herein by reference, all references to PACE or its member shall mean the Town.

15. Indemnification; Insurance. In addition to and in no way limiting the provisions outlined in Section 14 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to PACE to the extent provided under the PACE Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

16. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town

Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

With copy to:

GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Vendor:

Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest
8200 IH 10 West, Suite 400
San Antonio, TX 78230
Attn: William E. Stall

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

17. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

DAHILL OFFICE TECHNOLOGY
CORPORATION, a Texas corporation dba
Xerox Business Solution Southwest

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
DAHILL OFFICE TECHNOLOGY CORPORATION
DBA XEROX BUSINESS SOLUTIONS SOUTHWEST

[PACE Contract]

See following pages.



1314 Hines Avenue
San Antonio, TX 78208

Ph: 210.370.5204
Fx: 877.418.6544

December 16, 2021

Dahill Office Technology Corporation dba Xerox Business Solution Southwest
Attn: William E. Stall
8200 IH 10 West, Suite 400
San Antonio, TX 78230

Dear William E. Stall:

The PACE Purchasing Cooperative is pleased to announce that Dahill Office Technology Corporation has been awarded the contract for the items or services listed below:

Bid

Vendor

P00230 Copier Supplies, Equipment & Connectivity

Dahill Office Technology Corporation

This contract is effective 1/1/2022 and will expire on 12/31/2023. The contract may be renewed, if mutually agreed to by PACE and Dahill Office Technology Corporation.

PACE would like to offer a fee reduction if annual sales reach the \$700,000 level in any calendar year. For the remainder of that calendar year, a one percent reduction in the rate will be accepted.

We expect PACE and Dahill Office Technology Corporation to build a strong relationship to assist in increasing the efficiency of our PACE cooperative members. Please feel free to contact me so that we can work together with your staff to insure that they can support the contract and the cooperative membership.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Metzger", with a long horizontal flourish extending to the right.

Jim Metzger

PACE, Purchasing Coordinator

PACE PURCHASING COOPERATIVE
SEALED Proposal # P00230
Copier Supplies, Equipment and Connectivity

Submitted: November 4th, 2021

PACE Purchasing Cooperative

Attn: Mr. Jim Metzger, Purchasing Coordinator
1314 Hines Avenue,
San Antonio, Texas 78208

Xerox Business Solutions Southwest

8200 IH 10 W #400
San Antonio, TX 78230
P(210)805-8200 F(210)805-9733



xerox™
Business Solutions Southwest

PACE Purchasing Cooperative
Attn: Jim Metzger, Purchasing Coordinator
1314 Hines Avenue,
San Antonio, Texas 78208

Bonnie Garza
VP, Strategic Accounts

Xerox Business Solutions Southwest
8200 IH 10 W #400
San Antonio, TX 78230

Dear Mr. Metzger,

If awarded, Xerox Business Solutions Southwest will use the PACE Co-op Copier Supplies, Equipment and Connectivity contract as one of its primary marketing vehicles for Copiers & MFD's to PACE Coop members and encourage other qualifying organizations to join and use the Coop programs and contracts.

XBS Southwest feels that it is in a unique position to dovetail this opportunity with the award of Proposal #P00230 Copier Supplies, Equipment and Connectivity to leverage real value to the PACE Coop members. We feel we can offer the members total document infrastructure solutions that can optimize both existing assets and bring new solutions to enhance the members technology needs.

XBS Southwest uses its 360 Evaluation Process to help our clients understand the costs associated with the management and operation of their document infrastructure. We have included our response to the process we use to assist our clients in managing these costs and planning for future needs.

On behalf of the entire XBS Southwest Team, we appreciate your consideration of this proposal and look forward to your comments.

Sincerely,

Bonnie Garza
VP, Strategic Accounts

PACE Purchasing Cooperative

SEALED Proposal #P00230
Copier Supplies, Equipment and Connectivity

Tab 1: Strategy and Capability

Tab 2: Company History

Tab 3: Financials

Tab 4: PACE Purchasing Coop Catalog

Tab 5: Terms of Payment & Required Documents

Tab 1: Strategy and Capability

Strategy & Capability - Marketing

XBS Southwest has twelve full time dedicated government sales representatives and an additional 120 sales representatives in the state of Texas. XBS Southwest will provide printed material listing the items available through this contract, in addition provide meeting with sales representatives to continue this contract.

XBS Southwest will mail all state agencies a copy of the PACE contract. We will follow up with a phone call and attempt to set appointments with each agency. We will also let PACE members know that the XBS SW website will have a link for them to request an order to be placed as well as order service and supplies. PACE members will have an assigned sales representative. The customers can have onsite help for ordering equipment or software from trained sales and IT representatives.

XBS Southwest will continue to be involved in PACE tradeshow. We will be able to run current specials at some of the tradeshow. The PACE contract would be a greay way to get current customers to connect their copiers to the network and allow them to begin tracking usage and saving money.

Strategy & Capability - New Members

Through key staff, XBS Southwest will actively market the PACE contract to all of the members in the regions that we have chosen to support. We look forward to further developing these existing relationships with the positive award of this contract.

XBS Southwest's Geographical reach allows for additional customer relationship to be built, many of which will utilize the PACE contract. All XBS Southwest sales locations include:

San Antonio: 8200 IH-10 West, Suite 400, San Antonio, Texas 78230

Austin: 901 South Mopac Expressway, Building 2, Suite # 595, Austin, Texas 78746

Houston: 2100 West Loop South, Suite # 1300, Houston, Texas 77027

Dallas: 820 West Sandy Lake Rd, Suite # 100, Coppell, Texas 75059

Arizona: 4320 East Cotton Center Blvd., Suite #100, Pheonix, Arizona 85040

Colorado: 6251 Greenwood Plaza Blvd., Suite #101, Greenwood Village, Colorado 80111

Oklahoma: 100 N Mustang Road, Building 100, Dock #1, Yukon, Oklahoma 73099

New Mexico: 8920 Adams NE, Suite B, Albuquerque, New Mexico 87113

All sales representatives at the above locations will have available PACE contract and associated materials to market to customers requesting or eligible for this contract.

Account Specialists:

Public Sector Specialist - Terrie Day

Phone: (602) 346-3085 Cell: (602) 412-7132

Email: terrie.day@xerox.com

Public Sector Specialist - Lori Lyons

Phone: (602) 346-3002 Cell: (480) 200-1718

Email: lori.lyons@xerox.com

Public Sector Specialist - Matthew Schmelzle

Phone: (602) 346-3057 Cell: (480) 266-9338

Email: matthew.schmelzle@xerox.com

Public Sector Specialist - Rachel Hoegger

Phone: (520) 989-3224 Cell: (520) 405-7946

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Project Framework

Approach Methodology

The Xerox Business Solutions Southwest 360° Assessment serves as a gateway to discovering new and better ways to work with technology and handle the flow of information. Through years of collecting hard evidence and constructing thousands of assessments, we have identified seven core areas that drive the alignment of all technology and business process initiatives.

- » *Understand Your Corporate Culture.* In-depth look at the key factors of corporate culture that can be used to confirm that business strategies align to specific objectives. Define project goals using the voice of the customer.
- » *Inventory Technology.* Measure key aspects of the current process. Snapshot of your current technology environment including the identification of underutilized, obsolete and redundant assets.
- » *Analyze Usage.* Collect relevant data for all technology devices and information workflow assets using our diagnostic application that captures data from both networked and non-networked assets.
- » *Capture Costs.* Understand the total cost of ownership with an in-depth review of both the direct and indirect costs associated with technology device and information workflow asset usage as well as ongoing maintenance.
- » *Review Workflow.* Analyze the data to investigate cause-and-effect relationships. Blueprints how information flows and identifies any bottlenecks or inefficiencies. Seek out root cause of the inefficiencies.
- » *Examine Processes.* A thorough examination of administrative functions including procurement and internal IT processes. Improve or optimize the current process to create a new future state process.
- » *Study Sustainability.*
 - Sustainable working practices help companies become more environmentally friendly by:
 - Lowering energy consumption
 - Lowering CO2 output and emissions for an improved carbon footprint
 - Reducing paper waste
 - Using less consumables
 - Remaining energy conscious
 - Proper disposal of retired technology
- » *Control.* Ensure that any deviations from the future state process are corrected to stay on target. Implement control systems and frequently monitor the process.

The Xerox Business Solutions Southwest 360 Assessment is built on actual data, not estimates or projections. We provide you with a roadmap for establishing critical metrics - so we can continuously monitor, manage and analyze results for ongoing improvements.

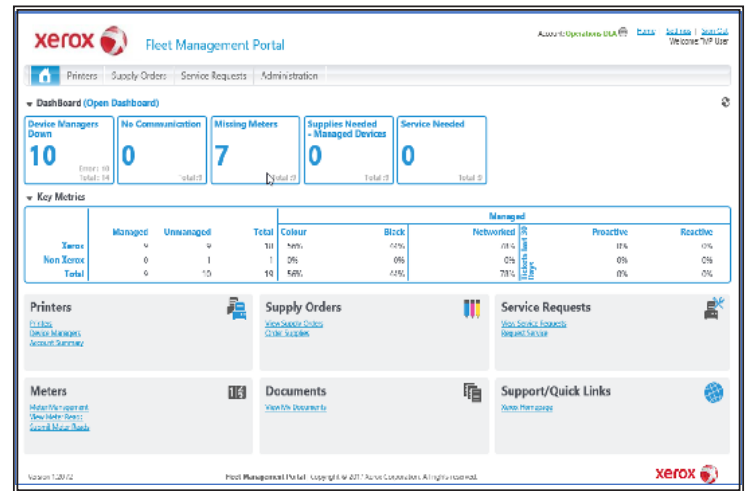


Fleet Management Portal

For operations managers who are accountable for ongoing fleet operations, the Fleet Management Portal and Dashboard offers critical insight.

Key Attributes:

- Turnkey setup and configuration
- Direct view into printer fleet in real-time
- Powerful printer & incidents grid
- Role segregation and configuration includes segregation by agent, customer and users
- Configurable and built-in panels
- Minimal administrative or management effort required
- Dashboard and the Account Key Metrics on homepage viewed at login (Partner)
- Multi-function drop down navigation bar
- Simplified Content panels
- Improved viewing across whatever devices you might be using to display the portal



Print Security Dashboard:

- Provide simple, easy-to-comprehend compliance results
- Take action on any non-compliant device or setting right from an interactive layer inside the dashboard, allowing for quick adjustments to any fleet
- Export any data so that it can be viewed outside of the application and brought into another format, such as Excel
- Provide a customer view of the dashboard in order to provide “proof” of compliance, without providing the ability to make any device changes; this access/view helps to prove that a fleet is in compliance with supporting real-time data

Fleet Management Dashboard:

- Authorized users can assess the health of the print infrastructure at any point in time
- Enter meter reads
- Request service
- Order supplies
- Quick links to other sites like Reporting and Documents (configurable)

Service Performance Dashboard:

- Drill down to any region in your fleet for a detailed view
- Review device availability, volume, and more
- Use real-time data to analyze uptime and usage, and justify new printer purchases, relocation, or consolidation

Embedded Device Management Software Provided Free of Charge:

Xerox Device Agent provides automated device meter reads, supplies, and status for effective management of your print devices. Proactive alert monitoring and remote problem resolution optimize your output environment for maximum uptime. This device management interface provides a dashboard view to key printer data and metrics at-a-glance, such as device model, IP address, serial number, device status, and primary toner and ink levels. Used with Xerox Services Manager, this powerful integration provides an industry benchmark service for your enterprise.

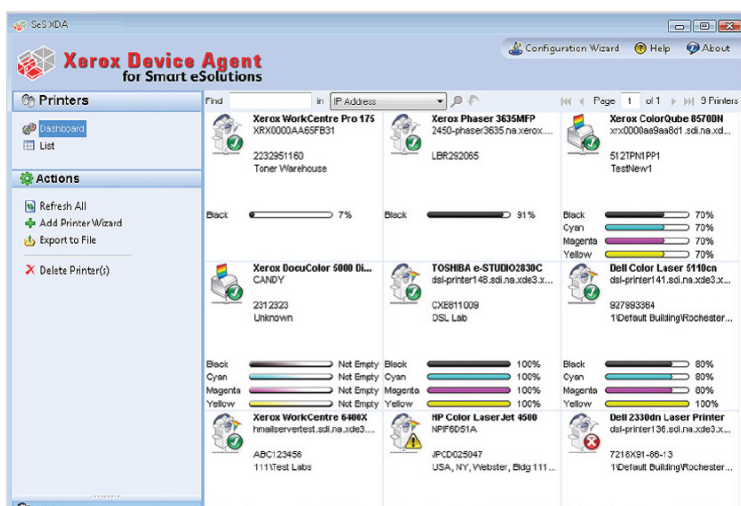
Vendor neutral view of print activity to networked devices enables accurate, timely and informed asset management decisions.

Supply and troubleshooting needs are quickly identified through alert features and dashboard views.
Seamless integration into your existing IT environment without additional software or third-party plug-ins.

Remote diagnostics and troubleshooting allow administrators to efficiently perform vital tasks from a remote site.

Key benefits:

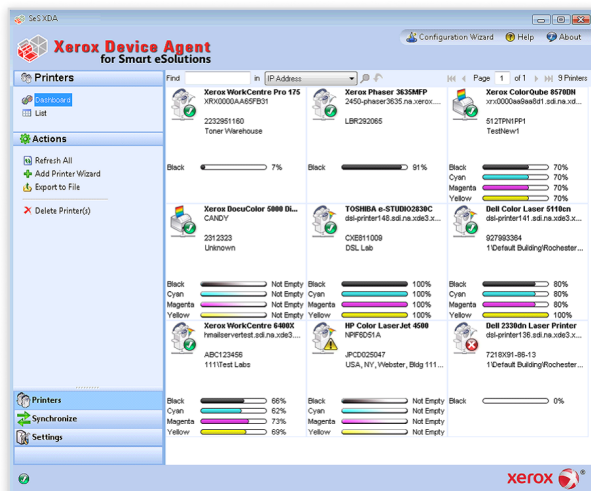
- Single solution available to download on a workstation or server
- Intuitive wizard-based installation and set up takes approximately 15 minutes
- Can detect up to 1,000 Xerox and non-Xerox devices
- Built in auto-reconnection that brings dropped-off devices back online
- Auto-discovery of newly installed devices
- Easy navigation to view and manage all networked devices
- Allows you to configure alert-message pop ups and emails
- Enables you to download device data into a single file extract
- Significantly improved connection reliability
- Works with products already registered via Device Direct method
- Automatic version upgrades available



Xerox® Device Agent for Smart eSolutions

The cutting-edge software that
monitors your devices for you.

Introducing a new remote services tool that streamlines automated device monitoring, letting you focus on what really matters: running a successful business.



XDA provides you with easy features to view and monitor every connected device.

Included with your Full Service Maintenance Agreement, Xerox Device Agent (XDA) for Smart eSolutions is new client software that leverages Xerox Managed Print Services technology. This scaled-down version of the full software offering captures and sends precise device data used for accurate automated billing and supplies replenishment. Designed for maximum simplicity, XDA for Smart eSolutions is easy to install and provides the most complete application for automated device monitoring.

Key benefits:

- Single solution available to download on a workstation or server
- Intuitive wizard-based installation and set up takes approximately 15 minutes
- Can detect up to 1,000 Xerox and non-Xerox devices
- Built in auto-reconnection that brings dropped-off devices back online
- Auto-discovery of newly installed devices
- Easy navigation to view and manage all networked devices
- Allows you to configure alert-message pop ups and emails
- Enables you to download device data into a single file extract
- Significantly improved connection reliability
- Works with products already registered via Device Direct method
- Automatic version upgrades available

XDA for Smart eSolutions

Comparison table of technical specifications

Features				General Application Information			
Features	SeS*	XDA for SeS*	CWW**	Local Windows® Client			
				✓	✓	✓	✓
				Locally Installed Web-based server: requires Internet Information Services (IIS) and SQL Server®			
		✓		Automatic Application Upgrade at Customer Site			
		✓		Maximum Number of Devices per Installation			
		-100	1000	-3000	Operates without User Logged On		
		✓			Supports Operation Disconnected from Server		
		✓			Online Help		
Device Discovery				✓	✓	✓	✓
		✓			Simple Subnet Discovery		
		✓	✓	✓	Multi-vendor Device Discovery		
		✓	✓	✓	Advanced Discovery Subnet Configuration (IP Sweep)		
		✓			Exceptions/Exclusions List		
		✓			Advanced Discovery Modes		
		✓			Direct (Local) Printer Discovery (via Queues) with Single Account Credentials		
		✓			Active Directory® Printer Discovery		
		✓			Discover Devices on IP v6 Addresses		
Device Monitoring Features				✓	✓	✓	✓
		✓			Device Dashboard View for Less-experienced Users		
		✓	✓	✓	Device List View Includes Grouping		
		✓	✓	✓	Device List View Includes Sorting and Filtering		
	✓	✓			View Printer Status		
	✓	✓			View Meters		
	✓	✓			View Supplies and Alerts		
	✓	✓			Easy Access to Printer Web Page		
	✓	✓			Static Built-in Groups		
	✓				Dynamic Grouping		
					Group Based Monitoring		
					Local Pop-up Alerts		
					Local E-mail Alerts		

* Smart eSolutions Windows client (previous version)
** CentreWare® Web

To learn more about XDA for Smart eSolutions and how easy it is to install, visit www.xerox.com/smartesolutions

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Features	SeS*	XDA	CWW**	Remote Management			
				Connectivity/Meter/Supplies Submission	Device Status Submission	Administrator/User Information Submission	
				✓	✓	✓	
					✓		
					✓		
Technologies Supported / Required							
		✓	✓	✓	✓	✓	✓
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Value Added Information

The following section represents additional value-add offerings that are out of the scope of this project. Please note that the inclusion of any of these tasks in the project scope will require a written approval by the client sponsor and additional cost and schedule changes will be assessed and added to the project budget and timeline.

In addition to our core business, Xerox Business Solutions Southwest carries additional products that bring additional value to our customers under one vendor.

The following is a list of our current strategic partners:

- Xerox Workplace Suite
- Xerox Workplace Cloud
- XMPie
- Kofax (Equitrac, Ecopy, Scan to EMR)
- Elactec (HID, Magnetic Strip Card Readers)
- ABBYY Advanced Image and Data Scraping (EOB Capture)
- PaperCut (Output Management Software)
- FM Audit (Meter collection and auto supply replenishment)
- SageCom (Xmedius fax server)
- Xerox DocuShare Flex (Document Management Software)
- Spiral Binding (Cutters, trimmers, drills, folders, etc.)
- EFI (Fiery, Digital Store Front Web-to-Print)
- Avanti (Web-to-Print, costing)
- Newline (Interactive White Boards)
- Epson (Specialty & wide format printers)
- KIP (Wide format plotters)
- Brother (Printers & MFPs)
- LMI (Non-OEM toner cartridges)
- MBM Shredders
- Unibind Binding Equipment
- Print Relief
- FP Postage, mailing, meters
- ACDI (coin-op, bill and charge solutions)

Additional Services we Provide

- Managed IT Services
- Variable Data Marketing
- Transactional Statement Printing
- Facilities Management support services
- Turnkey mail and copy centers



Managed Print Services Options

XBS Southwest utilizes the 'XBS Southwest 360 Program' as a complete print management program for fleet or printing devices. From Electronic monitoring, supply ordering and a full in-house specialized process to keep Businesses printing cost effectively and with maximum uptime, the XBS Southwest 360 Print Program may be customized to fit any members needs. At XBS Southwest, we have empowered every one of our sales Representatives with the tools necessary to perform an analysis and efficiently sell based on Member/ customer needs an effective print program.

The XBS Southwest 360 Managed Print Services program offers a full set of services and tolls to help manage a fleet effortlessly:

- Monthly Budgetable Printer Expense– XBS Southwest helps you gain control of your toner, supplies and services expenses tied to your desktop printers.
- Extend the lifetime of your assets– With strategic printer placement recommendations, printer support and printer service, XBS Southwest will help extend the life of your current printer fleet.
- Maximize your current infrastructure– After a full assessment, XBS Southwest will recommend solutions to increase productivity and right size your office equipment.
- Quarterly Business Reviews– Quarterly business meetings are scheduled to review customers account over the past quarter.

XBS Southwest offers a wide variety of print solutions. Whether it is taking over existing printer or placing new equipment in the filed, XBS Southwest has a solution for you:

- Remote Location Support– XBS Southwest can provide printers all over the US
- Current Equipment Support– XBS Southwest can support a wide variety of printer manufacturers and models.
- All Inclusive Print Program– Customer only pays for the service for the printer. Printer is provided by XBS Southwest. Never pay for a Printer again.

Tab 2: Company History

Official registered Name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, principal place of business, main telephone number, toll-free numbers, and facsimile numbers.

Dahill Office Technology Corporation dba Xerox Business Solutions Southwest

Wholly Owned Subsidiary of Xerox Corporation

D&B #: 121506281

SIC #: 7359

NAICS: 532420

Number of Employees: 551

Headquarters: 8200 IH-10 West, Ste. 400

San Antonio, TX 78230

Main Phone: (210)805-8200

Parent Company: Xerox

Total Employees: 10,000

Key contact authorized to respond to questions regarding this proposal and contract negotiation:

Bonnie Garza

VP, Strategic Accounts

Main Phone: (210)805-8200

Email: bonnie.garza@xerox.com

Servicing Xerox Business Solutions Southwest Branch

8200 IH 10 W #400

San Antonio, TX 78230

At Xerox Business Solutions Southwest, we partner with our customers to provide a long-term strategy for document technology, services and software for graphic communicating and office printing environments of any size. Our experts will help you capture costs, analyze usage and review workflow processes leveraging today's technology to determine the most efficient and cost effective solution for your individual needs.

Faster. Smarter. Greener. We offer a comprehensive solution that includes MFP integration, Managed Print Services, Production Printing, Document Management, Business Process Automation and Professional Services. From design to implementation to after sales support, our innovative approach provides process improvements that will keep you aligned with your business strategies.

As a Xerox company, Xerox Business Solutions Southwest provides your business with the resources and credibility of the world's leading enterprise for business process and document management with the agility and leadership of a locally managed company. Whether your business is local or nationwide, Xerox Business Solutions Southwest can be your single-source provider for every facet of document workflow.

- **Nationwide Resources:** As a Xerox Company, Xerox Business Solutions Southwest can provide unsurpassed first-party nationwide service. We centrally manage fleet reporting, escalation procedures, coverage and guaranteed rates.
- **Local Accountability:** Our local management staff is empowered by our company President to make crucial decisions to better serve our customers' needs in a timely manner.
- **Local Inventory:** Each Xerox Business Solutions Southwest branch location is equipped with on-site parts and supplies providing faster access and greater resources to our service technicians.
- **Competency:** Because we are locally operated, our staff understands the regional dynamics that impact our customers differently. We have the ability to make decisions in the best interest of our customers.
- **Local Billing:** We provide local billing that customize invoices, answer questions and resolve issues to provide a better customer experience.
- **Experience:** As the largest Office Technology Company headquartered in Texas, we are the leader in the transition for new hardware and software trends. We deliver solutions addressing a broad range of document requirements to our customers. We are setting new standards for workflow solutions.
- **Consistency:** We treat our customers as long term business partners. Our Business Review meetings keep us in touch with our clients to ensure that we are performing at the highest possible level of support.

Xerox Business Solutions Southwest's proven leadership is your assurance of powerful results

Company Facts

- Largest Office Technology company head quartered in Texas
- Servicing Texas and Oklahoma, as well as New Mexico, Colorado, Arizona and Wyoming
- Xerox Business Solutions Southwest provides service for over 1 Billion impressions/month
- Xerox Business Solutions Southwest Managed Print Services manages over 44 million prints per month
- 52,000 customers in Texas, Oklahoma, New Mexico, Colorado, Arizona and Wyoming
- \$4 million in local parts and supplies inventory

For over 30 years, XBS Southwest has provided superior document management hardware and software solutions to businesses throughout the Central Region. Headquartered in San Antonio, XBS Southwest represents the industry's leading document imaging companies offering a range of products. Our product portfolio includes Xerox MFP's and printers, Brother MFPs and Printers, Riso duplicators and high speed ink jet printers, KIP and Epson wide format printers, Sharp Interactive White Boards, Newline Smart Boards and other Technology Solutions.

xerox™

Business Solutions Southwest

Historical Information

- XBS Southwest was formed as Dahill Industries in 1987 in Texas. Selling and servicing the Sharp line of products, it quickly developed a strong reputation for knowing their customers, and their customers' needs through strong local management and staff. Dahill continued to expand and operate profitably. In 1999, Dahill was acquired by Global Imaging Systems (GISX), a leading provider of office technology solutions.
- At the time Global Imaging Systems was the fastest growing and most profitable publicly traded company in the office automation industry.
- Dahill was/is the largest Texas headquartered office equipment and solution provider in the state with 16 offices and over 50,000 machines in the field.
- Dahill was the Largest Sharp dealer in the United States and the second largest Konica Minolta dealer in the US. Dahill received the highest honors from both manufacturers for consistent service excellence.
- Dahill was selected to service over 1,500 machines on Texas based military bases.

Acquired by Xerox Corporation in May 2007

- Xerox acquired Global Imaging Systems for \$1.5 billion.
- The acquisition strengthened Xerox's distribution expansion strategy, increasing Xerox's small to mid-size businesses (SMB) by 50%.
- Added 200,000 new customers to Xerox that were currently served by Global Imaging.
- Dahill is a wholly owned subsidiary of Xerox Corporation, a \$22 billion company.
- Xerox is the world's leading Document Imaging and Document Management technology enterprise.

Company Values:

Since our inception, we have operated under the guidance of six core values:

- We behave responsibly as a corporate citizen
- We succeed through satisfied customers
- We deliver quality and excellence in all we do.
- We require premium return on assets.
- We use technology to develop market leadership.
- We value our employees.

XBS Southwest ensures that the above values are the forefront of all business actions by ensuring customer satisfaction, improving processes, committing to our goals and providing innovative ways to achieve them.

Tab 3: Financials

Xerox Holdings Corporation

Consolidated Statements of Income

(in millions, except per-share data)	Year Ended December 31,		
	2020	2019	2018
Revenues			
Sales	\$ 2,449	\$ 3,227	\$ 3,454
Services, maintenance and rentals	4,347	5,595	5,940
Financing	226	244	268
Total Revenues	7,022	9,066	9,662
Costs and Expenses			
Cost of sales	1,742	2,097	2,188
Cost of services, maintenance and rentals	2,533	3,188	3,473
Cost of financing	121	131	132
Research, development and engineering expenses	311	373	397
Selling, administrative and general expenses	1,851	2,085	2,379
Restructuring and related costs, net	93	229	157
Amortization of intangible assets	56	45	48
Transaction and related costs, net	18	12	68
Other expenses, net	45	84	271
Total Costs and Expenses	6,770	8,244	9,113
Income before Income Taxes and Equity Income	252	822	549
Income tax expense	64	179	247
Equity in net income of unconsolidated affiliates	4	8	8
Income from Continuing Operations	192	651	310
Income from discontinued operations, net of tax	—	710	64
Net Income	192	1,361	374
Less: Income from continuing operations attributable to noncontrolling interests	—	3	4
Less: Income from discontinued operations attributable to noncontrolling interests	—	5	9
Net Income Attributable to Xerox Holdings	\$ 192	\$ 1,353	\$ 361
Amounts attributable to Xerox Holdings:			
Income from continuing operations	\$ 192	\$ 648	\$ 306
Income from discontinued operations	—	705	55
Net Income Attributable to Xerox Holdings	\$ 192	\$ 1,353	\$ 361
Basic Earnings per Share:			
Continuing operations	\$ 0.85	\$ 2.86	\$ 1.17
Discontinued operations	—	3.17	0.23
Total Basic Earnings per Share	\$ 0.85	\$ 6.03	\$ 1.40
Diluted Earnings per Share:			
Continuing operations	\$ 0.84	\$ 2.78	\$ 1.16
Discontinued operations	—	3.02	0.22
Diluted Earnings per Share	\$ 0.84	\$ 5.80	\$ 1.38

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Holdings Corporation

Consolidated Statements of Comprehensive Income

(in millions)	Year Ended December 31,		
	2020	2019	2018
Net Income	\$ 192	\$ 1,361	\$ 374
Less: Income from continuing operations attributable to noncontrolling interests	—	3	4
Less: Income from discontinued operations attributable to noncontrolling interests	—	5	9
Net Income Attributable to Xerox Holdings	\$ 192	\$ 1,353	\$ 361
Other Comprehensive Income (Loss), Net⁽¹⁾			
Translation adjustments, net	\$ 241	\$ 62	\$ (242)
Unrealized gains (losses), net	4	(6)	16
Changes in defined benefit plans, net	69	(10)	409
Other Comprehensive Income, Net Attributable to Xerox Holdings	\$ 314	\$ 46	\$ 183
Comprehensive Income, Net	\$ 506	\$ 1,407	\$ 557
Less: Comprehensive income, net from continuing operations attributable to noncontrolling interests	—	3	4
Less: Comprehensive income, net from discontinued operations attributable to noncontrolling interests	—	5	9
Comprehensive Income, Net Attributable to Xerox Holdings	\$ 506	\$ 1,399	\$ 544

(1) Refer to Note 25 - Other Comprehensive Income (Loss) for gross components of Other Comprehensive Income, reclassification adjustments out of Accumulated Other Comprehensive Loss and related tax effects.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Holdings Corporation

Consolidated Balance Sheets

	December 31,	
	2020	2019
(in millions, except share data in thousands)		
Assets		
Cash and cash equivalents	\$ 2,625	\$ 2,740
Accounts receivable (net of allowance of \$69 and \$55, respectively) ⁽¹⁾	883	1,236
Billed portion of finance receivables (net of allowance of \$4 and \$3, respectively) ⁽¹⁾	99	111
Finance receivables, net	1,082	1,158
Inventories	843	694
Other current assets	251	201
Total current assets	5,783	6,140
Finance receivables due after one year (net of allowance of \$129 and \$86, respectively) ⁽¹⁾	1,984	2,082
Equipment on operating leases, net	296	364
Land, buildings and equipment, net	407	426
Intangible assets, net	237	199
Goodwill	4,071	3,900
Deferred tax assets	508	598
Other long-term assets	1,455	1,338
Total Assets	\$ 14,741	\$ 15,047
Liabilities and Equity		
Short-term debt and current portion of long-term debt	\$ 394	\$ 1,049
Accounts payable	983	1,053
Accrued compensation and benefits costs	261	349
Accrued expenses and other current liabilities	840	984
Total current liabilities	2,478	3,435
Long-term debt	4,050	3,233
Pension and other benefit liabilities	1,566	1,707
Post-retirement medical benefits	340	352
Other long-term liabilities	497	512
Total Liabilities	8,931	9,239
Commitments and Contingencies (See Note 21)		
Convertible Preferred Stock	214	214
Common stock	198	215
Additional paid-in capital	2,445	2,782
Treasury stock, at cost	—	(76)
Retained earnings	6,281	6,312
Accumulated other comprehensive loss	(3,332)	(3,646)
Xerox Holdings shareholders' equity	5,592	5,587
Noncontrolling interests	4	7
Total Equity	5,596	5,594
Total Liabilities and Equity	\$ 14,741	\$ 15,047
Shares of common stock issued	198,386	214,621
Treasury stock	—	(2,031)
Shares of Common Stock Outstanding	198,386	212,590

(1) Allowances at December 31, 2020 determined in accordance with ASU 2016-13 adopted effective January 1, 2020. Refer to Notes 1, 7 and 8 for additional information.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Holdings Corporation

Consolidated Statements of Cash Flows

(in millions)	Year Ended December 31,		
	2020	2019	2018
Cash Flows from Operating Activities			
Net income	\$ 192	\$ 1,361	\$ 374
Income from discontinued operations, net of tax	—	(710)	(64)
Income from continuing operations	192	651	310
Adjustments required to reconcile Net income to Cash flows from operating activities			
Depreciation and amortization	368	430	526
Provisions	147	73	70
Deferred tax expense	34	124	135
Net gain on sales of businesses and assets	(30)	(21)	(35)
Stock-based compensation	42	50	57
Restructuring and asset impairment charges	87	127	156
Payments for restructurings	(81)	(93)	(169)
Defined benefit pension cost	58	109	175
Contributions to defined benefit pension plans	(139)	(141)	(144)
Decrease in accounts receivable and billed portion of finance receivables	369	10	31
(Increase) decrease in inventories	(134)	109	17
Increase in equipment on operating leases	(118)	(153)	(248)
Decrease in finance receivables	183	101	166
Decrease (increase) in other current and long-term assets	8	(14)	29
(Decrease) increase in accounts payable	(123)	(47)	1
Decrease in accrued compensation	(189)	(94)	(111)
(Decrease) increase in other current and long-term liabilities	(165)	40	52
Net change in income tax assets and liabilities	(2)	(34)	41
Net change in derivative assets and liabilities	1	11	(14)
Other operating, net	40	6	37
Net cash provided by operating activities of continuing operations	548	1,244	1,082
Net cash provided by operating activities of discontinued operations	—	89	58
Net cash provided by operating activities	548	1,333	1,140
Cash Flows from Investing Activities			
Cost of additions to land, buildings, equipment and software	(74)	(65)	(90)
Proceeds from sales of businesses and assets	30	21	59
Acquisitions, net of cash acquired	(203)	(42)	—
Other investing, net	1	1	2
Net cash used in investing activities of continuing operations	(246)	(85)	(29)
Net cash provided by investing activities of discontinued operations	—	2,233	—
Net cash (used in) provided by investing activities	(246)	2,148	(29)
Cash Flows from Financing Activities			
Net payments on short-term debt	—	—	(5)
Proceeds from issuance of long-term debt	2,359	10	9
Payments on long-term debt	(2,226)	(960)	(311)
Dividends	(230)	(243)	(269)
Payments to acquire treasury stock, including fees	(300)	(600)	(700)
Other financing, net	(19)	(41)	(25)
Net cash used in financing activities	(416)	(1,834)	(1,301)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	10	—	(30)
(Decrease) increase in cash, cash equivalents and restricted cash	(104)	1,647	(220)
Cash, cash equivalents and restricted cash at beginning of year	2,795	1,148	1,368
Cash, Cash Equivalents and Restricted Cash at End of Year⁽¹⁾	\$ 2,691	\$ 2,795	\$ 1,148

(1) Balance at December 31, 2018 includes \$3 associated with discontinued operations.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Holdings Corporation

Consolidated Statements of Shareholders' Equity

(in millions)	Common Stock	Additional Paid-in Capital	Treasury Stock	Retained Earnings	AOCL ⁽¹⁾	Xerox Holdings Shareholders' Equity	Non- controlling Interests	Total Equity
Balance at December 31, 2017	\$ 255	\$ 3,893	\$ —	\$ 4,856	\$ (3,748)	\$ 5,256	\$ 37	\$ 5,293
Cumulative effect of change in accounting principles ⁽²⁾	—	—	—	120	—	120	—	120
Comprehensive income, net	—	—	—	361	183	544	13	557
Cash dividends declared-common ⁽³⁾	—	—	—	(251)	—	(251)	—	(251)
Cash dividends declared - preferred ⁽⁴⁾	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	49	—	—	—	50	—	50
Payments to acquire treasury stock, including fees	—	—	(700)	—	—	(700)	—	(700)
Cancellation of treasury stock	(24)	(621)	645	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(16)	(16)
Balance at December 31, 2018	\$ 232	\$ 3,321	\$ (55)	\$ 5,072	\$ (3,565)	\$ 5,005	\$ 34	\$ 5,039
Cumulative effect of change in accounting principle ⁽⁵⁾	—	—	—	127	(127)	—	—	—
Comprehensive income, net	—	—	—	1,353	46	1,399	8	1,407
Cash dividends declared-common ⁽³⁾	—	—	—	(226)	—	(226)	—	(226)
Cash dividends declared - preferred ⁽⁴⁾	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	22	—	—	—	23	—	23
Payments to acquire treasury stock, including fees	—	—	(600)	—	—	(600)	—	(600)
Cancellation of treasury stock	(18)	(561)	579	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(3)	(3)
Divestiture ⁽⁶⁾	—	—	—	—	—	—	(32)	(32)
Balance at December 31, 2019	\$ 215	\$ 2,782	\$ (76)	\$ 6,312	\$ (3,646)	\$ 5,587	\$ 7	\$ 5,594
Comprehensive income, net	—	—	—	192	314	506	—	506
Cash dividends declared-common ⁽³⁾	—	—	—	(209)	—	(209)	—	(209)
Cash dividends declared - preferred ⁽⁴⁾	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	21	—	—	—	22	—	22
Payments to acquire treasury stock, including fees	—	—	(300)	—	—	(300)	—	(300)
Cancellation of treasury stock	(18)	(358)	376	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(3)	(3)
Balance at December 31, 2020	<u>\$ 198</u>	<u>\$ 2,445</u>	<u>\$ —</u>	<u>\$ 6,281</u>	<u>\$ (3,332)</u>	<u>\$ 5,592</u>	<u>\$ 4</u>	<u>\$ 5,596</u>

(1) AOCL - Accumulated other comprehensive loss.

(2) Includes \$117 related to the adoption of the Revenue Recognition Standard ASU 2014-09 - Revenue from Contracts with Customers (ASC Topic 606), see Note 1 - Basis of Presentation and Summary of Significant Accounting Policies, and \$3 related to our share of Fuji Xerox's adoption of ASU 2016-01 - Financial Instruments - Classification and Measurement.

(3) Cash dividends declared on common stock for 2020, 2019 and 2018 were \$0.25 per share on a quarterly basis and \$1.00 per share on an annual basis.

(4) Cash dividends declared on preferred stock for 2020, 2019 and 2018 were \$20 per share on a quarterly basis and \$80 per share on an annual basis.

(5) Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies - Income Taxes for additional information related to the adoption of ASU 2018-02.

(6) Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies and Note 6 - Divestitures for additional information regarding divestitures.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Statements of Income

(in millions)	Year Ended December 31,		
	2020	2019	2018
Revenues			
Sales	\$ 2,449	\$ 3,227	\$ 3,454
Services, maintenance and rentals	4,347	5,595	5,940
Financing	226	244	268
Total Revenues	7,022	9,066	9,662
Costs and Expenses			
Cost of sales	1,742	2,097	2,188
Cost of services, maintenance and rentals	2,533	3,188	3,473
Cost of financing	121	131	132
Research, development and engineering expenses	311	373	397
Selling, administrative and general expenses	1,850	2,085	2,379
Restructuring and related costs, net	93	229	157
Amortization of intangible assets	56	45	48
Transaction and related costs, net	18	12	68
Other expenses, net	45	84	271
Total Costs and Expenses	6,769	8,244	9,113
Income before Income Taxes and Equity Income	253	822	549
Income tax expense	64	179	247
Equity in net income of unconsolidated affiliates	4	8	8
Income from Continuing Operations	193	651	310
Income from discontinued operations, net of tax	—	710	64
Net Income	193	1,361	374
Less: Income from continuing operations attributable to noncontrolling interests	—	3	4
Less: Income from discontinued operations attributable to noncontrolling interests	—	5	9
Net Income Attributable to Xerox	\$ 193	\$ 1,353	\$ 361
Amounts attributable to Xerox:			
Income from continuing operations	\$ 193	\$ 648	\$ 306
Income from discontinued operations	—	705	55
Net Income Attributable to Xerox	\$ 193	\$ 1,353	\$ 361

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Statements of Comprehensive Income

(in millions)	Year Ended December 31,		
	2020	2019	2018
Net Income	\$ 193	\$ 1,361	\$ 374
Less: Income from continuing operations attributable to noncontrolling interests	—	3	4
Less: Income from discontinued operations attributable to noncontrolling interests	—	5	9
Net Income Attributable to Xerox	<u>\$ 193</u>	<u>\$ 1,353</u>	<u>\$ 361</u>
Other Comprehensive Income (Loss), Net⁽¹⁾			
Translation adjustments, net	\$ 241	\$ 62	\$ (242)
Unrealized gains (losses), net	4	(6)	16
Changes in defined benefit plans, net	69	(10)	409
Other Comprehensive Income, Net Attributable to Xerox	<u>\$ 314</u>	<u>\$ 46</u>	<u>\$ 183</u>
Comprehensive Income, Net	\$ 507	\$ 1,407	\$ 557
Less: Comprehensive income, net from continuing operations attributable to noncontrolling interests	—	3	4
Less: Comprehensive income, net from discontinued operations attributable to noncontrolling interests	—	5	9
Comprehensive Income, Net Attributable to Xerox	<u><u>\$ 507</u></u>	<u><u>\$ 1,399</u></u>	<u><u>\$ 544</u></u>

(1) Refer to Note 25 - Other Comprehensive Income (Loss) for gross components of Other Comprehensive Income, reclassification adjustments out of Accumulated Other Comprehensive Loss and related tax effects.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Balance Sheets

(in millions)	December 31,	
	2020	2019
Assets		
Cash and cash equivalents	\$ 2,625	\$ 2,740
Accounts receivable (net of allowance of \$69 and \$55, respectively) ⁽¹⁾	883	1,236
Billed portion of finance receivables (net of allowance of \$4 and \$3, respectively) ⁽¹⁾	99	111
Finance receivables, net	1,082	1,158
Inventories	843	694
Other current assets	251	201
Total current assets	5,783	6,140
Finance receivables due after one year (net of allowance of \$129 and \$86, respectively) ⁽¹⁾	1,984	2,082
Equipment on operating leases, net	296	364
Land, buildings and equipment, net	407	426
Intangible assets, net	229	199
Goodwill	4,068	3,900
Deferred tax assets	508	598
Other long-term assets	1,455	1,338
Total Assets	\$ 14,730	\$ 15,047
Liabilities and Equity		
Short-term debt and current portion of long-term debt	\$ 394	\$ 1,049
Accounts payable	983	1,053
Accrued compensation and benefits costs	261	349
Accrued expenses and other current liabilities	750	918
Total current liabilities	2,388	3,369
Long-term debt	2,557	3,233
Pension and other benefit liabilities	1,566	1,707
Post-retirement medical benefits	340	352
Other long-term liabilities	494	512
Total Liabilities	7,345	9,173
Commitments and Contingencies (See Note 21)		
Additional paid-in capital	4,879	3,266
Retained earnings	5,834	6,247
Accumulated other comprehensive loss	(3,332)	(3,646)
Xerox shareholder's equity	7,381	5,867
Noncontrolling interests	4	7
Total Equity	7,385	5,874
Total Liabilities and Equity	\$ 14,730	\$ 15,047

(1) Allowances at December 31, 2020 determined in accordance with ASU 2016-13 adopted effective January 1, 2020. Refer to Notes 1, 7 and 8 for additional information.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Statements of Cash Flows

(in millions)	Year Ended December 31,		
	2020	2019	2018
Cash Flows from Operating Activities			
Net income	\$ 193	\$ 1,361	\$ 374
Income from discontinued operations, net of tax	—	(710)	(64)
Income from continuing operations	193	651	310
Adjustments required to reconcile Net income to Cash flows from operating activities			
Depreciation and amortization	368	430	526
Provisions	147	73	70
Deferred tax expense	34	124	135
Net gain on sales of businesses and assets	(30)	(21)	(35)
Stock-based compensation	42	50	57
Restructuring and asset impairment charges	87	127	156
Payments for restructurings	(81)	(93)	(169)
Defined benefit pension cost	58	109	175
Contributions to defined benefit pension plans	(139)	(141)	(144)
Decrease in accounts receivable and billed portion of finance receivables	369	10	31
(Increase) decrease in inventories	(134)	109	17
Increase in equipment on operating leases	(118)	(153)	(248)
Decrease in finance receivables	183	101	166
Decrease (increase) in other current and long-term assets	8	(14)	29
(Decrease) increase in accounts payable	(123)	(47)	1
Decrease in accrued compensation	(189)	(94)	(111)
(Decrease) increase in other current and long-term liabilities	(166)	40	52
Net change in income tax assets and liabilities	(2)	(34)	41
Net change in derivative assets and liabilities	1	11	(14)
Other operating, net	40	6	37
Net cash provided by operating activities of continuing operations	548	1,244	1,082
Net cash provided by operating activities of discontinued operations	—	89	58
Net cash provided by operating activities	548	1,333	1,140
Cash Flows from Investing Activities			
Cost of additions to land, buildings, equipment and software	(74)	(65)	(90)
Proceeds from sales of businesses and assets	30	21	59
Acquisitions, net of cash acquired	(194)	(42)	—
Other investing, net	1	1	2
Net cash used in investing activities of continuing operations	(237)	(85)	(29)
Net cash provided by investing activities of discontinued operations	—	2,233	—
Net cash (used in) provided by investing activities	(237)	2,148	(29)
Cash Flows from Financing Activities			
Net payments on short-term debt	—	—	(5)
Proceeds from issuance of long-term debt	852	10	9
Payments on long-term debt	(2,213)	(960)	(311)
Dividends	—	(181)	(269)
Payments to acquire treasury stock, including fees	—	(300)	(700)
Contributions from parent	1,494	—	—
Distributions to parent	(558)	(373)	—
Other financing, net	—	(30)	(25)
Net cash used in financing activities	(425)	(1,834)	(1,301)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	10	—	(30)
(Decrease) increase in cash, cash equivalents and restricted cash	(104)	1,647	(220)
Cash, cash equivalents and restricted cash at beginning of year	2,795	1,148	1,368
Cash, Cash Equivalents and Restricted Cash at End of Year⁽¹⁾	\$ 2,691	\$ 2,795	\$ 1,148

(1) Balance at December 31, 2018 includes \$3 associated with discontinued operations.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Statements of Shareholders' Equity

(in millions)	Common Stock	Additional Paid-in Capital	Treasury Stock	Retained Earnings	AOCL ⁽¹⁾	Xerox Shareholders' Equity	Non- controlling Interests	Total Equity
Balance at December 31, 2017	\$ 255	\$ 3,893	\$ —	\$ 4,856	\$ (3,748)	\$ 5,256	\$ 37	\$ 5,293
Cumulative effect of change in accounting principles ⁽²⁾	—	—	—	120	—	120	—	120
Comprehensive income, net	—	—	—	361	183	544	13	557
Cash dividends declared-common	—	—	—	(251)	—	(251)	—	(251)
Cash dividends declared-preferred	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	49	—	—	—	50	—	50
Payments to acquire treasury stock, including fees	—	—	(700)	—	—	(700)	—	(700)
Cancellation of treasury stock	(24)	(621)	645	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(16)	(16)
Balance at December 31, 2018	\$ 232	\$ 3,321	\$ (55)	\$ 5,072	\$ (3,565)	\$ 5,005	\$ 34	\$ 5,039
Cumulative effect of change in accounting principle ⁽³⁾	—	—	—	127	(127)	—	—	—
Comprehensive income, net	—	—	—	1,353	46	1,399	8	1,407
Cash dividends declared-common	—	—	—	(115)	—	(115)	—	(115)
Cash dividends declared-preferred	—	—	—	(7)	—	(7)	—	(7)
Dividends declared to parent	—	—	—	(183)	—	(183)	—	(183)
Transfers to parent	—	(175)	—	—	—	(175)	—	(175)
Stock option and incentive plans, net	—	18	—	—	—	18	—	18
Payments to acquire treasury stock, including fees	—	—	(300)	—	—	(300)	—	(300)
Cancellation of treasury stock	(11)	(344)	355	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(3)	(3)
Reorganization	(221)	446	—	—	—	225	—	225
Divestiture ⁽⁴⁾	—	—	—	—	—	—	(32)	(32)
Balance at December 31, 2019	\$ —	\$ 3,266	\$ —	\$ 6,247	\$ (3,646)	\$ 5,867	\$ 7	\$ 5,874
Comprehensive income, net	—	—	—	193	314	507	—	507
Dividends declared to parent	—	—	—	(606)	—	(606)	—	(606)
Capital contributions from parent ⁽⁵⁾	—	1,494	—	—	—	1,494	—	1,494
Transfers from parent	—	119	—	—	—	119	—	119
Distributions to noncontrolling interests	—	—	—	—	—	—	(3)	(3)
Balance at December 31, 2020	\$ —	\$ 4,879	\$ —	\$ 5,834	\$ (3,332)	\$ 7,381	\$ 4	\$ 7,385

(1) AOCL - Accumulated other comprehensive loss.

(2) Includes \$117 related to the adoption of the Revenue Recognition Standard ASU 2014-09 - Revenue from Contracts with Customers (ASC Topic 606), see Note 1 - Basis of Presentation and Summary of Significant Accounting Policies, and \$3 related to our share of Fuji Xerox's adoption of ASU 2016-01 - Financial Instruments - Classification and Measurement.

(3) Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies - Income Taxes for additional information related to the adoption of ASU 2018-02.

(4) Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies and Note 6 - Divestitures for additional information regarding divestitures.

(5) Primarily represents the contribution by Xerox Holdings Corporation of aggregate net debt proceeds received from its Senior Notes offerings in the third quarter of 2020 to Xerox Corporation. Refer to Note 16 - Debt for additional information regarding the Senior Notes offerings.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Tab 4: PACE Purchasing Coop Catalog

Notes:																

Product Descriptions & Accessories	Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
35 Base IOT w/High Capacity Tandem Tray Module - 130 sheet Single Pass DADF w/ 5B controller (two 520 sheet Trays, Trays 3&4 = 2000 sheets [LT/A4], 100 Sheet Bypass, Automatic Duplex, Two x 250 OCTs, 100 sheet face up tray, Exit 2 Inner tray), US standard 120V power cord, in-box neutral toner cartridges, drum cartridge installed. 120V / 15amp	EC8035H2	35/35	\$ 15,219.00	59%	\$ 6,240.00	\$ 291.05	\$ 203.47	\$ 159.71	\$ 133.40	Custom Quote	Custom Quote			0.0085	0.055
55 Base IOT w/High Capacity Tandem Tray Module - 130 sheet Single Pass DADF w/ 5B controller (two 520 sheet Trays, Trays 3&4 = 2000 sheets [LT/A4], 100 Sheet Bypass, Automatic Duplex, Two x 250 OCTs, 100 sheet face up tray, Exit 2 Inner tray), US standard 120V power cord, in-box neutral toner cartridges, drum cartridge installed. 120V / 15amp	EC8056H2	55/55	\$ 20,995.00	70%	\$ 6,282.00	\$ 293.01	\$ 204.84	\$ 160.78	\$ 134.30	Custom Quote	Custom Quote			0.0085	0.055
Optional Accessories for EC8035/ 8056 MFP															
Office Finisher LX (5B-Finisher)	097504920		\$ 2,500.00	70%	\$ 738.00	\$ 34.42	\$ 24.06	\$ 18.89	\$ 15.78						
1-Line Fax	497K22670		\$ 1,095.00	83%	\$ 189.00	\$ 8.82	\$ 6.16	\$ 4.84	\$ 4.04						
2/3 Hole Punch (Only available for OFFINLX)	497K03860		\$ 795.00	82%	\$ 140.00	\$ 6.53	\$ 4.57	\$ 3.58	\$ 2.99						
McAfee Integrity Control Enablement Kit	320500665		\$ 26.00	73%	\$ 7.00	\$ 0.33	\$ 0.23	\$ 0.18	\$ 0.15						
Wireless Print Kit	497K11500		\$ 99.00	68%	\$ 32.00	\$ 1.49	\$ 1.04	\$ 0.82	\$ 0.68						
Envelope Tray	497K18170		\$ 138.00	3%	\$ 134.00	\$ 6.25	\$ 4.37	\$ 3.43	\$ 2.86						
Convenience Stapler Assy	497K22460		\$ 328.00	0%	\$ 328.00	\$ 15.30	\$ 10.70	\$ 8.39	\$ 7.01						
Unicode International Printing Kit	320500290		\$ 88.00	2%	\$ 86.00	\$ 4.01	\$ 2.80	\$ 2.20	\$ 1.84						
Foreign Interface Kit	097505140		\$ 116.00	0%	\$ 116.00	\$ 5.41	\$ 3.78	\$ 2.97	\$ 2.48						
Booklet Unit for Office Finisher LX	497K03852		\$ 1,199.00	67%	\$ 398.00	\$ 18.56	\$ 12.98	\$ 10.19	\$ 8.51						
Mobility Plate	497K05270		\$ 206.00	2%	\$ 202.00	\$ 9.42	\$ 6.59	\$ 5.17	\$ 4.32						
VersaLink C7120 Color Laser Multifunction Printer, Print, Copy, Scan, STAND config, up to 20ppm, 7" UI, with 110 Sheet Duplex Document Handler, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Dual Catch Tray, Searchable PDF, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C7120S (MFP)	20/20	\$ 6,849.00	47%	\$ 3,658.00	\$ 170.62	\$ 119.28	\$ 93.62	\$ 78.20	Custom Quote	Custom Quote			0.0095	0.060
VersaLink C7120 Color Laser Multifunction Printer, Print, Copy, Scan, up to 20ppm, 7" UI, with 110 Sheet Duplex Document Handler, 4-520 Sheet Trays, 100 Sheet Bypass Tray, Dual Catch Tray, Searchable PDF, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C7120T (MFP- ORDER ONLY)	20/20	\$ 6,849.00	44%	\$ 3,858.00	\$ 179.95	\$ 125.80	\$ 98.74	\$ 82.48	Custom Quote	Custom Quote			0.0095	0.060
VersaLink C7125 Color Laser Multifunction Printer, Print, Copy, Scan, STAND config, up to 20ppm, 7" UI, with 110 Sheet Duplex Document Handler, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Dual Catch Tray, Searchable PDF, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C7125S (MFP- ORDER ONLY)	25/25	\$ 6,849.00	44%	\$ 3,829.00	\$ 178.60	\$ 124.86	\$ 98.00	\$ 81.86	Custom Quote	Custom Quote			0.0095	0.060
VersaLink C7125 Color Laser Multifunction Printer, Print, Copy, Scan, up to 20ppm, 7" UI, with 110 Sheet Duplex Document Handler, 4-520 Sheet Trays, 100 Sheet Bypass Tray, Dual Catch Tray, Searchable PDF, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C7125T (MFP)	25/25	\$ 6,849.00	41%	\$ 4,029.00	\$ 187.92	\$ 131.38	\$ 103.12	\$ 86.13	Custom Quote	Custom Quote			0.0095	0.060
VersaLink C7130 Color Laser Multifunction Printer, Print, Copy, Scan, STAND config, up to 30ppm, 7" UI, with 110 Sheet Duplex Document Handler, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Dual Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption), EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C7130S (MFP)	30/ 30	\$ 11,449.00	64%	\$ 4,171.00	\$ 194.55	\$ 136.01	\$ 106.75	\$ 89.17	Custom Quote	Custom Quote			0.0095	0.060
VersaLink C7130 Color Laser Multifunction Printer, Print, Copy, Scan, up to 30ppm, 7" UI, with 110 Sheet Duplex Document Handler, 4-520 Sheet Trays, 100 Sheet Bypass Tray, Dual Catch Tray, Searchable PDF, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C7130T (MFP)	30/ 30	\$ 12,099.00	64%	\$ 4,372.00	\$ 203.92	\$ 142.56	\$ 111.90	\$ 93.46	Custom Quote	Custom Quote			0.0095	0.060
VersaLink B7130 Black & White Laser Multifunction Printer, Print, Copy, Scan, STAND config, up to 30ppm, 7" UI, with 110 Sheet Duplex Document Handler, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption), EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	B7130S (MFP)	30	\$ 8,100.00	59%	\$ 3,316.00	\$ 154.67	\$ 108.13	\$ 84.87	\$ 70.89	Custom Quote	Custom Quote			0.0085	
VersaLink B7130 Black & White Laser Multifunction Printer, Print, Copy, Scan, up to 35ppm, 7" UI, 110 Sheet Duplex Document Handler, Tandem Tray Module, T1/2-520 Sheet Trays, T3-870, T4-1,130 Sheets, 100 Sheet Bypass Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scanning Kit, Billing Impression Mode Enabled	B7130H (MFP)	30	\$ 9,100.00	60%	\$ 3,675.00	\$ 171.41	\$ 119.83	\$ 94.06	\$ 78.56	Custom Quote	Custom Quote			0.0085	
VersaLink B7135 Black & White Laser Multifunction Printer, Print, Copy, Scan, STAND config, up to 30ppm, 7" UI, with 110 Sheet Duplex Document Handler, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption), EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	B7135S (MFP- ORDER ONLY)	35	\$ 9,100.00	56%	\$ 4,016.00	\$ 187.32	\$ 130.95	\$ 102.79	\$ 85.85	Custom Quote	Custom Quote			0.0085	
VersaLink B7135 Black & White Laser Multifunction Printer, Print, Copy, Scan, up to 35ppm, 7" UI, 110 Sheet Duplex Document Handler, Tandem Tray Module, T1/2-520 Sheet Trays, T3-870, T4-1,130 Sheets, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scanning Kit, Billing Impression Mode Enabled	B7135H (MFP)	35	\$ 10,100.00	57%	\$ 4,376.00	\$ 204.11	\$ 142.69	\$ 112.00	\$ 93.55	Custom Quote	Custom Quote			0.0085	
Optional Accessories for C7120/ C7130/ B7130/ B7135 MFP															
Integrated Office Finisher	097504847		\$ 999.00	15%	\$ 846.00	\$ 39.46	\$ 27.59	\$ 21.65	\$ 18.09						
Office Finisher - 50 sheet staple	097505019		\$ 1,999.00	29%	\$ 1,410.00	\$ 65.77	\$ 45.98	\$ 36.09	\$ 30.14						
PostScript Kit (B70XX ONLY)	497K17810		\$ 450.00	34%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
PostScript Kit (C70XX ONLY)	497K18340		\$ 450.00	34%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
Embedded 1-Line Fax w/ iFax	497K17750		\$ 1,095.00	68%	\$ 346.00	\$ 16.14	\$ 11.28	\$ 8.86	\$ 7.40						
Embedded 3-Line Fax w/ iFax	497K17760		\$ 1,495.00	48%	\$ 784.00	\$ 36.57	\$ 25.56	\$ 20.07	\$ 16.76						
Fax Over IP (B70XX ONLY)	497K17820		\$ 1,095.00	80%	\$ 224.00	\$ 10.45	\$ 7.30	\$ 5.73	\$ 4.79						
Fax Over IP (C70XX ONLY)	497K18330		\$ 1,095.00	80%	\$ 224.00	\$ 10.45	\$ 7.30	\$ 5.73	\$ 4.79						

Product Descriptions & Accessories	Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
2,000 Sheet High Capacity Feeder (Not Avail w/ Stand)	097504615		\$ 1,299.00	49%	\$ 666.00	\$ 31.06	\$ 21.72	\$ 17.05	\$ 14.24						
Booklet Maker Unit (Only available for OFC-FINLX)	497K20590		\$ 1,199.00	52%	\$ 581.00	\$ 27.10	\$ 18.95	\$ 14.87	\$ 12.42						
2/3 Hole Punch (Only available for OFC-FINLX)	497K20600		\$ 795.00	73%	\$ 213.00	\$ 9.93	\$ 6.95	\$ 5.45	\$ 4.55						
Envelope Tray Feed Kit (holds up to 60 envelopes; replaces Tray 1)	497K17720		\$ 349.00	46%	\$ 190.00	\$ 8.86	\$ 6.20	\$ 4.86	\$ 4.06						
Common Access Card Reader	497K19720		\$ 59.00	24%	\$ 45.00	\$ 2.10	\$ 1.47	\$ 1.15	\$ 0.96						
Foreign Interface Device Kit	498K14141		\$ 349.00	30%	\$ 246.00	\$ 11.47	\$ 8.02	\$ 6.30	\$ 5.26						
Unicode International Printing Kit	320S00290		\$ 299.00	71%	\$ 86.00	\$ 4.01	\$ 2.80	\$ 2.20	\$ 1.84						
Convenience Stapler - 50 sheet	498K08250		\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
Healthcare MFP	320S01058		\$ 579.00	0%	\$ 579.00	\$ 27.01	\$ 18.88	\$ 14.82	\$ 12.38						
Wireless Print Kit	497K16750		\$ 56.00	0%	\$ 56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
VersaLink B7125 Black & White Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 25ppm, 7" UI, 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	B71250 (Desktop)	30	\$ 6,100.00	62%	\$ 2,288.00	\$ 106.72	\$ 74.61	\$ 58.56	\$ 48.91	Custom Quote	Custom Quote			0.0095	0.060
VersaLink B7130 Black & White Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 30ppm, 7" UI, 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	B71300 (Desktop)	30	\$ 7,100.00	68%	\$ 2,288.00	\$ 106.72	\$ 74.61	\$ 58.56	\$ 48.91	Custom Quote	Custom Quote			0.0095	0.060
VersaLink B7135 Black & White Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 35ppm, 7" UI, 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	B71350 (Desktop)	35	\$ 8,100.00	63%	\$ 2,989.00	\$ 139.42	\$ 97.47	\$ 76.50	\$ 63.90	Custom Quote	Custom Quote			0.0095	0.060
VersaLink C7120 Color Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 20ppm, 7" UI, with 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C71200 (Desktop)	20/ 20	\$ 5,849.00	51%	\$ 2,869.00	\$ 133.82	\$ 93.55	\$ 73.43	\$ 61.33	Custom Quote	Custom Quote			0.0085	
VersaLink C7125 Color Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 25ppm, 7" UI, with 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C71250 (Desktop)	25/ 25	\$ 8,399.00	64%	\$ 3,040.00	\$ 141.79	\$ 99.13	\$ 77.81	\$ 64.99	Custom Quote	Custom Quote			0.0085	
VersaLink C7130 Color Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 30ppm, 7" UI, with 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C71300 (Desktop)	30/ 30	\$ 10,449.00	68%	\$ 3,383.00	\$ 157.79	\$ 110.31	\$ 86.58	\$ 72.32	Custom Quote	Custom Quote			0.0085	
Optional Accessories for B7130/ B7135/ C7120/ C7125/ C7130 Desktop															
Dual Catch Tray (Desktop Only)	497K17800		\$ 100.00	0%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14						
Integrated Office Finisher	097504847		\$ 999.00	15%	\$ 846.00	\$ 39.46	\$ 27.59	\$ 21.65	\$ 18.09						
PostScript Kit (B700X ONLY)	497K17810		\$ 450.00	34%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
PostScript Kit (C700X ONLY)	497K18340		\$ 450.00	34%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
Embedded 1-Line Fax w/ iFax	497K17750		\$ 1,095.00	68%	\$ 346.00	\$ 16.14	\$ 11.28	\$ 8.86	\$ 7.40						
Embedded 3-Line Fax w/ iFax	497K17760		\$ 1,495.00	48%	\$ 784.00	\$ 36.57	\$ 25.56	\$ 20.07	\$ 16.76						
Fax Over IP (B700X ONLY)	497K17820		\$ 1,095.00	80%	\$ 224.00	\$ 10.45	\$ 7.30	\$ 5.73	\$ 4.79						
Fax Over IP (C700X ONLY)	497K18330		\$ 1,095.00	80%	\$ 224.00	\$ 10.45	\$ 7.30	\$ 5.73	\$ 4.79						
Single Tray Module (1-520 Sheets)	097504910		\$ 499.00	0%	\$ 499.00	\$ 23.27	\$ 16.27	\$ 12.77	\$ 10.67						
Envelope Tray Feed Kit (holds up to 60 envelopes; replaces Tray 1)	497K17720		\$ 349.00	46%	\$ 190.00	\$ 8.86	\$ 6.20	\$ 4.86	\$ 4.06						
Common Access Card Reader	497K19720		\$ 59.00	27%	\$ 43.00	\$ 2.01	\$ 1.40	\$ 1.10	\$ 0.92						
Foreign Interface Device Kit	498K14141		\$ 349.00	30%	\$ 246.00	\$ 11.47	\$ 8.02	\$ 6.30	\$ 5.26						
Unicode International Printing Kit	320S00290		\$ 299.00	71%	\$ 86.00	\$ 4.01	\$ 2.80	\$ 2.20	\$ 1.84						
Convenience Stapler - 50 sheet	498K08250		\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
Healthcare MFP	320S01058		\$ 579.00	0%	\$ 579.00	\$ 27.01	\$ 18.88	\$ 14.82	\$ 12.38						
Wireless Print Kit	497K16750		\$ 56.00	0%	\$ 56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
Hard Disk Drive (Desktop Only)	497K17740		\$ 600.00	9%	\$ 546.00	\$ 25.47	\$ 17.80	\$ 13.97	\$ 11.67						
VersaLink C8000 Color Laser Printer, up to 45 PPM, Letter/Legal/Tabloid, 12x18", 5" swipe UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, 2-520-Sheet Paper Trays, 150-Sheet Bypass Tray, Duplex, Billing Impression Mode OFF, 110V (Optional 320GB Hard Drive)	C8000DT	45/ 45	\$ 2,949.00	0%	\$ 2,949.00	\$ 137.55	\$ 96.16	\$ 75.48	\$ 63.04	Custom Quote	Custom Quote			0.015	0.075
VersaLink C9000 Color Laser Printer, up to 55 PPM, Letter/Legal/Tabloid, 12x18", 5" swipe UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, 2-520-Sheet Paper Trays, 150-Sheet Bypass Tray, Duplex, Billing Impression Mode OFF, 110V, 320GB Hard Drive included.	C9000DT	55/ 55	\$ 4,668.00	0%	\$ 4,668.00	\$ 217.73	\$ 152.21	\$ 119.47	\$ 99.79	Custom Quote	Custom Quote			0.015	0.075
VERSALINK C8000W; 12 X 18 COLOR PRINTER FEATURING SUPER WHITE TONER, 1200 X 2400 DPI, 45PPM COLOR/B&W/WHITE, USB AND ETHERNET, 1.6 GHz PROCESSOR, 4 GB RAM, 2-SIDED PRINTING, 5" TOUCHSCREEN, 110 VOLT, BIM OFF	C8000WDT	45/ 45	\$ 4,669.00	42%	\$ 2,688.00	\$ 125.38	\$ 87.65	\$ 68.80	\$ 57.46	Custom Quote	Custom Quote			0.015	0.075
Optional Accessories for C8000/ C9000															
Two Tray Module (1,040 sheets Tabloid)	097504969		\$ 1,138.00	0%	\$ 1,138.00	\$ 53.08	\$ 37.11	\$ 29.13	\$ 24.33						
Tandem Tray Module (2K sheets letter/A4)	097504970		\$ 1,479.00	0%	\$ 1,479.00	\$ 68.98	\$ 48.23	\$ 37.85	\$ 31.62						
Envelope Tray Feed Kit (Replaces Tray 1; holds up to 50 envelopes)	497K17880		\$ 349.00	44%	\$ 197.00	\$ 9.19	\$ 6.42	\$ 5.04	\$ 4.21						
High Capacity Feeder (2K sheets - requires Tandem or 2-Tray Module) (C8000WDT ONLY)	097504845		\$ 1,479.00	0%	\$ 1,479.00	\$ 68.98	\$ 48.23	\$ 37.85	\$ 31.62						

Product Descriptions & Accessories	Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
Business Ready Finisher with Booklet Maker & 2/3 hole punch; multi-position staple, saddle stitch, V-fold, 1500x500 sheet Tray (Requires Tandem or Two Tray Module)	097504981		\$ 3,757.00	13%	\$ 3,284.00	\$ 153.18	\$ 107.08	\$ 84.05	\$ 70.21						
Office Finisher LX (2-position staple) 2K sheet tray (Requires Tandem or Two Tray Module)	097504848		\$ 1,309.00	0%	\$ 1,309.00	\$ 61.06	\$ 42.68	\$ 33.50	\$ 27.98						
Office Finisher (C8000WDT ONLY)	097505019		\$ 2,500.00	45%	\$ 1,382.00	\$ 64.46	\$ 45.06	\$ 35.37	\$ 29.54						
Booklet Maker for Office Finisher (C8000WDT ONLY)	497K20590		\$ 1,199.00	52%	\$ 581.00	\$ 27.10	\$ 18.95	\$ 14.87	\$ 12.42						
Hole Punch (2/3 Hole) for Office Finisher (C8000WDT ONLY)	497K20600		\$ 795.00	73%	\$ 213.00	\$ 9.93	\$ 6.95	\$ 5.45	\$ 4.55						
BiancoDigitale Software for C8000W - Optional Advanced PC/Mac Design SW for White Toner (C8000WDT ONLY)	497N07139		\$ 650.00	0%	\$ 650.00	\$ 30.32	\$ 21.20	\$ 16.64	\$ 13.90						
2/3 Hole Punch for Office Finisher	497K03860		\$ 795.00	82%	\$ 140.00	\$ 6.53	\$ 4.57	\$ 3.58	\$ 2.99						
Booklet Unit for Office Finisher	497K03850		\$ 1,199.00	69%	\$ 375.00	\$ 17.49	\$ 12.23	\$ 9.60	\$ 8.02						
Wireless Print Kit	497K16750		\$ 56.00	0%	\$ 56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
Foreign Device Interface Adapter	498K14141		\$ 349.00	30%	\$ 246.00	\$ 11.47	\$ 8.02	\$ 6.30	\$ 5.26						
Xerox Precise Color Management System (X-Rite Spectrophotometer) (Avail C9000 only)	097504974		\$ 682.00	0%	\$ 682.00	\$ 31.81	\$ 22.24	\$ 17.46	\$ 14.58						
Productivity Kit - Hard Disk Drive (320GB) (Req'd for certain ptg features for C8000 only)	097504971		\$ 341.00	0%	\$ 341.00	\$ 15.91	\$ 11.12	\$ 8.73	\$ 7.29						
VersaLink B400 Black & White Laser Printer, up to 47 PPM, Letter/Legal, 5" UI, 1200 dpi, USB, EIP, Postscript, Network Accounting, Ethernet, NFC, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray Automatic 2-sided Printing, 110V	B400DN	47	\$ 796.00	0%	\$ 797.00	\$ 37.17	\$ 25.99	\$ 20.40	\$ 17.04	Custom Quote	Custom Quote			0.01	
VersaLink B405 Black & White Laser Multi Function Printer, Print, Copy, Scan, Fax up to 47 PPM, Letter/Legal, 5" UI, 1200 dpi, USB, EIP, Postscript, Network Accounting, Ethernet, NFC, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 60-Sheet RADF, 110V	B405DN	47	\$ 1,001.00	3%	\$ 974.00	\$ 45.43	\$ 31.76	\$ 24.93	\$ 20.82	Custom Quote	Custom Quote			0.01	
Optional Accessories:															
Stand with Storage	497K13660		\$ 343.00	64%	\$ 123.00	\$ 5.74	\$ 4.01	\$ 3.15	\$ 2.63						
550-Sheet Feeder for B405 MFP (can order up to qty 3)	497K13630		\$ 230.00	0%	\$ 230.00	\$ 10.73	\$ 7.50	\$ 5.89	\$ 4.92						
550-Sheet Feeder for B400 Ptr (can order up to qty 3)	497K13620		\$ 230.00	0%	\$ 230.00	\$ 10.73	\$ 7.50	\$ 5.89	\$ 4.92						
Productivity Kit (Includes 16GB SSD)	097504913		\$ 343.00	44%	\$ 191.00	\$ 8.91	\$ 6.23	\$ 4.89	\$ 4.08						
Wireless Network Adapter	497K16750		\$ 56.00	0%	\$ 56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
Xerox Unicode International Printing Kit	320S00290		\$ 299.00	73%	\$ 80.00	\$ 3.73	\$ 2.61	\$ 2.05	\$ 1.71						
VersaLink B600 Black & White Laser Printer, up to 58 PPM, Letter/Legal, 5" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, Automatic 2-sided Printing, Optional 250 GB HDD, 110V, Finisher & Mailbox Capable	B600DN	58	\$ 1,002.00	11%	\$ 887.00	\$ 41.37	\$ 28.92	\$ 22.70	\$ 18.96	Custom Quote	Custom Quote			0.015	
VersaLink B610 Black & White Laser Printer, up to 65 PPM, Letter/Legal, 5" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, Automatic 2-sided Printing, Optional 250 GB HDD, 110V, Finisher & Mailbox Capable	B610DN	65	\$ 1,320.00	4%	\$ 1,265.00	\$ 59.00	\$ 41.25	\$ 32.38	\$ 27.04	Custom Quote	Custom Quote			0.015	
VersaLink B605 Black & White Laser Multi Function Printer, Print, Copy, Scan up to 58 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, Network Accounting, NFC, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Optional 250 GB HDD, 110V	B605S	58	\$ 2,277.00	7%	\$ 2,119.00	\$ 98.84	\$ 69.10	\$ 54.23	\$ 45.30	Custom Quote	Custom Quote			0.015	
VersaLink B605 Black & White Laser Multi Function Printer, Print, Copy, Scan, Fax up to 58 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Standard 250 GB HDD, 110V	B605X	58	\$ 2,733.00	19%	\$ 2,214.00	\$ 103.27	\$ 72.19	\$ 56.67	\$ 47.33	Custom Quote	Custom Quote			0.015	
VersaLink B615 Black & White Laser Multi Function Printer, Print, Copy, Scan, Fax up to 65 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Standard, 250 GB HDD, 110V, Finisher & Mailbox Capable	B615XL	65	\$ 3,701.00	26%	\$ 2,728.00	\$ 127.24	\$ 88.95	\$ 69.82	\$ 58.32	Custom Quote	Custom Quote			0.015	
Optional Accessories:															
Stand with Storage on casters (w/ storage) (can add up to 2 add'l trays)	097504994		\$ 284.00	44%	\$ 159.00	\$ 7.42	\$ 5.18	\$ 4.07	\$ 3.40						
High Capacity Feeder on casters, 2,000 Sheets (on casters) (can only add 1 add'l tray)	097504948		\$ 739.00	0%	\$ 739.00	\$ 34.47	\$ 24.10	\$ 18.91	\$ 15.80						
550-Sheet Feeder (can have up to 4 Trays unless Stand or High Cap Feeder are selected)	097504949		\$ 342.00	0%	\$ 343.00	\$ 16.00	\$ 11.18	\$ 8.78	\$ 7.33						
Caster Base for 3 or 4 Trays	097504954		\$ 227.00	0%	\$ 227.00	\$ 10.59	\$ 7.40	\$ 5.81	\$ 4.85						
Finisher (Avail w/ B600 & B610 Ptr & B605S/XL & B615S/XL MFP only) May choose only 1 Finisher or Mailbox	097504952		\$ 568.00	0%	\$ 568.00	\$ 26.49	\$ 18.52	\$ 14.54	\$ 12.14						
Mailbox (Avail w/ B600 & B610 Ptr & B605S/XL & B615S/XL MFP only) May choose only 1 Finisher or Mailbox	097504953		\$ 568.00	0%	\$ 568.00	\$ 26.49	\$ 18.52	\$ 14.54	\$ 12.14						
Productivity Kit (Includes 250GB Solid State HDD) Expands onboard capacity for storage for B600DN, B610DN, B605S, B605SXL, B615SXL	497K18360		\$ 227.00	11%	\$ 202.00	\$ 9.42	\$ 6.59	\$ 5.17	\$ 4.32						
Wireless Network Adapter	497K16750		\$ 56.00	0%	\$ 56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
Xerox Unicode International Printing Kit (Requires PRODUCTKT)	320S00290		\$ 299.00	73%	\$ 80.00	\$ 3.73	\$ 2.61	\$ 2.05	\$ 1.71						
Healthcare MFP Enablement	320S01058		\$ 579.00	0%	\$ 579.00	\$ 27.01	\$ 18.88	\$ 14.82	\$ 12.38						

Product Descriptions & Accessories		Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price		24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
VersaLink C400 Color Laser Printer, up to 36 PPM, Letter/Legal, 5" swipe UI, 1200 dpi, USB, EIP, Postscript, Network Accounting Ethernet, NFC, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray Automatic 2-sided Printing, 110V		C400DN	36	\$ 682.00	0%	\$	682.00	\$ 31.81	\$ 22.24	\$ 17.46	\$ 14.58	Custom Quote	Custom Quote			0.015	0.085
VersaLink C405 Color Laser Multi Function Printer, Print, Copy, Scan, Fax up to 36 PPM, Letter/Legal, 5" swipe UI, 1200 dpi, USB, EIP, Postscript, Network Accounting, Ethernet, NFC, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 50-Sheet Single Pass Color Doc Feeder, 110V		C405DN	36	\$ 1,031.00	6%	\$	967.00	\$ 45.10	\$ 31.53	\$ 24.75	\$ 20.67	Custom Quote	Custom Quote			0.015	0.085
Optional Accessories:																	
Stand with Storage		497K13660		\$ 343.00	64%	\$	123.00	\$ 5.74	\$ 4.01	\$ 3.15	\$ 2.63						
550-Sheet Feeder for C400 & C405 (Qty 1 allowed)		097S04400		\$ 345.00	14%	\$	297.00	\$ 13.85	\$ 9.68	\$ 7.60	\$ 6.35						
Productivity Kit (Includes 320GB HDD) Expands onboard capacity for storage		097S04914		\$ 343.00	27%	\$	252.00	\$ 11.75	\$ 8.22	\$ 6.45	\$ 5.39						
Wireless Network Adapter		497K16750		\$ 56.00	0%	\$	56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
Xerox Unicode International Printing Kit		320S00290		\$ 299.00	0%	\$	299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
VersaLink C500 Color Laser Printer, up to 45 PPM, Letter/Legal, 5" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, Automatic 2-sided Printing, Optional 250 GB HDD, 110V		C500DN	45	\$ 876.00	0%	\$	876.00	\$ 40.86	\$ 28.56	\$ 22.42	\$ 18.73	Custom Quote	Custom Quote			0.015	0.085
VersaLink C600 Color Laser Printer, up to 55 PPM, Letter/Legal, 5" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, Automatic 2-sided Printing, Optional 250 GB HDD, 110V		C600DN	55	\$ 1,400.00	0%	\$	1,400.00	\$ 65.30	\$ 45.65	\$ 35.83	\$ 29.93	Custom Quote	Custom Quote			0.015	0.085
VersaLink C505 Color Laser Multi Function Printer, Print, Copy, Scan up to 45 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, Network Accounting, NFC, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Optional 250 GB HDD, 110V		C505S	45	\$ 2,143.00	1%	\$	2,124.00	\$ 99.07	\$ 69.26	\$ 54.36	\$ 45.41	Custom Quote	Custom Quote			0.015	0.085
VersaLink C505 Color Laser Multi Function Printer, Print, Copy, Scan, Fax up to 45 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Netowrk Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Standard 250 GB HDD, 110V		C505X	45	\$ 2,835.00	17%	\$	2,340.00	\$ 109.14	\$ 76.30	\$ 59.89	\$ 50.02	Custom Quote	Custom Quote			0.015	0.085
VersaLink C605 Color Laser Multi Function Printer, Print, Copy, Scan, Fax up to 55 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Standard 250 GB HDD, 110V		C605X	55	\$ 3,985.00	16%	\$	3,354.00	\$ 156.44	\$ 109.37	\$ 85.84	\$ 71.70	Custom Quote	Custom Quote			0.015	0.085
VersaLink C605 Color Laser Multi Function Printer, Print, Copy, Scan, Fax up to 55 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Standard, 250 GB HDD, 110V		C605XL	55	\$ 3,985.00	16%	\$	3,356.00	\$ 156.53	\$ 109.43	\$ 85.89	\$ 71.74	Custom Quote	Custom Quote			0.015	0.085
Optional Accessories:																	
Stand with Storage on casters (w/ storage) (can add up to 2 add'l trays)		097S04994		\$ 284.00	44%	\$	159.00	\$ 7.42	\$ 5.18	\$ 4.07	\$ 3.40						
High Capacity Feeder, 2,000 Sheets (on casters) (can only add 1 add'l tray)		097S04948		\$ 739.00	0%	\$	739.00	\$ 34.47	\$ 24.10	\$ 18.91	\$ 15.80						
550-Sheet Feeder (can have up to 4 unless Stand or High Cap Feeder are selected)		097S04949		\$ 342.00	0%	\$	343.00	\$ 16.00	\$ 11.18	\$ 8.78	\$ 7.33						
Caster Base for 3 or 4 Trays		097S04954		\$ 227.00	0%	\$	227.00	\$ 10.59	\$ 7.40	\$ 5.81	\$ 4.85						
Finisher (Avail w/ C600 Ptr & C605 MFP only) May choose only 1 Finisher or Mailbox		097S04952		\$ 568.00	0%	\$	568.00	\$ 26.49	\$ 18.52	\$ 14.54	\$ 12.14						
Mailbox (Avail w/ C600 Ptr & C605 MFP only) May choose only 1 Finisher or Mailbox		097S04953		\$ 568.00	0%	\$	568.00	\$ 26.49	\$ 18.52	\$ 14.54	\$ 12.14						
Productivity Kit (Includes 250GB Solid State HDD) Expands onboard capacity for storage for C500DN, C600DN, C505S		497K18360		\$ 227.00	11%	\$	202.00	\$ 9.42	\$ 6.59	\$ 5.17	\$ 4.32						
Wireless Network Adapter		497K16750		\$ 56.00	0%	\$	56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
Xerox Unicode International Printing Kit (Requires PRODUCTKIT)		320S00290		\$ 299.00	73%	\$	80.00	\$ 3.73	\$ 2.61	\$ 2.05	\$ 1.71						
Healthcare MFP Enablement (Not avail on C500DN or C600DN)		320S01058		\$ 579.00	0%	\$	579.00	\$ 27.01	\$ 18.88	\$ 14.82	\$ 12.38						
Foreign Interface Device		497K19700		\$ 379.00	37%	\$	238.00	\$ 11.10	\$ 7.76	\$ 6.09	\$ 5.09						
WorkCentre 3215, 27ppm, B/W MFP, Print, Copy, Scan, Fax, letter/legal, PS/PCL, USB, Ethernet, Wireless, 250 sheet tray, 110V		WC3215NI	27	\$ 299.00	0%	\$	299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39	Custom Quote	Custom Quote			0.01	
WorkCentre 3225, 29ppm, B/W MFP, Print, Copy, Scan, Fax, letter/legal, PS/PCL, USB, Ethernet, Wireless, Duplex, 250 sheet tray, 110V		WC3225DNI	29	\$ 365.00	0%	\$	365.00	\$ 17.02	\$ 11.90	\$ 9.34	\$ 7.80	Custom Quote	Custom Quote			0.01	
Phaser 3260, 29 ppm B/W printer, duplex, PS/PCL, USB, Ethernet, Wireless, 250-sheet tray, 110V		3260DNI	29	\$ 239.00	25%	\$	179.00	\$ 8.35	\$ 5.84	\$ 4.58	\$ 3.83	Custom Quote	Custom Quote			0.0175	

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Notes:																					
Product Descriptions & Accessories		Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge					
PrimeLink C9065 & C9070 w/ 250 Sheet Single Pass DADF / HT / Integrated DMP Controller / TTM (1-520 12"x18", 1-520 11"x17", 2010 Letter) , 250 sheet Bypass, Automatic Duplex, power cord, in-box neutral toner full cartridges, print drum cartridge installed - WH 110V 20 Amp		XC9070XL5	75/ 70	\$ 40,800.00	61%	\$ 15,960.00	\$ 744.42	\$ 520.42	\$ 408.48	\$ 341.19	Custom Quote	Custom Quote	0	0	0.0065	0.049					
You Must Choose a Finisher (Only One) Optional Finishers:																					
500 Sheet Offset Catch Tray		497K02420		\$ 400.00	0%	\$ 400.00	\$ 18.66	\$ 13.04	\$ 10.24	\$ 8.55											
Business Ready (BR) Finisher w/ 2/3 hole punch, 3K stack, 50 sht staple		097S05024		\$ 2,995.00	30%	\$ 2,090.00	\$ 97.48	\$ 68.15	\$ 53.49	\$ 44.68											
Business Ready (BR) Booklet Maker Finisher w/ 2/3 hole punch, 3K stack, 50 sht staple, 15 sht bkt		097S05025		\$ 4,995.00	39%	\$ 3,055.00	\$ 142.49	\$ 99.62	\$ 78.19	\$ 65.31											
PR FINISHER (STANDARD FINISHER)		097S05148		\$ 8,550.00	0%	\$ 8,550.00	\$ 398.80	\$ 278.80	\$ 218.83	\$ 182.78											
PR BOOKLET MAKER FINISHER		097S05149		\$ 13,800.00	25%	\$ 10,368.00	\$ 483.59	\$ 338.08	\$ 265.36	\$ 221.65											
Production Ready Standard Finisher Plus, 3K sht, 100 sht staple uncoated, 35 sheet coated		097S04751		\$ 14,000.00	0%	\$ 14,000.00	\$ 653.00	\$ 456.51	\$ 358.32	\$ 299.29											
Optional Accessories:																					
C/Z Folder		097S04616		\$ 5,700.00	59%	\$ 2,337.00	\$ 109.00	\$ 76.20	\$ 59.81	\$ 49.96											
Interposer/Inserter Module		097S04746		\$ 2,000.00	15%	\$ 1,706.00	\$ 79.57	\$ 55.63	\$ 43.66	\$ 36.47											
2/3 Hole Punch for 3AE & 4AE		497K16710		\$ 600.00	61%	\$ 236.00	\$ 11.01	\$ 7.70	\$ 6.04	\$ 5.05											
GBC Advanced Punch Pro		097N02204		\$ 13,900.00	0%	\$ 13,900.00	\$ 648.34	\$ 453.25	\$ 355.76	\$ 297.15											
Trim Crease & 2-sided Trimmer		097S04958		\$ 30,000.00	45%	\$ 16,402.00	\$ 765.04	\$ 534.84	\$ 419.79	\$ 350.64											
C & Z Folder Option for Production Ready Standard or Booklet Finisher or Prod Ready Std Fin Plus		097S04748		\$ 5,700.00	48%	\$ 2,988.00	\$ 139.37	\$ 97.43	\$ 76.47	\$ 63.88											
Square Fold Trimmer - only used w/ Prod Ready Booklet Fin		097S04752		\$ 15,000.00	57%	\$ 6,508.00	\$ 303.55	\$ 212.21	\$ 166.57	\$ 139.13											
High Cap Feeder (Letter size 2,000 sheets)		097S05007		\$ 2,000.00	57%	\$ 863.00	\$ 40.25	\$ 28.14	\$ 22.09	\$ 18.45											
Oversized High Capacity Feeder with One Tray		097S05008		\$ 5,995.00	39%	\$ 3,642.00	\$ 169.87	\$ 118.76	\$ 93.21	\$ 77.86											
Oversized High Capacity Feeder with Two Trays		097S05009		\$ 9,995.00	45%	\$ 5,462.00	\$ 254.76	\$ 178.10	\$ 139.79	\$ 116.77											
MSI Assembly Kit		497K19870		\$ 2,098.00	51%	\$ 1,028.00	\$ 47.95	\$ 33.52	\$ 26.31	\$ 21.98											
Banner Feed Kit		497K19880		\$ 699.00	59%	\$ 289.00	\$ 13.48	\$ 9.42	\$ 7.40	\$ 6.18											
Convenience Stapler		498K08250		\$ 299.00	14%	\$ 258.00	\$ 12.03	\$ 8.41	\$ 6.60	\$ 5.52											
FAX Install Kit (required for all analog FAX Kits)		497K20240		\$ 999.00	56%	\$ 440.00	\$ 20.52	\$ 14.35	\$ 11.26	\$ 9.41											
Server FAX Kit Option		497K20300		\$ 990.00	80%	\$ 197.00	\$ 9.19	\$ 6.42	\$ 5.04	\$ 4.21											
VOIP FAX Option		497K20310		\$ 895.00	84%	\$ 139.00	\$ 6.48	\$ 4.53	\$ 3.56	\$ 2.97											
USB HUB Kit		497K20250		\$ 150.00	15%	\$ 127.00	\$ 5.92	\$ 4.14	\$ 3.25	\$ 2.72											
Universal Mobility Plate for all configs (order appropriate qty)		497K05270		\$ -	N/A	\$ 203.00	\$ 9.47	\$ 6.62	\$ 5.20	\$ 4.34											
Foreign Interface Kit		498K14141		\$ 220.00	0%	\$ 220.00	\$ 10.26	\$ 7.17	\$ 5.63	\$ 4.70											
FreeFlow VI Design Pro SW & License		300S01844		\$ 3,495.00	97%	\$ 93.00	\$ 4.34	\$ 3.03	\$ 2.38	\$ 1.99											
FreeFlow VI Composite S/W & License		300S01843		\$ 5,000.00	99%	\$ 40.00	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.86											
Heavy Weight Fuser		497K20760		\$ 549.00	2%	\$ 537.00	\$ 25.05	\$ 17.51	\$ 13.74	\$ 11.48											
Vivid Toner Kit		097N02388		\$ 11,000.00	0%	\$ 11,000.00	\$ 513.07	\$ 358.69	\$ 281.53	\$ 235.16											
Vivid & Fluorescent Toner Kit		097N02389		\$ 17,000.00	0%	\$ 17,000.00	\$ 792.93	\$ 554.34	\$ 435.10	\$ 363.43											
Much Choose a Controller:																					
DMP Xerox Integrated Controller with Postscript		497N05469																			
Biancario Digitale SW		497N05123		\$ 5,590.00	90%	\$ 583.00	\$ 27.19	\$ 19.01	\$ 14.92	\$ 12.46											
Xerox® EX-c C9065/C9070 Print Server Fiery Entry Level DFE		497N05263		\$ 1,600.00	26%	\$ 1,180.00	\$ 55.04	\$ 38.48	\$ 30.20	\$ 25.23											
Profile Suite 4 (s/w & Spectrophotometer)		097N02339		\$ 5,995.00	11%	\$ 5,342.00	\$ 249.17	\$ 174.19	\$ 136.72	\$ 114.20											
Hot Fldr Virtual Print Kit		497N03087		\$ 2,700.00	0%	\$ 2,700.00	\$ 125.94	\$ 88.04	\$ 69.10	\$ 57.72											
EFI Hub Kit		497N01224		\$ 495.00	0%	\$ 495.00	\$ 23.09	\$ 16.14	\$ 12.67	\$ 10.58											
EFI Fiery Options Bundle including Spot-On, Auto Trapping, Hot Folders, Virtual Printers		497N04238		\$ 1,999.00	0%	\$ 1,999.00	\$ 93.24	\$ 65.18	\$ 51.16	\$ 42.73											
EFI Spot On		497N05469		\$ 825.00	0%	\$ 825.00	\$ 38.48	\$ 26.90	\$ 21.12	\$ 17.64											
Xerox® EX C9065/C9070 Print Server Fiery Standalone NX		097N02338		\$ 8,695.00	11%	\$ 7,697.00	\$ 359.01	\$ 250.98	\$ 197.00	\$ 164.55											
Impose Kit (one add'l license in kit - add'l licenses via TXC)		497N07166		\$ 2,550.00	0%	\$ 2,550.00	\$ 118.94	\$ 83.15	\$ 65.26	\$ 54.51											
SeeQuence Compose Kit		497N05471		\$ 1,500.00	3%	\$ 1,451.00	\$ 67.68	\$ 47.31	\$ 37.14	\$ 31.02											
Profile Suite 4 (s/w & Spectrophotometer)		497N03087		\$ 2,700.00	0%	\$ 2,700.00	\$ 125.94	\$ 88.04	\$ 69.10	\$ 57.72											
Productivity Package (incl Hot Fldr & Virtual Ptrs & JDF)		497N04791		\$ 6,000.00	0%	\$ 6,000.00	\$ 279.86	\$ 195.65	\$ 153.56	\$ 128.27											
EFI Hub Kit		497N01224		\$ 495.00	0%	\$ 495.00	\$ 23.09	\$ 16.14	\$ 12.67	\$ 10.58											
Xerox® EX C9065/C9070 Print Server Fiery Standalone NX		097N02337		\$ 23,000.00	37%	\$ 14,546.00	\$ 678.47	\$ 474.32	\$ 372.29	\$ 310.96											
Impose Kit (one add'l license in kit - add'l licenses via TXC)		497N07166		\$ 2,550.00	0%	\$ 2,550.00	\$ 118.94	\$ 83.15	\$ 65.26	\$ 54.51											
SeeQuence Compose Kit		497N05471		\$ 1,500.00	3%	\$ 1,451.00	\$ 67.68	\$ 47.31	\$ 37.14	\$ 31.02											
Profile Suite 4 (s/w & Spectrophotometer)		497N03087		\$ 2,700.00	0%	\$ 2,700.00	\$ 125.94	\$ 88.04	\$ 69.10	\$ 57.72											
GA Premium Package		497N02107		\$ 6,200.00	0%	\$ 6,200.00	\$ 289.19	\$ 202.17	\$ 158.68	\$ 132.54											
Advanced Interface Plg (monitor, keyboard, mouse, stand)		497N04849		\$ 4,000.00	1%	\$ 3,947.00	\$ 184.10	\$ 128.70	\$ 101.02	\$ 84.38											
Hard Drive Security Option		497N04827		\$ 995.00	0%	\$ 995.00	\$ 46.41	\$ 32.44	\$ 25.47	\$ 21.27											
EFI Hub Kit		497N01224		\$ 495.00	0%	\$ 495.00	\$ 23.09	\$ 16.14	\$ 12.67	\$ 10.58											
23,000.00																					
Xerox PrimeLink 89100 Copier/Printer		89100	100	\$ 90,250.00	74%	\$ 13,229.00	\$ 617.04	\$ 431.37	\$ 338.58	\$ 282.81	Custom Quote	Custom Quote	0	0	0.0045						
Xerox PrimeLink 89110 Copier/Printer		89110	110	\$ 99,740.00	63%	\$ 22,044.00	\$ 1,028.20	\$ 718.81	\$ 564.19	\$ 471.26	Custom Quote	Custom Quote	0	0	0.0045						
PrimeLink IOT 110/125/136 (High Speed)		89125	125	\$ 73,700.00	67%	\$ 24,248.00	\$ 1,131.00	\$ 790.68	\$ 620.60	\$ 518.37	Custom Quote	Custom Quote	0	0	0.0045						
PrimeLink IOT 110/125/136 (High Speed)		89136	136	\$ 91,500.00	63%	\$ 33,706.00	\$ 1,572.15	\$ 1,099.09	\$ 862.67	\$ 720.57	Custom Quote	Custom Quote	0	0	0.0045						
Must Choose One:																					
Manual Sheet Inserter (MSI) bypass		497K09130		\$ 900.00	13%	\$ 784.00	\$ 36.57	\$ 25.56	\$ 20.07	\$ 16.76											
MSI XL5		497K19870		\$ 1,999.00	40%	\$ 1,207.00	\$ 56.30	\$ 39.36	\$ 30.89	\$ 25.80											
Must Choose One:																					
PF3.5 Advanced Two Tray OHCF		097S05146		\$ 8,995.00	17%	\$ 7,488.00	\$ 349.26	\$ 244.17	\$ 191.65	\$ 160.08											
1 TRAY OVERSIZE HIGH CAPACITY FEEDER		097S05008		\$ 5,995.00	41%	\$ 3,540.00	\$ 165.12	\$ 115.43	\$ 90.60	\$ 75.68											
2 TRAY HIGH CAPACITY FEEDER - 200 lbs		097S05010		\$ 2,700.00	22%	\$ 2,116.00	\$ 98.70	\$ 69.00	\$ 54.16	\$ 45.24											
2 TRAY HIGH CAPACITY FEEDER - 200 lbs (89136 ONLY)		097S05011		\$ 2,700.00	0%	\$ 2,700.00	\$ 125.94	\$ 88.04	\$ 69.10	\$ 57.72											
MSI Chute Kit - 7 lbs		497K20410		\$ 350.00	30%	\$ 244.00	\$ 11.38	\$ 7.96	\$ 6.24	\$ 5.22											
Must Choose One:																					
Offset Catch Tray		497K02420		\$ 400.00	0%	\$ 400.00	\$ 18.66	\$ 13.04	\$ 10.24	\$ 8.55											
High Capacity Stacker - 380 lbs		097S05013		\$ 13,000.00	31%	\$ 8,979.00	\$ 418.81	\$ 292.79	\$ 229.81	\$ 191.95											
PR Standard Finisher		097S05148		\$ 7,150.00	15%	\$ 6,066.00	\$ 282.94	\$ 197.80	\$ 155.25	\$ 129.68											
PR Booklet Maker		097S05149		\$ 12,400.00	43%	\$ 7,109.00	\$ 331.59	\$ 231.81	\$ 181.95	\$ 151.98											
Partner Finishing Interface		097S04171		\$ 13,900.00	13%	\$ 12,144.00	\$ 566.43	\$ 395.99	\$ 310.81	\$ 259.61											
Optional Accessories:																					
CAC/PIV Card Reader and Enablement Kit - 1 lb		497K21650		\$ 299.00	85%	\$ 44.00	\$ 2.05	\$ 1.43	\$ 1.13	\$ 0.94											
Convenience Stapler		498K08250		\$ 200.00	0%	\$ 200.00	\$ 9.33	\$ 6.52	\$ 5.12	\$ 4.28											
IDM Cooling / Decurler		097S04753		\$ 2,000.00	0%	\$ 2,000.00	\$ 93.29	\$ 65.22	\$ 51.19	\$ 42.76											

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Product Descriptions & Accessories	Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
FreeFlow VI Design Pro SW & License	300S01844		\$ 3,495.00	97%	\$ 93.00	\$ 4.34	\$ 3.03	\$ 2.38	\$ 1.99						
Common Access Card Enablement Kit	497K04790		\$ 199.00	48%	\$ 104.00	\$ 4.85	\$ 3.39	\$ 2.66	\$ 2.22						
USB Enablement Kit (Activates USB Hub Kit, makes USB ports functional via pin coded s/w)	497K14870		\$ 299.00	53%	\$ 140.00	\$ 6.53	\$ 4.57	\$ 3.58	\$ 2.99						
Network Accounting	497K14310		\$ 150.00	0%	\$ 150.00	\$ 7.00	\$ 4.89	\$ 3.84	\$ 3.21						
Remote Service Opt Out Instructions	320S00864		\$ -	N/A	\$ 14.00	\$ 0.65	\$ 0.46	\$ 0.36	\$ 0.30						
Vivid Toner Kit - includes Starter toner cartridges (50% yield of full replacement cartridges)	097N02390		\$ 14,700.00	0%	\$ 14,700.00	\$ 685.65	\$ 479.34	\$ 376.23	\$ 314.26						
Flourescent Toner Kit - includes Starter toner cartridges (50% yield of full replacement cartridges)	097N02391		\$ 14,700.00	0%	\$ 14,700.00	\$ 685.65	\$ 479.34	\$ 376.23	\$ 314.26						
Vivid and Flourescent Kit - includes Starter toner cartridges (50% yield of full replacement cartridges)	097N02392		\$ 25,000.00	0%	\$ 25,000.00	\$ 1,166.08	\$ 815.20	\$ 639.85	\$ 534.45						
XLS Support Kit	497K19162		\$ 570.00	30%	\$ 397.00	\$ 18.52	\$ 12.95	\$ 10.16	\$ 8.49						
Xerox Crease and Two-sided Trimmer	097S05152		\$ 30,000.00	44%	\$ 16,946.00	\$ 790.41	\$ 552.58	\$ 433.72	\$ 362.27						
Top Tray Aligner	497K22450		\$ 399.00	0%	\$ 399.00	\$ 18.61	\$ 13.01	\$ 10.21	\$ 8.53						
GBC Advanced Punch PRO 60Hz	097S02437		\$ 13,900.00	77%	\$ 3,131.00	\$ 146.04	\$ 102.10	\$ 80.13	\$ 66.93						
Convenience Stapler	498K08250		\$ 299.00	14%	\$ 258.00	\$ 12.03	\$ 8.41	\$ 6.60	\$ 5.52						
Large Envelope Support Kit	097N02410		\$ 292.00	0%	\$ 292.00	\$ 13.62	\$ 9.52	\$ 7.47	\$ 6.24						
High Cap Stacker	097S05013		\$ 13,000.00	35%	\$ 8,502.00	\$ 396.56	\$ 277.23	\$ 217.60	\$ 181.76						
PR Finisher (Standard Finisher) 246.92 LBS	097S05148		\$ 6,550.00	36%	\$ 4,167.00	\$ 194.36	\$ 135.88	\$ 106.65	\$ 89.08						
PR Booklet Maker Finisher	097S05149		\$ 11,800.00	56%	\$ 5,209.00	\$ 242.96	\$ 169.86	\$ 133.32	\$ 111.36						
PR Finisher for PFIM (for PR Standard Finisher Plus)	097S05150		\$ 12,000.00	0%	\$ 12,000.00	\$ 559.72	\$ 391.30	\$ 307.13	\$ 256.54						
Must Choose a Controller:															
EX-I 280 Print Server (Integrated DFE, E400)	097N02404		\$ 8,990.00	0%	\$ 8,990.00	\$ 419.32	\$ 293.15	\$ 230.09	\$ 192.19						
EX-I 280 OPTIONAL ACCESSORIES															
Fiery Impose Option	497N07166		\$ 2,550.00	0%	\$ 2,550.00	\$ 118.94	\$ 83.15	\$ 65.26	\$ 54.51						
Profile Suite 4 (s/w & Spectrophotometer)	497N07213		\$ 5,000.00	19%	\$ 4,028.00	\$ 187.88	\$ 131.35	\$ 103.09	\$ 86.11						
Switch/HUB, ethernet, 5 port	497N01224		\$ 495.00	0%	\$ 495.00	\$ 23.09	\$ 16.14	\$ 12.67	\$ 10.58						
STANDALONE DFE, NX PRO 3 W/ WIN 10	097N02415		\$ 25,000.00	31%	\$ 17,372.00	\$ 810.28	\$ 566.47	\$ 444.62	\$ 371.38						
EX-280 OPTIONAL ACCESSORIES															
SeeQuence Compose Kit	497N05471		\$ 1,500.00	3%	\$ 1,451.00	\$ 67.68	\$ 47.31	\$ 37.14	\$ 31.02						
Profile Suite 4 (s/w & Spectrophotometer)	497N07213		\$ 5,000.00	19%	\$ 4,028.00	\$ 187.88	\$ 131.35	\$ 103.09	\$ 86.11						
Switch/HUB, ethernet, 5 port	497N01224		\$ 495.00	0%	\$ 495.00	\$ 23.09	\$ 16.14	\$ 12.67	\$ 10.58						
FACI Furniture Option Kit (RoHS) (Stand, monitor, keyboard & mouse)	497N04849		\$ 4,000.00	1%	\$ 3,947.00	\$ 184.10	\$ 128.70	\$ 101.02	\$ 84.38						
Hard Drive Security Option	497N04827		\$ 995.00	0%	\$ 995.00	\$ 46.41	\$ 32.44	\$ 25.47	\$ 21.27						
EFI Performance Package Kit	301N79930		\$ 5,000.00	97%	\$ 140.00	\$ 6.53	\$ 4.57	\$ 3.58	\$ 2.99						
Versant 4100 Press	VN4100	100/ 100	\$ 200,000.00	56%	\$ 87,465.00	\$ 4,079.63	\$ 2,852.06	\$ 2,238.58	\$ 1,869.83	Custom Quote	Custom Quote	0	0	0.0065	0.0425
Must Choose One:															
500 Sheet Offset Catch Tray	497K02420		\$ 300.00	0%	\$ 300.00	\$ 13.99	\$ 9.78	\$ 7.68	\$ 6.41						
High Capacity Stacker (HCS)	097S05013		\$ 13,000.00	35%	\$ 8,502.00	\$ 396.56	\$ 277.23	\$ 217.60	\$ 181.76						
PR Finisher (Standard Finisher)	097S05148		\$ 6,550.00	36%	\$ 4,167.00	\$ 194.36	\$ 135.88	\$ 106.65	\$ 89.08						
PR Booklet Maker Finisher	097S05149		\$ 11,800.00	56%	\$ 5,209.00	\$ 242.96	\$ 169.86	\$ 133.32	\$ 111.36						
PR Finisher for PFIM (for PR Standard Finisher Plus)	097S05150		\$ 12,000.00	0%	\$ 12,000.00	\$ 559.72	\$ 391.30	\$ 307.13	\$ 256.54						
Must Choose Only 1															
PF3.5 Adv (2 Tray OHCF)	097S05146		\$ 9,995.00	19%	\$ 8,069.00	\$ 376.36	\$ 263.11	\$ 206.52	\$ 172.50						
High Capacity XLS Vacuum Feeder (HiCap XLS Vac Feeder)	097N02413		\$ 13,995.00	0%	\$ 13,995.00	\$ 652.77	\$ 456.35	\$ 358.19	\$ 299.19						
Dual High Capacity XLS Vacuum Feeder (Dual HiCap XLS Vac Feeder)	097N02414		\$ 19,995.00	0%	\$ 19,995.00	\$ 932.63	\$ 652.00	\$ 511.75	\$ 427.45						
Optional Accessories:															
Dual Advanced High Cap Feeder	097S05147		\$ 9,995.00	12%	\$ 8,805.00	\$ 410.69	\$ 287.13	\$ 225.36	\$ 188.23						
2/3 Hole Punch for 3x4 & 4x6	497K16710		\$ 600.00	61%	\$ 236.00	\$ 11.01	\$ 7.70	\$ 6.04	\$ 5.05						
C & Z Folder Option for Production Ready Standard or Booklet Finisher or Prod Ready Std Fin Plus	097S04748		\$ 5,700.00	48%	\$ 2,988.00	\$ 139.37	\$ 97.43	\$ 76.47	\$ 63.88						
Xerox Crease and Two-sided Trimmer	097S05152		\$ 30,000.00	44%	\$ 16,946.00	\$ 790.41	\$ 552.58	\$ 433.72	\$ 362.27						
Interposer/Insert Module	097S04746		\$ 2,000.00	15%	\$ 1,706.00	\$ 79.57	\$ 55.63	\$ 43.66	\$ 36.47						
Square Fold Trimmer	097S05151		\$ 15,000.00	42%	\$ 8,656.00	\$ 403.74	\$ 282.25	\$ 221.54	\$ 185.05						
Envelope Support Kit (Can order up to 2)	497K17190		\$ 250.00	13%	\$ 217.00	\$ 10.12	\$ 7.08	\$ 5.55	\$ 4.64						
GBC Advanced Punch PRO 60Hz	097N02204		\$ 13,900.00	0%	\$ 13,900.00	\$ 648.34	\$ 453.25	\$ 355.76	\$ 297.15						
dolly	098S05050		\$ 995.00	51%	\$ 488.00	\$ 22.76	\$ 15.91	\$ 12.49	\$ 10.43						
High Cap Stacker UI Fixed Angle Kit	498K17820		\$ -	#DIV/0!	\$ 21.00	\$ 0.98	\$ 0.68	\$ 0.54	\$ 0.45						
Remote Service Opt Out Instructions	320S00864		\$ -	#DIV/0!	\$ 14.00	\$ 0.65	\$ 0.46	\$ 0.36	\$ 0.30						
FreeFlow VI Compose SW and License	300S01843		\$ 10,000.00	100%	\$ 40.00	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.86						
FreeFlow VI Design Pro SW & License	300S01844		\$ 3,495.00	97%	\$ 93.00	\$ 4.34	\$ 3.03	\$ 2.38	\$ 1.99						
Quick Print Sign	497N06860		\$ 500.00	0%	\$ 500.00	\$ 23.32	\$ 16.30	\$ 12.80	\$ 10.69						
Top Tray Aligner	497K22450		\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
XLS OHCF Support Kit	497K19162		\$ 570.00	30%	\$ 397.00	\$ 18.52	\$ 12.95	\$ 10.16	\$ 8.49						
XLS Air Assist Kit	497K22500		\$ 3,999.00	0%	\$ 3,999.00	\$ 186.53	\$ 130.40	\$ 102.35	\$ 85.49						
High Cap Stacker	097S05013		\$ 13,000.00	35%	\$ 8,502.00	\$ 396.56	\$ 277.23	\$ 217.60	\$ 181.76						
PR Finisher (Standard Finisher)	097S05148		\$ 6,550.00	36%	\$ 4,167.00	\$ 194.36	\$ 135.88	\$ 106.65	\$ 89.08						
PR Booklet Maker Finisher	097S05149		\$ 11,800.00	56%	\$ 5,209.00	\$ 242.96	\$ 169.86	\$ 133.32	\$ 111.36						
PR Finisher for PFIM (for PR Standard Finisher Plus)	097S05150		\$ 12,000.00	0%	\$ 12,000.00	\$ 559.72	\$ 391.30	\$ 307.13	\$ 256.54						
MUST CHOOSE A CONTROLLER															
NX Pro Gen III	097N02417		\$ 36,750.00	16%	\$ 30,751.00	\$ 1,434.32	\$ 1,002.73	\$ 787.04	\$ 657.39						
NX PRO GEN III OPTIONAL ACCESSORIES															
Hard Drive Security Option	497N04827		\$ 995.00	0%	\$ 995.00	\$ 46.41	\$ 32.44	\$ 25.47	\$ 21.27						
2 Bay HDD enclosure	497N08408		\$ 995.00	0%	\$ 995.00	\$ 46.41	\$ 32.44	\$ 25.47	\$ 21.27						
EX-P 4100 Print Server (Standalone DFE, NX Premium w/Win 10 2019)	097N02416		\$ 65,000.00	7%	\$ 60,414.00	\$ 2,817.89	\$ 1,969.98	\$ 1,546.24	\$ 1,291.53						
EX-P 4100 OPTIONAL ACCESSORIES															
Swapable SSD Kit, 1 TB (X2), 500GB	497N07254		\$ 5,000.00	0%	\$ 5,000.00	\$ 233.22	\$ 163.04	\$ 127.97	\$ 106.89						
3 Bay HDD enclosure	497N06629		\$ 3,000.00	0%	\$ 3,000.00	\$ 139.93	\$ 97.82	\$ 76.78	\$ 64.13						

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PACE Cooperative Contract
P00230 Copier Supplies, Equipment Connectivity

Notes:										
Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
HP M102w	G3Q35A	\$ 122.99	0%	\$ 122.99	\$ 5.74	\$ 4.01	\$ 3.15	\$ 2.63	\$ 7.23	Special Quote
HP M203dw	G3Q47A	\$ 169.00	0%	\$ 169.00	\$ 7.88	\$ 5.51	\$ 4.33	\$ 3.61	\$ 9.94	Special Quote
HP M404n	W1A52A	\$ 269.00	0%	\$ 269.00	\$ 12.55	\$ 8.77	\$ 6.88	\$ 5.75	\$ 15.82	Special Quote
HP M404dn	W1A53A	\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39	\$ 17.59	Special Quote
HP M404dw	W1A56A	\$ 349.00	0%	\$ 349.00	\$ 16.28	\$ 11.38	\$ 8.93	\$ 7.46	\$ 20.53	Special Quote
HP M501dn	J8H61A	\$ 549.00	0%	\$ 549.00	\$ 25.61	\$ 17.90	\$ 14.05	\$ 11.74	\$ 32.29	Special Quote
HP M507n	1PV86A	\$ 649.00	0%	\$ 649.00	\$ 30.27	\$ 21.16	\$ 16.61	\$ 13.87	\$ 38.18	Special Quote
HP M507dn	1PV87A	\$ 749.00	0%	\$ 749.00	\$ 34.94	\$ 24.42	\$ 19.17	\$ 16.01	\$ 44.06	Special Quote
HP M507x	1PV88A	\$ 949.00	0%	\$ 949.00	\$ 44.26	\$ 30.94	\$ 24.29	\$ 20.29	\$ 55.82	Special Quote
HP M607n	K0Q14A	\$ 759.99	0%	\$ 759.99	\$ 35.45	\$ 24.78	\$ 19.45	\$ 16.25	\$ 44.71	Special Quote
HP M610DN	7PS82A	\$ 969.99	0%	\$ 969.99	\$ 45.24	\$ 31.63	\$ 24.83	\$ 20.74	\$ 57.06	Special Quote
HP M608n	K0Q17A	\$ 1,049.00	0%	\$ 1,049.00	\$ 48.93	\$ 34.21	\$ 26.85	\$ 22.43	\$ 61.71	Special Quote
HP M611dn	7PS84A	\$ 1,249.00	0%	\$ 1,249.00	\$ 58.26	\$ 40.73	\$ 31.97	\$ 26.70	\$ 73.47	Special Quote
HP M611x	7PS85A	\$ 1,699.00	0%	\$ 1,699.00	\$ 79.25	\$ 55.40	\$ 43.48	\$ 36.32	\$ 99.94	Special Quote
HP M612dn	7PS86A	\$ 1,799.00	0%	\$ 1,799.00	\$ 83.91	\$ 58.66	\$ 46.04	\$ 38.46	\$ 105.82	Special Quote
HP M612x	7PS87A	\$ 746.99	0%	\$ 746.99	\$ 34.84	\$ 24.36	\$ 19.12	\$ 15.97	\$ 43.94	Special Quote
HP M712n	CF235A	\$ 1,899.00	0%	\$ 1,899.00	\$ 88.58	\$ 61.92	\$ 48.60	\$ 40.60	\$ 111.71	Special Quote
HP M712dn	CF236A	\$ 2,339.99	0%	\$ 2,339.99	\$ 109.14	\$ 76.30	\$ 59.89	\$ 50.02	\$ 137.65	Special Quote
HP M712xh	CF238A	\$ 2,849.00	0%	\$ 2,849.00	\$ 132.89	\$ 92.90	\$ 72.92	\$ 60.91	\$ 167.59	Special Quote
HP M130fn	CF238A	\$ 179.00	0%	\$ 179.00	\$ 8.35	\$ 5.84	\$ 4.58	\$ 3.83	\$ 10.53	Special Quote
HP M130fw	G3Q60A	\$ 233.99	0%	\$ 233.99	\$ 10.91	\$ 7.63	\$ 5.99	\$ 5.00	\$ 13.76	Special Quote
HP M227fdn	G3Q79A	\$ 239.00	0%	\$ 239.00	\$ 11.15	\$ 7.79	\$ 6.12	\$ 5.11	\$ 14.06	Special Quote
HP M227fdw	G3Q75A	\$ 269.00	0%	\$ 269.00	\$ 12.55	\$ 8.77	\$ 6.88	\$ 5.75	\$ 15.82	Special Quote
HP M428fdn	W1A29A	\$ 449.00	0%	\$ 449.00	\$ 20.94	\$ 14.64	\$ 11.49	\$ 9.60	\$ 26.41	Special Quote
HP M428fdw	W1A30A	\$ 449.00	0%	\$ 449.00	\$ 20.94	\$ 14.64	\$ 11.49	\$ 9.60	\$ 26.41	Special Quote
HP M430f	3PZ55A	\$ 919.65	0%	\$ 919.65	\$ 42.90	\$ 29.99	\$ 23.54	\$ 19.66	\$ 54.10	Special Quote
HP M528dn	1PV64A	\$ 1,799.00	0%	\$ 1,799.00	\$ 83.91	\$ 58.66	\$ 46.04	\$ 38.46	\$ 105.82	Special Quote
HP M528f	1PV65A	\$ 2,099.00	0%	\$ 2,099.00	\$ 97.90	\$ 68.44	\$ 53.72	\$ 44.87	\$ 123.47	Special Quote
HP M528c	1PV66A	\$ 2,049.00	0%	\$ 2,049.00	\$ 95.57	\$ 66.81	\$ 52.44	\$ 43.80	\$ 120.53	Special Quote
HP M528z	1PV67A	\$ 2,599.00	0%	\$ 2,599.00	\$ 121.23	\$ 84.75	\$ 66.52	\$ 55.56	\$ 152.88	Special Quote
HP M634h	7PS95A	\$ 2,799.00	0%	\$ 2,799.00	\$ 130.55	\$ 91.27	\$ 71.64	\$ 59.84	\$ 164.65	Special Quote
HP M634z	7PS96A	\$ 4,299.00	0%	\$ 4,299.00	\$ 200.52	\$ 140.18	\$ 110.03	\$ 91.90	\$ 252.88	Special Quote
HP M635h	7PS97A	\$ 2,699.00	0%	\$ 2,699.00	\$ 125.89	\$ 88.01	\$ 69.08	\$ 57.70	\$ 158.76	Special Quote
HP M635fht	7PS98A	\$ 3,499.00	0%	\$ 3,499.00	\$ 163.20	\$ 114.10	\$ 89.55	\$ 74.80	\$ 205.82	Special Quote
HP M635z	7PS99A	\$ 5,199.00	0%	\$ 5,199.00	\$ 242.50	\$ 169.53	\$ 133.06	\$ 111.14	\$ 305.82	Special Quote
HP M725dn	CF066A	\$ 3,599.00	0%	\$ 3,599.00	\$ 167.87	\$ 117.36	\$ 92.11	\$ 76.94	\$ 211.71	Special Quote
HP M725Z	CF067A	\$ 5,899.00	0%	\$ 5,899.00	\$ 275.15	\$ 192.35	\$ 150.98	\$ 126.11	\$ 347.00	Special Quote
HP M454dn	W1Y44A	\$ 429.00	0%	\$ 429.00	\$ 20.01	\$ 13.99	\$ 10.98	\$ 9.17	\$ 25.24	Special Quote
HP M454dw	W1Y45A	\$ 449.00	0%	\$ 449.00	\$ 20.94	\$ 14.64	\$ 11.49	\$ 9.60	\$ 26.41	Special Quote
HP CP5225n	CE711A	\$ 1,639.99	0%	\$ 1,639.99	\$ 76.49	\$ 53.48	\$ 41.97	\$ 35.06	\$ 96.47	Special Quote

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Lexmark MX622adhe	36S0920	\$ 2,287.14	7%	\$ 2,135.90	\$ 99.62	\$ 69.65	\$ 54.67	\$ 45.66	\$ 125.64	Special Quote
Lexmark MS725dvn	50G0610	\$ 1,524.29	7%	\$ 1,423.08	\$ 66.38	\$ 46.40	\$ 36.42	\$ 30.42	\$ 83.71	Special Quote
Lexmark MS821n	50G0050	\$ 952.86	7%	\$ 889.74	\$ 41.50	\$ 29.01	\$ 22.77	\$ 19.02	\$ 52.34	Special Quote
Lexmark MS821dn	50G0100	\$ 1,207.14	7%	\$ 1,126.92	\$ 52.56	\$ 36.75	\$ 28.84	\$ 24.09	\$ 66.29	Special Quote
Lexmark MS822de	50G0110	\$ 1,461.43	7%	\$ 1,364.10	\$ 63.63	\$ 44.48	\$ 34.91	\$ 29.16	\$ 80.24	Special Quote
Lexmark MS823n	50G0180	\$ 1,334.29	7%	\$ 1,246.15	\$ 58.12	\$ 40.63	\$ 31.89	\$ 26.64	\$ 73.30	Special Quote
Lexmark MS823dn	50G0200	\$ 1,588.57	7%	\$ 1,483.33	\$ 69.19	\$ 48.37	\$ 37.96	\$ 31.71	\$ 87.25	Special Quote
Lexmark MS825dn	50G0300	\$ 2,287.14	7%	\$ 2,135.90	\$ 99.62	\$ 69.65	\$ 54.67	\$ 45.66	\$ 125.64	Special Quote
Lexmark MS826de	50G0310	\$ 2,541.43	7%	\$ 2,373.08	\$ 110.69	\$ 77.38	\$ 60.74	\$ 50.73	\$ 139.59	Special Quote
Lexmark MX721ade	25B0000	\$ 2,922.86	7%	\$ 2,728.21	\$ 127.25	\$ 88.96	\$ 69.83	\$ 58.32	\$ 160.48	Special Quote
Lexmark MX722ade	25B0002	\$ 3,812.86	7%	\$ 3,558.97	\$ 166.00	\$ 116.05	\$ 91.09	\$ 76.08	\$ 209.35	Special Quote
Lexmark MX722adhe	25B0001	\$ 4,194.29	7%	\$ 3,915.38	\$ 182.63	\$ 127.67	\$ 100.21	\$ 83.70	\$ 230.32	Special Quote
Lexmark MX822ade	25B2000	\$ 4,448.57	7%	\$ 4,152.56	\$ 193.69	\$ 135.41	\$ 106.28	\$ 88.77	\$ 244.27	Special Quote
Lexmark MX822adxe	25B0601	\$ 5,084.29	7%	\$ 4,746.15	\$ 221.37	\$ 154.76	\$ 121.47	\$ 101.46	\$ 279.19	Special Quote
Lexmark MX826ade	25B0610	\$ 5,974.29	7%	\$ 5,576.92	\$ 260.12	\$ 181.85	\$ 142.74	\$ 119.22	\$ 328.05	Special Quote
Lexmark MX826adxe	25B0611	\$ 6,610.00	7%	\$ 6,170.51	\$ 287.81	\$ 201.21	\$ 157.93	\$ 131.91	\$ 362.97	Special Quote
Lexmark MS421dw	36S0220	\$ -	N/A	\$ 355.13	\$ 16.56	\$ 11.58	\$ 9.09	\$ 7.59	\$ 20.89	Special Quote
Lexmark MS711dn	40G0610	\$ -	N/A	\$ 1,455.13	\$ 67.87	\$ 47.45	\$ 37.24	\$ 31.11	\$ 85.60	Special Quote
Lexmark MX321adw	36S0640	\$ -	N/A	\$ 474.36	\$ 22.13	\$ 15.47	\$ 12.14	\$ 10.14	\$ 27.90	Special Quote
Lexmark MX421ade	36S0700	\$ -	N/A	\$ 533.33	\$ 24.88	\$ 17.39	\$ 13.65	\$ 11.40	\$ 31.37	Special Quote
Lexmark MX622ade	36S0900	\$ -	N/A	\$ 1,779.49	\$ 83.00	\$ 58.03	\$ 45.54	\$ 38.04	\$ 104.68	Special Quote
Lexmark MX622adhe	36S0920	\$ -	N/A	\$ 2,135.90	\$ 99.62	\$ 69.65	\$ 54.67	\$ 45.66	\$ 125.64	Special Quote
Lexmark MS331dn	29S0000	\$ -	N/A	\$ 237.18	\$ 11.06	\$ 7.73	\$ 6.07	\$ 5.07	\$ 13.95	Special Quote
Lexmark MS431dn	29S0050	\$ -	N/A	\$ 355.13	\$ 16.56	\$ 11.58	\$ 9.09	\$ 7.59	\$ 20.89	Special Quote
Lexmark MS431dw	29S0100	\$ -	N/A	\$ 355.13	\$ 16.56	\$ 11.58	\$ 9.09	\$ 7.59	\$ 20.89	Special Quote
Lexmark MX331adn	29S0150	\$ 507.00	6%	\$ 474.36	\$ 22.13	\$ 15.47	\$ 12.14	\$ 10.14	\$ 27.90	Special Quote
Lexmark MX431adn	29S0200	\$ 571.00	7%	\$ 533.33	\$ 24.88	\$ 17.39	\$ 13.65	\$ 11.40	\$ 31.37	Special Quote
Lexmark MX431adw	29S0500	\$ 571.00	7%	\$ 533.33	\$ 24.88	\$ 17.39	\$ 13.65	\$ 11.40	\$ 31.37	Special Quote
Optional Accessories:										
250-Sheet Tray	35S0367	\$ 165.71	11%	\$ 147.44	\$ 6.88	\$ 4.81	\$ 3.77	\$ 3.15	\$ 8.67	Special Quote
550-Sheet Tray	3073173	\$ 255.71	11%	\$ 226.92	\$ 10.58	\$ 7.40	\$ 5.81	\$ 4.85	\$ 13.35	Special Quote
550-Sheet Lockable Tray	35S0367	\$ 320.00	7%	\$ 298.72	\$ 13.93	\$ 9.74	\$ 7.65	\$ 6.39	\$ 17.57	Special Quote
Swivel Cabinet	3073173	\$ 284.29	7%	\$ 265.38	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67	\$ 15.61	Special Quote
Adjustable Printer Stand	35S8502	\$ 384.29	7%	\$ 358.97	\$ 16.74	\$ 11.71	\$ 9.19	\$ 7.67	\$ 21.12	Special Quote
Lexmark 160GB Hard Drive	27X0210	\$ 547.14	44%	\$ 306.41	\$ 14.29	\$ 9.99	\$ 7.84	\$ 6.55	\$ 18.02	Special Quote
250-Sheet Tray	40G0800	\$ 227.14	6%	\$ 212.82	\$ 9.93	\$ 6.94	\$ 5.45	\$ 4.55	\$ 12.52	Special Quote
250-Sheet Tray Insert	40G0801	\$ 90.00	12%	\$ 79.49	\$ 3.71	\$ 2.59	\$ 2.03	\$ 1.70	\$ 4.68	Special Quote
550-Sheet Tray	40G0802	\$ 324.29	11%	\$ 288.46	\$ 13.45	\$ 9.41	\$ 7.38	\$ 6.17	\$ 16.97	Special Quote
550-Sheet Tray Insert	40G0803	\$ 112.86	11%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14	\$ 5.88	Special Quote
2100-Sheet Tray	40G0804	\$ 570.00	7%	\$ 532.05	\$ 24.82	\$ 17.35	\$ 13.62	\$ 11.37	\$ 31.30	Special Quote
250-Sheet Lockable Tray	40G0820	\$ 272.86	6%	\$ 255.13	\$ 11.90	\$ 8.32	\$ 6.53	\$ 5.45	\$ 15.01	Special Quote
550-Sheet Lockable Tray	40G0822	\$ 341.43	7%	\$ 319.23	\$ 14.89	\$ 10.41	\$ 8.17	\$ 6.82	\$ 18.78	Special Quote
Staple Finisher	40G0850	\$ 341.43	11%	\$ 303.85	\$ 14.17	\$ 9.91	\$ 7.78	\$ 6.50	\$ 17.87	Special Quote

Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Output Expander	40G0851	\$ 170.00	6%	\$ 158.97	\$ 7.42	\$ 5.18	\$ 4.07	\$ 3.40	\$ 9.35	Special Quote
4-Bin Mailbox	40G0852	\$ 341.43	7%	\$ 319.23	\$ 14.89	\$ 10.41	\$ 8.17	\$ 6.82	\$ 18.78	Special Quote
High Capacity Output Expander	40G0853	\$ 570.00	7%	\$ 532.05	\$ 24.82	\$ 17.35	\$ 13.62	\$ 11.37	\$ 31.30	Special Quote
Staple, Hole Punch Finisher	40G0849	\$ 752.86	11%	\$ 669.23	\$ 31.21	\$ 21.82	\$ 17.13	\$ 14.31	\$ 39.37	Special Quote
Spacer	40G0854	\$ 78.57	12%	\$ 69.23	\$ 3.23	\$ 2.26	\$ 1.77	\$ 1.48	\$ 4.07	Special Quote
Caster Base	40G0855	\$ 398.57	6%	\$ 373.08	\$ 17.40	\$ 12.17	\$ 9.55	\$ 7.98	\$ 21.95	Special Quote
Swivel Cabinet	3073173	\$ 284.29	7%	\$ 265.38	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67	\$ 15.61	Special Quote
Lexmark 160GB Hard Drive	27X0200	\$ 547.14	44%	\$ 306.41	\$ 14.29	\$ 9.99	\$ 7.84	\$ 6.55	\$ 18.02	Special Quote
MS911/MX91x 2 x 500-Sheet Tray	26Z0085	\$ 1,484.29	11%	\$ 1,319.23	\$ 61.53	\$ 43.02	\$ 33.76	\$ 28.20	\$ 77.60	Special Quote
MS911/MX91x 2500-Sheet Tandem Tray - Letter	26Z0086	\$ 1,827.14	11%	\$ 1,624.36	\$ 75.76	\$ 52.97	\$ 41.57	\$ 34.73	\$ 95.55	Special Quote
MS911/MX91x 3000-Sheet Tray - Letter	26Z0088	\$ 1,827.14	11%	\$ 1,624.36	\$ 75.76	\$ 52.97	\$ 41.57	\$ 34.73	\$ 95.55	Special Quote
MS911/MX91x 10-Sheet Banner Tray	26Z0091	\$ 684.29	11%	\$ 608.97	\$ 28.40	\$ 19.86	\$ 15.59	\$ 13.02	\$ 35.82	Special Quote
MS911 & MX91x Cabinet with Casters	26Z0094	\$ 227.14	6%	\$ 212.82	\$ 9.93	\$ 6.94	\$ 5.45	\$ 4.55	\$ 12.52	Special Quote
MS911/MX910/MX911 Staple Finisher (Inline)	26Z0084	\$ 1,370.00	11%	\$ 1,217.95	\$ 56.81	\$ 39.71	\$ 31.17	\$ 26.04	\$ 71.64	Special Quote
MS911/MX910/MX911 Staple Punch Finisher	26Z0081	\$ 3,655.71	44%	\$ 2,030.83	\$ 94.72	\$ 66.22	\$ 51.98	\$ 43.42	\$ 119.46	Special Quote
MS911/MX91x 2/3 Hole Punch Booklet Finisher	26Z0083	\$ 4,570.00	11%	\$ 4,062.82	\$ 189.50	\$ 132.48	\$ 103.98	\$ 86.85	\$ 238.99	Special Quote
1GBx32 DDR3 RAM	57X9016	\$ 90.00	12%	\$ 79.49	\$ 3.71	\$ 2.59	\$ 2.03	\$ 1.70	\$ 4.68	Special Quote
2GBx32 DDR3 RAM	57X9012	\$ 112.86	11%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14	\$ 5.88	Special Quote
320+ GB Hard Disk Drive	27X0200	\$ 547.14	44%	\$ 306.41	\$ 14.29	\$ 9.99	\$ 7.84	\$ 6.55	\$ 18.02	Special Quote
256MB User Flash Memory	57X9101	\$ 67.14	6%	\$ 62.82	\$ 2.93	\$ 2.05	\$ 1.61	\$ 1.34	\$ 3.70	Special Quote
MarkNet N8350 802.11b/g/n Wireless Print Server	27X0225	\$ 227.14	6%	\$ 212.82	\$ 9.93	\$ 6.94	\$ 5.45	\$ 4.55	\$ 12.52	Special Quote
MS911/MX91x English Keyboard Kit	57X7000	\$ 341.43	7%	\$ 319.23	\$ 14.89	\$ 10.41	\$ 8.17	\$ 6.82	\$ 18.78	Special Quote
250-Sheet Tray	35S0267	\$ 165.71	11%	\$ 147.44	\$ 6.88	\$ 4.81	\$ 3.77	\$ 3.15	\$ 8.67	Special Quote
550-Sheet Tray	35S0567	\$ 255.71	11%	\$ 226.92	\$ 10.58	\$ 7.40	\$ 5.81	\$ 4.85	\$ 13.35	Special Quote
550-Sheet Lockable Tray	35S0367	\$ 320.00	7%	\$ 298.72	\$ 13.93	\$ 9.74	\$ 7.65	\$ 6.39	\$ 17.57	Special Quote
Swivel Cabinet	3073173	\$ 284.29	7%	\$ 265.38	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67	\$ 15.61	Special Quote
Adjustable Printer Stand	35S8502	\$ 384.29	7%	\$ 358.97	\$ 16.74	\$ 11.71	\$ 9.19	\$ 7.67	\$ 21.12	Special Quote
Lexmark 160GB Hard Drive	27X0210	\$ 547.14	44%	\$ 306.41	\$ 14.29	\$ 9.99	\$ 7.84	\$ 6.55	\$ 18.02	Special Quote
250-Sheet Tray	40G0800	\$ 227.14	6%	\$ 212.82	\$ 9.93	\$ 6.94	\$ 5.45	\$ 4.55	\$ 12.52	Special Quote
250-Sheet Tray Insert	40G0801	\$ 90.00	12%	\$ 79.49	\$ 3.71	\$ 2.59	\$ 2.03	\$ 1.70	\$ 4.68	Special Quote
550-Sheet Tray	40G0802	\$ 324.29	11%	\$ 288.46	\$ 13.45	\$ 9.41	\$ 7.38	\$ 6.17	\$ 16.97	Special Quote
550-Sheet Tray Insert	40G0803	\$ 112.86	11%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14	\$ 5.88	Special Quote
2100-Sheet Tray	40G0804	\$ 570.00	7%	\$ 532.05	\$ 24.82	\$ 17.35	\$ 13.62	\$ 11.37	\$ 31.30	Special Quote
250-Sheet Lockable Tray	40G0820	\$ 272.86	6%	\$ 255.13	\$ 11.90	\$ 8.32	\$ 6.53	\$ 5.45	\$ 15.01	Special Quote
550-Sheet Lockable Tray	40G0822	\$ 341.43	7%	\$ 319.23	\$ 14.89	\$ 10.41	\$ 8.17	\$ 6.82	\$ 18.78	Special Quote
Spacer	40G0854	\$ 78.57	12%	\$ 69.23	\$ 3.23	\$ 2.26	\$ 1.77	\$ 1.48	\$ 4.07	Special Quote
Caster Base	40G0855	\$ 398.57	6%	\$ 373.08	\$ 17.40	\$ 12.17	\$ 9.55	\$ 7.98	\$ 21.95	Special Quote
Swivel Cabinet	3073173	\$ 284.29	7%	\$ 265.38	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67	\$ 15.61	Special Quote
MX810, MX811, MX812 550-Sheet Tray	24T7300	\$ 312.86	11%	\$ 278.21	\$ 12.98	\$ 9.07	\$ 7.12	\$ 5.95	\$ 16.37	Special Quote
MS911/MX91x 2 x 500-Sheet Tray	26Z0085	\$ 1,484.29	11%	\$ 1,319.23	\$ 61.53	\$ 43.02	\$ 33.76	\$ 28.20	\$ 77.60	Special Quote
MS911/MX91x 2500-Sheet Tandem Tray - Letter	26Z0086	\$ 1,827.14	11%	\$ 1,624.36	\$ 75.76	\$ 52.97	\$ 41.57	\$ 34.73	\$ 95.55	Special Quote
MS911/MX91x 3000-Sheet Tray - Letter	26Z0088	\$ 1,827.14	11%	\$ 1,624.36	\$ 75.76	\$ 52.97	\$ 41.57	\$ 34.73	\$ 95.55	Special Quote
MS911/MX91x 10-Sheet Banner Tray	26Z0091	\$ 684.29	11%	\$ 608.97	\$ 28.40	\$ 19.86	\$ 15.59	\$ 13.02	\$ 35.82	Special Quote

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
256MB User Flash Memory	57X9801	\$ 75.71	11%	\$ 67.06	\$ 3.13	\$ 2.19	\$ 1.72	\$ 1.43	\$ 3.94	Special Quote

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
2GB x32 DDR3 RAM	57X9020	\$ 113	12%	\$ 99.87	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14	\$ 5.87	Special Quote
500+ GB Hard Disk	27X0400	\$ 547	15%	\$ 465.24	\$ 21.70	\$ 15.17	\$ 11.91	\$ 9.95	\$ 27.37	Special Quote
Japanese Font Card	57X9115	\$ 261	6%	\$ 244.87	\$ 11.42	\$ 7.98	\$ 6.27	\$ 5.23	\$ 14.40	Special Quote
Korean Font Card	57X9114	\$ 261	6%	\$ 244.87	\$ 11.42	\$ 7.98	\$ 6.27	\$ 5.23	\$ 14.40	Special Quote
Simplified Chinese Font Card	57X9812	\$ 289	6%	\$ 270.51	\$ 12.62	\$ 8.82	\$ 6.92	\$ 5.78	\$ 15.91	Special Quote
Traditional Chinese Font Card	57X9810	\$ 289	6%	\$ 270.51	\$ 12.62	\$ 8.82	\$ 6.92	\$ 5.78	\$ 15.91	Special Quote
Card for IPDS	40C9201	\$ 646	10%	\$ 584.12	\$ 27.24	\$ 19.05	\$ 14.95	\$ 12.49	\$ 34.36	Special Quote
Card for PRESCRIBE Emulation	40C9202	\$ 227	6%	\$ 212.82	\$ 9.93	\$ 6.94	\$ 5.45	\$ 4.55	\$ 12.52	Special Quote
Contactless Authentication Device	57X0301	\$ 214	32%	\$ 146.78	\$ 6.85	\$ 4.79	\$ 3.76	\$ 3.14	\$ 8.63	Special Quote
stec TWN4 MultiTech-P LEGIC 42 Kit Bosch-SPR0002	57X0250	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Special Quote
Forms and Bar Code Card	40C9200	\$ 434	6%	\$ 406.41	\$ 18.96	\$ 13.25	\$ 10.40	\$ 8.69	\$ 23.91	Special Quote
Lexmark Secure Element	57X0085	\$ 113	6%	\$ 106.41	\$ 4.96	\$ 3.47	\$ 2.72	\$ 2.27	\$ 6.26	Special Quote
250-sheet tray	40N4250	\$ 164	6%	\$ 153.85	\$ 7.18	\$ 5.02	\$ 3.94	\$ 3.29	\$ 9.05	Special Quote
USB Cable (2M)	1021294	\$ 21	4%	\$ 20.51	\$ 0.96	\$ 0.67	\$ 0.53	\$ 0.44	\$ 1.21	Special Quote
Adjustable Printer Stand	40C2300	\$ 384	7%	\$ 358.97	\$ 16.74	\$ 11.71	\$ 9.19	\$ 7.67	\$ 21.12	Special Quote

Notes:											
Product Descriptions & Accessories		Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
KIP 650 2 Roll Color Print System	SYS650K	\$ 22,995.00	9%	\$ 21,028.57	\$ 980.84	\$ 685.70	\$ 538.21	\$ 449.55		Custom Quote	Custom Quote
KIP 660 2 Roll MFP Color Print System	SYS660K	\$ 24,995.00	9%	\$ 22,850.00	\$ 1,065.79	\$ 745.09	\$ 584.82	\$ 488.49		Custom Quote	Custom Quote
KIP 860 2 Roll Color MFP System with Top Stacking	SYS860K	\$ 31,000.00	18%	\$ 25,457.14	\$ 1,187.40	\$ 830.11	\$ 651.55	\$ 544.22		Custom Quote	Custom Quote
KIP 870 4 Roll Color Print System with Top Stacking	SYS870K	\$ 31,000.00	18%	\$ 25,457.14	\$ 1,187.40	\$ 830.11	\$ 651.55	\$ 544.22		Custom Quote	Custom Quote
KIP 880 4 Roll Color MFP System With Top Stacking, 720 CIS Scanner & Stand	SYS880K	\$ 36,000.00	19%	\$ 29,114.29	\$ 1,357.98	\$ 949.36	\$ 745.15	\$ 622.41		Custom Quote	Custom Quote
KIP 890 4 Roll Color MFP System with Top Stacking, 2300 CCD Scanner & Scanner Stand	SYS890K	\$ 42,000.00	19%	\$ 34,028.57	\$ 1,587.19	\$ 1,109.60	\$ 870.93	\$ 727.46		Custom Quote	Custom Quote
KIP 970 4 Roll High Demand Production Color Print System with 900 Stacker	SYS970K	\$ 42,900.00	10%	\$ 38,571.43	\$ 1,799.09	\$ 1,257.74	\$ 987.20	\$ 824.58		Custom Quote	Custom Quote
KIP 980 4 Roll Color High Demand Production Multi-function System with CIS Scanner, plus KIP 900 Stacker	SYS980K	\$ 45,900.00	10%	\$ 41,307.14	\$ 1,926.69	\$ 1,346.94	\$ 1,057.22	\$ 883.06		Custom Quote	Custom Quote
KIP 990 4 Roll High Demand Production Multi-function System with 2300 CCD Scanner, Plus KIP 900 Stacker	SYS990K	\$ 53,900.00	10%	\$ 48,564.29	\$ 2,265.18	\$ 1,583.58	\$ 1,242.95	\$ 1,038.21		Custom Quote	Custom Quote
KIP 7170 1 Roll MFP System 4 D Size PPM	SYS7171K4	\$ 15,200.00	18%	\$ 12,457.14	\$ 581.04	\$ 406.20	\$ 318.83	\$ 266.31		Custom Quote	Custom Quote
KIP 7170 1 Roll MFP System 6 D Size PPM	SYS7171K6	\$ 16,800.00	21%	\$ 13,278.57	\$ 619.35	\$ 432.99	\$ 339.85	\$ 283.87		Custom Quote	Custom Quote
KIP 7170 2 Roll MFP System 4 D Size PPM	SYS7172K4	\$ 17,600.00	20%	\$ 14,078.57	\$ 656.67	\$ 459.07	\$ 360.33	\$ 300.97		Custom Quote	Custom Quote
KIP 7170 2 Roll MFP System 6 D Size PPM	SYS7172K6	\$ 19,200.00	21%	\$ 15,085.71	\$ 703.64	\$ 491.91	\$ 386.10	\$ 322.50		Custom Quote	Custom Quote
KIP 7570 2 Roll Print System / Top Stacking	SYS7572KP10	\$ 22,250.00	20%	\$ 17,857.14	\$ 832.91	\$ 582.29	\$ 457.04	\$ 381.75		Custom Quote	Custom Quote
KIP 7570 4 Roll Print System / Top Stacking	SYS7574KP10	\$ 24,250.00	20%	\$ 19,357.14	\$ 902.88	\$ 631.20	\$ 495.43	\$ 413.82		Custom Quote	Custom Quote
KIP 7580 2 Roll MFP System with CIS Scanner & Integrated Top Stacking Print Tray	SYS7582K10	\$ 26,000.00	18%	\$ 21,414.29	\$ 998.83	\$ 698.28	\$ 548.08	\$ 457.79		Custom Quote	Custom Quote
KIP 7580 2 Roll MFP System with CIS Scanner & Integrated Top Stacking Print Tray	SYS7582K8	\$ 23,000.00	17%	\$ 19,135.71	\$ 892.55	\$ 623.98	\$ 489.76	\$ 409.08		Custom Quote	Custom Quote
KIP 7580 4 Roll MFP System with CIS Scanner & Integrated Top Stacking Print Tray	SYS7584K10	\$ 28,000.00	18%	\$ 23,071.43	\$ 1,076.12	\$ 752.31	\$ 590.49	\$ 493.22		Custom Quote	Custom Quote
KIP 7580 4 Roll MFP System with CIS Scanner & Integrated Top Stacking Print Tray	SYS7584K8	\$ 25,000.00	17%	\$ 20,800.00	\$ 970.17	\$ 678.25	\$ 532.36	\$ 444.66		Custom Quote	Custom Quote
KIP 7970 4 Roll Print System with Integrated Top Stacking Print Tray	SYS7974KP14	\$ 29,000.00	19%	\$ 23,614.29	\$ 1,101.44	\$ 770.01	\$ 604.38	\$ 504.83		Custom Quote	Custom Quote
KIP 7980 4 Roll MFP System / Top Stacking - CIS Scanner	SYS7984K14	\$ 33,000.00	19%	\$ 26,871.43	\$ 1,253.36	\$ 876.22	\$ 687.75	\$ 574.46		Custom Quote	Custom Quote
KIP 7990 4 Roll MFP Production System with 2300 CCD Scanner & Integrated Top Stacking Print Tray (Dual Footprint)	SYS7994K14	\$ 41,000.00	18%	\$ 33,714.29	\$ 1,572.54	\$ 1,099.36	\$ 862.88	\$ 720.74		Custom Quote	Custom Quote
KIP 720 CIS Scanner includes System K Image Pro software for color and B&W scan to file (PC and Monitor NOT included)	SYS720IP	\$ 6,995.00	11%	\$ 6,200.00	\$ 289.19	\$ 202.17	\$ 158.68	\$ 132.54		Custom Quote	Custom Quote
KIP 2300 CCD Scanner includes System K Image Pro software for color and B&W scan to file (PC and Monitor NOT included)	SYS2300IP	\$ 13,995.00	15%	\$ 11,921.43	\$ 556.05	\$ 388.73	\$ 305.12	\$ 254.86		Custom Quote	Custom Quote
Optional Accessories:											
KIP 600 Series Start-Up Toner For Installation - (*Required with System Purchase)	DIGPDF-600K	\$ 400.00	31%	\$ 275.00	\$ 12.83	\$ 8.97	\$ 7.04	\$ 5.88			
PDF Format Printing Keycode	K1AKC00070	\$ 600.00	31%	\$ 412.50	\$ 19.24	\$ 13.45	\$ 10.56	\$ 8.82			
KIP Accounting & Cost Center	Z298080030	\$ 595.00	31%	\$ 412.50	\$ 19.24	\$ 13.45	\$ 10.56	\$ 8.82			
KIP 2300 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard	Z298080030	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03			
KIP 720 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard	EQAC054	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03			
KIP 720 Rear original stacking tray	KIP 650 Series Dock to Dock Freight	\$ 148.00	32%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14			
KIP 650 Series Dock to Dock Freight	KIP 660 Series Dock to Dock Freight	\$ 640.00	0%	\$ 640.00	\$ 29.85	\$ 20.87	\$ 16.38	\$ 13.68			
KIP 660 Series Dock to Dock Freight	KIP 650 Series Installation Service	\$ 665.00	0%	\$ 665.00	\$ 31.02	\$ 21.68	\$ 17.02	\$ 14.22			
KIP 650 Series Installation Service	KIP 660 Series Installation Service	\$ 795.00	0%	\$ 795.00	\$ 37.08	\$ 25.92	\$ 20.35	\$ 17.00			
KIP 660 Series Installation Service	Z350970015N	\$ 795.00	0%	\$ 795.00	\$ 37.08	\$ 25.92	\$ 20.35	\$ 17.00			
KIP 800 Series Start-Up Toner For Installation - (*Required with System Purchase)	MACH800S	\$ 615.00	29%	\$ 437.50	\$ 20.41	\$ 14.27	\$ 11.20	\$ 9.35			
KIP 800 Auto Stacker	KIP 70/800/900 Series Stackers and Stands Dock to Dock Freight	\$ 1,675.00	28%	\$ 1,203.75	\$ 56.15	\$ 39.25	\$ 30.81	\$ 25.73			
KIP 70/800/900 Series Stackers and Stands Dock to Dock Freight	DIGPDF-800K	\$ 100.00	0%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14			
PDF Format Printing Keycode	K1AKC00070	\$ 800.00	31%	\$ 552.50	\$ 25.77	\$ 18.02	\$ 14.14	\$ 11.81			
KIP Accounting & Cost Center	PPEHDKITK	\$ 595.00	31%	\$ 412.50	\$ 19.24	\$ 13.45	\$ 10.56	\$ 8.82			
Removable Secure Hard Drive Connection Kit (Security Option)	Z298080030	\$ 290.00	19%	\$ 233.75	\$ 10.90	\$ 7.62	\$ 5.98	\$ 5.00			

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Notes:											
Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	
EPSON SureColor T3170 Printer	SCT3170SR	\$ 995.00	-21%	\$ 1,200.00	\$ 55.97	\$ 39.13	\$ 30.71	\$ 25.65	Custom Quote	Custom Quote	
EPSON SureColor T3270 Printer, Single Roll 24"	SCT3270SR	\$ 2,995.00	14%	\$ 2,574.04	\$ 120.06	\$ 83.93	\$ 65.88	\$ 55.03	Custom Quote	Custom Quote	
EPSON SureColor T3475 Printer with WiFi	SCT3475SR	\$ 2,295.00	25%	\$ 1,724.91	\$ 80.45	\$ 56.25	\$ 44.15	\$ 36.88	Custom Quote	Custom Quote	
EPSON SureColor T5170 Printer	SCT5170SR	\$ 2,395.00	2%	\$ 2,353.68	\$ 109.78	\$ 76.75	\$ 60.24	\$ 50.32	Custom Quote	Custom Quote	
EPSON SureColor T5270 Printer, Dual Roll 36"	SCT5270DR	\$ 5,995.00	14%	\$ 5,152.28	\$ 240.32	\$ 168.01	\$ 131.87	\$ 110.15	Custom Quote	Custom Quote	
EPSON SureColor T5270 Printer, Single Roll 36"	SCT5270SR	\$ 3,995.00	13%	\$ 3,456.84	\$ 161.24	\$ 112.72	\$ 88.47	\$ 73.90	Custom Quote	Custom Quote	
EPSON SureColor T5475 Printer with WiFi	SCT5475SR	\$ 2,995.00	26%	\$ 2,227.37	\$ 103.89	\$ 72.63	\$ 57.01	\$ 47.62	Custom Quote	Custom Quote	
EPSON SureColor T7270 Printer, Dual Roll 44"	SCT7270DR	\$ 6,995.00	20%	\$ 5,614.04	\$ 261.86	\$ 183.06	\$ 143.69	\$ 120.02	Custom Quote	Custom Quote	
EPSON SureColor T7270 Printer, Single Roll 44"	SCT7270SR	\$ 4,995.00	19%	\$ 4,058.95	\$ 189.32	\$ 132.35	\$ 103.88	\$ 86.77	Custom Quote	Custom Quote	
EPSON SureColor T2170 24" Single Roll Printer	SCT2170SR	\$ 749.00	-25%	\$ 937.55	\$ 43.73	\$ 30.57	\$ 24.00	\$ 20.04	Custom Quote	Custom Quote	
EPSON SureColor T3170M 24" Multifunction Single Roll Printer	SCT3170M	\$ 2,545.00	13%	\$ 2,221.76	\$ 103.63	\$ 72.45	\$ 56.86	\$ 47.50	Custom Quote	Custom Quote	
EPSON SureColor T3170X 24" Single Roll, SuperTank Printer	SCT3170X	\$ 2,595.00	15%	\$ 2,206.32	\$ 102.91	\$ 71.94	\$ 56.47	\$ 47.17	Custom Quote	Custom Quote	
EPSON SureColor T5170M Printer	SCT5170M	\$ 4,995.00	11%	\$ 4,449.12	\$ 207.52	\$ 145.08	\$ 113.87	\$ 95.11	Custom Quote	Custom Quote	
EPSON SureColor T5470M 36" Printer with Integrated Scanner	SCT5470M	\$ 5,995.00	15%	\$ 5,082.11	\$ 237.04	\$ 165.72	\$ 130.07	\$ 108.65	Custom Quote	Custom Quote	
EPSON SureColor P900	C11CH37201	\$ 799.00	-71%	\$ 1,362.81	\$ 63.57	\$ 44.44	\$ 34.88	\$ 29.13	Custom Quote	Custom Quote	
EPSON SureColor P700	C11CH38201	\$ 599.99	-64%	\$ 981.05	\$ 45.76	\$ 31.99	\$ 25.11	\$ 20.97	Custom Quote	Custom Quote	
EPSON SureColor P20000 Production Edition Printer / T800 Inks	SCP20000PE	\$ 12,995.00	11%	\$ 11,536.84	\$ 538.11	\$ 376.19	\$ 295.27	\$ 246.63	Custom Quote	Custom Quote	
EPSON SureColor P20000 Standard Edition Printer	SCP20000SE	\$ 11,995.00	10%	\$ 10,807.01	\$ 504.07	\$ 352.40	\$ 276.59	\$ 231.03	Custom Quote	Custom Quote	
EPSON SureColor P5000 Commercial Edition	SCP5000CE	\$ 1,995.00	-11%	\$ 2,209.73	\$ 103.07	\$ 72.05	\$ 56.56	\$ 47.24	Custom Quote	Custom Quote	
EPSON SureColor P5000 Standard Edition	SCP5000SE	\$ 1,995.00	-11%	\$ 2,209.73	\$ 103.07	\$ 72.05	\$ 56.56	\$ 47.24	Custom Quote	Custom Quote	
EPSON SureColor P6000 Standard Edition Printer	SCP6000SE	\$ 2,995.00	-4%	\$ 3,120.57	\$ 145.55	\$ 101.76	\$ 79.87	\$ 66.71	Custom Quote	Custom Quote	
EPSON SureColor P7000 Commercial Edition Printer	SCP7000CE	\$ 3,495.00	2%	\$ 3,418.95	\$ 159.47	\$ 111.49	\$ 87.50	\$ 73.09	Custom Quote	Custom Quote	
EPSON SureColor P7000 Standard Edition Printer	SCP7000SE	\$ 3,495.00	2%	\$ 3,418.95	\$ 159.47	\$ 111.49	\$ 87.50	\$ 73.09	Custom Quote	Custom Quote	
EPSON SureColor P7570 Standard Edition Printer	SCP7570SE	\$ 4,695.00	22%	\$ 3,677.19	\$ 171.52	\$ 119.91	\$ 94.11	\$ 78.61	Custom Quote	Custom Quote	
EPSON SureColor P8000 Standard Edition Printer	SCP8000SE	\$ 4,995.00	-5%	\$ 5,219.85	\$ 243.47	\$ 170.21	\$ 133.60	\$ 111.59	Custom Quote	Custom Quote	
EPSON SureColor P9000 Commercial Edition Printer	SCP9000CE	\$ 4,995.00	-6%	\$ 5,305.27	\$ 247.45	\$ 172.99	\$ 135.78	\$ 113.42	Custom Quote	Custom Quote	
EPSON SureColor P9000 Standard Edition Printer	SCP9000SE	\$ 4,995.00	-6%	\$ 5,305.27	\$ 247.45	\$ 172.99	\$ 135.78	\$ 113.42	Custom Quote	Custom Quote	
EPSON SureColor P9570 Standard Edition Printer	SCP9570SE	\$ 6,595.00	14%	\$ 5,664.56	\$ 264.21	\$ 184.71	\$ 144.98	\$ 121.10	Custom Quote	Custom Quote	
Optional Accessories:											
EPSON SureColor T-Series Roll Media Adapter Set	C12C811401	\$ 149.95	10%	\$ 134.76	\$ 6.29	\$ 4.39	\$ 3.45	\$ 2.88			
EPSON SureColor T-Series Internal Hard Drive File System	C12C843911	\$ 399.95	13%	\$ 346.20	\$ 16.15	\$ 11.29	\$ 8.86	\$ 7.40			
EPSON SureColor T-Series Internal Print Server 320GB	C12C848031	\$ 399.95	11%	\$ 355.56	\$ 16.58	\$ 11.59	\$ 9.10	\$ 7.60			
EPSON Roll Feed Spindle (36")	C12C933131	\$ 159.00	2%	\$ 156.29	\$ 7.29	\$ 5.10	\$ 4.00	\$ 3.34			
EPSON SC-T3170 Optional 24" stand	C12C933151	\$ 249.00	1%	\$ 245.42	\$ 11.45	\$ 8.00	\$ 6.28	\$ 5.25			
EPSON SC-T3170 Roll Feed Spindle (24")	C12C933211	\$ 99.00	1%	\$ 97.68	\$ 4.56	\$ 3.19	\$ 2.50	\$ 2.09			
EPSON Roll Feed Spindle (24")	C12C933281	\$ 99.00	1%	\$ 97.68	\$ 4.56	\$ 3.19	\$ 2.50	\$ 2.09			
EPSON Roll Feed Spindle (36")	C12C933301	\$ 159.00	2%	\$ 156.29	\$ 7.29	\$ 5.10	\$ 4.00	\$ 3.34			
EPSON Maintenance Box	C13S210057	\$ 39.00	11%	\$ 34.80	\$ 1.62	\$ 1.13	\$ 0.89	\$ 0.74			
EPSON Borderless Replacement Pad Kit	C13S400064	\$ 49.00	12%	\$ 43.01	\$ 2.01	\$ 1.40	\$ 1.10	\$ 0.92			
EPSON SureColor T-Series Multi-function Scanner Kit for 36" / T5270, T5270D	SCT365SCAN	\$ 4,500.00	9%	\$ 4,109.94	\$ 191.70	\$ 134.02	\$ 105.19	\$ 87.86			
EPSON SureColor T-Series Multi-function Scanner Kit for 44" / T7270, T7270D	SCT445SCAN	\$ 4,500.00	9%	\$ 4,109.94	\$ 191.70	\$ 134.02	\$ 105.19	\$ 87.86			
EPSON SureColor T-Series Take-Up Roll Kit / T7000	SCT70TUR	\$ 1,295.00	13%	\$ 1,120.47	\$ 52.26	\$ 36.54	\$ 28.68	\$ 23.95			
EPSON Adobe Postscript 3 Expansion Unit	C12C891131	\$ 1,199.95	7%	\$ 1,113.56	\$ 51.94	\$ 36.31	\$ 28.50	\$ 23.81			
EPSON Auto Spare Cutter Blade	C13S210055	\$ 149.00	10%	\$ 133.82	\$ 6.24	\$ 4.36	\$ 3.43	\$ 2.86			
EPSON Auto Cutter Spare Blade	S902006	\$ 119.95	11%	\$ 106.67	\$ 4.98	\$ 3.48	\$ 2.73	\$ 2.28			

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Whole Unit Exchange - Max purchase (4) plans: SureColor T3100 Series	EPPT3100S1	\$ 149.00	17%	\$ 124.17	\$ 5.79	\$ 4.05	\$ 3.18	\$ 2.65		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Whole Unit Exchange - Max purchase (4) plans: SureColor T3100X Series	EPPT3100XS1	\$ 329.00	17%	\$ 274.17	\$ 12.79	\$ 8.94	\$ 7.02	\$ 5.86		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T3200 Series (T3270)	EPPT3200S1	\$ 449.00	17%	\$ 374.17	\$ 17.45	\$ 12.20	\$ 9.58	\$ 8.00		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Max purchase (4) plans: SureColor T3400 Series	EPPT3400S1	\$ 349.00	17%	\$ 290.83	\$ 13.57	\$ 9.48	\$ 7.44	\$ 6.22		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Max purchase (4) plans: SureColor T5100 Series	EPPT5100S1	\$ 349.00	17%	\$ 290.83	\$ 13.57	\$ 9.48	\$ 7.44	\$ 6.22		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T5200 Series (T5270 Single Roll)	EPPT5200S1	\$ 599.00	17%	\$ 499.17	\$ 23.28	\$ 16.28	\$ 12.78	\$ 10.67		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T5000 Series (T5270 Dual Roll)	EPPT5200S1DR	\$ 899.00	17%	\$ 749.17	\$ 34.94	\$ 24.43	\$ 19.17	\$ 16.02		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Max purchase (4) plans: SureColor T5400M Series	EPPT5400MS1	\$ 899.00	17%	\$ 749.17	\$ 34.94	\$ 24.43	\$ 19.17	\$ 16.02		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Max purchase (4) plans: SureColor T5400 Series	EPPT5400S1	\$ 449.00	17%	\$ 374.17	\$ 17.45	\$ 12.20	\$ 9.58	\$ 8.00		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T7200 series (T7270 Single Roll)	EPPT7200S1	\$ 749.00	17%	\$ 624.17	\$ 29.11	\$ 20.35	\$ 15.97	\$ 13.34		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T7000 Series (T7270 Dual Roll)	EPPT7200S1DR	\$ 1,049.00	17%	\$ 874.17	\$ 40.77	\$ 28.50	\$ 22.37	\$ 18.69		

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
XPJ461UF/ 661UF UV Ink Starter Kit (US11-220 ml/ CMYK)	11438	\$ 978.00	6%	\$ 918.75	\$ 42.85	\$ 29.96	\$ 23.51	\$ 19.64		
XPJ461UF/ 661UF UV Ink Starter Kit (US11-220 ml/ CMYK WH VA)	11439	\$ 978.00	6%	\$ 918.75	\$ 42.85	\$ 29.96	\$ 23.51	\$ 19.64		
UV 1638UH UV Ink - NEW (VJ-UH21-220 ml / CMYKx2)	11442	\$ 1,304.00	6%	\$ 1,225.00	\$ 57.14	\$ 39.94	\$ 31.35	\$ 26.19		
UV 1638UH UV Ink - NEW (VJ-UH21-220 ml / CMYK,WHx2 VAx2)	11443	\$ 1,304.00	6%	\$ 1,225.00	\$ 57.14	\$ 39.94	\$ 31.35	\$ 26.19		
* UV 1638UH/UR Flexible UV Ink (VJ-US11-220 ml / CMYKx2)	11433	\$ 1,304.00	6%	\$ 1,225.00	\$ 57.14	\$ 39.94	\$ 31.35	\$ 26.19		
* UV 1638UH/UR Flexible UV Ink (VJ-US11-220 ml / CMYK,WHx2 VAx2)	11434	\$ 1,304.00	6%	\$ 1,225.00	\$ 57.14	\$ 39.94	\$ 31.35	\$ 26.19		
PJUVG5 Ink Starter Kit (PJUVG5-1000ml/ CMYK x2)	11535	\$ 2,440.00	0%	\$ 2,442.50	\$ 113.93	\$ 79.65	\$ 62.51	\$ 52.22		
PJUVG5 Ink Starter Kit (PJUVG5-1000ml/ CMYK WH x2)	11536	\$ 3,100.00	0%	\$ 3,100.00	\$ 144.59	\$ 101.08	\$ 79.34	\$ 66.27		
PJUVG5 Ink Starter Kit (PJUVG5-1000ml/ CMYK WH VA x2)	11537	\$ 3,520.00		\$ 3,520.00						
Optional Accessories:										
Optional VJ 628 Stand (Original manufacturer's 12 month on-site limited warranty, including parts & labor)	VJ628-STD	\$ 299.00	0%	\$ 298.75	\$ 13.93	\$ 9.74	\$ 7.65	\$ 6.39		
XpertJet 461UF Vacuum Table - NEW (Original manufacturer's 12 month on-site limited warranty, including parts & labor)	IJ-TBLV-01	\$ 1,595.00	6%	\$ 1,495.00	\$ 69.73	\$ 48.75	\$ 38.26	\$ 31.96		
XpertJet 461UF Crank Hadle - NEW (Original manufacturer's 12 month on-site limited warranty, including parts & labor)	IJ-CRANK-01	\$ 195.00	6%	\$ 182.50	\$ 8.51	\$ 5.95	\$ 4.67	\$ 3.90		
ValueJet 626UF/ XpertJet 661UF Rotary Spindle	IJ-RTU-01	\$ 2,495.00	0%	\$ 2,495.00	\$ 116.37	\$ 81.36	\$ 63.86	\$ 53.34		
StartRight Kit for XPJ661UF - NEW	SRK_661UF	\$ 995.00	0%	\$ 995.00	\$ 46.41	\$ 32.44	\$ 25.47	\$ 21.27		
PJ-2508UF 2 Head Upgrade Kit (Original manufacturer's 12 month on-site limited warranty, including parts & labor)	PJ-2508UPKT	\$ 9,995.00	0%	\$ 9,993.75	\$ 466.14	\$ 325.88	\$ 255.78	\$ 213.65		

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Straight Shooter Conveyor	RSC-36KD	\$ 2,995.00	0%	\$ 2,995.00	\$ 139.70	\$ 97.66	\$ 76.65	\$ 64.03		
IC Authentication Kit II	S-1329	\$ 990.00	19%	\$ 798.67	\$ 37.25	\$ 26.04	\$ 20.44	\$ 17.07		
IC Card Reader Activation Kit	S-9184	\$ 149.00	12%	\$ 130.67	\$ 6.09	\$ 4.26	\$ 3.34	\$ 2.79		
Lift Handles (Requires 4)	022-11500-207	\$ 94.70	12%	\$ 83.33	\$ 3.89	\$ 2.72	\$ 2.13	\$ 1.78		

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
860 1 Year Extended Warranty	EPR8A00186-001	\$ 899.00	7%	\$ 838.46	\$ 39.11	\$ 27.34	\$ 21.46	\$ 17.92		
860 2 Year Extended Warranty	EPR8A00286-002	\$ 1,349.00	7%	\$ 1,255.13	\$ 58.54	\$ 40.93	\$ 32.12	\$ 26.83		
980 1 Year Extended Warranty	EPR8A00198-001	\$ 2,999.00	5%	\$ 2,851.28	\$ 132.99	\$ 92.97	\$ 72.98	\$ 60.95		
980 2 Year Extended Warranty	EPR8A00298-002	\$ 4,499.00	6%	\$ 4,229.49	\$ 197.28	\$ 137.92	\$ 108.25	\$ 90.42		

Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Xerox W130 Scanner w/Imprinter, America	XW130A-w/Imp	\$ 8,995.00	20%	\$ 7,196.00	\$ 335.64	\$ 234.65	\$ 184.17	\$ 153.84	Custom Quote	Custom Quote
Xerox W130 Scanner, America	XW130-A	7,995.00	21%	\$ 6,289.33	\$ 293.35	\$ 205.08	\$ 160.97	\$ 134.45	Custom Quote	Custom Quote
Xerox W110 Scanner, America	XW110-A	5,995.00	33%	\$ 4,000.00	\$ 186.57	\$ 130.43	\$ 102.38	\$ 85.51	Custom Quote	Custom Quote
Xerox DocuMate 4830i	XDM4830i-U	2,395.00	18%	\$ 1,968.78	\$ 91.83	\$ 64.20	\$ 50.39	\$ 42.09	Custom Quote	Custom Quote
Xerox D70n Scanner, Universal	XDM5540-U	1,295.00	16%	\$ 1,086.67	\$ 50.69	\$ 35.43	\$ 27.81	\$ 23.23	Custom Quote	Custom Quote
Xerox N60W Scanner	XD70n-U	1,399.00	20%	\$ 1,120.00	\$ 52.24	\$ 36.52	\$ 28.67	\$ 23.94	Custom Quote	Custom Quote
Xerox DocuMate 6440	XN60W-U	649.00	20%	\$ 518.17	\$ 24.17	\$ 16.90	\$ 13.26	\$ 11.08	Custom Quote	Custom Quote
Xerox DocuMate 4700	XDM6440-U	795.00	24%	\$ 607.78	\$ 28.35	\$ 19.82	\$ 15.56	\$ 12.99	Custom Quote	Custom Quote
Xerox DocuMate 152i	XDM32205M-WU	299.00	10%	\$ 270.12	\$ 12.60	\$ 8.81	\$ 6.91	\$ 5.77	Custom Quote	Custom Quote
Xerox Portable Duplex Scanner	XDM31255M-WU	339.99	37%	\$ 213.33	\$ 9.95	\$ 6.96	\$ 5.46	\$ 4.56	Custom Quote	Custom Quote
Xerox Duplex Combo Scanner	XDM47005M-WU	269.99	15%	\$ 228.80	\$ 10.67	\$ 7.46	\$ 5.86	\$ 4.89	Custom Quote	Custom Quote
Xerox Duplex Combo Scanner-g (GSA Trade Compliant)	XDM152i-U	595.00	44%	\$ 336.00	\$ 15.67	\$ 10.96	\$ 8.60	\$ 7.18	Custom Quote	Custom Quote
Xerox D35 Scanner, Universal	XDS-P	359.99	20%	\$ 286.67	\$ 13.37	\$ 9.35	\$ 7.34	\$ 6.13	Custom Quote	Custom Quote
Xerox D35 Scanner-g, (GSA Trade Compliant)	XD-Combo	399.99	20%	\$ 320.00	\$ 14.93	\$ 10.43	\$ 8.19	\$ 6.84	Custom Quote	Custom Quote
Optional Accessories:										
Includes friction roller and cleaning kit	XD35-MMK	\$ 89.99	8%	\$ 82.67	\$ 3.86	\$ 2.70	\$ 2.12	\$ 1.77		
ADF Roller, ROHS, Xerox D35, 200k expected page yield	ADFRoll-D35wn	\$ 29.99	11%	\$ 26.67	\$ 1.24	\$ 0.87	\$ 0.68	\$ 0.57		
Friction Roller, RoHS, Xerox D35, 100k expected page yield	FRoll-D35wn	\$ 39.99	0%	\$ 40.00	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.86		
Xerox Cleaning & Maintenance Kit, Xerox W110, W130.	XW130-MMK	\$ 249.00	10%	\$ 225.33	\$ 10.51	\$ 7.35	\$ 5.77	\$ 4.82		
ADF Roller, Xerox W110, W130. (002-8669-0-SP)	ADFRoll-W130	\$ 108.00	10%	\$ 97.33	\$ 4.54	\$ 3.17	\$ 2.49	\$ 2.08		
Reverse Pickup, Xerox W110, W130. (002-9930-0-SP)	RevRoll-W130	\$ 144.00	9%	\$ 130.67	\$ 6.09	\$ 4.26	\$ 3.34	\$ 2.79		
Pickup Roller, Xerox W110, W130. (002-8671-0-SP)	PURoll-W130	\$ 81.00	9%	\$ 73.33	\$ 3.42	\$ 2.39	\$ 1.88	\$ 1.57		
1 ADF ROLLER, 2 REVERSE ROLLER, 1 Steak-Free De-Ionized Solution, 10 Cleaning cloth, 10 Pre-treated alcohol Cleaning Pad, 1 Cleaning Instruction, 5 Blue heavy duty cleaning cloth; For dual motors model 6440/N60W/D70N	64Dual-MMK	\$ 199.99	6%	\$ 188.00	\$ 8.77	\$ 6.13	\$ 4.81	\$ 4.02		
*This is not a consumable part, (not included in the Maintenance Kit), but can be ordered separately. S/b "Pickup Roller;" For dual motor models 6440/N60W/D70N. (65-2610-000)	PURoll-6440/HW	\$ 52.99	0%	\$ 52.99	\$ 2.47	\$ 1.73	\$ 1.36	\$ 1.13		
S/b ADF Roller; For dual motor models 6440/N60W/D70N. (65-2609-000)	ADFRoll-6440/HW	\$ 42.99	0%	\$ 42.99	\$ 2.01	\$ 1.40	\$ 1.10	\$ 0.92		
S/b Reverse roller; For dual motor models 6440/N60W/D70N. (65-2611-000)	RevRoll-6440/HW	\$ 42.99	0%	\$ 42.99	\$ 2.01	\$ 1.40	\$ 1.10	\$ 0.92		
64XX Series Complete Maintenance ADF Kit	64xx-MMK	\$ 178.99	55%	\$ 79.99	\$ 3.73	\$ 2.61	\$ 2.05	\$ 1.71		
64XX Series ADF Roller	FRoll-X40/D40	\$ 39.99	0%	\$ 39.99	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.85		
64XX Series Separation Reverse Roller	SRRoll-X40/D40	\$ 39.99	0%	\$ 39.99	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.85		
1 ADF Roller, 1 bottle of Streak-Free De-Ionized Solution,3 ADF Feeding Pads, 3 Heavy-Duty Cleaning Cloths, 10 Pre-Treated Alcohol Cleaning Pads, 10 Cleaning Cloths	DPS-MMK	\$ 99.99	20%	\$ 79.99	\$ 3.73	\$ 2.61	\$ 2.05	\$ 1.71		
Hi-Speed USB Scanner server provides fast Ethernet connectivity for Hi-Speed USB 2.0 Visioneer or Xerox scanners	VNS-3000	\$ 149.99	20%	\$ 119.99	\$ 5.60	\$ 3.91	\$ 3.07	\$ 2.57		
Xerox DocuMate Maintenance Kit DM5540	XDM-ADF/5540	\$ 149.99	20%	\$ 119.99	\$ 5.60	\$ 3.91	\$ 3.07	\$ 2.57		
Xerox DocuMate Maintenance Kit, Xerox DM 4830i	XDM-ADF/4830i	\$ 249.99	20%	\$ 199.99	\$ 9.33	\$ 6.52	\$ 5.12	\$ 4.28		
VisionAid Maintenance ADF Kit 3220	VA-ADF/3220	\$ 99.99	20%	\$ 79						

Product Descriptions & Accessories		Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Maintenance Kit, Xerox Simplex/Duplex Combo	XSDC-MMK	\$ 72.00	7%	\$ 67.20	\$ 3.13	\$ 2.19	\$ 1.72	\$ 1.44			
Xerox D35 1-Yr Advanced Exchange	S-D35-ADV/1Y	\$ 69.00	9%	\$ 62.67	\$ 2.92	\$ 2.04	\$ 1.60	\$ 1.34			
Xerox D35 2-Yr Advanced Exchange	S-D35-ADV/2Y	\$ 99.00	10%	\$ 89.33	\$ 4.17	\$ 2.91	\$ 2.29	\$ 1.91			
Xerox D35 3-Yr Advanced Exchange	S-D35-ADV/3Y	\$ 159.00	10%	\$ 142.67	\$ 6.65	\$ 4.65	\$ 3.65	\$ 3.05			
Xerox D35 4-Yr Advanced Exchange	S-D35-ADV/4Y	\$ 199.00	10%	\$ 178.67	\$ 8.33	\$ 5.83	\$ 4.57	\$ 3.82			
Xerox D35 5-Yr Advanced Exchange	S-D35-ADV/5Y	\$ 249.00	10%	\$ 224.00	\$ 10.45	\$ 7.30	\$ 5.73	\$ 4.79			
Xerox D35 Renewal 1-Yr Advanced Exchange	S-D35-ADV/RENU	\$ 99.00	10%	\$ 89.33	\$ 4.17	\$ 2.91	\$ 2.29	\$ 1.91			
Xerox N60w 1-Yr Advanced Exchange	S-N60w-ADV/1Y	\$ 129.00	20%	\$ 103.20	\$ 4.81	\$ 3.37	\$ 2.64	\$ 2.21			
Xerox N60w 2-Yr Advanced Exchange	S-N60w-ADV/2Y	\$ 199.00	20%	\$ 159.20	\$ 7.43	\$ 5.19	\$ 4.07	\$ 3.40			
Xerox N60w 3-Yr Advanced Exchange	S-N60w-ADV/3Y	\$ 309.00	20%	\$ 247.20	\$ 11.53	\$ 8.06	\$ 6.33	\$ 5.28			
Xerox N60w 4-Yr Advanced Exchange	S-N60w-ADV/4Y	\$ 419.00	20%	\$ 335.20	\$ 15.63	\$ 10.93	\$ 8.58	\$ 7.17			
Xerox N60w 5-Yr Advanced Exchange	S-N60w-ADV/5Y	\$ 529.00	20%	\$ 423.20	\$ 19.74	\$ 13.80	\$ 10.83	\$ 9.05			
Xerox N60w Renewal 1-Yr Advanced Exchange	S-N60w-ADV/RENU	\$ 199.00	20%	\$ 159.20	\$ 7.43	\$ 5.19	\$ 4.07	\$ 3.40			
Xerox W110/W130 1-Yr Advanced Exchange	S-W130-ADV/1Y	\$ 839.00	43%	\$ 479.20	\$ 22.35	\$ 15.63	\$ 12.26	\$ 10.24			
Xerox W110/W130 2-Yr Advanced Exchange	S-W130-ADV/2Y	\$ 1,599.00	60%	\$ 639.20	\$ 29.81	\$ 20.84	\$ 16.36	\$ 13.66			
Xerox W110/W130 3-Yr Advanced Exchange	S-W130-ADV/3Y	\$ 2,199.00	60%	\$ 879.20	\$ 41.01	\$ 28.67	\$ 22.50	\$ 18.80			
Xerox W110/W130 4-Yr Advanced Exchange	S-W130-ADV/4Y	\$ 2,999.00	60%	\$ 1,199.20	\$ 55.93	\$ 39.10	\$ 30.69	\$ 25.64			
Xerox W110/W130 5-Yr Advanced Exchange	S-W130-ADV/5Y	\$ 3,899.00	59%	\$ 1,599.20	\$ 74.59	\$ 52.15	\$ 40.93	\$ 34.19			
Xerox W110/W130 Renewal 1-Yr Advanced Exchange	S-W130-ADV/RENU	\$ 1,119.00	51%	\$ 543.20	\$ 25.34	\$ 17.71	\$ 13.90	\$ 11.61			
Xerox W110/W130 1-Yr Onsite Next Business Day	S-W130-NBD/1Y	\$ 1,399.00	20%	\$ 1,120.00	\$ 52.24	\$ 36.52	\$ 28.67	\$ 23.94			
Xerox W110/W130 2-Yr Onsite Next Business Day	S-W130-NBD/2Y	\$ 2,299.00	20%	\$ 1,840.00	\$ 85.82	\$ 60.00	\$ 47.09	\$ 39.34			
Xerox W110/W130 3-Yr Onsite Next Business Day	S-W130-NBD/3Y	\$ 3,329.00	20%	\$ 2,664.00	\$ 124.26	\$ 86.87	\$ 68.18	\$ 56.95			
Xerox W110/W130 4-Yr Onsite Next Business Day	S-W130-NBD/4Y	\$ 4,489.00	20%	\$ 3,592.00	\$ 167.54	\$ 117.13	\$ 91.93	\$ 76.79			
Xerox W110/W130 5-Yr Onsite Next Business Day	S-W130-NBD/5Y	\$ 5,649.00	20%	\$ 4,520.00	\$ 210.83	\$ 147.39	\$ 115.68	\$ 96.63			
Xerox W110/W130 Renewal 1-Yr Onsite Next Business Day	S-W130-NBD/RENU	\$ 1,499.00	20%	\$ 1,200.00	\$ 55.97	\$ 39.13	\$ 30.71	\$ 25.65			
Xerox W110/W130 1-Yr Onsite 4-Hour Response	S-W130-4HR/1Y	\$ 1,749.00	20%	\$ 1,400.00	\$ 65.30	\$ 45.65	\$ 35.83	\$ 29.93			
Xerox W110/W130 2-Yr Onsite 4-Hour Response	S-W130-4HR/2Y	\$ 2,879.00	20%	\$ 2,304.00	\$ 107.47	\$ 75.13	\$ 58.97	\$ 49.25			
Xerox W110/W130 3-Yr Onsite 4-Hour Response	S-W130-4HR/3Y	\$ 4,139.00	20%	\$ 3,312.00	\$ 154.48	\$ 108.00	\$ 84.77	\$ 70.80			
Xerox W110/W130 4-Yr Onsite 4-Hour Response	S-W130-4HR/4Y	\$ 5,519.00	20%	\$ 4,416.00	\$ 205.98	\$ 144.00	\$ 113.02	\$ 94.41			
Xerox W110/W130 5-Yr Onsite 4-Hour Response	S-W130-4HR/5Y	\$ 6,899.00	20%	\$ 5,520.00	\$ 257.47	\$ 180.00	\$ 141.28	\$ 118.01			
Xerox W110/W130 Renewal 1-Yr Onsite 4-Hour Response	S-W130-4HR/RENU	\$ 1,849.00	20%	\$ 1,480.00	\$ 69.03	\$ 48.26	\$ 37.88	\$ 31.64			
Xerox W130 w/imprinter 1-Yr Advanced Exchange	S-W130imp-ADV/1	\$ 919.00	44%	\$ 519.20	\$ 24.22	\$ 16.93	\$ 13.29	\$ 11.10			
Xerox W130 w/imprinter 2-Yr Advanced Exchange	S-W130imp-ADV/2	\$ 1,749.00	60%	\$ 703.20	\$ 32.80	\$ 22.93	\$ 18.00	\$ 15.03			
Xerox W130 w/imprinter 3-Yr Advanced Exchange	S-W130imp-ADV/3	\$ 2,419.00	60%	\$ 959.20	\$ 44.74	\$ 31.28	\$ 24.55	\$ 20.51			
Xerox W130 w/imprinter 4-Yr Advanced Exchange	S-W130imp-ADV/4	\$ 3,299.00	60%	\$ 1,319.20	\$ 61.53	\$ 43.02	\$ 33.76	\$ 28.20			
Xerox W130 w/imprinter 5-Yr Advanced Exchange	S-W130imp-ADV/5	\$ 4,289.00	60%	\$ 1,719.20	\$ 80.19	\$ 56.06	\$ 44.00	\$ 36.75			
Xerox W130 w/imprinter Renewal 1-Yr Advanced Exchange	S-W130imp-ADV/R	\$ 1,229.00	51%	\$ 599.20	\$ 27.95	\$ 19.54	\$ 15.34	\$ 12.81			
Xerox W130 w/imprinter 1-Yr Onsite Next Business Day	S-W130imp-NBD/1	\$ 1,539.00	20%	\$ 1,231.20	\$ 57.43	\$ 40.15	\$ 31.51	\$ 26.32			
Xerox W130 w/imprinter 2-Yr Onsite Next Business Day	S-W130imp-NBD/2	\$ 2,529.00	20%	\$ 2,023.20	\$ 94.37	\$ 65.97	\$ 51.78	\$ 43.25			
Xerox W130 w/imprinter 3-Yr Onsite Next Business Day	S-W130imp-NBD/3	\$ 3,659.00	20%	\$ 2,927.20	\$ 136.53	\$ 95.45	\$ 74.92	\$ 62.58			
Xerox W130 w/imprinter 4-Yr Onsite Next Business Day	S-W130imp-NBD/4	\$ 4,939.00	20%	\$ 3,951.20	\$ 184.30	\$ 128.84	\$ 101.13	\$ 84.47			
Xerox W130 w/imprinter 5-Yr Onsite Next Business Day	S-W130imp-NBD/5	\$ 6,219.00	20%	\$ 4,975.20	\$ 232.06	\$ 162.23	\$ 127.34	\$ 106.36			
Xerox W130 w/imprinter Renewal 1-Yr Onsite Next Business Day	S-W130imp-NBD/R	\$ 1,649.00	20%	\$ 1,319.20	\$ 61.53	\$ 43.02	\$ 33.76	\$ 28.20			
Xerox W130 w/imprinter 1-Yr Onsite 4-Hour Response	S-W130imp-4HR/1	\$ 1,919.00	20%	\$ 1,535.20	\$ 71.61	\$ 50.06	\$ 39.29	\$ 32.82			
Xerox W130 w/imprinter 2-Yr Onsite 4-Hour Response	S-W130imp-4HR/2	\$ 3,169.00	20%	\$ 2,535.20	\$ 118.25	\$ 82.67	\$ 64.89	\$ 54.20			
Xerox W130 w/imprinter 3-Yr Onsite 4-Hour Response	S-W130imp-4HR/3	\$ 4,549.00	20%	\$ 3,639.20	\$ 169.74	\$ 118.67	\$ 93.14	\$ 77.80			
Xerox W130 w/imprinter 4-Yr Onsite 4-Hour Response	S-W130imp-4HR/4	\$ 6,079.00	20%	\$ 4,863.20	\$ 226.83	\$ 158.58	\$ 124.47	\$ 103.97			
Xerox W130 w/imprinter 5-Yr Onsite 4-Hour Response	S-W130imp-4HR/5	\$ 7,589.00	20%	\$ 6,071.20	\$ 283.18	\$ 197.97	\$ 155.39	\$ 129.79			

Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Xerox W130 w/imprinter Renewal 1-Yr Onsite 4-Hour Response	S-W130imp-4HR/R	\$ 2,039.00	20%	\$ 1,631.20	\$ 76.08	\$ 53.19	\$ 41.75	\$ 34.87		

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Xerox Duplex Portable Renewal 1-Yr Advanced Exchange	S-XDPS-ADV/RENU	\$ 89.00	19%	\$ 72.00	\$ 3.36	\$ 2.35	\$ 1.84	\$ 1.54		
Xerox Duplex Combo 1-Yr Advanced Exchange	S-XDCS-ADV/1Y	\$ 64.00	10%	\$ 57.33	\$ 2.67	\$ 1.87	\$ 1.47	\$ 1.23		
Xerox Duplex Combo 2-Yr Advanced Exchange	S-XDCS-ADV/2Y	\$ 94.00	11%	\$ 84.00	\$ 3.92	\$ 2.74	\$ 2.15	\$ 1.80		
Xerox Duplex Combo 3-Yr Advanced Exchange	S-XDCS-ADV/3Y	\$ 154.00	10%	\$ 138.67	\$ 6.47	\$ 4.52	\$ 3.55	\$ 2.96		
Xerox Duplex Combo 4-Yr Advanced Exchange	S-XDCS-ADV/4Y	\$ 194.00	11%	\$ 173.33	\$ 8.08	\$ 5.65	\$ 4.44	\$ 3.71		
Xerox Duplex Combo 5-Yr Advanced Exchange	S-XDCS-ADV/5Y	\$ 244.00	10%	\$ 218.67	\$ 10.20	\$ 7.13	\$ 5.60	\$ 4.67		
Xerox Duplex Combo Renewal 1-Yr Advanced Exchange	S-XDCS-ADV/RENU	\$ 94.00	11%	\$ 84.00	\$ 3.92	\$ 2.74	\$ 2.15	\$ 1.80		
Xerox PassPort Scanner Accessory 1-Yr Advanced Exchange	S-XPPort-ADV/1Y	\$ 79.00	11%	\$ 70.67	\$ 3.30	\$ 2.30	\$ 1.81	\$ 1.51		
Xerox PassPort Scanner Accessory Renewal 1-Yr Advanced Exchange	S-XPPort-ADV/RENU	\$ 109.00	9%	\$ 98.67	\$ 4.60	\$ 3.22	\$ 2.53	\$ 2.11		

Print Management Programs

Office A4 Desktop Flat Rate Program			
Volume Band	Meter	Monthly MPS Rate	
500	B/W & Color	Included (\$0	
1,000	B/W & Color	\$	20.00
2,000	B/W & Color	\$	70.00
3,000	B/W & Color	\$	90.00
5,000	B/W & Color	\$	135.00
7,000	B/W & Color	\$	175.00
10,000	B/W & Color	\$	225.00
Rate Vol >10K Inc.	B/W & Color	\$	0.02250
All volume in Flat Rate is done in 1k increments			
Includes all Xerox & Approved Brother, HP & Lexmark Models			

360 Unlimited MPS Program						
Desktop Group	B/W Allowance	Approved Models	Color CPC	Unlimited Monthly MPS Rate	Device Inclusive Additional Rate	Add Tray Additional Rate
Single User	Unlimited	Xerox & Approved Brother, HP, Lexmark Models	0.00089	\$ 20.00	N/A	\$ 5.00
		B/C400 B/C405 BRO6250 BRO6900 BRO6400 BRO9310 BRO9570 HP Laser	0.00089	\$ 45.00	B/C400: \$15 B/C405: \$25 BRO6250: \$10 BRO6900: \$25 BRO6400: \$15 BRO9310: \$15 BRO9570: \$25	
Work Group A	Unlimited	Lexmark Laser				\$ 15.00
Work Group B	Unlimited	B/C600 B/C605	0.00089	\$ 75.00	B/C600: \$30 B/C605: \$30	\$ 15.00

Office CPC MPS Program		
Volume Band	B/W CPC	CLR CPC
No Volume Included	0.0011	0.089
1,000-5,000	0.0095	0.079
2,001-25,000	0.0085	0.069
25,001+	0.0075	0.055
\$10 Minimum per Unit		
Includes all Xerox & Approved Brother, HP & Lexmark Models		

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PACE Co-op Catalog

The lease rate used in the tables on the following pages are non-profit rates. Governmental lease rates are lower and will be applicable on associated Government accounts and orders. All prices are single unit prices. When multiple units are purchased, additional discounts will be applicable.

Discounts given on the Cooperative contract are equal to or greater than any contract XBS Southwest currently has on all categories and products. XBS Southwest will maintain discounts equal to or greater than any other contract XBS Southwest currently offers for the PACE Cooperative contract.

Tab 5: Terms of Payment & Required Documents

Terms of Payment

After pricing is determined or contractual agreements have been solidified, XBS Southwest will generate and send monthly invoices for the monthly lease or rental of equipment and/or maintenance to the customer.

The terms of the agreement will be noted on the invoices in the 'Terms' field. For example, "Net 30 Days From Invoice" or payment is due within 30 days after the invoice date. Monthly invoices and statements are generated and sent to the appointed department to process payments. The invoice will include date ranges, equipment identification and serial numbers, equipment location, bill to and remittance addresses and the items covered in the maintenance agreement. Additional items that will be included on your invoice: PO No., PO Item No., Location, network name, manufacturer, model, XBS Southwest customer No., equipment serial number, starting and ending meter reads, total meter count, recommended monthly volume, cost per month at/or below recommended monthly volume, cost per month above monthly volume and total payment per device/entire fleet.

Payments can be received via check or credit card and are remitted to the XBS Southwest Accounts Receivable department. In the event payments are past due, a call will be placed to the responsible party for the account, in order to secure payment. Invoicing and statement reprints are available upon request.

Invoices may be customized upon additional request.

PACE Purchasing Cooperative
1314 Hines Avenue
San Antonio, Texas 78208
Telephone: (210) 370-5200
www.pacecoop.org

SEALED PROPOSAL

September 30, 2021



Please quote the following not later than 2:00 p.m., NOVEMBER 4, 2021

Company : Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest

SEALED PROPOSAL
to be marked No. P00230

Proposal On:
Copier Supplies, Equipment and
Connectivity

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PRICE - F.O.B. - Destination

PACE Purchasing Cooperative will accept proposals for the purchase of Copier Supplies, Equipment and Connectivity **Proposal #P00230**, as per the attached specifications, terms and conditions. Proposals will be accepted by PACE Purchasing Cooperative until 2:00 p.m. local time, THURSDAY, NOVEMBER 4, 2021 at which time they will be opened and tabulated for approval.

Faxed proposals will not be considered. By submitting a proposal, vendor certifies to the best of his/her knowledge that all information is true and correct. All proposals must be sealed and received prior to scheduled opening time at the address listed in the box below. Proposals must be plainly marked on outside of envelope:

Mr. Jim Metzger, Purchasing Coordinator
Business and Human Resource Services
Education Service Center, Region 20
1314 Hines Avenue
San Antonio, TX 78208

SEALED Proposal #P00230
Copier Supplies, Equipment and Connectivity

Proposal Opening: 2:00 p.m., NOVEMBER 4, 2021

Proposals must be submitted on the forms provided or proposal may be rejected. Only proposals received by the date and time specified will be considered. Vendors are invited to be present at the opening of the proposals to be held at PACE PURCHASING COOPERATIVE, **Conference Center Building**, 1314 Hines Avenue, on the above date. **PRICE, QUALITY, AND SUITABILITY**: It is not the policy of PACE Purchasing Cooperative to purchase on the basis of low price alone, quality and suitability to purpose are taken into consideration. Quote lowest possible net price after all trade discounts have been deducted. Term discount, if any, must be indicated on **Signature, Deviation or Compliance Notation & Felony Notification Page** and **will be considered** in awarding proposals.

Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered.

PACE PURCHASING COOPERATIVE
1314 Hines Avenue
San Antonio, TX 78208

Proposal No.: P00230
Proposal On: Copier Supplies, Equipment and Connectivity
Proposal Opening: 2:00 p.m., NOVEMBER 4, 2021
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Company Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest

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Dahill Office Technology Corporation
Company dba Xerox Business Solutions Southwest

1.0 SCOPE OF SERVICES

This proposal is intended to be used to provide PACE Purchasing Cooperative and participating cooperative entity members with their requirements for Copier Supplies, Equipment and Connectivity from January 1, 2022 through December 31, 2023 with four renewal options, in accordance with specifications and conditions embodied in this proposal. It is the expectation that this contract will not be a multiple awarded.

This contract will be effective for one period with four renewal options (periods listed below), at PACE PURCHASING COOPERATIVES option and with the acceptance of the awarded vendor(s).

First Term	-	January 1, 2022 through December 31, 2023
Second Term	-	January 1, 2024 through December 31, 2025
Third Term	-	January 1, 2026 through December 31, 2026
Fourth Term	-	January 1, 2027 through December 31, 2027
Fifth Term	-	January 1, 2028 through December 31, 2028

2.0 SPECIAL CONDITIONS

- a) When requested after award, vendor must provide training, installation & system integration. Vendor must indicate when an additional charge will be made for these services. In the absence of any entry, vendor assures PACE these services will be provided at no charge.
- b) Supplies quoted **must be new** with original manufacturer warranty and packaging. Individual packaging shall be labeled showing the name of the manufacturer, brand name, name of product, quantity of contents & complete directions for use. Labels & labeling shall conform to all federal regulatory requirements for goods in interstate commerce and containers shall meet DOT requirements. Shipping packaging/cases shall be marked to show name of supplier, name & address of receiving agency and agency purchase order number, and must be delivered with material safety data sheets where required.
- c) Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multiple year contracts. The right is reserved to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.
- d) Award information will be furnished to all members. Contracts for purchase will be put into effect by means of purchase orders prepared by participating districts after this proposal has been awarded. **All orders, deliveries, billings, and payments will be made with each member directly.**
- e) PACE PURCHASING COOPERATIVE members will not be responsible for any material being delivered or services performed without a purchase order, signed by an authorized representative. No valid orders will be submitted without a purchase order and shall not be accepted by the vendor without a purchase order number.
- f) The variety and quality of the products and services offered by the vendor are expected to be leading the industry.
- g) Selected Provider will contract with PACE to pay a monthly administration fee to PACE generated by the sale of products and services. Each proposal must state an admin fee percentage of gross sales to be paid to PACE by the selected Vendor.
- h) The Contract issued to the selected Provider as a result of this RFP will contain a Default Clause containing definitions, procedures and timelines that if invoked, could result in Termination of the contract and put any investment of the Provider in fulfilling the Contract in jeopardy.

2.0 SPECIFIC CONDITIONS (continued)

- i) Supplies will be purchased as needs arise and funding allows, there is no guarantee to purchase.
- j) This proposal shall be awarded to the successful vendor(s) by confirmation letter.
- k) This proposal is intended to hold firm discounts for a period of one term after the proposal is awarded and the renewal period(s). In the event this proposal expires before another proposal is awarded, the vendors shall extend the contract on a month-to-month basis, for a maximum of 3 months, by mutual agreement.
- l) Public Disclosure – No public disclosures or news releases shall be made pertaining to this RFP or subsequent Contract award without written approval of PACE Purchasing Cooperative.
- m) The selected vendor will be required to actively market, sell and service catalog products and services to selected members throughout Texas and other states through a collaborative purchasing agreement with the PACE purchasing cooperative.
- o) The award of this contract will be an award of the vendors entire catalog offerings regardless of the sections responded to.

3.0 GENERAL TERMS

- a) All contracts and agreements between vendors and PACE PURCHASING COOPERATIVE members shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text, 2/Sales.
- b) Vendors are advised that contracts are subject to all legal requirements provided for in the Texas Education Code, Subchapter B, Section 44.031 and/or applicable state and federal statutes. Any proposal after being awarded becomes subject to the Open Records Act, Article 6252-17a VTCS.
- c) If product and/or service provided is not satisfactory, this agreement can be terminated at any time upon a 30-day written notice.
- d) PACE PURCHASING COOPERATIVE members reserve the right to all warranties, express and implied.
- e) All parties agree that venue for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal.
- f) Patented or copyright protected items: Vendor agrees to protect PACE PURCHASING COOPERATIVE members from recourse and all claims arising from rights under patent, copyright, trademark or application infringement.
- g) Award(s) resulting from this request are not exclusive agreements to purchase. PACE PURCHASING COOPERATIVE members reserve the right and option, without penalty, to purchase like materials and services from other legal sources when and if such purchases, in their opinion, are necessary and in the best interest of PACE PURCHASING COOPERATIVE member.

3.0 GENERAL TERMS (continued)

- h) It is understood and agreed that PACE PURCHASING COOPERATIVE members reserve the right to make minor modifications to conditions of this proposal due to unforeseen circumstances, by mutual agreement with selected supplier, both at the time of acceptance of this quotation offer as so modified, and subsequent thereto.
- j) Wherever terms refer to PACE PURCHASING COOPERATIVE, they also apply to any school districts, regional service centers, cities, counties or other government agencies to which the proposal has been extended.
- k) Some orders may require special handling or delivery to another location. These will be negotiated with the vendor(s) awarded, i.e. individual packaging, multiple deliveries, palletizing, delivery location.
- l) Substitutions are not acceptable without prior written approval of PACE PURCHASING COOPERATIVE members. Unauthorized substitutions may delay payment of invoices and shipper shall be required to pick up incorrect items. PACE PURCHASING COOPERATIVE members shall not under any circumstances accept outdated materials, old stock, or obsolete products. If items under contract are discontinued or become unavailable from any manufacturer during the duration of the contract, PACE PURCHASING COOPERATIVE members reserve the right to require the contractors to offer substitutes. PACE PURCHASING COOPERATIVE members reserve the right to accept or reject substitutes, and in the case of rejections PACE PURCHASING COOPERATIVE members may cancel the item or items in question.
- k) Any Affordable Care Act costs shall be a pass through cost and/or included in pricing (affects hourly rate ranges, cost per square foot indirectly).
- l) The contractor can pass on the cost of performance bonds (with no mark up) if required.
- m) TERMINATION FOR CONVENIENCE. Either party to this agreement may terminate this agreement upon 30 days written notice of such termination.
- n) TERMINATION FOR CAUSE. The Member may at its option immediately terminate this agreement by giving 30 day written notice of termination to the Contractor on the occurrence of any of the following.
 - (a) The willful breach of this Agreement by the Contractor in the course of engagement, unless by the Member.
 - (b) The habitual neglect by the Contractor of its duties, unless waived by the Member.The Contractor may at its option immediately terminate this agreement by giving written notice of termination to the Member on the occurrence of any of the following.
- o) KICKBACKS. It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.
- p) RIGHTS TO INVENTIONS. The Contractor agrees to be compliant with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants and Contracts.
- q) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. The Contractor agrees to be compliant with the Clean Air Act and the Federal Water Pollution Control Act and their implementing regulations.

3.0 GENERAL TERMS (continued)

- r) ENERGY POLICY AND CONSERVATION ACT. The Contractor agrees to be compliant with the Energy Policy and Conservation Act pertaining to mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan.
- s) DEBARMENT OR SUSPENSION. The Contractor certifies that neither they nor their subcontractor is debarred or suspended from receiving federal funds.
- t) LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING (BYRD ANTI- LOBBYING AMENDMENT). The Contractor certifies that it has not and will not use any federal funds to lobby. If non-federal funds are used to lobby, the contractor must complete the Disclosure of Lobbying and forward the disclosure to the next tier, who must forward it through each tier to the federal awarding agency.
- u) COPYRIGHT. All contracts paid from state or federal grants administered by TEA must retain copyright for the

Dahill Office Technology Corporation
Company dba Xerox Business Solutions Southwest

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Texas Education Agency (TEA) and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the Member as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

- v) SOLID WASTE DISPOSAL ACT AND ITS IMPLEMENTING REGULATIONS. The Contractor certifies that it is compliant with section 6002 of the Solid Waste Disposal Act and its implementing regulations. 2 CFR § 200.322.
- w) PROFIT AS A SEPARATE ELEMENT OF PRICE. For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price; 2 CFR 200.323(b).
- x) EQUAL EMPLOYMENT OPPORTUNITY. 41 CFR 60-1.4(b) is hereby incorporated by reference.
- y) DAVIS-BACON ACT. For all Cooperative member prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). Vendor further agrees to that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- z) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. For all contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704 as supplemented by Department of Labor regulations (29 CFR Part 5).
- aa) Compliance with Texas Government Code 2252 and 2270 – I, the vendor, am in compliance with all applicable provisions of Government Codes 2252 & 2270. This code requires vendors agree to NOT boycott Israel or do business with companies that boycott Israel. In addition vendor cannot do business with Iran, Sudan or a known terrorist organization. By submitting a response to the proposal, vendor certifies compliance with this code.
- bb) NON-COLLUSION STATEMENT. The vendor affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of a proposal. The proposer also affirms that they have not given; offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract.
- cc) RECORD RETENTION. When federal funds are expended by Cooperative and all Cooperative members for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2CFR 200.333. The vendor further certifies that vendor will retain all records as required by CFR 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- dd) BUY AMERICAN ACT. Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

PACE PURCHASING COOPERATIVE
1314 Hines Avenue
San Antonio, TX 78208

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Company dba Xerox Business Solutions Southwest

3.0 GENERAL TERMS (continued)

- ee) LEGAL REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate. Pursuant to Federal Rules (A) above, when federal funds are expended by Cooperative and all Cooperative members, Cooperative and all Cooperative members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- ff) This agreement shall remain in effect until (1) the agreement expires by its terms or (2) the agreement is terminated by mutual consent of PACE and Vendor. All Supplemental agreements, purchase orders, and/or order for goods or services issued by PACE and/or members and accepted by Vendor shall survive the expiration or termination of this agreement. During the term of any Supplemental agreement entered into between Vendor and member, all terms of the agreement shall continue to apply to Supplemental agreements.
- gg) All pricing or discounts offered are a minimum discount that will be honored by Vendor. The vendor may offer deeper discounts or lower prices if market conditions or order volumes justify the additional lower pricing/discounts.
- hh) Pricing or discounts offer to PACE membership may be adjusted with proof of change to market conditions and with the approve of the PACE Purchasing Cooperative.

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ff) **Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, and returned with the proposal response)**

ESC, REGION 20 is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits ESC, REGION 20 from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to ESC, REGION 20 at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom ESC, REGION 20 contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s administration;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- **All vendors must complete Form 1295, even if no interested parties exist**
- In Section 2, insert “ESC, Region 20/PACE”
- In Section 3, insert the “ESC, REGION 20 RFP #P00230 / PACE” for this proposal

- (2) print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)

- (3) have an authorized agent of the business entity sign the form**

- (4) submit** the completed, signed, Form 1295, with the certification of filing, along with this proposal.

- (5) Vendor is exempt from filling out Form 1295 if they are a publicly traded business entity, including a wholly owned subsidiary of the business entity. If you fall into this category, please check box below to verify that you did not fill out Form 1295 and reason why.**

☐

Reason: _____

- a) ESC, REGION 20 must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the

PACE PURCHASING COOPERATIVE
1314 Hines Avenue
San Antonio, TX 78208

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contract. After ESC, REGION 20 acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from ESC, REGION 20.

4.0 PREPARATION OF PROPOSALS

- a) PROPOSALS MUST BE MADE ON THE ENCLOSED SHEETS OR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.
- b) The failure to adhere to accepted proposals will be deemed reason for canceling purchase commitments and for not accepting future proposals from defaulting contractors.
- c) The transfer or assignment of contracts is prohibited.
- d) Prices must be quoted f.o.b. destination with all transportation charges prepaid and included in quoted prices, special delivery on short notice, unless otherwise specified in this Proposal
- e) Vendors will not include federal taxes nor State of Texas limited sales, excise or use taxes in proposal prices since PACE PURCHASING COOPERATIVE/members are exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- f) In the event of a price decrease to the general trade or special offers or promotions during the full term of the contract, such must be allowed to PACE PURCHASING COOPERATIVE members for all items included in this contract.

PACE PURCHASING COOPERATIVE
1314 Hines Avenue
San Antonio, TX 78208

Proposal No.: P00230
Proposal On: Copier Supplies, Equipment and Connectivity
Proposal Opening: 2:00 p.m., NOVEMBER 4, 2021
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5.0 CONTACT

All questions should be directed between 8:00 a.m. and 4:30 p.m., Monday through Friday to:

Jim Metzger (210) 370-5204
Jim.metzger@esc20.net

Questions regarding this RFP must be submitted electronically or in writing to the email or physical address appearing above no later than five (5) business days prior to submittal deadline date.

6.0 REFERENCES

All vendors must submit a list of references for whom vendor has provided like services/products in volumes equal to or greater than the estimates listed in the proposal. Educational and governmental agencies are preferred. This list may be placed in a separate envelope and labeled "PROPRIETARY" and is not subject to public view. Failure to provide references may cause proposal to be considered non-responsive.

Company: Edgewood ISD
Address: 402 Lance St
City/St: San Antonio, Texas 78237

Contact Person: Pamela Bendele Phone number: (210) 898 2014

Company: San Marcos CISD
Address: 1300 Girard St.
City/St: San Marcos, Texas 78666

Contact Person: Cindy Casparis Phone number: (512) 393 6503

Company: South San Antonio ISD
Address: 5622 Ray Ellison Blvd.
City/St: San Antonio, Texas 78242

Contact Person: Andy Rocha Phone number: (210) 977 7400

Company: Goodwill Industries
Address: 406 W. Commerce
City/St: San Antonio, Texas 78207

Contact Person: Stephanie Parker Phone number: (210) 924 8581

Company: Manor ISD
Address: 10335 Hwy. 290 E.
City/St: Manor, Texas 78653

Contact Person: David Gray Phone number: (512) 278 4085

7.0 DELIVERY REQUIREMENTS

- a) Vendor must deliver all material to receiving area as specified on purchase orders received. Deliveries required in this proposal shall be freight Prepaid and Allowed (proposal prices shall include all freight and delivery charges), and F.O.B. destination with title transferring at member dock following inspection for any possible concealed damage.
- b) Proposals shall be for tailgate delivery. Staff does not have permission to enter carrier's vehicle.
- c) A packing list or other suitable shipping documents shall accompany each shipment and show (a) name and address of vendor, (b) name of employee ordering equipment, (c) purchase order number, (d) description of material shipped including item numbers, quantity, number of containers, and package number.
- d) BRAND AWARDED MUST BE THE BRAND DELIVERED.
- e) All goods are subject to inspection and return, at the expense of the vendor, if found to be non-conforming to the award. No unauthorized substitutions will be accepted. If items are non-conforming in any respect (quantity, quality or packaging), PACE PURCHASING COOPERATIVE/members have the right to reject shipment without liability.
- f) Failure to deliver in proposal time frame may cause vendor to be removed from the vendor list. A properly signed delivery receipt must be furnished with each invoice. If deliveries cannot be completed within the time frame indicated in the proposal, written notice shall be given to the ordering member. Unauthorized deliveries after the time frame specified on the order may be rejected at PACE PURCHASING COOPERATIVE member's discretion. PACE PURCHASING COOPERATIVE members may cancel purchase orders without liability if deliveries are not completed before the specified dates and vendor has not notified PACE PURCHASING COOPERATIVE/ member of extenuating circumstances.

8.0 WARRANTY

- a) Vendor must guarantee items to be free from manufacturer's defects and that defective items will be replaced. Vendor must guarantee standard commercial warranty be provided on all materials and labor. In the event of failure, the vendor agrees to repair or replace such units at no cost to PACE PURCHASING COOPERATIVE members.
- b) During the warranty period, neither the final payment nor any provision of the contract documents shall relieve the contractor of responsibility for faulty materials, design, workmanship, manufacture, assembly or installation. If after due notice successful bidder fails to comply with warranty provisions, PACE PURCHASING COOPERATIVE members may, at their option, have the defects corrected or items replaced from the best available source and the contractor shall be liable for all related expenses incurred by PACE PURCHASING COOPERATIVE members.

9.0 QUANTITIES

- A) There will be no minimum purchase requirement in total or per order.

10.0 REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS

PACE PURCHASING COOPERATIVE reserves the right to accept or reject any or all proposals, to waive any technicality or irregularity in proposal submitted, and to accept or reject any part of a proposal as deemed to be in the best interest of PACE PURCHASING COOPERATIVE members. Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by vendor guaranteeing authenticity. Upon approval of PACE PURCHASING COOPERATIVE, proposals may be withdrawn for obvious miscalculations or industry-wide conditions. Proposals shall remain open and valid for acceptance a period of 60 days following the opening. Proposals received after the time set for the opening will be declared late and not eligible for opening and consideration. PACE is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Late deliveries will be held unopened. Vendor will be advised by mail that his proposal was late and not accepted and will be allowed to pick up his proposal package or furnish a "call tag" and have the package picked up by a courier.

11.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

PACE PURCHASING COOPERATIVE is willing to assist any vendor(s) in the interpretation of proposal provisions or explanation of how proposal forms are to be completed. Assistance can be received by visiting the PACE PURCHASING COOPERATIVE, Business Office, 1314 Hines Avenue; or calling (210) 370-5204. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, he/she may submit a written request for clarification to the Jim Metzger, Purchasing Coordinator, 1314 Hines Avenue, San Antonio, TX 78208 at least seven days prior to scheduled opening. Any interpretation of the proposal, if made, will be made only by Addendum duly issued and mailed or delivered to each person receiving a proposal document. PACE will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Coordinator.

12.0 EVALUATION and AWARD OF CONTRACT

- a) PACE PURCHASING COOPERATIVE is not only concerned with the best & lowest price for the user, but also the most responsive and responsible vendor. We must have contractors that are qualified and perform well. The contract will be awarded to the responsible vendor(s) whose proposal, conforming to the proposal terms and specifications, offers the best value and is most advantageous to PACE PURCHASING COOPERATIVE, price and other factors considered. Tie proposals will be awarded by the casting of lots.
- b) PACE PURCHASING COOPERATIVE reserves the right to award the proposal to one vendor or multiple vendors. It is anticipated this proposal will be awarded to one vendor.
- c) PACE PURCHASING COOPERATIVE reserves the right to accept and award any item or group of items of this proposal, as deemed to be in the best interest of PACE PURCHASING COOPERATIVE/members, unless the vendor qualifies the proposal by specific limitations.
- d) Proposal evaluation and award shall be based on, but not necessarily limited to the following factors: purchase price, ability to meet delivery requirements, quality of samples, reputation of the vendor and of the vendor's goods or services, quality of the vendor's goods or services, the extent to which the goods or services meet the needs of PACE PURCHASING COOPERATIVE, vendor's past relationship with PACE PURCHASING COOPERATIVE, the impact on the ability of PACE PURCHASING COOPERATIVE to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the district to acquire the vendor's goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor.

12.0 EVALUATION and AWARD OF CONTRACT (continued)

- e) After the opening, PACE PURCHASING COOPERATIVE will check each proposal for the presence or absence of required information in conformance with the submittal requirements of this proposal. These submittal requirements are obligatory, and failure to fully comply will deem the proposal unresponsive
- f) Determination of the successful vendor(s) will be based on information supplied by the vendor and information obtained, where necessary, through user contacts. Ongoing documentation by using departments regarding a company's performance may be used in determining the vendor's responsibility for award purposes of this and future awards. The vendor must proposal all mandatory services. The lowest dollar proposal may not represent the best proposal when all factors of the evaluation have been qualified.

Conformance to Term and Conditions	5
Pricing	38
Industry and Marketplace Successes	5
Bidders ability to deliver and service to PACE members	10
Bidders marketing plan	5
Value added attributes	5
Invoicing payment terms	2
Warranty coverage	15
Selection and variety of products and services offered	15

13.0 PAYMENT

- a) PACE PURCHASING COOPERATIVE members will pay for the requested goods and/or services as promptly as possible, usually no later than thirty (30) days after 1) receipt of the goods; or 2) the day the service is complete, or 3) the day PACE PURCHASING COOPERATIVE members receive the undisputed invoice for the goods and/or services, whichever is later.
- b) PACE PURCHASING COOPERATIVE members agree to notify vendor of error or contested invoice. PACE and vendor hereby agree to mutually resolve disputed invoices within sixty days of receipt of notice of dispute, verbal or written. There shall be no interest on any delayed, disputed or delinquent payment, nor shall the vendor be entitled to attorney's fees in any dispute to collect such payment.
- c) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is later. Payment is deemed to be made on the date of mailing of the check.

14.0 ACKNOWLEDGEMENT OF ADDENDA

(this applies only, if in fact Addenda are issued related to this proposal):

The bidder acknowledges receipt of ADDENDA to the solicitation and related documents numbered and dated:

Addendum No.			
Date			

All addenda shall be acknowledged on the solicitation/offer. Failure to do so may cause the proposal to be rejected. Any changes to the solicitation will be made by Addendum and delivered to all parties that PACE shows as having received a copy of the solicitation.

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Members by State			Member by Organization Type		
Alabama	6	0.003	City	157	0.091
Arizona	31	0.018	County	123	0.072
Arkansas	8	0.005	Higher Ed	155	0.090
California	33	0.019	K-12	758	0.441
Colorado	14	0.008	Local Gov't	78	0.045
Connecticut	1	0.001	Non Profit	442	0.257
Florida	14	0.008	State Agency/Federal	4	0.002
Georgia	13	0.008		1717	1.000
Illinois	84	0.049			
Indiana	9	0.005			
Iowa	86	0.050			
Kansas	223	0.130			
Kentucky	4	0.002			
Maine	1	0.001			
Maryland	6	0.003			
Massachusetts	3	0.002			
Michigan	1	0.001			
Minnesota	1	0.001			
Missouri	55	0.032			
Nevada	3	0.002			
New Jersey	16	0.009			
New Mexico	16	0.009			
New York	23	0.013			
North Carolina	29	0.017			
Ohio	9	0.005			
Oklahoma	36	0.021			
Oregon	4	0.002			
Pennsylvania	9	0.005			
South Carolina	23	0.013			
Tennessee	7	0.004			
Texas	843	0.491			
Virginia	73	0.043			
Washington	14	0.008			
West Virginia	2	0.001			
Wisconsin	17	0.010			
	1717	1.000			

The PACE Purchasing Cooperative currently has approximately 1,720 members in 35 states. It is the intention of the PACE Purchasing Cooperative in partnership with its awarded vendors to add city, county and other government and non-profit member in Texas and throughout the United States. PACE is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the States of Texas and other states as allowed by state member law and statutes.

Participation in PACE is not required of any governmental agency. However, participation of government agencies can provide the legally required competition for contracts for commonly purchased products and services, thereby saving the individual government agency the cost of going through the competitive process.

Purpose of PACE

- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price solicitation and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by contracting with high performance' vendors.
- Equalize purchasing power for smaller agencies that are unable to command the best contacts for themselves.
- Assist government agencies in maintaining the essential controls for budget and accounting purposes.
- * Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.

Open Records Policy

PACE/Region 13 & 20 ESC is a government body subject to the Texas Public Information Act. Responses submitted to PACE as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

15.0

SAMPLES

Prior to ordering, samples may be needed for some material.

- a) When requested, vendor(s) **must** submit a sample to the requesting member, as well as **complete and descriptive literature**.
- b) Samples and literature must be received by with 10 days of email, phone or fax request.
- c) Samples must be sent to the attention of the employee requesting the samples.
- d) Buyer will be sole judge to approve all samples as meeting specifications.
- e) If not destroyed or used up during testing, samples will be returned upon request at the vendor's expense.
- f) Brand and model tested & awarded **must** be brand and model shipped when ordered.
- g) Sample items from the successful vendor(s) may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample tested.

16.0

Proposal

Product and Service Offerings:

1. PACE intends to offer its participating members a wide range of Document Management Technologies and Services. PACE is seeking a supplier that can support the entire life cycle of a document with technology, operational support and consulting support.

This contract is for document services agreements, equipment both multi-function and single function devices along with support services. All equipment supplied shall be by national and international manufacturers and re-labeler manufacturers, sold as new equipment (realizing that manufacturers recycle many components). This contract is not for used or remanufactured machines, except those remanufactured by the OEM (original equipment manufacturer). All equipment sold must have new serial numbers. This contract will be for sale, rental, lease, and/or lease purchase. However, equipment under lease may be purchased at the end of the lease or if the price is listed in this proposal if both parties agree. Equipment under rental agreements may also be purchased at the end of each 12 month renewal if the price is listed in this response if both parties agree.

2. Leases

Equipment may be leased increments of 24, 36, 48, 60 months. Leases will allow for fiscal funding clauses annually. The equipment may be purchased during and at the end of the lease at the PACE participating entities description. If the vendor wishes to offer this, they will include the depreciation schedule with their proposal to PACE.

3. Rentals

If the Vendor wishes to offer a rental option the rates for this will be included with their proposal. Many agencies have expressed a desire for renting equipment on a monthly and annual basis rather than executing a lease arrangement.

4. Information Technology Consulting Services

The ability to analyze and document the current work flow, technologies and processes surrounding document management within an organization or enterprise and make recommendations on how changes could improve productivity and reduce cost.

5. Inter/Intranet Services

Provide innovative solutions using web-based technologies that will improve process and make documents more accessible and effective. This may include products, software and services intended for web-based applications.

6. Network Services

The design, installation, maintenance and administration of local and wide area networks.

7. Office and Work Group Products and Services

Provide a wide range of products and services intended to support the office or workgroup environment in the creation, management, production, and distribution of documents. This may include hardware, software and services for such things as personal workstations, printers, fax and copiers.

8. Centralized Production Products and Services

Provide a wide range of products and services intended to support an organization's data center, print shop, quick copy, production mail, and fulfillment centers. This may include products and services such as printing equipment, high-speed laser printers, high-speed duplicators, production mailing equipment and finishing equipment.

9. Document Storage and Retrieval Products and Services

Provide a wide range of products and services intended to support the needs of an organization to store, manage and retrieve critical documents. This may include products and services such as scanners, imaging systems, bar coding technology, and software designed for this purpose.

10. Certificates of Insurance

Provide each member the statutorily required Workers Compensation Insurance or Equivalent. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the PACE participant prior to commencement of work. The insurance company shall be licensed in the particular State the work is being performed and shall be acceptable to, the PACE participant. The Vendor shall give the PACE participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The Vendor shall require all subcontractors performing any work to maintain coverage as specified by the State in which the work is being performed.

Pricing:

1. Respondents must submit products, services, warranties, etc. in price list.
2. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
3. Price lists must contain the following:
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to PACE member (including freight)

Not to Exceed Pricing

1. PACE requests pricing be submitted as not to exceed for any participating entity.
2. Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation. Volume or spot market conditions may allow for one time discounts for participating entities.

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3. Vendor must allow for lower pricing to be available for similar product and service purchases under the same market conditions.
4. The products and services provided by this contract may be acquired utilizing many different methods by the participating members of PACE. The Vendor must offer acquisition vehicles for technology and services such as Outright Purchase, Lease and Solution-Based Contracts.
5. Interested Vendors must provide proposed pricing methodology that would insure the best price and include all methods available for acquisition.

Other Requirements

1. Maintenance of equipment is required.
2. Any maintenance contract is between the buyer (PACE member) and the contractor and must be signed by the ordering agency and the contractor. No maintenance contract will be automatic.
3. Maintenance contracts shall include all parts, labor, travel, service, and preventative maintenance. Supplies (consumables) may be offered if more cost effective.
4. Any and all contracts for maintenance shall be at the discretion of the ordering agency.
5. Technician response time will be within eight working hours in the metropolitan areas and nextday in other areas of the State, if called in by 9:00 A.M. of the previous day. Preventative Maintenance (PM's) will be scheduled, as needed.
6. Contractor must agree to provide maintenance to keep the equipment in first class operating condition and provide service during normal business hours (8:00-5:00, excluding legal holidays, Saturdays and Sundays.
7. PM's shall include all cleaning, lubrication, adjustments, and parts replacements as recommended by the manufacturer, and using the manufacturer's timetable for preventative maintenance. Using agency may purchase supplies used in PM's from the contractor, but are not required to do so.
8. Guarantees and warranties are required.
9. Any total satisfaction guarantee must permit the user to decide if the copier needs to be replaced during any replacement period offered by the vendor.
10. If a total satisfaction guarantee depends on the copier operating within manufacturer specifications, those specifications must be included in the warranty. The specifications will include copy quality, unacceptable number of jams, and unacceptable number of service calls or down time.
11. Any prepayment for a service contract must give a discount to the buyer; no prepayments that exceed one year will be allowed.

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12. Unless vendor offers independent proof that the data is incorrect, PACE will use the evaluation information published by Better Buys for Business, and Buyers Laboratory Incorporated to evaluate individual copiers offered by vendors. In the event an offered model is not described in either of these sources, PACE reserves the right to use other independent sources, including telephone interviews with current users of the equipment.

13. Any equipment that is remanufactured must be remanufactured by the OEM and must be equal to the same quality standards as a newly manufactured machine. Design changes that have been introduced since the original unit was first produced are to be incorporated, including software or ROM upgrades.

14. All copiers sold will have all necessary start-up supplies, except for paper.

Each proposal must include a cover letter stating their interest, as well as the name and address, telephone number and e-mail address of the proposer.

Each proposal must describe the company's strategy and capability for marketing and selling the products and services listed in this RFP to eligible PACE members.

Each proposal must describe the company's strategy and capability for enrolling new members in the PACE purchasing cooperative.

Each proposal must describe the company's strategy and capability for reporting and tracking all products and services sold to eligible PACE members.

Provide a brief history of your company, including the year it was established.

Provide company's official registered name.

List number of sales and service offices in Texas, listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.

Provide your companies Dun & Bradstreet (D&B) number.

Provide your income statement, balance sheet and cash flow for the past three (3) years.

Please define your standard terms of payment.

Responses should be direct, concise, complete, and unambiguous. Offerors failing to organize proposals in the manner requested will be suggesting to evaluators that they are unable or unwilling to follow reasonable suggestions.

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Paper and Electronic Price Lists

- A. Bidders must submit product price list. Products and prices listed will be used to establish both the extent of a manufacturer's lines available from a particular bidder and the pricing per item. Paper and magnetic media price lists must contain the following:

Manufacturer part #
Vendor part # (if different from manufacturer part #)
Product description
Manufacturers Suggested List Price and Net Price
Net price to PACE (including freight)

List any other cooperative that the company participates in:

Cooperative	Discount Offered
BuyBoard	N/A
TIPS / TAPS	N/A
TPASS	N/A
PACE	1%-87%
US Communities	N/A
Others Department of Information Resources	2.25%-50%

Choice Partners (HCDE) 1%-85%

17.0

Vendor/Coop Contract Agreement

The following pages will constitute the contract between the successful vendors(s) and PACE. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by PACE, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between the Purchasing Association of Cooperative Entities (hereinafter referred to as "PACE" respectfully) a government cooperative purchasing program authorized by the Region 13 Education Service Center and Region 20 Education Service Center. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

General Terms and Conditions

A. Contracts

All contracts and agreements between Merchants and PACE members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the member government entities.

B. Warranty conditions

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

C. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to PACE staff and PACE members. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to PACE staff regarding products and services supplied by the Vendor unless otherwise clearly stated in writing.

D. Tax exempt status

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

E. Assignments of contracts

No assignment of contract may be made without the prior written approval of PACE. Payment can only be made to the awarded Vendor.

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F. Disclosures

- F.1. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with members in the PACE program.
- F.2. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

G. Invoices

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

H. Payments

The PACE member will make payments directly to the Vendor.

I. Pricing

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

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

All pricing submitted to PACE shall include the One and one half percent (1.5%) profit sharing percentage of gross sales to be remitted to PACE by the Vendor.

J. Administration fees

PACE and vendor will share reports of all member sales based on this agreement. PACE will then invoice the Vendor on a monthly basis for the One and one half percent (1.5%) profit sharing percentage of gross sales fee. The invoice will be based on total sales made through the program. The Vendor shall remit payment to PACE at net thirty (30) day terms.

K. Indemnity

Indemnity for Personalty Contracts. Vendor agrees to indemnify and hold harmless and defend PACE, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon cominon, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the PACE, member(s), officers, employees, or agents.

Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend PACE, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death). property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory laxv, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor,

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its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend PACE, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the PACE, its member(s), officers, employees, or agents.

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

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

M. Purchase Order Pricing/Product Deviation

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

N. Other Requirements

- Automated Contract: Some high-volume or web-site based contracts may be designated as an Automated Contract. This allows entities to purchase directly from awarded Vendor at contract price. All entities listed on the PACE membership list are hereinafter referred to as Members. All purchases from Members must be reported under the PACE account and submitted in the monthly sales report. Failure to do so may result in removal of Vendor from Program.
- Non-Automated Contract: All non-automated contract vendor purchase orders must go to the PACE- fax 877.418.6544. (Unless PACE and vendor agree upon an alternate order receipt method) Should a member agency send an order direct to vendor, it is the vendor's responsibility to forward the order to PACE at the fax above and marked as "received" by the vendor within 24 business hours and confirm its receipt with PACE. Failure to do so may result in removal of Vendor from Program.
- Promotion of Contract: It is agreed that Vendor will encourage all eligible entities to purchase from the PACE Program. Encouraging entities to purchase directly from the Vendor and not through PACE contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- Daily Order Confirmation: Unless an Automated Contract, orders will be faxed twice daily from PACE to vendor and followed with an email confirmation. The vendor must confirm receipt of all orders within 24 business hours.
- Vendor custom website for PACE: If Vendor is hosting a custom PACE web site then updated pricing must be posted by the 1st of each month.
- Back Ordered Products: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
- Monthly Sales Report: Vendor must submit a monthly sales report of all PACE Member purchases to PACE by the 1st business day of each month for all PACE sales invoiced the previous month. The PACE one and one-half (1.5%) invoice will be based off this report. Report fields must include:

Member name	PO#, and P0 Total Sales Amount,
Example: City of ABC	PO#ABC 123 \$xxx.xx (order total)

O. Vendor Profile

Minority/Women Business Enterprise (Required by some participating governmental entities) or HUB

Vendor certifies that his firm is a M/WBE or HUB

[Yes] ☒ No

If yes, circle above certification that applies and list any others: _____

Certification of Residency (Required by the State of Texas)
Company submitting bid is a resident bidder.

PACE PURCHASING COOPERATIVE
1314 Hines Avenue
San Antonio, TX 78208

Proposal No.: P00230
Proposal On: Copier Supplies, Equipment and Connectivity
Proposal Opening: 2:00 p.m., NOVEMBER 4, 2021
Page 24 of 26 Pages

Company Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest

Vendors principal place of business is in the city of State of Texas

P. Pricing Information

In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. ☒ Yes [No]

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

Pricing submitted includes the 1.5% PACE administration fee. ☒ Yes [No]
Vendor agrees to remit monthly to PACE the required 1.5% administration fee. ☒ Yes [No]
Additional discounts for purchase of a guaranteed quantity? ☒ Yes [No]

Company billing address where the invoice for the 1.5% fee percentage of gross sales fee will be sent by PACE:

Contact person: Bonnie Garza and Bill Stall

Company: Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest

Address: 8200 IH-10 West, Suite 400,

City, State, Zip: San Antonio, TX 78230

Phone: 210-805-8200

Fax: 210-805-9733

Email: Bonnie.Garza@xerox.com
Bill.Stall@xerox.com

PACE PURCHASING COOPERATIVE
1314 Hines Avenue
San Antonio, TX 78208

Proposal No.: P00230
Proposal On: Copier Supplies, Equipment and Connectivity
Proposal Opening: 2:00 p.m., NOVEMBER 4, 2021
Page 25 of 26 Pages

Dahill Office Technology Corporation
Company dba Xerox Business Solutions Southwest

18.0 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

As defined by Texas House Bill 602, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident



I certify that my company is a "**resident vendor**".



I certify that my company qualifies as a "**nonresident vendor**".

If you qualify as a "**nonresident vendor**," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>San Antonio</u>	<u>Texas</u>	<u>78230</u>
City	State	Zip Code
<u>Dahill Office Technology Corporation dba Xerox Business Solutions Southwest</u>	<u>8200 IH-10 West, Suite 400, San Antonio, Texas 78230</u>	
Company Name	Address	

19.0 UNFAIR BUSINESS PRACTICE

Has your company ever been convicted of unfair business practices?



Yes



No

If yes, when: _____

PACE PURCHASING COOPERATIVE
1314 Hines Avenue
San Antonio, TX 78208

Proposal No.: P00230
Proposal On: Copier Supplies, Equipment and Connectivity
Proposal Opening: 2:00 p.m., NOVEMBER 4, 2021
Page 26 of 26 Pages

Dahill Office Technology Corporation
Company dba Xerox Business Solutions Southwest

20.0 SIGNATURE PAGE, DEVIATION or COMPLIANCE NOTATION & FELONY NOTIFICATION

DEVIATIONS: In the event the undersigned vendor intends to **deviate** from the general terms and conditions or specifications contrary to those listed in the "Terms and Conditions", "Specifications" and other information attached hereto, all such deviations must be **listed on this page**, with complete and detailed conditions and information also being attached (attach additional pages as necessary). **Vendors must list all specifications for item(s) proposal that differ from any specifications/brands listed in proposal.** PACE PURCHASING COOPERATIVE will be the sole judge to determine if deviations are acceptable in meeting the needs of PACE PURCHASING COOPERATIVE/members.

NO DEVIATIONS: In the absence of any deviation entry on this form, the vendor assures PACE Purchasing Cooperative of their **full compliance** with the Terms and Conditions, Specifications, and information contained in this proposal.

ALL vendors MUST COMPLETE this page (check appropriate box)
SIGN & RETURN with proposal or proposal may be considered NON-RESPONSIVE.

Our proposal is submitted according to (check appropriate box):
☐ Deviations listed below ☐ See Attached letter for Deviations ☒ No Deviations

Having carefully examined the Proposal's, terms and conditions, specifications and proposal form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

The representative signing this document affirms that they are duly authorized to execute this contract, that this company corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the representative signing this document nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

FELONY NOTIFICATION

Also, pursuant to the Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is /is **not** ☒ owned or operated by anyone who has been convicted of a felony. Attach explanation of any felony conviction. This statement is not required of a publicly-held corporation.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 titled Debarment and Suspension.

NOTE - Use this form. If necessary to go into details, attach a letter.

Exclude Federal and State Taxes.

The right is reserved to accept or reject quotation on each item separately or as a whole.

Proposals received after the time and date specified will not be accepted.

Accepted By ESC-20 its PACE Purchasing Cooperative

20, its PACE Purchasing Cooperative Authorized Agent

Print Name

Date

Term Discount: Various Date: 11/1/2021

COMPANY Dahill Office Technology Corporation dba Xerox Business Solutions Southwest

SIGNATURE Bonnie Garza

(Must be able to sign contracts to obligate company)

TYPED NAME Bonnie Garza

TITLE VP of Strategic Accounts

Order Placement Contact: Bonnie Garza

Address 8200 IH-10 West, Suite 400, San Antonio, Texas 78230

PHONE (210) 805-8200 FAX (210) 805-9733 ESC-

Website Address: https://southwest.xerobusinesssolutions.com/

Email Address: bonnie.garza@xerox.com Page 129 of 347

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dahill Office Technology Corporation DBA Xerox Business Solutions Southwest
San Antonio, TX United States

Certificate Number:
2021-818962

Date Filed:

11/01/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

PACE Purchasing Cooperative

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SEALED Proposal #P00230
Copier Services, Equipment and Connectivity

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hasty, Megan	Coppell, TX United States		X
	Stall, Bill	San Antonio, TX United States	X	
	Garza, Bonnie	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Bonnie Garza, and my date of birth is 06/16/1986.

My address is 8200 IH-10 West, Suite 400, San Antonio TX 78230 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 1 day of November, 2021.
(month) (year)

Bonnie Garza

Bonnie Garza (Nov 1, 2021 14:04 CDT)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
DAHILL OFFICE TECHNOLOGY CORPORATION
DBA XEROX BUSINESS SOLUTIONS SOUTHWEST

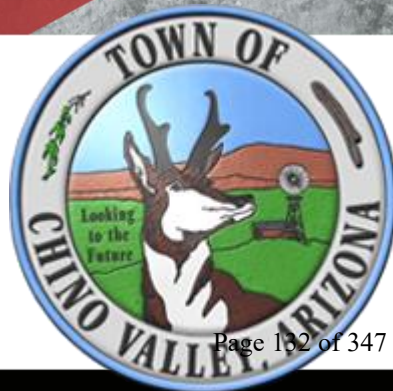
[Scope of Work]

See following pages.

PROPOSED SOLUTION



Matthew Schmelzle
Major Account Executive
Matthew.schmelzle@xerox.com





Business Solutions Southwest

Who is Xerox® Business Solutions?

We deliver digital transformations with the care and attention of a local partner

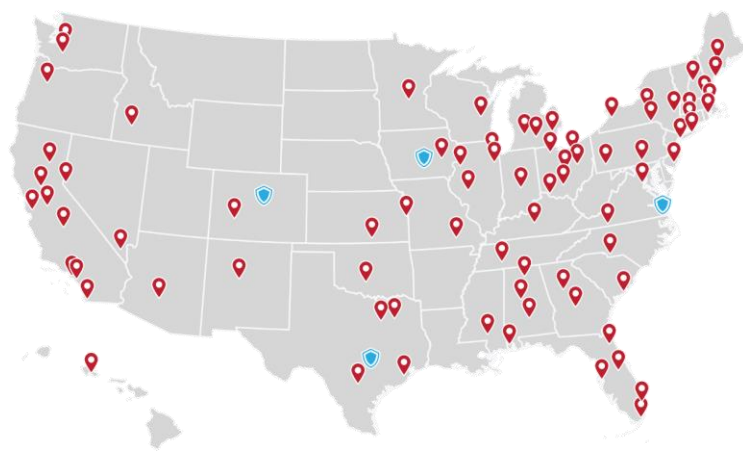
Our strategic mission is to help organizations and businesses improve the flow of work to enable greater performance, agility, and transformation. Staying true to our heritage, **Xerox Business Solutions (XBS)** solves business problems through diverse services, innovative technologies, and the expertise of local service and support. Our objective is to be the provider of choice for all our customers' business technology needs.

- XBS is your local partner for growth, efficiency, and productivity
- Local and live remote service to resolve problems, regardless of where your work is being done
- National and global reach as a division of Xerox®
- We're here when you need us...wherever you need us

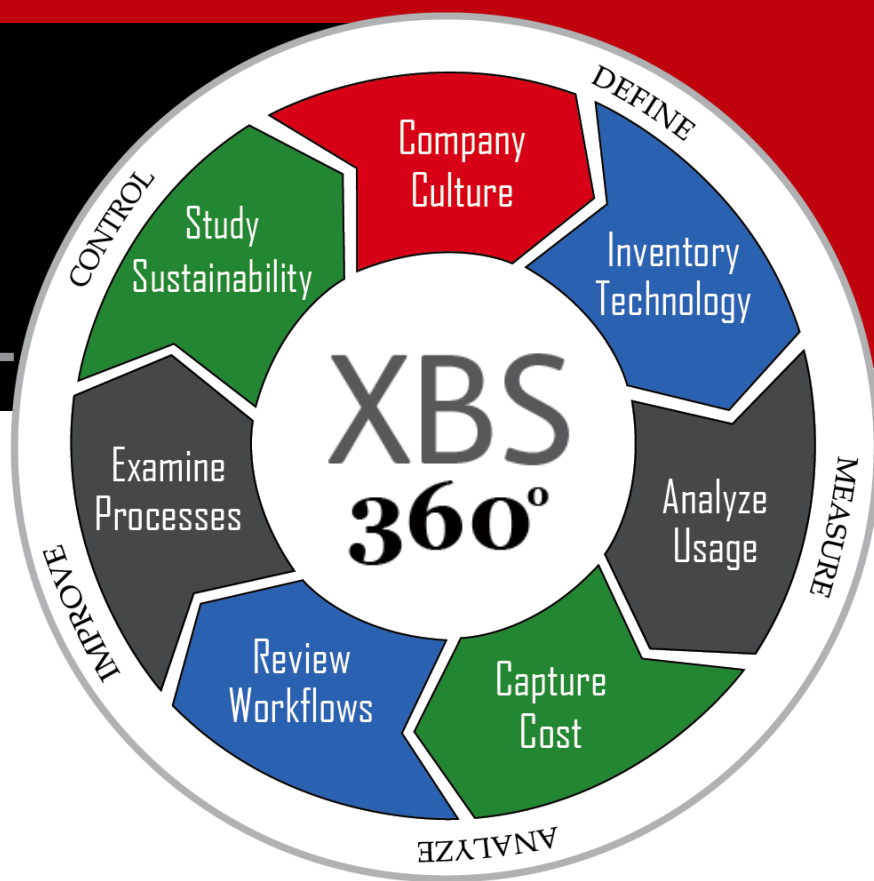
Local Presence, National Reach, and a Global Identity

Our teams are passionate about creating local relationships that go beyond a simple product. We are committed to guiding local businesses of all types and sizes towards making a digital transformation in the way they work.

XBS provides a level of local account management that cannot be beat.



OUR XBS360 TECHNOLOGY ASSESSMENT



UNDERSTAND CULTURE

Understanding the total cost of ownership with an in-depth review or both direct and indirect costs associated with technology and asset usage as well as ongoing maintenance.

INVENTORY TECHNOLOGY

An in depth look at the key factors of your corporate culture that can be used to confirm that strategies align to specific business objectives.

ANALYZE USAGE

A snapshot of a company's current environment including the identification of underutilized, obsolete and redundant assets.

CAPTURE COSTS

Capture utilization data for all technology and assets using a non-invasive collection tool that captures data from both networked and non-networked assets.

REVIEW WORKFLOW

Understanding the total cost of ownership with an in-depth review or both direct and indirect costs associated with technology and asset usage as well as ongoing maintenance.

EXAMINE PROCESSES

Blueprints how information flows and identifies any bottlenecks or inefficiencies.

STUDY SUSTAINABILITY

A thorough examination of administrative functions including procurement and internal IT processes.

OUR SERVICES



WORKPLACE ASSISTANT

We offer a full line of award-winning Xerox multi-tasking devices & printers with state-of-the-art technology & security.



MANAGED IT SERVICES

We offer a complete solution for all your IT infrastructure and support needs. We can be your virtual CIO or a backup to your IT team.



PRODUCTION PRINTING

Take your print operations to the next level with automation and quality. Our full line of Xerox Technology provides all your output needs



MANAGED PRINT SERVICES

Our simple approach includes your printer, technical support, and automatic supplies replenishment.



DOCUMENT WORKFLOW SOFTWARE & SECURITY

Create sophisticated or simple document workflow procedures that structure documents and file-based tasks and automate work processes with security.



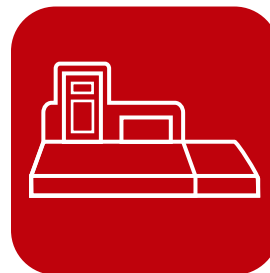
CLOUD SERVICES

We offer a wide variety of Cloud based solutions for data repository & data transfer.



COMMUNICATION MANAGEMENT

We can provide the right communications tools to keep your teams more productive and connected than ever before



MAILING & POSTAGE SOLUTIONS

Streamline your mail operation, reduce costs, eliminate return mail, decrease DSO, and stay compliant with our various mailing solutions



MOBILE PRINT TECHNOLOGY

No phone app to load and no need to rely on support staff for printing. Users have the tools at their fingertips whether they're traveling or working between offices

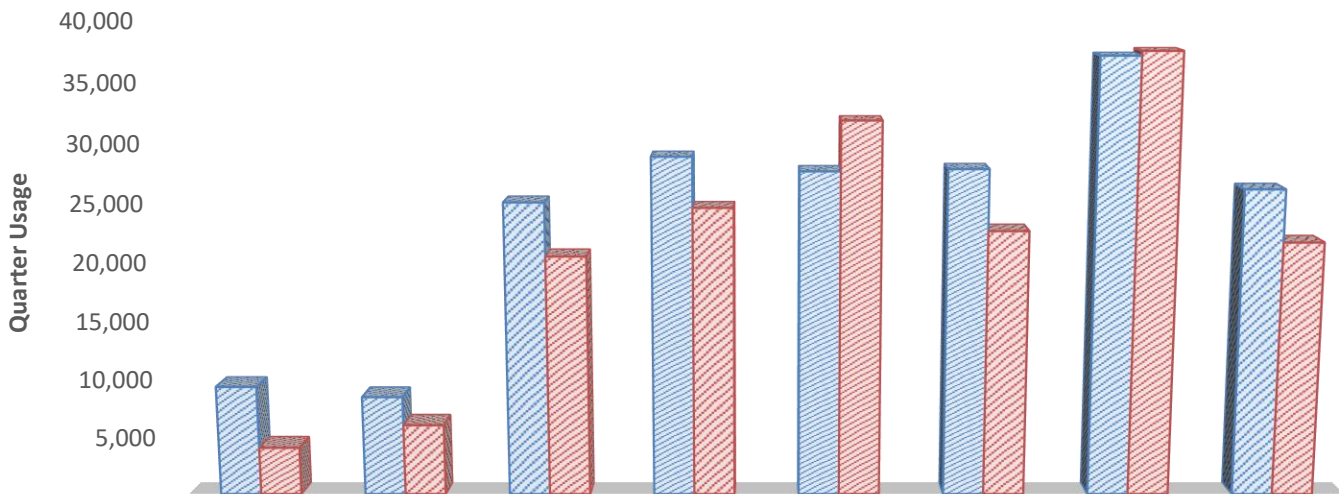


SCANNERS

The Xerox® Scanner product line offers customers a broad range of home and business scanners to scan paper documents into a digital and cloud destinations.

Current Copier Environment

Contract number	Model	Serial #	Equip ID#	Address	Equipment location	Meter	AQV
CNZ8846-01	XALC8035	2TX053494	P7971	1950 N VOSS DR	POLICE DEPT	BLK CLR	9,301 5,183
	XALC8035	2TX055371	P7972	1982 N VOSS DR	CUSTOMER SERVICE	BLK CLR	7,075 13,175
	XALC8030	2TX052188	P7973	1982 N VOSS DR	PUBLIC WORKS	BLK CLR	2,160 2,861
	XXC702	E2B668385	P7967	202 N STATE ROUTE 89	Town Hall	BLK CLR	10,030 5,133
						BLK CLR	28,703 26,400



	Oct-Dec 2020	Jan-Mar 2021	Apr-Jun 2021	Jul-Sept 2021	Oct-Dec 2021	Jan-Mar 2022	Apr-Jun 2022	Jul-Sept 2022
BLK	9,335	8,444	24,980	28,782	27,569	27,752	37,064	26,073
CLR	4,054	6,013	20,450	24,525	31,766	22,583	37,453	21,622

Current Average Monthly Spend - \$1,649.78

*Includes Lease, Service, and Overages

Proposed Solution

1 - Xerox PrimeLink C9070 Color Production Unit

1- BR Finisher

1- Fax Kit

1- DMP Controller

5- Xerox AltaLink C8145 Color MFP

4 Fax Kits

4- Office Finishers

1- Hole Punch Kit (Public Works)

Monthly Agreement Includes:

- 15,000 Black & White Copy/Prints. Overages Billed @ \$.0055
- 10,800 Color Copy/Prints. Overages Billed @ \$.04
- Device Pick Up and Return of Current Xerox Leased MFPS
- Delivery, Install, and Training
- Link360 Automated Toner Monitoring & Meter reporting for Networked Devices
- All Parts, Service, Labor, And Toner
- Immediate Remote Help Desk
- Quarterly Business Reviews with your XBS Consultant

Device Lease Option-

60 Month Lease Option Cost - **\$1,616.49** Plus applicable tax

Pricing Provided Via Pace Cooperative Contract

Xerox® PrimeLink C9070

2020 Document Imaging
Software Line of the Year



xerox™

DEVICE CONFIGURATION

- 70 ppm Color & 75 ppm B&W
- **Xerox® Integrated Color Server**
- Simple, efficient and secure workflows with an easy-to-use 10.4 inch touch screen
- 250 sheet Single Pass Duplex Automatic Document Feeder scans up to 270 imp
- *** Add your finisher here***
- Tray 1: 500 sheets 5.5" x 8.5" to 12." x 18" 16 lb. Bond to 94 lb. Cover (60 to 256 gsm)
- Tray 2: 500 sheets 5.5" x 8.5" to 11." x 17" 16 lb. Bond to 94 lb. Cover (60 to 256 gsm)
- Tray 3: 870 sheets (8.5" x 11" / A4); 16 lb. Bond to 80 lb. Cover (60 to 220 gsm)
- Tray 4: 1,140 sheets (8.5" x 11" / A4); 16 lb. Bond to 80 lb. Cover (60 to 220 gsm)
- Bypass tray runs up to 250 sheets (4" x 6' to 13" x 19.2"); (52 to 350 gsm) *Optional XL Feeder 13" x 26"

Standard ConnectKey® Features

- Xerox App Gallery
- Print@PrintByXerox.com
- True Adobe PS Driver
- Searchable PDF – OCR
- Password PDF
- Application Defaults
- User Permission
- Xerox Standard Accounting
- Print Around
- Mobile Printing for iOS & Android
- Image Overwrite



Deliver stunning outputs on any job

with 2400 x 2400 dpi resolution and unmatched color fidelity – even at speeds of up to 70 ppm.

Automate everyday tasks

with workflow options and advanced office capabilities.

Production-ready media latitude.

feeding and finishing, production workflow options, printing up to 350 gsm and Simple Image Quality Adjustment (SIQA).

Scale to meet your needs today

and tomorrow with the standard Xerox® Integrated color Server in addition to modular feeding and finishing and multiple optional DFEs powered by Fiery: Xerox® EX-c, Xerox® EX-i, Xerox® EX



Select icon for a Virtual Demo

Page 138 of 147

Xerox® AltaLink C8145

Standard ConnectKey® Features

- Xerox App Gallery
- McAfee Security
- Print@PrintByXerox.com
- True Adobe PS Driver
- Searchable PDF – OCR
- Password PDF
- Application Defaults
- User Permission
- Xerox Standard Accounting
- Print Around
- Mobile Printing for iOS & Android
- Image Overwrite

Intuitive User Experience

Mobile and Cloud Ready

Benchmark Security

Enables Next Generation Services

Gateway to New Possibilities

2020 Document Imaging
Software Line of the Year



Select Icon for a Virtual Demo



DEVICE CONFIGURATION

10.1" Customizable Color Touchscreen

45 ppm B&W & Color Print Speed

Copy, Print, Scan, & Fax

Single Pass Duplex Document Feeder

Tray 1 - 520 Sheets Supports 5.5 x 7.2 in. to 11 x 17 in.

Tray 2 - 520 Sheets Supports 5.5 x 7.5 in. to 12 x 18 in.

Tandem Tray – 2,000 Sheets Standard Sizes: 8.5 x 11 in/ A4

Bypass Tray - 100 Sheets Supports: 3.5 x 3.87 in. to 12.6 x 18

All Trays - Media Weight 6 lb. bond to 110 lb. cover / 52 to 300 gsm



XBS Southwest ("Company")						DEAL #:			
BILL TO		SALES AND SERVICE AGREEMENT				SHIP TO *			
CUSTOMER NAME Town of Chino Valley				CUSTOMER NAME Town of Chino Valley					
ADDRESS 202 N State Route 89				ADDRESS 202 N State Route 89					
CITY, STATE, ZIP Chino Valley, AZ 86323				CITY, STATE, ZIP Chino Valley, AZ 86323					
BILL TO CONTACT PERSON Spencer Guest		BILL TO PHONE NUMBER 928.636.2646 ext. 1215		SHIP TO CONTACT PERSON Spencer Guest		SHIP TO PHONE # 928.636.2646 ext. 1215			
BILL TO EMAIL sguest@chinoaz.net		BILL TO FAX #		SHIP TO EMAIL sguest@chinoaz.net		SHIP TO FAX #			
TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE				* IF MORE THAN ONE "SHIP TO" LOCATION, SEE PRODUCT SCHEDULES					
SALES PERSON Rachel Hoegger		CUSTOMER PURCHASE ORDER NUMBER		CONTRACT ☐ NEW ADD ☒ REPLACE CONTRACT # CNZ8846-01					
PRODUCTS									
QTY	MODEL/PRODUCT#	DESCRIPTION		LOCATION		TOTAL PRICE			
1	C9070			Town Hall		Lease			
1	C8145			Public Works		Lease			
1	C8145			Police Dept		Lease			
						SUBTOTAL			
☐ See Product Schedules ☐ SEE TRADE-IN EQUIPMENT/ LEASE RETURN FORM						SPECIAL SERVICES FEES			
NOTES / ADJUSTMENTS DETAILS						OTHER ADJUSTMENTS			
						CASH AMOUNT			
						Total Monthly Payment			
CONTRACT TYPE		EFFECTIVE DATES		TRANSACTION TYPE					
☐ CASH SALE ☐ RENTAL ☒ LEASE ☐ MAINTENANCE ONLY		Term in Months: 60 Proposed Start Date: Date of Delivery		Actual start date based on delivery or lease commencement		Lease FMV ☒			
CONTRACT TERMS:				NOTES					
☒ All parts, labor, drums and supplies; excluding paper and staples All parts and labor; including drums; excluding supplies, paper and staples ☐ Includes other (indicate)									
CONTRACT RATES ☒ CHARGES INCLUDED IN LEASE PAYMENT									
MODEL/ POOL #	INCLUDED BLACK VOLUME	BLACK OVERAGE RATE	INCLUDED COLOR VOLUME	COLOR OVERAGE RATE	INCLUDED EXTRA LONG VOLUME	COLOR EXTRA LONG RATE	MONTHLY PAYMENT	BILLING FREQUENCY	
Pool	15,000	.0055	10,800	.04	NA	NA	Included in Lease payment	Monthly	
								Monthly	Quarterly
								Monthly	
								Monthly	Quarterly
								Monthly	
								Monthly	Quarterly
METER AND SUPPLY TECHNOLOGY ☒ XDA/XDM DECLINE				PRIMARY METER CONTACT					
TECHNOLOGY CONTACT PERSON Spencer Guest		TECH APP PHONE # 928.636.2646 ext. 1215		METER CONTACT PERSON Spencer Guest		METER PHONE # 928.636.2646 ext. 1215			
TECH EMAIL sguest@chinoaz.net				METER EMAIL sguest@chinoaz.net		METER FAX #			
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.									
QTY	MODEL/PRODUCT#	SOFTWARE & DESCRIPTION				☐ SEE SOW FOR DETAILS		TOTAL PRICE	
Customer Acceptance									
By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.									
AUTHORIZED CUSTOMER SIGNATURE: _____									
SIGNER'S NAME (printed): _____									
TITLE: _____									
DATE: _____									
						Sales: _____			
						DATE: _____			

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A **SALE** of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or

b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or

c) A **RENTAL** of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed 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, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

Sales and Service Terms and Conditions

11. **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 Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed 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 Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases..
13. **INTELLECTUAL PROPERTY.**
- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
 - b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
 - c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
 - d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Texas (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Cost Per Image Agreement

Agreement No:

"Supplier" Name & Address:

CUSTOMER INFORMATION

Full Legal Name: Town of Chino Valley, AZ

Phone: 928-636-2646

Billing Address: 202 N State Route 89

Contact Name:

City: Chino Valley

State: AZ

Zip Code: 86323

Contact Email:

EQUIPMENT

MONTHLY IMAGE ALLOWANCE*

EXCESS IMAGE CHARGE**

QTY	MODEL and DESCRIPTION	B&W	COLOR	B&W	COLOR
1	Xerox PrimeLink C9070	15000	10800	.0055	.04
5	Xerox AltaLink C8145				

Meter billing frequency (Monthly unless checked): ☐ (Other)

* Included in Base Payment

** Plus applicable taxes

Equipment Location (if different from Billing Address):

TERM (in months)	BASE PAYMENT (plus applicable taxes)	PURCHASE OPTION - ('FMV' unless otherwise noted)
Initial Term: 60.00	\$ 1,616.49 Frequency: (Monthly if none selected): ☒ Monthly ☐ Other _____	☒ Fair Market Value ("FMV") ☐ \$1 Purchase Option

CUSTOMER ACCEPTANCE

OWNER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.**Xerox Financial Services LLC**Authorized Signer **X**:

Federal Tax ID # (Required):

Accepted By

X:

Print Name/Title:

Date:

Date:

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Acceptance Date" is the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in section 3 hereof), attachments, accessories, replacements, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period. "Payment" means the Base Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowances listed above, the Excess Charges (unless otherwise agreed by you, Supplier and XFS), Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by us according to the frequency set forth above. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV Purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement.** XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

7. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined on above in order to secure your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refinancing or amendment to XFS's financing statement against you becomes necessary.

8. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

9. Meter Readings and Annual Adjustments. You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Base Payment therefor and you agree to pay such increased amounts.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned, YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. **XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.**

12. Equipment Warranty Information and Disclaimers. **XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION.** Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. Default and Remedies. You will be in default hereunder if we do not receive Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with us. If you default, and such default continues for 10 days after we provide notice to you, we may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted to date of default at the Discount Rate, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided herein. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. **YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.** You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.**

16. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

17. Finance Lease and Customer Waivers. The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. **Customer waives its rights as a lessee under UCC 2A sections 508-522.**

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS 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 us. 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. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS 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 hereunder 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 XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
DAHILL OFFICE TECHNOLOGY CORPORATION
DBA XEROX BUSINESS SOLUTIONS SOUTHWEST**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of March 14, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Dahill Office Technology Corporation, a Texas corporation dba Xerox Business Solutions Southwest (the “Vendor”).

RECITALS

A. After a competitive procurement process, the Purchasing Association of Cooperative Entities (“PACE”) entered into PACE Purchasing Cooperative Sealed Proposal No. P00230 Copier Supplies, Equipment & Connectivity, award letter dated December 16, 2021 (the “PACE Contract”), for the purchase of copier supplies, equipment, and connectivity. A copy of the PACE Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such equipment and services under the PACE Contract, at its discretion and with the agreement of the awarded vendor.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the PACE Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with the ongoing printer maintenance and supplies identified in Section 2 below (the “Equipment and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for 36 months from the date the Town accepts the Equipment and Services per Section 3 below (the “Term”) unless terminated as otherwise provided in this Agreement or the PACE Contract. The terms and conditions of the PACE Contract incorporated herein shall survive the termination or expiration thereof.

2. Scope of Work; Terms, Conditions, and Specifications. The Vendor shall provide the Town the Equipment and Services as more particularly set forth in the proposal (the “Scope of Work”) attached hereto as Exhibit B and incorporated herein by reference. The Vendor agrees to

comply with all the terms, conditions, and specifications set forth in the PACE Contract. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein.

3. Inspection; Acceptance. All Equipment and Services are subject to final inspection and acceptance by the Town. Equipment failing to conform to the requirements of this Agreement or the PACE Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Equipment or Services, the Town may elect to do either of the following by written notice to the Vendor: (A) waive the non-conformance or (B) bring Equipment or Service into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay the Vendor \$403.50 per month for a 36-month total amount not to exceed \$14,562 for Equipment and Services at the rates outlined in the Scope of Work.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Equipment and Services and upon submission and approval of the invoice(s). The invoice(s) shall (i) contain a reference to this Agreement and the PACE Contract and (ii) document the Equipment and Services delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and the PACE Contract will be subject to rejection and may be returned.

6. Safety Plan. The Vendor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Vendor's sole determination, the Services to be provided do not require a safety plan, the Vendor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

7. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 8 below, the Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on the Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 8 below. To the extent necessary for the Town to audit Records as outlined in this Section, the Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Vendor pursuant to this Agreement. The Vendor and its subcontractors shall provide the Town with adequate and

appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Vendor or its subcontractors reasonable advance notice of intended audits. The Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

8. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Vendor or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

9. Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

10. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

11. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

12. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations outlined in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations outlined in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, the PACE Contract, the Scope of Work, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the PACE Contract (collectively, the

“Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions outlined in this Agreement or under the PACE Contract shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement

14. Rights and Privileges. To the extent provided under the PACE Contract, the Town shall be afforded all of the rights and privileges afforded to PACE and its PACE Purchasing Cooperative members, and, as used in the portions of the PACE Contract incorporated herein by reference, all references to PACE or its members shall mean the Town.

15. Indemnification; Insurance. In addition to and in no way limiting the provisions outlined in Section 14 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to PACE to the extent provided under the PACE Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

16. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Town:

Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Town Manager

With copy to:

GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Vendor:

Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest
8200 IH 10 West, Suite 400
San Antonio, TX 78230
Attn: William E. Stall

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

17. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

DAHILL OFFICE TECHNOLOGY
CORPORATION, a Texas corporation dba
Xerox Business Solution Southwest

By:_____

Name:_____

Title:_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
DAHILL OFFICE TECHNOLOGY CORPORATION
DBA XEROX BUSINESS SOLUTIONS SOUTHWEST

[PACE Contract]

See following pages.



1314 Hines Avenue
San Antonio, TX 78208

Ph: 210.370.5204
Fx: 877.418.6544

December 16, 2021

Dahill Office Technology Corporation dba Xerox Business Solution Southwest
Attn: William E. Stall
8200 IH 10 West, Suite 400
San Antonio, TX 78230

Dear William E. Stall:

The PACE Purchasing Cooperative is pleased to announce that Dahill Office Technology Corporation has been awarded the contract for the items or services listed below:

Bid

Vendor

P00230 Copier Supplies, Equipment & Connectivity

Dahill Office Technology Corporation

This contract is effective 1/1/2022 and will expire on 12/31/2023. The contract may be renewed, if mutually agreed to by PACE and Dahill Office Technology Corporation.

PACE would like to offer a fee reduction if annual sales reach the \$700,000 level in any calendar year. For the remainder of that calendar year, a one percent reduction in the rate will be accepted.

We expect PACE and Dahill Office Technology Corporation to build a strong relationship to assist in increasing the efficiency of our PACE cooperative members. Please feel free to contact me so that we can work together with your staff to insure that they can support the contract and the cooperative membership.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Metzger", with a long horizontal flourish extending to the right.

Jim Metzger

PACE, Purchasing Coordinator

PACE PURCHASING COOPERATIVE
SEALED Proposal # P00230
Copier Supplies, Equipment and Connectivity

Submitted: November 4th, 2021

PACE Purchasing Cooperative

Attn: Mr. Jim Metzger, Purchasing Coordinator
1314 Hines Avenue,
San Antonio, Texas 78208

Xerox Business Solutions Southwest

8200 IH 10 W #400
San Antonio, TX 78230
P(210)805-8200 F(210)805-9733



xerox™
Business Solutions Southwest

PACE Purchasing Cooperative
Attn: Jim Metzger, Purchasing Coordinator
1314 Hines Avenue,
San Antonio, Texas 78208

Bonnie Garza
VP, Strategic Accounts

Xerox Business Solutions Southwest
8200 IH 10 W #400
San Antonio, TX 78230

Dear Mr. Metzger,

If awarded, Xerox Business Solutions Southwest will use the PACE Co-op Copier Supplies, Equipment and Connectivity contract as one of its primary marketing vehicles for Copiers & MFD's to PACE Coop members and encourage other qualifying organizations to join and use the Coop programs and contracts.

XBS Southwest feels that it is in a unique position to dovetail this opportunity with the award of Proposal #P00230 Copier Supplies, Equipment and Connectivity to leverage real value to the PACE Coop members. We feel we can offer the members total document infrastructure solutions that can optimize both existing assets and bring new solutions to enhance the members technology needs.

XBS Southwest uses its 360 Evaluation Process to help our clients understand the costs associated with the management and operation of their document infrastructure. We have included our response to the process we use to assist our clients in managing these costs and planning for future needs.

On behalf of the entire XBS Southwest Team, we appreciate your consideration of this proposal and look forward to your comments.

Sincerely,

Bonnie Garza
VP, Strategic Accounts

PACE Purchasing Cooperative

SEALED Proposal #P00230
Copier Supplies, Equipment and Connectivity

Tab 1: Strategy and Capability

Tab 2: Company History

Tab 3: Financials

Tab 4: PACE Purchasing Coop Catalog

Tab 5: Terms of Payment & Required Documents

Tab 1: Strategy and Capability

Strategy & Capability - Marketing

XBS Southwest has twelve full time dedicated government sales representatives and an additional 120 sales representatives in the state of Texas. XBS Southwest will provide printed material listing the items available through this contract, in addition provide meeting with sales representatives to continue this contract.

XBS Southwest will mail all state agencies a copy of the PACE contract. We will follow up with a phone call and attempt to set appointments with each agency. We will also let PACE members know that the XBS SW website will have a link for them to request an order to be placed as well as order service and supplies. PACE members will have an assigned sales representative. The customers can have onsite help for ordering equipment or software from trained sales and IT representatives.

XBS Southwest will continue to be involved in PACE tradeshow. We will be able to run current specials at some of the tradeshow. The PACE contract would be a greay way to get current customers to connect their copiers to the network and allow them to begin tracking usage and saving money.

Strategy & Capability - New Members

Through key staff, XBS Southwest will actively market the PACE contract to all of the members in the regions that we have chosen to support. We look forward to further developing these existing relationships with the positive award of this contract.

XBS Southwest's Geographical reach allows for additional customer relationship to be built, many of which will utilize the PACE contract. All XBS Southwest sales locations include:

San Antonio: 8200 IH-10 West, Suite 400, San Antonio, Texas 78230

Austin: 901 South Mopac Expressway, Building 2, Suite # 595, Austin, Texas 78746

Houston: 2100 West Loop South, Suite # 1300, Houston, Texas 77027

Dallas: 820 West Sandy Lake Rd, Suite # 100, Coppell, Texas 75059

Arizona: 4320 East Cotton Center Blvd., Suite #100, Pheonix, Arizona 85040

Colorado: 6251 Greenwood Plaza Blvd., Suite #101, Greenwood Village, Colorado 80111

Oklahoma: 100 N Mustang Road, Building 100, Dock #1, Yukon, Oklahoma 73099

New Mexico: 8920 Adams NE, Suite B, Albuquerque, New Mexico 87113

All sales representatives at the above locations will have available PACE contract and associated materials to market to customers requesting or eligible for this contract.

Account Specialists:

Public Sector Specialist - Terrie Day

Phone: (602) 346-3085 Cell: (602) 412-7132

Email: terrie.day@xerox.com

Public Sector Specialist - Lori Lyons

Phone: (602) 346-3002 Cell: (480) 200-1718

Email: lori.lyons@xerox.com

Public Sector Specialist - Matthew Schmelzle

Phone: (602) 346-3057 Cell: (480) 266-9338

Email: matthew.schmelzle@xerox.com

Public Sector Specialist - Rachel Hoegger

Phone: (520) 989-3224 Cell: (520) 405-7946

Email: rachel.hoegger@xerox.com

Public Sector Specialist - Jeff Fry

Phone: (303) 968-2275 Cell: (303) 944-0248

Email: jeff.fry@xerox.com

Public Sector Specialist - Bryan Head

Phone: (303) 968-2293 Cell: (720) 236-5235

Email: bryan.head@xerox.com

Public Sector Specialist - Mike Cusinato

Phone: (303) 968-2261 Cell: (303) 547-8790

Email: mike.cusinato@xerox.com

Strategy & Capability - New Members

Account Specialists (continued):

Public Sector Specialist - Keith Harris

Phone: (713) 329-9909 Cell: (832) 541-2557

Email: keith.harris@xerox.com

Public Sector Specialist - Betty Rice

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Email: betty.rice@xerox.com

Public Sector Specialist - Jessica Schrank

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Email: jessica.schrank@xerox.com

Public Sector Specialist - Laura Jarrell

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Public Sector Specialist - Stephen Chervinskis

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Public Sector Specialist - David White

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Email: david.white2@xerox.com

Public Sector Specialist - Kurt Gilbert

Phone: (713) 329-9909 Cell: (281) 772-2717

Email: kurt.gilbert@xerox.com

Public Sector Specialist - Jennifer Martin

Phone: (713) 329-9909 Cell: (832) 577-5631

Email: jen.martin@xerox.com

Public Sector Specialist - Kathy Cernosek

Phone: (713) 329-9909 Cell: (713) 471-7495

Email: kathy.cernosek@xerox.com

Public Sector Specialist - David Seltenreich

Phone: (405) 702-1915 Cell: (405) 245-3500

Email: david.seltenreich@xerox.com

Public Sector Specialist - Nannie Reinert

Phone: (972) 831-2026 Cell: (817) 229-9572

Email: nannie.reinert@xerox.com

Public Sector Specialist - Kelvin Gardner

Phone: (972) 831-2020 Cell: (214) 929-2050

Email: kelvin.gardner@xerox.com

Public Sector Specialist - Annette Lucero

Phone: (505) 798-3115 Cell: (505) 999-6554

Email: annette.lucero2@xerox.com

Project Framework

Approach Methodology

The Xerox Business Solutions Southwest 360° Assessment serves as a gateway to discovering new and better ways to work with technology and handle the flow of information. Through years of collecting hard evidence and constructing thousands of assessments, we have identified seven core areas that drive the alignment of all technology and business process initiatives.

- » *Understand Your Corporate Culture.* In-depth look at the key factors of corporate culture that can be used to confirm that business strategies align to specific objectives. Define project goals using the voice of the customer.
- » *Inventory Technology.* Measure key aspects of the current process. Snapshot of your current technology environment including the identification of underutilized, obsolete and redundant assets.
- » *Analyze Usage.* Collect relevant data for all technology devices and information workflow assets using our diagnostic application that captures data from both networked and non-networked assets.
- » *Capture Costs.* Understand the total cost of ownership with an in-depth review of both the direct and indirect costs associated with technology device and information workflow asset usage as well as ongoing maintenance.
- » *Review Workflow.* Analyze the data to investigate cause-and-effect relationships. Blueprints how information flows and identifies any bottlenecks or inefficiencies. Seek out root cause of the inefficiencies.
- » *Examine Processes.* A thorough examination of administrative functions including procurement and internal IT processes. Improve or optimize the current process to create a new future state process.
- » *Study Sustainability.*
 - Sustainable working practices help companies become more environmentally friendly by:
 - Lowering energy consumption
 - Lowering CO2 output and emissions for an improved carbon footprint
 - Reducing paper waste
 - Using less consumables
 - Remaining energy conscious
 - Proper disposal of retired technology
- » *Control.* Ensure that any deviations from the future state process are corrected to stay on target. Implement control systems and frequently monitor the process.

The Xerox Business Solutions Southwest 360 Assessment is built on actual data, not estimates or projections. We provide you with a roadmap for establishing critical metrics - so we can continuously monitor, manage and analyze results for ongoing improvements.

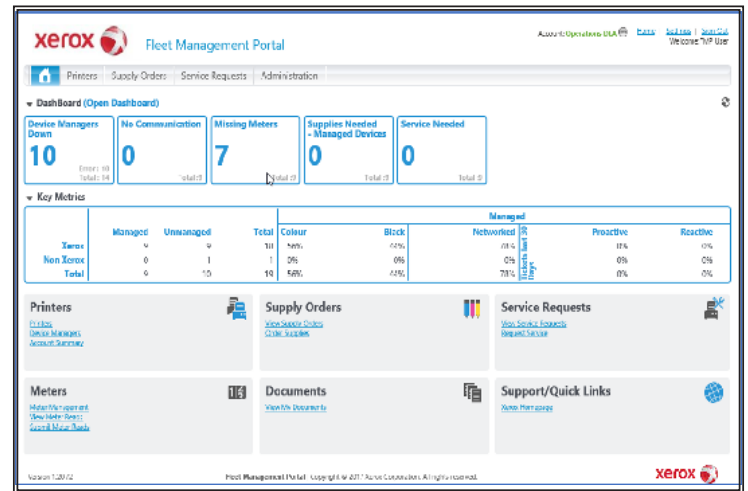


Fleet Management Portal

For operations managers who are accountable for ongoing fleet operations, the Fleet Management Portal and Dashboard offers critical insight.

Key Attributes:

- Turnkey setup and configuration
- Direct view into printer fleet in real-time
- Powerful printer & incidents grid
- Role segregation and configuration includes segregation by agent, customer and users
- Configurable and built-in panels
- Minimal administrative or management effort required
- Dashboard and the Account Key Metrics on homepage viewed at login (Partner)
- Multi-function drop down navigation bar
- Simplified Content panels
- Improved viewing across whatever devices you might be using to display the portal



Print Security Dashboard:

- Provide simple, easy-to-comprehend compliance results
- Take action on any non-compliant device or setting right from an interactive layer inside the dashboard, allowing for quick adjustments to any fleet
- Export any data so that it can be viewed outside of the application and brought into another format, such as Excel
- Provide a customer view of the dashboard in order to provide "proof" of compliance, without providing the ability to make any device changes; this access/view helps to prove that a fleet is in compliance with supporting real-time data

Fleet Management Dashboard:

- Authorized users can assess the health of the print infrastructure at any point in time
- Enter meter reads
- Request service
- Order supplies
- Quick links to other sites like Reporting and Documents (configurable)

Service Performance Dashboard:

- Drill down to any region in your fleet for a detailed view
- Review device availability, volume, and more
- Use real-time data to analyze uptime and usage, and justify new printer purchases, relocation, or consolidation

Embedded Device Management Software Provided Free of Charge:

Xerox Device Agent provides automated device meter reads, supplies, and status for effective management of your print devices. Proactive alert monitoring and remote problem resolution optimize your output environment for maximum uptime. This device management interface provides a dashboard view to key printer data and metrics at-a-glance, such as device model, IP address, serial number, device status, and primary toner and ink levels. Used with Xerox Services Manager, this powerful integration provides an industry benchmark service for your enterprise.

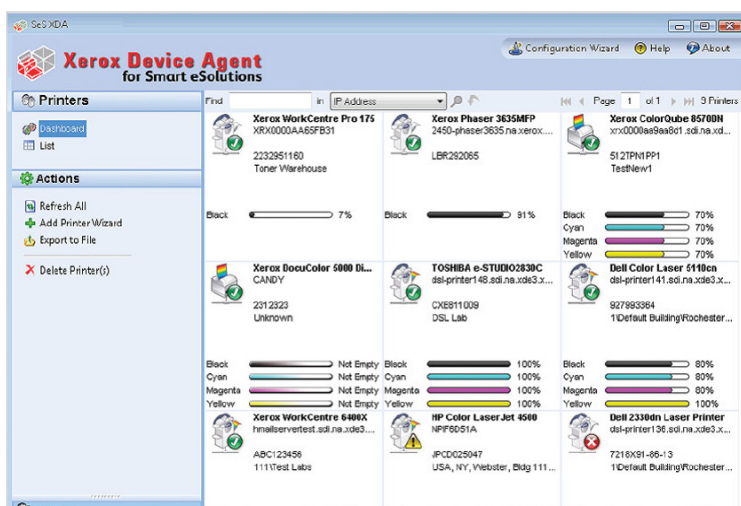
Vendor neutral view of print activity to networked devices enables accurate, timely and informed asset management decisions.

Supply and troubleshooting needs are quickly identified through alert features and dashboard views.
Seamless integration into your existing IT environment without additional software or third-party plug-ins.

Remote diagnostics and troubleshooting allow administrators to efficiently perform vital tasks from a remote site.

Key benefits:

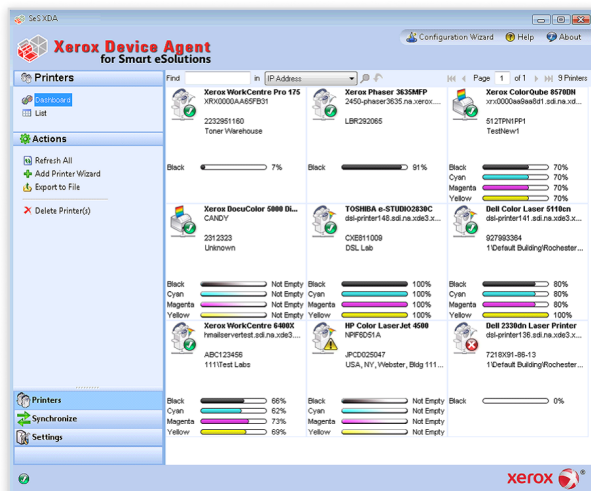
- Single solution available to download on a workstation or server
- Intuitive wizard-based installation and set up takes approximately 15 minutes
- Can detect up to 1,000 Xerox and non-Xerox devices
- Built in auto-reconnection that brings dropped-off devices back online
- Auto-discovery of newly installed devices
- Easy navigation to view and manage all networked devices
- Allows you to configure alert-message pop ups and emails
- Enables you to download device data into a single file extract
- Significantly improved connection reliability
- Works with products already registered via Device Direct method
- Automatic version upgrades available



Xerox® Device Agent for Smart eSolutions

The cutting-edge software that
monitors your devices for you.

Introducing a new remote services tool that streamlines automated device monitoring, letting you focus on what really matters: running a successful business.



XDA provides you with easy features to view and monitor every connected device.

Included with your Full Service Maintenance Agreement, Xerox Device Agent (XDA) for Smart eSolutions is new client software that leverages Xerox Managed Print Services technology. This scaled-down version of the full software offering captures and sends precise device data used for accurate automated billing and supplies replenishment. Designed for maximum simplicity, XDA for Smart eSolutions is easy to install and provides the most complete application for automated device monitoring.

Key benefits:

- Single solution available to download on a workstation or server
- Intuitive wizard-based installation and set up takes approximately 15 minutes
- Can detect up to 1,000 Xerox and non-Xerox devices
- Built in auto-reconnection that brings dropped-off devices back online
- Auto-discovery of newly installed devices
- Easy navigation to view and manage all networked devices
- Allows you to configure alert-message pop ups and emails
- Enables you to download device data into a single file extract
- Significantly improved connection reliability
- Works with products already registered via Device Direct method
- Automatic version upgrades available

XDA for Smart eSolutions

Comparison table of technical specifications

Features				General Application Information			
Features	SeS*	XDA for SeS*	CWW**	Local Windows® Client			
				Locally Installed Web-based server: requires Internet Information Services (IIS) and SQL Server®			
				Automatic Application Upgrade at Customer Site			
				-100	1000	-3000	
				Operates without User Logged On			
				✓			
				Supports Operation Disconnected from Server			
				✓			
				Online Help			
				✓			
Device Discovery							
✓	✓			Simple Subnet Discovery			
✓	✓			Multi-vendor Device Discovery			
✓	✓			Advanced Discovery Subnet Configuration (IP Sweep)			
✓				Exceptions/Exclusions List			
✓				Advanced Discovery Modes			
✓				Direct (Local) Printer Discovery (via Queues) with Single Account Credentials			
✓				Active Directory® Printer Discovery			
✓	✓			Discover Devices on IP v6 Addresses			
Device Monitoring Features							
✓	✓			Device Dashboard View for Less-experienced Users			
✓	✓			Device List View Includes Grouping			
✓	✓			Device List View Includes Sorting and Filtering			
✓	✓			View Printer Status			
✓	✓			View Meters			
✓	✓			View Supplies and Alerts			
✓	✓			Easy Access to Printer Web Page			
✓	✓			Static Built-in Groups			
✓				Dynamic Grouping			
✓				Group Based Monitoring			
✓				Local Pop-up Alerts			
✓				Local E-mail Alerts			

* Smart eSolutions Windows client (previous version)
** CentreWare® Web

To learn more about XDA for Smart eSolutions and how easy it is to install, visit www.xerox.com/smartesolutions

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Features				Remote Management			
	SeS*	XDA for SeS*	CWW**	Connectivity/Meter/Supplies Submission			
				✓	✓	✓	
				Device Status Submission			
					✓		
				Administrator/User Information Submission			
					✓		
				Technologies Supported / Required			
				✓	✓		Windows® XP and Vista® (32-bit)
				✓	✓		Windows® XP and Vista® (64-bit)
				✓	✓		Windows® 2003 (32-bit)
				✓	✓		Windows® 2003 (64-bit)
				✓	✓		Windows® 2008 (32-bit and 64-bit)
✓	✓		Windows 2000				
✓	✓		Windows® 7				
✓	✓		Windows® Server 2008 R2				
✓	✓		Minimally Requires Microsoft .Net 2.0				
✓	✓		Minimally Requires Microsoft .Net 3.5				
✓	✓		Internet Explorer (Version 6, 7 and 8)				
Languages Available							
	✓		Dutch				
✓	✓		English				
✓	✓		French				
✓	✓		German				
✓	✓		Italian				
✓	✓		Japanese				
✓	✓		Polish				
✓	✓		Portuguese				
✓	✓		Russian				
✓	✓		Spanish				

Value Added Information

The following section represents additional value-add offerings that are out of the scope of this project. Please note that the inclusion of any of these tasks in the project scope will require a written approval by the client sponsor and additional cost and schedule changes will be assessed and added to the project budget and timeline.

In addition to our core business, Xerox Business Solutions Southwest carries additional products that bring additional value to our customers under one vendor.

The following is a list of our current strategic partners:

- Xerox Workplace Suite
- Xerox Workplace Cloud
- XMPie
- Kofax (Equitrac, Ecopy, Scan to EMR)
- Elactec (HID, Magnetic Strip Card Readers)
- ABBYY Advanced Image and Data Scraping (EOB Capture)
- PaperCut (Output Management Software)
- FM Audit (Meter collection and auto supply replenishment)
- SageCom (Xmedius fax server)
- Xerox DocuShare Flex (Document Management Software)
- Spiral Binding (Cutters, trimmers, drills, folders, etc.)
- EFI (Fiery, Digital Store Front Web-to-Print)
- Avanti (Web-to-Print, costing)
- Newline (Interactive White Boards)
- Epson (Specialty & wide format printers)
- KIP (Wide format plotters)
- Brother (Printers & MFPs)
- LMI (Non-OEM toner cartridges)
- MBM Shredders
- Unibind Binding Equipment
- Print Relief
- FP Postage, mailing, meters
- ACDI (coin-op, bill and charge solutions)

Additional Services we Provide

- Managed IT Services
- Variable Data Marketing
- Transactional Statement Printing
- Facilities Management support services
- Turnkey mail and copy centers



Managed Print Services Options

XBS Southwest utilizes the 'XBS Southwest 360 Program' as a complete print management program for fleet or printing devices. From Electronic monitoring, supply ordering and a full in-house specialized process to keep Businesses printing cost effectively and with maximum uptime, the XBS Southwest 360 Print Program may be customized to fit any members needs. At XBS Southwest, we have empowered every one of our sales Representatives with the tools necessary to perform an analysis and efficiently sell based on Member/ customer needs an effective print program.

The XBS Southwest 360 Managed Print Services program offers a full set of services and tolls to help manage a fleet effortlessly:

- Monthly Budgetable Printer Expense– XBS Southwest helps you gain control of your toner, supplies and services expenses tied to your desktop printers.
- Extend the lifetime of your assets– With strategic printer placement recommendations, printer support and printer service, XBS Southwest will help extend the life of your current printer fleet.
- Maximize your current infrastructure– After a full assessment, XBS Southwest will recommend solutions to increase productivity and right size your office equipment.
- Quarterly Business Reviews– Quarterly business meetings are scheduled to review customers account over the past quarter.

XBS Southwest offers a wide variety of print solutions. Whether it is taking over existing printer or placing new equipment in the filed, XBS Southwest has a solution for you:

- Remote Location Support– XBS Southwest can provide printers all over the US
- Current Equipment Support– XBS Southwest can support a wide variety of printer manufacturers and models.
- All Inclusive Print Program– Customer only pays for the service for the printer. Printer is provided by XBS Southwest. Never pay for a Printer again.

Tab 2: Company History

Company Information/Vendor Profile

Official registered Name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, principal place of business, main telephone number, toll-free numbers, and facsimile numbers.

Dahill Office Technology Corporation dba Xerox Business Solutions Southwest

Wholly Owned Subsidiary of Xerox Corporation

D&B #: 121506281

SIC #: 7359

NAICS: 532420

Number of Employees: 551

Headquarters: 8200 IH-10 West, Ste. 400

San Antonio, TX 78230

Main Phone: (210)805-8200

Parent Company: Xerox

Total Employees: 10,000

Key contact authorized to respond to questions regarding this proposal and contract negotiation:

Bonnie Garza

VP, Strategic Accounts

Main Phone: (210)805-8200

Email: bonnie.garza@xerox.com

Servicing Xerox Business Solutions Southwest Branch

8200 IH 10 W #400

San Antonio, TX 78230

Confidential and Proprietary

At Xerox Business Solutions Southwest, we partner with our customers to provide a long-term strategy for document technology, services and software for graphic communicating and office printing environments of any size. Our experts will help you capture costs, analyze usage and review workflow processes leveraging today's technology to determine the most efficient and cost effective solution for your individual needs.

Faster. Smarter. Greener. We offer a comprehensive solution that includes MFP integration, Managed Print Services, Production Printing, Document Management, Business Process Automation and Professional Services. From design to implementation to after sales support, our innovative approach provides process improvements that will keep you aligned with your business strategies.

As a Xerox company, Xerox Business Solutions Southwest provides your business with the resources and credibility of the world's leading enterprise for business process and document management with the agility and leadership of a locally managed company. Whether your business is local or nationwide, Xerox Business Solutions Southwest can be your single-source provider for every facet of document workflow.

- **Nationwide Resources:** As a Xerox Company, Xerox Business Solutions Southwest can provide unsurpassed first-party nationwide service. We centrally manage fleet reporting, escalation procedures, coverage and guaranteed rates.
- **Local Accountability:** Our local management staff is empowered by our company President to make crucial decisions to better serve our customers' needs in a timely manner.
- **Local Inventory:** Each Xerox Business Solutions Southwest branch location is equipped with on-site parts and supplies providing faster access and greater resources to our service technicians.
- **Competency:** Because we are locally operated, our staff understands the regional dynamics that impact our customers differently. We have the ability to make decisions in the best interest of our customers.
- **Local Billing:** We provide local billing that customize invoices, answer questions and resolve issues to provide a better customer experience.
- **Experience:** As the largest Office Technology Company headquartered in Texas, we are the leader in the transition for new hardware and software trends. We deliver solutions addressing a broad range of document requirements to our customers. We are setting new standards for workflow solutions.
- **Consistency:** We treat our customers as long term business partners. Our Business Review meetings keep us in touch with our clients to ensure that we are performing at the highest possible level of support.

Xerox Business Solutions Southwest's proven leadership is your assurance of powerful results

Company Facts

- Largest Office Technology company head quartered in Texas
- Servicing Texas and Oklahoma, as well as New Mexico, Colorado, Arizona and Wyoming
- Xerox Business Solutions Southwest provides service for over 1 Billion impressions/month
- Xerox Business Solutions Southwest Managed Print Services manages over 44 million prints per month
- 52,000 customers in Texas, Oklahoma, New Mexico, Colorado, Arizona and Wyoming
- \$4 million in local parts and supplies inventory

For over 30 years, XBS Southwest has provided superior document management hardware and software solutions to businesses throughout the Central Region. Headquartered in San Antonio, XBS Southwest represents the industry's leading document imaging companies offering a range of products. Our product portfolio includes Xerox MFP's and printers, Brother MFPs and Printers, Riso duplicators and high speed ink jet printers, KIP and Epson wide format printers, Sharp Interactive White Boards, Newline Smart Boards and other Technology Solutions.

xerox™

Business Solutions Southwest

Historical Information

- XBS Southwest was formed as Dahill Industries in 1987 in Texas. Selling and servicing the Sharp line of products, it quickly developed a strong reputation for knowing their customers, and their customers' needs through strong local management and staff. Dahill continued to expand and operate profitably. In 1999, Dahill was acquired by Global Imaging Systems (GISX), a leading provider of office technology solutions.
- At the time Global Imaging Systems was the fastest growing and most profitable publicly traded company in the office automation industry.
- Dahill was/is the largest Texas headquartered office equipment and solution provider in the state with 16 offices and over 50,000 machines in the field.
- Dahill was the Largest Sharp dealer in the United States and the second largest Konica Minolta dealer in the US. Dahill received the highest honors from both manufacturers for consistent service excellence.
- Dahill was selected to service over 1,500 machines on Texas based military bases.

Acquired by Xerox Corporation in May 2007

- Xerox acquired Global Imaging Systems for \$1.5 billion.
- The acquisition strengthened Xerox's distribution expansion strategy, increasing Xerox's small to mid-size businesses (SMB) by 50%.
- Added 200,000 new customers to Xerox that were currently served by Global Imaging.
- Dahill is a wholly owned subsidiary of Xerox Corporation, a \$22 billion company.
- Xerox is the world's leading Document Imaging and Document Management technology enterprise.

Company Values:

Since our inception, we have operated under the guidance of six core values:

- We behave responsibly as a corporate citizen
- We succeed through satisfied customers
- We deliver quality and excellence in all we do.
- We require premium return on assets.
- We use technology to develop market leadership.
- We value our employees.

XBS Southwest ensures that the above values are the forefront of all business actions by ensuring customer satisfaction, improving processes, committing to our goals and providing innovative ways to achieve them.

Tab 3: Financials

Xerox Holdings Corporation

Consolidated Statements of Income

(in millions, except per-share data)	Year Ended December 31,		
	2020	2019	2018
Revenues			
Sales	\$ 2,449	\$ 3,227	\$ 3,454
Services, maintenance and rentals	4,347	5,595	5,940
Financing	226	244	268
Total Revenues	7,022	9,066	9,662
Costs and Expenses			
Cost of sales	1,742	2,097	2,188
Cost of services, maintenance and rentals	2,533	3,188	3,473
Cost of financing	121	131	132
Research, development and engineering expenses	311	373	397
Selling, administrative and general expenses	1,851	2,085	2,379
Restructuring and related costs, net	93	229	157
Amortization of intangible assets	56	45	48
Transaction and related costs, net	18	12	68
Other expenses, net	45	84	271
Total Costs and Expenses	6,770	8,244	9,113
Income before Income Taxes and Equity Income	252	822	549
Income tax expense	64	179	247
Equity in net income of unconsolidated affiliates	4	8	8
Income from Continuing Operations	192	651	310
Income from discontinued operations, net of tax	—	710	64
Net Income	192	1,361	374
Less: Income from continuing operations attributable to noncontrolling interests	—	3	4
Less: Income from discontinued operations attributable to noncontrolling interests	—	5	9
Net Income Attributable to Xerox Holdings	\$ 192	\$ 1,353	\$ 361
Amounts attributable to Xerox Holdings:			
Income from continuing operations	\$ 192	\$ 648	\$ 306
Income from discontinued operations	—	705	55
Net Income Attributable to Xerox Holdings	\$ 192	\$ 1,353	\$ 361
Basic Earnings per Share:			
Continuing operations	\$ 0.85	\$ 2.86	\$ 1.17
Discontinued operations	—	3.17	0.23
Total Basic Earnings per Share	\$ 0.85	\$ 6.03	\$ 1.40
Diluted Earnings per Share:			
Continuing operations	\$ 0.84	\$ 2.78	\$ 1.16
Discontinued operations	—	3.02	0.22
Diluted Earnings per Share	\$ 0.84	\$ 5.80	\$ 1.38

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Holdings Corporation

Consolidated Statements of Comprehensive Income

(in millions)	Year Ended December 31,		
	2020	2019	2018
Net Income	\$ 192	\$ 1,361	\$ 374
Less: Income from continuing operations attributable to noncontrolling interests	—	3	4
Less: Income from discontinued operations attributable to noncontrolling interests	—	5	9
Net Income Attributable to Xerox Holdings	\$ 192	\$ 1,353	\$ 361
Other Comprehensive Income (Loss), Net⁽¹⁾			
Translation adjustments, net	\$ 241	\$ 62	\$ (242)
Unrealized gains (losses), net	4	(6)	16
Changes in defined benefit plans, net	69	(10)	409
Other Comprehensive Income, Net Attributable to Xerox Holdings	\$ 314	\$ 46	\$ 183
Comprehensive Income, Net	\$ 506	\$ 1,407	\$ 557
Less: Comprehensive income, net from continuing operations attributable to noncontrolling interests	—	3	4
Less: Comprehensive income, net from discontinued operations attributable to noncontrolling interests	—	5	9
Comprehensive Income, Net Attributable to Xerox Holdings	\$ 506	\$ 1,399	\$ 544

(1) Refer to Note 25 - Other Comprehensive Income (Loss) for gross components of Other Comprehensive Income, reclassification adjustments out of Accumulated Other Comprehensive Loss and related tax effects.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Holdings Corporation

Consolidated Balance Sheets

	December 31,	
	2020	2019
(in millions, except share data in thousands)		
Assets		
Cash and cash equivalents	\$ 2,625	\$ 2,740
Accounts receivable (net of allowance of \$69 and \$55, respectively) ⁽¹⁾	883	1,236
Billed portion of finance receivables (net of allowance of \$4 and \$3, respectively) ⁽¹⁾	99	111
Finance receivables, net	1,082	1,158
Inventories	843	694
Other current assets	251	201
Total current assets	5,783	6,140
Finance receivables due after one year (net of allowance of \$129 and \$86, respectively) ⁽¹⁾	1,984	2,082
Equipment on operating leases, net	296	364
Land, buildings and equipment, net	407	426
Intangible assets, net	237	199
Goodwill	4,071	3,900
Deferred tax assets	508	598
Other long-term assets	1,455	1,338
Total Assets	\$ 14,741	\$ 15,047
Liabilities and Equity		
Short-term debt and current portion of long-term debt	\$ 394	\$ 1,049
Accounts payable	983	1,053
Accrued compensation and benefits costs	261	349
Accrued expenses and other current liabilities	840	984
Total current liabilities	2,478	3,435
Long-term debt	4,050	3,233
Pension and other benefit liabilities	1,566	1,707
Post-retirement medical benefits	340	352
Other long-term liabilities	497	512
Total Liabilities	8,931	9,239
Commitments and Contingencies (See Note 21)		
Convertible Preferred Stock	214	214
Common stock	198	215
Additional paid-in capital	2,445	2,782
Treasury stock, at cost	—	(76)
Retained earnings	6,281	6,312
Accumulated other comprehensive loss	(3,332)	(3,646)
Xerox Holdings shareholders' equity	5,592	5,587
Noncontrolling interests	4	7
Total Equity	5,596	5,594
Total Liabilities and Equity	\$ 14,741	\$ 15,047
Shares of common stock issued	198,386	214,621
Treasury stock	—	(2,031)
Shares of Common Stock Outstanding	198,386	212,590

(1) Allowances at December 31, 2020 determined in accordance with ASU 2016-13 adopted effective January 1, 2020. Refer to Notes 1, 7 and 8 for additional information.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Holdings Corporation

Consolidated Statements of Cash Flows

(in millions)	Year Ended December 31,		
	2020	2019	2018
Cash Flows from Operating Activities			
Net income	\$ 192	\$ 1,361	\$ 374
Income from discontinued operations, net of tax	—	(710)	(64)
Income from continuing operations	192	651	310
Adjustments required to reconcile Net income to Cash flows from operating activities			
Depreciation and amortization	368	430	526
Provisions	147	73	70
Deferred tax expense	34	124	135
Net gain on sales of businesses and assets	(30)	(21)	(35)
Stock-based compensation	42	50	57
Restructuring and asset impairment charges	87	127	156
Payments for restructurings	(81)	(93)	(169)
Defined benefit pension cost	58	109	175
Contributions to defined benefit pension plans	(139)	(141)	(144)
Decrease in accounts receivable and billed portion of finance receivables	369	10	31
(Increase) decrease in inventories	(134)	109	17
Increase in equipment on operating leases	(118)	(153)	(248)
Decrease in finance receivables	183	101	166
Decrease (increase) in other current and long-term assets	8	(14)	29
(Decrease) increase in accounts payable	(123)	(47)	1
Decrease in accrued compensation	(189)	(94)	(111)
(Decrease) increase in other current and long-term liabilities	(165)	40	52
Net change in income tax assets and liabilities	(2)	(34)	41
Net change in derivative assets and liabilities	1	11	(14)
Other operating, net	40	6	37
Net cash provided by operating activities of continuing operations	548	1,244	1,082
Net cash provided by operating activities of discontinued operations	—	89	58
Net cash provided by operating activities	548	1,333	1,140
Cash Flows from Investing Activities			
Cost of additions to land, buildings, equipment and software	(74)	(65)	(90)
Proceeds from sales of businesses and assets	30	21	59
Acquisitions, net of cash acquired	(203)	(42)	—
Other investing, net	1	1	2
Net cash used in investing activities of continuing operations	(246)	(85)	(29)
Net cash provided by investing activities of discontinued operations	—	2,233	—
Net cash (used in) provided by investing activities	(246)	2,148	(29)
Cash Flows from Financing Activities			
Net payments on short-term debt	—	—	(5)
Proceeds from issuance of long-term debt	2,359	10	9
Payments on long-term debt	(2,226)	(960)	(311)
Dividends	(230)	(243)	(269)
Payments to acquire treasury stock, including fees	(300)	(600)	(700)
Other financing, net	(19)	(41)	(25)
Net cash used in financing activities	(416)	(1,834)	(1,301)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	10	—	(30)
(Decrease) increase in cash, cash equivalents and restricted cash	(104)	1,647	(220)
Cash, cash equivalents and restricted cash at beginning of year	2,795	1,148	1,368
Cash, Cash Equivalents and Restricted Cash at End of Year⁽¹⁾	\$ 2,691	\$ 2,795	\$ 1,148

(1) Balance at December 31, 2018 includes \$3 associated with discontinued operations.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Holdings Corporation

Consolidated Statements of Shareholders' Equity

(in millions)	Common Stock	Additional Paid-in Capital	Treasury Stock	Retained Earnings	AOCL ⁽¹⁾	Xerox Holdings Shareholders' Equity	Non- controlling Interests	Total Equity
Balance at December 31, 2017	\$ 255	\$ 3,893	\$ —	\$ 4,856	\$ (3,748)	\$ 5,256	\$ 37	\$ 5,293
Cumulative effect of change in accounting principles ⁽²⁾	—	—	—	120	—	120	—	120
Comprehensive income, net	—	—	—	361	183	544	13	557
Cash dividends declared-common ⁽³⁾	—	—	—	(251)	—	(251)	—	(251)
Cash dividends declared - preferred ⁽⁴⁾	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	49	—	—	—	50	—	50
Payments to acquire treasury stock, including fees	—	—	(700)	—	—	(700)	—	(700)
Cancellation of treasury stock	(24)	(621)	645	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(16)	(16)
Balance at December 31, 2018	\$ 232	\$ 3,321	\$ (55)	\$ 5,072	\$ (3,565)	\$ 5,005	\$ 34	\$ 5,039
Cumulative effect of change in accounting principle ⁽⁵⁾	—	—	—	127	(127)	—	—	—
Comprehensive income, net	—	—	—	1,353	46	1,399	8	1,407
Cash dividends declared-common ⁽³⁾	—	—	—	(226)	—	(226)	—	(226)
Cash dividends declared - preferred ⁽⁴⁾	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	22	—	—	—	23	—	23
Payments to acquire treasury stock, including fees	—	—	(600)	—	—	(600)	—	(600)
Cancellation of treasury stock	(18)	(561)	579	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(3)	(3)
Divestiture ⁽⁶⁾	—	—	—	—	—	—	(32)	(32)
Balance at December 31, 2019	\$ 215	\$ 2,782	\$ (76)	\$ 6,312	\$ (3,646)	\$ 5,587	\$ 7	\$ 5,594
Comprehensive income, net	—	—	—	192	314	506	—	506
Cash dividends declared-common ⁽³⁾	—	—	—	(209)	—	(209)	—	(209)
Cash dividends declared - preferred ⁽⁴⁾	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	21	—	—	—	22	—	22
Payments to acquire treasury stock, including fees	—	—	(300)	—	—	(300)	—	(300)
Cancellation of treasury stock	(18)	(358)	376	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(3)	(3)
Balance at December 31, 2020	<u>\$ 198</u>	<u>\$ 2,445</u>	<u>\$ —</u>	<u>\$ 6,281</u>	<u>\$ (3,332)</u>	<u>\$ 5,592</u>	<u>\$ 4</u>	<u>\$ 5,596</u>

(1) AOCL - Accumulated other comprehensive loss.

(2) Includes \$117 related to the adoption of the Revenue Recognition Standard ASU 2014-09 - Revenue from Contracts with Customers (ASC Topic 606), see Note 1 - Basis of Presentation and Summary of Significant Accounting Policies, and \$3 related to our share of Fuji Xerox's adoption of ASU 2016-01 - Financial Instruments - Classification and Measurement.

(3) Cash dividends declared on common stock for 2020, 2019 and 2018 were \$0.25 per share on a quarterly basis and \$1.00 per share on an annual basis.

(4) Cash dividends declared on preferred stock for 2020, 2019 and 2018 were \$20 per share on a quarterly basis and \$80 per share on an annual basis.

(5) Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies - Income Taxes for additional information related to the adoption of ASU 2018-02.

(6) Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies and Note 6 - Divestitures for additional information regarding divestitures.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Statements of Income

(in millions)	Year Ended December 31,		
	2020	2019	2018
Revenues			
Sales	\$ 2,449	\$ 3,227	\$ 3,454
Services, maintenance and rentals	4,347	5,595	5,940
Financing	226	244	268
Total Revenues	7,022	9,066	9,662
Costs and Expenses			
Cost of sales	1,742	2,097	2,188
Cost of services, maintenance and rentals	2,533	3,188	3,473
Cost of financing	121	131	132
Research, development and engineering expenses	311	373	397
Selling, administrative and general expenses	1,850	2,085	2,379
Restructuring and related costs, net	93	229	157
Amortization of intangible assets	56	45	48
Transaction and related costs, net	18	12	68
Other expenses, net	45	84	271
Total Costs and Expenses	6,769	8,244	9,113
Income before Income Taxes and Equity Income	253	822	549
Income tax expense	64	179	247
Equity in net income of unconsolidated affiliates	4	8	8
Income from Continuing Operations	193	651	310
Income from discontinued operations, net of tax	—	710	64
Net Income	193	1,361	374
Less: Income from continuing operations attributable to noncontrolling interests	—	3	4
Less: Income from discontinued operations attributable to noncontrolling interests	—	5	9
Net Income Attributable to Xerox	\$ 193	\$ 1,353	\$ 361
Amounts attributable to Xerox:			
Income from continuing operations	\$ 193	\$ 648	\$ 306
Income from discontinued operations	—	705	55
Net Income Attributable to Xerox	\$ 193	\$ 1,353	\$ 361

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Statements of Comprehensive Income

(in millions)	Year Ended December 31,		
	2020	2019	2018
Net Income	\$ 193	\$ 1,361	\$ 374
Less: Income from continuing operations attributable to noncontrolling interests	—	3	4
Less: Income from discontinued operations attributable to noncontrolling interests	—	5	9
Net Income Attributable to Xerox	<u>\$ 193</u>	<u>\$ 1,353</u>	<u>\$ 361</u>
Other Comprehensive Income (Loss), Net⁽¹⁾			
Translation adjustments, net	\$ 241	\$ 62	\$ (242)
Unrealized gains (losses), net	4	(6)	16
Changes in defined benefit plans, net	69	(10)	409
Other Comprehensive Income, Net Attributable to Xerox	<u>\$ 314</u>	<u>\$ 46</u>	<u>\$ 183</u>
Comprehensive Income, Net	\$ 507	\$ 1,407	\$ 557
Less: Comprehensive income, net from continuing operations attributable to noncontrolling interests	—	3	4
Less: Comprehensive income, net from discontinued operations attributable to noncontrolling interests	—	5	9
Comprehensive Income, Net Attributable to Xerox	<u><u>\$ 507</u></u>	<u><u>\$ 1,399</u></u>	<u><u>\$ 544</u></u>

(1) Refer to Note 25 - Other Comprehensive Income (Loss) for gross components of Other Comprehensive Income, reclassification adjustments out of Accumulated Other Comprehensive Loss and related tax effects.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Balance Sheets

	December 31,	
	2020	2019
(in millions)		
Assets		
Cash and cash equivalents	\$ 2,625	\$ 2,740
Accounts receivable (net of allowance of \$69 and \$55, respectively) ⁽¹⁾	883	1,236
Billed portion of finance receivables (net of allowance of \$4 and \$3, respectively) ⁽¹⁾	99	111
Finance receivables, net	1,082	1,158
Inventories	843	694
Other current assets	251	201
Total current assets	5,783	6,140
Finance receivables due after one year (net of allowance of \$129 and \$86, respectively) ⁽¹⁾	1,984	2,082
Equipment on operating leases, net	296	364
Land, buildings and equipment, net	407	426
Intangible assets, net	229	199
Goodwill	4,068	3,900
Deferred tax assets	508	598
Other long-term assets	1,455	1,338
Total Assets	\$ 14,730	\$ 15,047
Liabilities and Equity		
Short-term debt and current portion of long-term debt	\$ 394	\$ 1,049
Accounts payable	983	1,053
Accrued compensation and benefits costs	261	349
Accrued expenses and other current liabilities	750	918
Total current liabilities	2,388	3,369
Long-term debt	2,557	3,233
Pension and other benefit liabilities	1,566	1,707
Post-retirement medical benefits	340	352
Other long-term liabilities	494	512
Total Liabilities	7,345	9,173
Commitments and Contingencies (See Note 21)		
Additional paid-in capital	4,879	3,266
Retained earnings	5,834	6,247
Accumulated other comprehensive loss	(3,332)	(3,646)
Xerox shareholder's equity	7,381	5,867
Noncontrolling interests	4	7
Total Equity	7,385	5,874
Total Liabilities and Equity	\$ 14,730	\$ 15,047

(1) Allowances at December 31, 2020 determined in accordance with ASU 2016-13 adopted effective January 1, 2020. Refer to Notes 1, 7 and 8 for additional information.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Statements of Cash Flows

(in millions)	Year Ended December 31,		
	2020	2019	2018
Cash Flows from Operating Activities			
Net income	\$ 193	\$ 1,361	\$ 374
Income from discontinued operations, net of tax	—	(710)	(64)
Income from continuing operations	193	651	310
Adjustments required to reconcile Net income to Cash flows from operating activities			
Depreciation and amortization	368	430	526
Provisions	147	73	70
Deferred tax expense	34	124	135
Net gain on sales of businesses and assets	(30)	(21)	(35)
Stock-based compensation	42	50	57
Restructuring and asset impairment charges	87	127	156
Payments for restructurings	(81)	(93)	(169)
Defined benefit pension cost	58	109	175
Contributions to defined benefit pension plans	(139)	(141)	(144)
Decrease in accounts receivable and billed portion of finance receivables	369	10	31
(Increase) decrease in inventories	(134)	109	17
Increase in equipment on operating leases	(118)	(153)	(248)
Decrease in finance receivables	183	101	166
Decrease (increase) in other current and long-term assets	8	(14)	29
(Decrease) increase in accounts payable	(123)	(47)	1
Decrease in accrued compensation	(189)	(94)	(111)
(Decrease) increase in other current and long-term liabilities	(166)	40	52
Net change in income tax assets and liabilities	(2)	(34)	41
Net change in derivative assets and liabilities	1	11	(14)
Other operating, net	40	6	37
Net cash provided by operating activities of continuing operations	548	1,244	1,082
Net cash provided by operating activities of discontinued operations	—	89	58
Net cash provided by operating activities	548	1,333	1,140
Cash Flows from Investing Activities			
Cost of additions to land, buildings, equipment and software	(74)	(65)	(90)
Proceeds from sales of businesses and assets	30	21	59
Acquisitions, net of cash acquired	(194)	(42)	—
Other investing, net	1	1	2
Net cash used in investing activities of continuing operations	(237)	(85)	(29)
Net cash provided by investing activities of discontinued operations	—	2,233	—
Net cash (used in) provided by investing activities	(237)	2,148	(29)
Cash Flows from Financing Activities			
Net payments on short-term debt	—	—	(5)
Proceeds from issuance of long-term debt	852	10	9
Payments on long-term debt	(2,213)	(960)	(311)
Dividends	—	(181)	(269)
Payments to acquire treasury stock, including fees	—	(300)	(700)
Contributions from parent	1,494	—	—
Distributions to parent	(558)	(373)	—
Other financing, net	—	(30)	(25)
Net cash used in financing activities	(425)	(1,834)	(1,301)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	10	—	(30)
(Decrease) increase in cash, cash equivalents and restricted cash	(104)	1,647	(220)
Cash, cash equivalents and restricted cash at beginning of year	2,795	1,148	1,368
Cash, Cash Equivalents and Restricted Cash at End of Year⁽¹⁾	\$ 2,691	\$ 2,795	\$ 1,148

(1) Balance at December 31, 2018 includes \$3 associated with discontinued operations.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Xerox Corporation

Consolidated Statements of Shareholders' Equity

(in millions)	Common Stock	Additional Paid-in Capital	Treasury Stock	Retained Earnings	AOCL ⁽¹⁾	Xerox Shareholders' Equity	Non- controlling Interests	Total Equity
Balance at December 31, 2017	\$ 255	\$ 3,893	\$ —	\$ 4,856	\$ (3,748)	\$ 5,256	\$ 37	\$ 5,293
Cumulative effect of change in accounting principles ⁽²⁾	—	—	—	120	—	120	—	120
Comprehensive income, net	—	—	—	361	183	544	13	557
Cash dividends declared-common	—	—	—	(251)	—	(251)	—	(251)
Cash dividends declared-preferred	—	—	—	(14)	—	(14)	—	(14)
Stock option and incentive plans, net	1	49	—	—	—	50	—	50
Payments to acquire treasury stock, including fees	—	—	(700)	—	—	(700)	—	(700)
Cancellation of treasury stock	(24)	(621)	645	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(16)	(16)
Balance at December 31, 2018	\$ 232	\$ 3,321	\$ (55)	\$ 5,072	\$ (3,565)	\$ 5,005	\$ 34	\$ 5,039
Cumulative effect of change in accounting principle ⁽³⁾	—	—	—	127	(127)	—	—	—
Comprehensive income, net	—	—	—	1,353	46	1,399	8	1,407
Cash dividends declared-common	—	—	—	(115)	—	(115)	—	(115)
Cash dividends declared-preferred	—	—	—	(7)	—	(7)	—	(7)
Dividends declared to parent	—	—	—	(183)	—	(183)	—	(183)
Transfers to parent	—	(175)	—	—	—	(175)	—	(175)
Stock option and incentive plans, net	—	18	—	—	—	18	—	18
Payments to acquire treasury stock, including fees	—	—	(300)	—	—	(300)	—	(300)
Cancellation of treasury stock	(11)	(344)	355	—	—	—	—	—
Distributions to noncontrolling interests	—	—	—	—	—	—	(3)	(3)
Reorganization	(221)	446	—	—	—	225	—	225
Divestiture ⁽⁴⁾	—	—	—	—	—	—	(32)	(32)
Balance at December 31, 2019	\$ —	\$ 3,266	\$ —	\$ 6,247	\$ (3,646)	\$ 5,867	\$ 7	\$ 5,874
Comprehensive income, net	—	—	—	193	314	507	—	507
Dividends declared to parent	—	—	—	(606)	—	(606)	—	(606)
Capital contributions from parent ⁽⁵⁾	—	1,494	—	—	—	1,494	—	1,494
Transfers from parent	—	119	—	—	—	119	—	119
Distributions to noncontrolling interests	—	—	—	—	—	—	(3)	(3)
Balance at December 31, 2020	\$ —	\$ 4,879	\$ —	\$ 5,834	\$ (3,332)	\$ 7,381	\$ 4	\$ 7,385

(1) AOCL - Accumulated other comprehensive loss.

(2) Includes \$117 related to the adoption of the Revenue Recognition Standard ASU 2014-09 - Revenue from Contracts with Customers (ASC Topic 606), see Note 1 - Basis of Presentation and Summary of Significant Accounting Policies, and \$3 related to our share of Fuji Xerox's adoption of ASU 2016-01 - Financial Instruments - Classification and Measurement.

(3) Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies - Income Taxes for additional information related to the adoption of ASU 2018-02.

(4) Refer to Note 1 - Basis of Presentation and Summary of Significant Accounting Policies and Note 6 - Divestitures for additional information regarding divestitures.

(5) Primarily represents the contribution by Xerox Holdings Corporation of aggregate net debt proceeds received from its Senior Notes offerings in the third quarter of 2020 to Xerox Corporation. Refer to Note 16 - Debt for additional information regarding the Senior Notes offerings.

The accompanying notes are an integral part of these Consolidated Financial Statements.

Tab 4: PACE Purchasing Coop Catalog

Notes:																

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Product Descriptions & Accessories	Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
2,000 Sheet High Capacity Feeder (Not Avail w/ Stand)	097504615		\$ 1,299.00	49%	\$ 666.00	\$ 31.06	\$ 21.72	\$ 17.05	\$ 14.24						
Booklet Maker Unit (Only available for OFC-FINLX)	497K20590		\$ 1,199.00	52%	\$ 581.00	\$ 27.10	\$ 18.95	\$ 14.87	\$ 12.42						
2/3 Hole Punch (Only available for OFC-FINLX)	497K20600		\$ 795.00	73%	\$ 213.00	\$ 9.93	\$ 6.95	\$ 5.45	\$ 4.55						
Envelope Tray Feed Kit (holds up to 60 envelopes; replaces Tray 1)	497K17720		\$ 349.00	46%	\$ 190.00	\$ 8.86	\$ 6.20	\$ 4.86	\$ 4.06						
Common Access Card Reader	497K19720		\$ 59.00	24%	\$ 45.00	\$ 2.10	\$ 1.47	\$ 1.15	\$ 0.96						
Foreign Interface Device Kit	498K14141		\$ 349.00	30%	\$ 246.00	\$ 11.47	\$ 8.02	\$ 6.30	\$ 5.26						
Unicode International Printing Kit	320S00290		\$ 299.00	71%	\$ 86.00	\$ 4.01	\$ 2.80	\$ 2.20	\$ 1.84						
Convenience Stapler - 50 sheet	498K08250		\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
Healthcare MFP	320S01058		\$ 579.00	0%	\$ 579.00	\$ 27.01	\$ 18.88	\$ 14.82	\$ 12.38						
Wireless Print Kit	497K16750		\$ 56.00	0%	\$ 56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
VersaLink B7125 Black & White Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 25ppm, 7" UI, 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	B71250 (Desktop)	30	\$ 6,100.00	62%	\$ 2,288.00	\$ 106.72	\$ 74.61	\$ 58.56	\$ 48.91	Custom Quote	Custom Quote			0.0095	0.060
VersaLink B7130 Black & White Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 30ppm, 7" UI, 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	B71300 (Desktop)	30	\$ 7,100.00	68%	\$ 2,288.00	\$ 106.72	\$ 74.61	\$ 58.56	\$ 48.91	Custom Quote	Custom Quote			0.0095	0.060
VersaLink B7135 Black & White Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 35ppm, 7" UI, 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	B71350 (Desktop)	35	\$ 8,100.00	63%	\$ 2,989.00	\$ 139.42	\$ 97.47	\$ 76.50	\$ 63.90	Custom Quote	Custom Quote			0.0095	0.060
VersaLink C7120 Color Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 20ppm, 7" UI, with 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C71200 (Desktop)	20/ 20	\$ 5,849.00	51%	\$ 2,869.00	\$ 133.82	\$ 93.55	\$ 73.43	\$ 61.33	Custom Quote	Custom Quote			0.0085	
VersaLink C7125 Color Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 25ppm, 7" UI, with 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C71250 (Desktop)	25/ 25	\$ 8,399.00	64%	\$ 3,040.00	\$ 141.79	\$ 99.13	\$ 77.81	\$ 64.99	Custom Quote	Custom Quote			0.0085	
VersaLink C7130 Color Laser Multifunction Printer, Print, Copy, Scan, DESKTOP config, up to 30ppm, 7" UI, with 110 Sheet Duplex Document Handler, 1-520 Sheet Tray, 100 Sheet Bypass Tray, Offset Catch Tray, Network Accounting, Security Kit (Image Overwrite & Encryption) EIP, USB, NFC, Scan Kit, Billing Impression Mode Enabled	C71300 (Desktop)	30/ 30	\$ 10,449.00	68%	\$ 3,383.00	\$ 157.79	\$ 110.31	\$ 86.58	\$ 72.32	Custom Quote	Custom Quote			0.0085	
Optional Accessories for B7130/ B7135/ C7120/ C7125/ C7130 Desktop															
Dual Catch Tray (Desktop Only)	497K17800		\$ 100.00	0%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14						
Integrated Office Finisher	097504847		\$ 999.00	15%	\$ 846.00	\$ 39.46	\$ 27.59	\$ 21.65	\$ 18.09						
PostScript Kit (B700X ONLY)	497K17810		\$ 450.00	34%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
PostScript Kit (C700X ONLY)	497K18340		\$ 450.00	34%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
Embedded 1-Line Fax w/ iFax	497K17750		\$ 1,095.00	68%	\$ 346.00	\$ 16.14	\$ 11.28	\$ 8.86	\$ 7.40						
Embedded 3-Line Fax w/ iFax	497K17760		\$ 1,495.00	48%	\$ 784.00	\$ 36.57	\$ 25.56	\$ 20.07	\$ 16.76						
Fax Over IP (B700X ONLY)	497K17820		\$ 1,095.00	80%	\$ 224.00	\$ 10.45	\$ 7.30	\$ 5.73	\$ 4.79						
Fax Over IP (C700X ONLY)	497K18330		\$ 1,095.00	80%	\$ 224.00	\$ 10.45	\$ 7.30	\$ 5.73	\$ 4.79						
Single Tray Module (1-520 Sheets)	097504910		\$ 499.00	0%	\$ 499.00	\$ 23.27	\$ 16.27	\$ 12.77	\$ 10.67						
Envelope Tray Feed Kit (holds up to 60 envelopes; replaces Tray 1)	497K17720		\$ 349.00	46%	\$ 190.00	\$ 8.86	\$ 6.20	\$ 4.86	\$ 4.06						
Common Access Card Reader	497K19720		\$ 59.00	27%	\$ 43.00	\$ 2.01	\$ 1.40	\$ 1.10	\$ 0.92						
Foreign Interface Device Kit	498K14141		\$ 349.00	30%	\$ 246.00	\$ 11.47	\$ 8.02	\$ 6.30	\$ 5.26						
Unicode International Printing Kit	320S00290		\$ 299.00	71%	\$ 86.00	\$ 4.01	\$ 2.80	\$ 2.20	\$ 1.84						
Convenience Stapler - 50 sheet	498K08250		\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
Healthcare MFP	320S01058		\$ 579.00	0%	\$ 579.00	\$ 27.01	\$ 18.88	\$ 14.82	\$ 12.38						
Wireless Print Kit	497K16750		\$ 56.00	0%	\$ 56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
Hard Disk Drive (Desktop Only)	497K17740		\$ 600.00	9%	\$ 546.00	\$ 25.47	\$ 17.80	\$ 13.97	\$ 11.67						
VersaLink C8000 Color Laser Printer, up to 45 PPM, Letter/Legal/Tabloid, 12x18", 5" swipe UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, 2-520-Sheet Paper Trays, 150-Sheet Bypass Tray, Duplex, Billing Impression Mode OFF, 110V (Optional 320GB Hard Drive)	C8000DT	45/ 45	\$ 2,949.00	0%	\$ 2,949.00	\$ 137.55	\$ 96.16	\$ 75.48	\$ 63.04	Custom Quote	Custom Quote			0.015	0.075
VersaLink C9000 Color Laser Printer, up to 55 PPM, Letter/Legal/Tabloid, 12x18", 5" swipe UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, 2-520-Sheet Paper Trays, 150-Sheet Bypass Tray, Duplex, Billing Impression Mode OFF, 110V, 320GB Hard Drive included.	C9000DT	55/ 55	\$ 4,668.00	0%	\$ 4,668.00	\$ 217.73	\$ 152.21	\$ 119.47	\$ 99.79	Custom Quote	Custom Quote			0.015	0.075
VERSALINK C8000W; 12 X 18 COLOR PRINTER FEATURING SUPER WHITE TONER, 1200 X 2400 DPI, 45PPM COLOR/B&W/WHITE, USB AND ETHERNET, 1.6 GHz PROCESSOR, 4 GB RAM, 2-SIDED PRINTING, 5" TOUCHSCREEN, 110 VOLT, BIM OFF	C8000WDT	45/ 45	\$ 4,669.00	42%	\$ 2,688.00	\$ 125.38	\$ 87.65	\$ 68.80	\$ 57.46	Custom Quote	Custom Quote			0.015	0.075
Optional Accessories for C8000/ C9000															
Two Tray Module (1,040 sheets Tabloid)	097504969		\$ 1,138.00	0%	\$ 1,138.00	\$ 53.08	\$ 37.11	\$ 29.13	\$ 24.33						
Tandem Tray Module (2K sheets letter/A4)	097504970		\$ 1,479.00	0%	\$ 1,479.00	\$ 68.98	\$ 48.23	\$ 37.85	\$ 31.62						
Envelope Tray Feed Kit (Replaces Tray 1; holds up to 50 envelopes)	497K17880		\$ 349.00	44%	\$ 197.00	\$ 9.19	\$ 6.42	\$ 5.04	\$ 4.21						
High Capacity Feeder (2K sheets - requires Tandem or 2-Tray Module) (C8000WDT ONLY)	097504845		\$ 1,479.00	0%	\$ 1,479.00	\$ 68.98	\$ 48.23	\$ 37.85	\$ 31.62						

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Product Descriptions & Accessories	Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
VersaLink C400 Color Laser Printer, up to 36 PPM, Letter/Legal, 5" swipe UI, 1200 dpi, USB, EIP, Postscript, Network Accounting Ethernet, NFC, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray Automatic 2-sided Printing, 110V	C400DN	36	\$ 682.00	0%	\$ 682.00	\$ 31.81	\$ 22.24	\$ 17.46	\$ 14.58	Custom Quote	Custom Quote			0.015	0.085
VersaLink C405 Color Laser Multi Function Printer, Print, Copy, Scan, Fax up to 36 PPM, Letter/Legal, 5" swipe UI, 1200 dpi, USB, EIP, Postscript, Network Accounting, Ethernet, NFC, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 50-Sheet Single Pass Color Doc Feeder, 110V	C405DN	36	\$ 1,031.00	6%	\$ 967.00	\$ 45.10	\$ 31.53	\$ 24.75	\$ 20.67	Custom Quote	Custom Quote			0.015	0.085
Optional Accessories:															
Stand with Storage	497K13660		\$ 343.00	64%	\$ 123.00	\$ 5.74	\$ 4.01	\$ 3.15	\$ 2.63						
550-Sheet Feeder for C400 & C405 (Qty 1 allowed)	097504400		\$ 345.00	14%	\$ 297.00	\$ 13.85	\$ 9.68	\$ 7.60	\$ 6.35						
Productivity Kit (Includes 320GB HDD) Expands onboard capacity for storage	097504914		\$ 343.00	27%	\$ 252.00	\$ 11.75	\$ 8.22	\$ 6.45	\$ 5.39						
Wireless Network Adapter	497K16750		\$ 56.00	0%	\$ 56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
Xerox Unicode International Printing Kit	320500290		\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
VersaLink C500 Color Laser Printer, up to 45 PPM, Letter/Legal, 5" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, Automatic 2-sided Printing, Optional 250 GB HDD, 110V	C500DN	45	\$ 876.00	0%	\$ 876.00	\$ 40.86	\$ 28.56	\$ 22.42	\$ 18.73	Custom Quote	Custom Quote			0.015	0.085
VersaLink C600 Color Laser Printer, up to 55 PPM, Letter/Legal, 5" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, Automatic 2-sided Printing, Optional 250 GB HDD, 110V	C600DN	55	\$ 1,400.00	0%	\$ 1,400.00	\$ 65.30	\$ 45.65	\$ 35.83	\$ 29.93	Custom Quote	Custom Quote			0.015	0.085
VersaLink C505 Color Laser Multi Function Printer, Print, Copy, Scan up to 45 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, Network Accounting, NFC, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Optional 250 GB HDD, 110V	C505S	45	\$ 2,143.00	1%	\$ 2,124.00	\$ 99.07	\$ 69.26	\$ 54.36	\$ 45.41	Custom Quote	Custom Quote			0.015	0.085
VersaLink C505 Color Laser Multi Function Printer, Print, Copy, Scan, Fax up to 45 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Standard 250 GB HDD, 110V	C505X	45	\$ 2,835.00	17%	\$ 2,340.00	\$ 109.14	\$ 76.30	\$ 59.89	\$ 50.02	Custom Quote	Custom Quote			0.015	0.085
VersaLink C605 Color Laser Multi Function Printer, Print, Copy, Scan, Fax up to 55 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Standard 250 GB HDD, 110V	C605X	55	\$ 3,985.00	16%	\$ 3,354.00	\$ 156.44	\$ 109.37	\$ 85.84	\$ 71.70	Custom Quote	Custom Quote			0.015	0.085
VersaLink C605 Color Laser Multi Function Printer, Print, Copy, Scan, Fax up to 55 PPM, Letter/Legal, 7" UI, 1200 x 2400 dpi, USB, EIP, Postscript, Ethernet, NFC, Network Accounting, 550-Sheet Paper Tray, 150-Sheet Multi Purpose Tray, 100-Sheet Single Pass Color Doc Feeder, Standard, 250 GB HDD, 110V	C605XL	55	\$ 3,985.00	16%	\$ 3,356.00	\$ 156.53	\$ 109.43	\$ 85.89	\$ 71.74	Custom Quote	Custom Quote			0.015	0.085
Optional Accessories:															
Stand with Storage on casters (w/ storage) (can add up to 2 add'l trays)	097504994		\$ 284.00	44%	\$ 159.00	\$ 7.42	\$ 5.18	\$ 4.07	\$ 3.40						
High Capacity Feeder, 2,000 Sheets (on casters) (can only add 1 add'l tray)	097504948		\$ 739.00	0%	\$ 739.00	\$ 34.47	\$ 24.10	\$ 18.91	\$ 15.80						
550-Sheet Feeder (can have up to 4 unless Stand or High Cap Feeder are selected)	097504949		\$ 342.00	0%	\$ 343.00	\$ 16.00	\$ 11.18	\$ 8.78	\$ 7.33						
Caster Base for 3 or 4 Trays	097504954		\$ 227.00	0%	\$ 227.00	\$ 10.59	\$ 7.40	\$ 5.81	\$ 4.85						
Finisher (Avail w/ C600 Ptr & C605 MFP only) May choose only 1 Finisher or Mailbox	097504952		\$ 568.00	0%	\$ 568.00	\$ 26.49	\$ 18.52	\$ 14.54	\$ 12.14						
Mailbox (Avail w/ C600 Ptr & C605 MFP only) May choose only 1 Finisher or Mailbox	097504953		\$ 568.00	0%	\$ 568.00	\$ 26.49	\$ 18.52	\$ 14.54	\$ 12.14						
Productivity Kit (Includes 250GB Solid State HDD) Expands onboard capacity for storage for C500DN, C600DN, C505S	497K18360		\$ 227.00	11%	\$ 202.00	\$ 9.42	\$ 6.59	\$ 5.17	\$ 4.32						
Wireless Network Adapter	497K16750		\$ 56.00	0%	\$ 56.00	\$ 2.61	\$ 1.83	\$ 1.43	\$ 1.20						
Xerox Unicode International Printing Kit (Requires PRODUCTKIT)	320500290		\$ 299.00	73%	\$ 80.00	\$ 3.73	\$ 2.61	\$ 2.05	\$ 1.71						
Healthcare MFP Enablement (Not avail on C500DN or C600DN)	320501058		\$ 579.00	0%	\$ 579.00	\$ 27.01	\$ 18.88	\$ 14.82	\$ 12.38						
Foreign Interface Device	497K19700		\$ 379.00	37%	\$ 238.00	\$ 11.10	\$ 7.76	\$ 6.09	\$ 5.09						
WorkCentre 3215, 27ppm, B/W MFP, Print, Copy, Scan, Fax, letter/legal, P5/PCL, USB, Ethernet, Wireless, 250 sheet tray, 110V	WC3215NI	27	\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39	Custom Quote	Custom Quote			0.01	
WorkCentre 3225, 29ppm, B/W MFP, Print, Copy, Scan, Fax, letter/legal, P5/PCL, USB, Ethernet, Wireless, Duplex, 250 sheet tray, 110V	WC3225ONI	29	\$ 365.00	0%	\$ 365.00	\$ 17.02	\$ 11.90	\$ 9.34	\$ 7.80	Custom Quote	Custom Quote			0.01	
Phaser 3260, 29 ppm B/W printer, duplex, P5/PCL, USB, Ethernet, Wireless, 250-sheet tray, 110V	3260ONI	29	\$ 239.00	25%	\$ 179.00	\$ 8.35	\$ 5.84	\$ 4.58	\$ 3.83	Custom Quote	Custom Quote			0.0175	

Product Descriptions & Accessories	Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
WC6655 36ppm color ConnectKey MFP, Print/Copy/Scan/Fax/Email, Letter/Legal, 1-550 sheet tray, 150 sheet bypass, 4 GB Ram, USB, network acctg, server fax, ifax, color scan, PS/PCL, data security kit, EIP, full network scan kit, Airprint, conv stapler	WC6655X	36	\$ 3,066.00	22%	\$ 2,381.00	\$ 111.06	\$ 77.64	\$ 60.94	\$ 50.90	Custom Quote	Custom Quote			0.015	0.085
Optional Accessories:															
550-sheet Paper Tray (up to one add'l tray)	097504664		\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
Stand with Storage	497K14670		\$ 299.00	54%	\$ 137.00	\$ 6.39	\$ 4.47	\$ 3.51	\$ 2.93						
McAfee Integrity Control Kit	320S00665		\$ 499.00	99%	\$ 6.00	\$ 0.28	\$ 0.20	\$ 0.15	\$ 0.13						
Common Access Card (CAC) Enablement Kit	498K17546		\$ 199.00	88%	\$ 24.00	\$ 1.12	\$ 0.78	\$ 0.61	\$ 0.51						
Unicode International Printing Kit	320S00290		\$ 299.00	73%	\$ 80.00	\$ 3.73	\$ 2.61	\$ 2.05	\$ 1.71						
Wireless Print Kit	497K11500		\$ 99.00	71%	\$ 29.00	\$ 1.35	\$ 0.95	\$ 0.74	\$ 0.62						
Wireless Print Adapter	097504633		\$ 228.00	10%	\$ 206.00	\$ 9.61	\$ 6.72	\$ 5.27	\$ 4.40						
Healthcare MFP Enablement (8XC)	320S01058		\$ 579.00	0%	\$ 579.00	\$ 27.01	\$ 18.88	\$ 14.82	\$ 12.38						
XEROX B230 PRINTER, UP TO 36 PPM, LETTER/LEGAL, USB/ETHERNET AND WIRELESS, 250-SHEET TRAY, AUTOMATIC 2-SIDED PRINTING, 110V	B230DNI	36	\$ 209.00	0%	\$ 209.00	\$ 9.75	\$ 6.82	\$ 5.35	\$ 4.47	Custom Quote	Custom Quote			0.01	
XEROX B225 MULTIFUNCTION PRINTER, PRINT/COPY/SCAN, LETTER/LEGAL, USB/ETHERNET AND WIRELESS, 110V	B225XDNI	36	\$ 342.00	16%	\$ 288.00	\$ 13.43	\$ 9.39	\$ 7.37	\$ 6.16	Custom Quote	Custom Quote			0.01	
XEROX B235 MULTIFUNCTION PRINTER, PRINT/COPY/SCAN/FAX, LETTER/LEGAL, USB/ETHERNET AND WIRELESS, 250-SHEET TRAY, AUTOMATIC 2-SIDED PRINTING, 110V	B235DNI	36	\$ 376.00	0%	\$ 376.00	\$ 17.54	\$ 12.26	\$ 9.62	\$ 8.04	Custom Quote	Custom Quote			0.01	
XEROX B305 MULTIFUNCTION PRINTER, PRINT/COPY/SCAN, UP TO 40 PPM, LETTER/LEGAL, USB/ETHERNET AND WIRELESS, 110V	B305DNI	42	\$ 569.00	0%	\$ 569.00	\$ 26.54	\$ 18.55	\$ 14.56	\$ 12.16	Custom Quote	Custom Quote			0.01	
XEROX B310 PRINTER, UP TO 42 PPM, LETTER/LEGAL, USB/ETHERNET AND WIRELESS, 250-SHEET TRAY, AUTOMATIC 2-SIDED PRINTING, 110V	B310DNI	42	\$ 478.00	0%	\$ 478.00	\$ 22.30	\$ 15.59	\$ 12.23	\$ 10.22	Custom Quote	Custom Quote			0.01	
Optional Accessories:															
550 Sheet Tray	497N07968		\$ 285.00	25%	\$ 214.00	\$ 9.98	\$ 6.98	\$ 5.48	\$ 4.57						
XEROX C230 COLOR PRINTER, UP TO 24PPM,LETTER/LEGAL, AUTOMATIC 2-SIDED PRINT, USB/ETHERNET/WI-FI, 250-SHEET TRAY, 110V	C230DNI	24	\$ 421.00	1%	\$ 417.00	\$ 19.45	\$ 13.60	\$ 10.67	\$ 8.91	Custom Quote	Custom Quote			0.01	
XEROX C310 COLOR PRINTER, UP TO 35PPM,LETTER/LEGAL, AUTOMATIC 2-SIDED PRINT, USB/ETHERNET/WI-FI, 250-SHEET TRAY, 110V	C310DNI	35	\$ 615.00	0%	\$ 615.00	\$ 28.69	\$ 20.05	\$ 15.74	\$ 13.15	Custom Quote	Custom Quote			0.01	
Optional Accessories:															
550 Sheet Tray	497N07995		\$ 273.00	0%	\$ 273.00	\$ 12.73	\$ 8.90	\$ 6.99	\$ 5.84						

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Product Descriptions & Accessories	Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
1 line fax card	497K17750		\$ 999.00	35%	\$ 653.00	\$ 30.46	\$ 21.29	\$ 16.71	\$ 13.96						
Foreign Interface Kit	498K14141		\$ 150.00	0%	\$ 150.00	\$ 7.00	\$ 4.89	\$ 3.84	\$ 3.21						
GBC Advanced Punch Pro	097N02204		\$ 13,900.00	0%	\$ 13,900.00	\$ 648.34	\$ 453.25	\$ 355.76	\$ 297.15						
HIGH CAP. STACKER - 380 lbs	097S05013		\$ 13,000.00	31%	\$ 8,979.00	\$ 418.81	\$ 292.79	\$ 229.81	\$ 191.95						
dolly	098S05050		\$ 995.00	51%	\$ 488.00	\$ 22.76	\$ 15.91	\$ 12.49	\$ 10.43						
HYBRID WATERMARK - 1 lb	497K20450		\$ 995.00	35%	\$ 644.00	\$ 30.04	\$ 21.00	\$ 16.48	\$ 13.77						
C & Z Folder Option for Production Ready Standard or Booklet Finisher or Prod Ready Std Fin Plus	097S04748		\$ 5,700.00	48%	\$ 2,988.00	\$ 139.37	\$ 97.43	\$ 76.47	\$ 63.88						
PR CREASE AND TWO SIDED TRIMMER FOR EFI FIERY SOLUTIONS.	097S04958		\$ 30,000.00	46%	\$ 16,277.00	\$ 759.21	\$ 530.76	\$ 416.59	\$ 347.97						
Square Fold Trimmer - only used w/ Prod Ready Booklet Fin	097S05151		\$ 15,000.00	57%	\$ 5,008.00	\$ 303.55	\$ 212.21	\$ 166.57	\$ 139.13						
Searchable PDF (OCR) Kit - 1 lb	497K20470		\$ 2,850.00	90%	\$ 272.00	\$ 12.69	\$ 8.87	\$ 6.96	\$ 5.81						
Tape Bind	097S03869		\$ 15,542.67	0%	\$ 15,542.67	\$ 724.96	\$ 506.82	\$ 397.80	\$ 322.27						
USB HUB KIT	497K20480		\$ 150.00	17%	\$ 125.00	\$ 5.83	\$ 4.08	\$ 3.20	\$ 2.67						
US S508 INSTALL KIT - 8.8 lbs	497K20510		\$ 2,239.00	0%	\$ 2,239.00	\$ 104.43	\$ 73.01	\$ 57.30	\$ 47.87						
EFI Printer Server NX One - 25 lbs (Optional)	097N02340		\$ 13,500.00	26%	\$ 9,966.00	\$ 464.84	\$ 324.97	\$ 255.07	\$ 213.05						
1-Drive External HDD option	497N06009		\$ 2,245.00	0%	\$ 2,245.00	\$ 104.71	\$ 73.20	\$ 57.46	\$ 47.99						
Impose Option	497N05470		\$ 2,550.00	0%	\$ 2,550.00	\$ 118.94	\$ 83.15	\$ 65.26	\$ 54.51						
Compose Option	497N05471		\$ 1,500.00	3%	\$ 1,451.00	\$ 67.68	\$ 47.31	\$ 37.14	\$ 31.02						
Fiery Calibration Mono	497N02931		\$ 1,990.00	0%	\$ 1,990.00	\$ 92.82	\$ 64.89	\$ 50.93	\$ 42.54						
LAC Image Viewer Software	497N02659		\$ 2,800.00	0%	\$ 2,800.00	\$ 130.60	\$ 91.30	\$ 71.66	\$ 59.86						
NX One Station, with 22" monitor option	497N06007		\$ 2,685.00	0%	\$ 2,685.00	\$ 125.24	\$ 87.55	\$ 68.72	\$ 57.40						
Ethernet Hub Option	497N01224		\$ 495.00	0%	\$ 495.00	\$ 23.09	\$ 16.14	\$ 12.67	\$ 10.58						
ED95	ED95	100	\$ 37,200.00	80%	\$ 7,294.00	\$ 340.21	\$ 237.84	\$ 186.68	\$ 155.93	Custom Quote	Custom Quote	0	0	0.0045	
ED125	ED125	125	\$ 55,600.00	86%	\$ 7,759.00	\$ 361.90	\$ 253.01	\$ 198.58	\$ 165.87	Custom Quote	Custom Quote	0	0	0.0045	
Must Choose One:															
D4 Finisher with 2/3 Hole Punch	097S05112		\$ 5,240.00	56%	\$ 2,302.00	\$ 107.37	\$ 75.06	\$ 58.92	\$ 49.21						
D5 Booklet Maker Finisher with 2/3 Hole Punch	097S05113		\$ 9,440.00	67%	\$ 3,118.00	\$ 145.43	\$ 101.67	\$ 79.80	\$ 66.66						
Must Choose One:															
2-Tray High Capacity Feeder	097S05115		\$ 2,165.00	44%	\$ 1,220.00	\$ 56.90	\$ 39.78	\$ 31.22	\$ 26.08						
Bypass Chute	497K02520		\$ 350.00	25%	\$ 263.00	\$ 12.27	\$ 8.58	\$ 6.73	\$ 5.62						
Optional Accessories															
UI Installation Kit (LH Wing)	497K07290		\$ 150.00	0%	\$ 150.00	\$ 7.00	\$ 4.89	\$ 3.84	\$ 3.21						
Convenience Stapler	498K08250		\$ 299.00	14%	\$ 258.00	\$ 12.03	\$ 8.41	\$ 6.60	\$ 5.52						
Foreign Interface Kit	498K14141		\$ 150.00	0%	\$ 150.00	\$ 7.00	\$ 4.89	\$ 3.84	\$ 3.21						
USB HUB KIT	497K06750		\$ 150.00	39%	\$ 91.00	\$ 4.24	\$ 2.97	\$ 2.33	\$ 1.95						
Searchable PDF	497K09140		\$ 2,850.00	89%	\$ 321.00	\$ 14.97	\$ 10.47	\$ 8.22	\$ 6.86						
CAC/PIN Card Reader and Enablement Kit	497K21650		\$ 13,000.00	100%	\$ 42.00	\$ 1.96	\$ 1.37	\$ 1.07	\$ 0.90						
Nuvera MFF 100	MFF100	100	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera MFF 120	MFF120	120	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera DPS 100	DPS100	100	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera DPS 120	DPS120	120	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera DPS 144	DPS144	144	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera DPS 157	DPS157	157	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera DPS 200	DPS200	200	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera DPS 288	DPS288	288	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera DPS 314	DPS314	314	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera MX 100	MX100	100	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera MX 120	MX120	120	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera MX 144	MX144	144	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera MX 200	MX200	200	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Nuvera MX 288	MX288	288	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Xerox Indesee Production Press (Incl Full Width Array)	IRI120	120	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	Custom Quote	0	0		
Versant 280 Press	VR280	80/ 80	\$ 59,900.00	61%	\$ 23,572.00	\$ 1,099.47	\$ 768.64	\$ 603.30	\$ 503.92	Custom Quote	Custom Quote	0	0	0.0065	0.0425
Must Choose One:															
Offset Catch Tray	497K02420		\$ 300.00	0%	\$ 300.00	\$ 13.99	\$ 9.78	\$ 7.68	\$ 6.41						
BR Finisher w/ 2/3 Hole Punch - (WH)	097S05024		\$ 2,995.00	30%	\$ 2,090.00	\$ 97.48	\$ 68.15	\$ 53.49	\$ 44.68						
BR BOOKLET MAKER Finisher with 2/3 Hole Punch - (WH)	097S05025		\$ 4,995.00	39%	\$ 3,055.00	\$ 142.49	\$ 99.62	\$ 78.19	\$ 65.31						
High Cap Stacker	097S05013		\$ 13,000.00	35%	\$ 8,502.00	\$ 396.56	\$ 277.23	\$ 217.60	\$ 181.76						
PR Finisher (Standard Finisher)	097S05148		\$ 6,550.00	36%	\$ 4,167.00	\$ 194.36	\$ 135.88	\$ 106.65	\$ 89.08						
PR Booklet Maker Finisher	097S05149		\$ 11,800.00	56%	\$ 5,209.00	\$ 242.96	\$ 169.86	\$ 133.32	\$ 111.36						
PR Finisher for PFIM (for PR Standard Finisher Plus)	097S05150		\$ 12,000.00	0%	\$ 12,000.00	\$ 559.72	\$ 391.30	\$ 307.13	\$ 256.54						
May Choose Any (Not Required):															
IDM Interface Decurler Module	097S04745		\$ 2,000.00	0%	\$ 2,000.00	\$ 93.29	\$ 65.22	\$ 51.19	\$ 42.76						
Interface Decurler Module (IDM) w / All-Stocks Rated Speed (ASRS)	097S05153		\$ 17,000.00	64%	\$ 6,113.00	\$ 285.13	\$ 199.33	\$ 156.46	\$ 130.68						
IDM (ILS) Interface Decurler Module w / In-line Spectrophotometer	097S04744		\$ 28,000.00	59%	\$ 11,446.00	\$ 533.88	\$ 373.23	\$ 292.95	\$ 244.69						
Must Choose Only 1															
PF2.0(1 Tray A4 - Letter-size HCF)	097S05007		\$ 2,000.00	67%	\$ 661.00	\$ 30.83	\$ 21.55	\$ 16.92	\$ 14.13						
PF3.1 (1 Tray OHCF)	097S05008		\$ 5,995.00	41%	\$ 3,539.00	\$ 165.07	\$ 115.40	\$ 90.58	\$ 75.66						
PF3.5 Adv (2 Tray OHCF)	097S05146		\$ 9,995.00	24%	\$ 7,593.00	\$ 354.16	\$ 247.59	\$ 194.34	\$ 162.32						
Optional Accessories:															
Manual Shet Insert (MSI) Bypass	497K09130		\$ 900.00	13%	\$ 784.00	\$ 36.57	\$ 25.56	\$ 20.07	\$ 16.76						
2/3 Hole Punch for 3AE & 4AE	497K16710		\$ 600.00	61%	\$ 236.00	\$ 11.01	\$ 7.70	\$ 6.04	\$ 5.05						
C & Z Folder Option for Production Ready Standard or Booklet Finisher or Prod Ready Std Fin Plus	097S04748		\$ 5,700.00	48%	\$ 2,988.00	\$ 139.37	\$ 97.43	\$ 76.47	\$ 63.88						
Interposer/Insert Module	097S04746		\$ 2,000.00	15%	\$ 1,706.00	\$ 79.57	\$ 55.63	\$ 43.66	\$ 36.47						
Square Fold Trimmer	097S05151		\$ 15,000.00	42%	\$ 8,686.00	\$ 405.14	\$ 283.23	\$ 223.31	\$ 185.69						
dolly	098S05050		\$ 995.00	51%	\$ 488.00	\$ 22.76	\$ 15.91	\$ 12.49	\$ 10.43						
UI S508 Install Kit 13.9 LBS	497K22720		\$ -	N/A	\$ 3,068.00	\$ 143.10	\$ 100.04	\$ 78.52	\$ 65.59						
High Cap Stacker UI Fixed Angle Kit	498K17820		\$ -	N/A	\$ 17.00	\$ 0.79	\$ 0.55	\$ 0.44	\$ 0.36						
Dual Advanced High Cap Feeder	097S05147		\$ 9,995.00	11%	\$ 8,870.00	\$ 413.72	\$ 289.23	\$ 227.02	\$ 189.62						
FreeFlow VI Compose SW and License	300S01843		\$ 5,000.00	99%	\$ 40.00	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.86						
FreeFlow VI Design Pro SW & License	300S01844		\$ 3,495.00	97%	\$ 1,035.00	\$ 4.34	\$ 3.03	\$ 2.38	\$ 1.99						
Quick Print Sign	497K06860		\$ 500.00	0%	\$ 500.00	\$ 23.32	\$ 16.30	\$ 12.80	\$ 10.69						
Foreign Interface Kit	498K14141		\$ 220.00	0%	\$ 220.00	\$ 10.26	\$ 7.17	\$ 5.63	\$ 4.70						

Product Descriptions & Accessories	Product Number	Speed (ppm)	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge
FreeFlow VI Design Pro SW & License	300S01844		\$ 3,495.00	97%	\$ 93.00	\$ 4.34	\$ 3.03	\$ 2.38	\$ 1.99						
Common Access Card Enablement Kit	497K04790		\$ 199.00	48%	\$ 104.00	\$ 4.85	\$ 3.39	\$ 2.66	\$ 2.22						
USB Enablement Kit (Activates USB Hub Kit, makes USB ports functional via pin coded s/w)	497K14870		\$ 299.00	53%	\$ 140.00	\$ 6.53	\$ 4.57	\$ 3.58	\$ 2.99						
Network Accounting	497K14310		\$ 150.00	0%	\$ 150.00	\$ 7.00	\$ 4.89	\$ 3.84	\$ 3.21						
Remote Service Opt Out Instructions	320S00864		\$ -	N/A	\$ 14.00	\$ 0.65	\$ 0.46	\$ 0.36	\$ 0.30						
Vivid Toner Kit - includes Starter toner cartridges (50% yield of full replacement cartridges)	097N02390		\$ 14,700.00	0%	\$ 14,700.00	\$ 685.65	\$ 479.34	\$ 376.23	\$ 314.26						
Flourescent Toner Kit - includes Starter toner cartridges (50% yield of full replacement cartridges)	097N02391		\$ 14,700.00	0%	\$ 14,700.00	\$ 685.65	\$ 479.34	\$ 376.23	\$ 314.26						
Vivid and Flourescent Kit - includes Starter toner cartridges (50% yield of full replacement cartridges)	097N02392		\$ 25,000.00	0%	\$ 25,000.00	\$ 1,166.08	\$ 815.20	\$ 639.85	\$ 534.45						
XLS Support Kit	497K19162		\$ 570.00	30%	\$ 397.00	\$ 18.52	\$ 12.95	\$ 10.16	\$ 8.49						
Xerox Crease and Two-sided Trimmer	097S05152		\$ 30,000.00	44%	\$ 16,946.00	\$ 790.41	\$ 552.58	\$ 433.72	\$ 362.27						
Top Tray Aligner	497K22450		\$ 399.00	0%	\$ 399.00	\$ 18.61	\$ 13.01	\$ 10.21	\$ 8.53						
GBC Advanced Punch PRO 60Hz	097S02437		\$ 13,900.00	77%	\$ 3,131.00	\$ 146.04	\$ 102.10	\$ 80.13	\$ 66.93						
Convenience Stapler	498K08250		\$ 299.00	14%	\$ 258.00	\$ 12.03	\$ 8.41	\$ 6.60	\$ 5.52						
Large Envelope Support Kit	097N02410		\$ 292.00	0%	\$ 292.00	\$ 13.62	\$ 9.52	\$ 7.47	\$ 6.24						
High Cap Stack	097S05013		\$ 13,000.00	35%	\$ 8,502.00	\$ 396.56	\$ 277.23	\$ 217.60	\$ 181.76						
PR Finisher (Standard Finisher) 246.92 LBS	097S05148		\$ 6,550.00	36%	\$ 4,167.00	\$ 194.36	\$ 135.88	\$ 106.65	\$ 89.08						
PR Booklet Maker Finisher	097S05149		\$ 11,800.00	56%	\$ 5,209.00	\$ 242.96	\$ 169.86	\$ 133.32	\$ 111.36						
PR Finisher for PFIM (for PR Standard Finisher Plus)	097S05150		\$ 12,000.00	0%	\$ 12,000.00	\$ 559.72	\$ 391.30	\$ 307.13	\$ 256.54						
Must Choose a Controller:															
EX-I 280 Print Server (Integrated DFE, E400)	097N02404		\$ 8,990.00	0%	\$ 8,990.00	\$ 419.32	\$ 293.15	\$ 230.09	\$ 192.19						
EX-I 280 OPTIONAL ACCESSORIES															
Fiery Impose Option	497N07166		\$ 2,550.00	0%	\$ 2,550.00	\$ 118.94	\$ 83.15	\$ 65.26	\$ 54.51						
Profile Suite 4 (s/w & Spectrophotometer)	497N07213		\$ 5,000.00	19%	\$ 4,028.00	\$ 187.88	\$ 131.35	\$ 103.09	\$ 86.11						
Switch/HUB, ethernet, 5 port	497N01224		\$ 495.00	0%	\$ 495.00	\$ 23.09	\$ 16.14	\$ 12.67	\$ 10.58						
STANDALONE DFE, NX PRO 3 W/ WIN 10	097N02415		\$ 25,000.00	31%	\$ 17,372.00	\$ 810.28	\$ 566.47	\$ 444.62	\$ 371.38						
EX-280 OPTIONAL ACCESSORIES															
SeeQuence Compose Kit	497N05471		\$ 1,500.00	3%	\$ 1,451.00	\$ 67.68	\$ 47.31	\$ 37.14	\$ 31.02						
Profile Suite 4 (s/w & Spectrophotometer)	497N07213		\$ 5,000.00	19%	\$ 4,028.00	\$ 187.88	\$ 131.35	\$ 103.09	\$ 86.11						
Switch/HUB, ethernet, 5 port	497N01224		\$ 495.00	0%	\$ 495.00	\$ 23.09	\$ 16.14	\$ 12.67	\$ 10.58						
FACI Furniture Option Kit (RoHS) (Stand, monitor, keyboard & mouse)	497N04849		\$ 4,000.00	1%	\$ 3,947.00	\$ 184.10	\$ 128.70	\$ 101.02	\$ 84.38						
Hard Drive Security Option	497N04827		\$ 995.00	0%	\$ 995.00	\$ 46.41	\$ 32.44	\$ 25.47	\$ 21.27						
EFI Performance Package Kit	301N79930		\$ 5,000.00	97%	\$ 140.00	\$ 6.53	\$ 4.57	\$ 3.58	\$ 2.99						
Versant 4100 Press	VN4100	100/ 100	\$ 200,000.00	56%	\$ 87,465.00	\$ 4,079.63	\$ 2,852.06	\$ 2,238.58	\$ 1,869.83	Custom Quote	Custom Quote	0	0	0.0065	0.0425
Must Choose One:															
500 Sheet Offset Catch Tray	497K02420		\$ 300.00	0%	\$ 300.00	\$ 13.99	\$ 9.78	\$ 7.68	\$ 6.41						
High Capacity Stack (HCS)	097S05013		\$ 13,000.00	35%	\$ 8,502.00	\$ 396.56	\$ 277.23	\$ 217.60	\$ 181.76						
PR Finisher (Standard Finisher)	097S05148		\$ 6,550.00	36%	\$ 4,167.00	\$ 194.36	\$ 135.88	\$ 106.65	\$ 89.08						
PR Booklet Maker Finisher	097S05149		\$ 11,800.00	56%	\$ 5,209.00	\$ 242.96	\$ 169.86	\$ 133.32	\$ 111.36						
PR Finisher for PFIM (for PR Standard Finisher Plus)	097S05150		\$ 12,000.00	0%	\$ 12,000.00	\$ 559.72	\$ 391.30	\$ 307.13	\$ 256.54						
Must Choose Only 1															
PF3.5 Adv (2 Tray OHCF)	097S05146		\$ 9,995.00	19%	\$ 8,069.00	\$ 376.36	\$ 263.11	\$ 206.52	\$ 172.50						
High Capacity XLS Vacuum Feeder (HiCap XLS Vac Feeder)	097N02413		\$ 13,995.00	0%	\$ 13,995.00	\$ 652.77	\$ 456.35	\$ 358.19	\$ 299.19						
Dual High Capacity XLS Vacuum Feeder (Dual HiCap XLS Vac Feeder)	097N02414		\$ 19,995.00	0%	\$ 19,995.00	\$ 932.63	\$ 652.00	\$ 511.75	\$ 427.45						
Optional Accessories:															
Dual Advanced High Cap Feeder	097S05147		\$ 9,995.00	12%	\$ 8,805.00	\$ 410.69	\$ 287.13	\$ 225.36	\$ 188.23						
2/3 Hole Punch for 3x4 & 4x6	497K16710		\$ 600.00	61%	\$ 236.00	\$ 11.01	\$ 7.70	\$ 6.04	\$ 5.05						
C & Z Folder Option for Production Ready Standard or Booklet Finisher or Prod Ready Std Fin Plus	097S04748		\$ 5,700.00	48%	\$ 2,988.00	\$ 139.37	\$ 97.43	\$ 76.47	\$ 63.88						
Xerox Crease and Two-sided Trimmer	097S05152		\$ 30,000.00	44%	\$ 16,946.00	\$ 790.41	\$ 552.58	\$ 433.72	\$ 362.27						
Interposer/Insert Module	097S04746		\$ 2,000.00	15%	\$ 1,706.00	\$ 79.57	\$ 55.63	\$ 43.66	\$ 36.47						
Square Fold Trimmer	097S05151		\$ 15,000.00	42%	\$ 8,656.00	\$ 403.74	\$ 282.25	\$ 221.54	\$ 185.05						
Envelope Support Kit (Can order up to 2)	497K17190		\$ 250.00	13%	\$ 217.00	\$ 10.12	\$ 7.08	\$ 5.55	\$ 4.64						
GBC Advanced Punch PRO 60Hz	097N02204		\$ 13,900.00	0%	\$ 13,900.00	\$ 648.34	\$ 453.25	\$ 355.76	\$ 297.15						
dolly	098S05050		\$ 995.00	51%	\$ 488.00	\$ 22.76	\$ 15.91	\$ 12.49	\$ 10.43						
High Cap Stackler UI Fixed Angle Kit	498K17820		\$ -	#DIV/0!	\$ 21.00	\$ 0.98	\$ 0.68	\$ 0.54	\$ 0.45						
Remote Service Opt Out Instructions	320S00864		\$ -	#DIV/0!	\$ 14.00	\$ 0.65	\$ 0.46	\$ 0.36	\$ 0.30						
FreeFlow VI Compose SW and License	300S01843		\$ 10,000.00	100%	\$ 40.00	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.86						
FreeFlow VI Design Pro SW & License	300S01844		\$ 3,495.00	97%	\$ 93.00	\$ 4.34	\$ 3.03	\$ 2.38	\$ 1.99						
Quick Print Sign	497N06860		\$ 500.00	0%	\$ 500.00	\$ 23.32	\$ 16.30	\$ 12.80	\$ 10.69						
Top Tray Aligner	497K22450		\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39						
XLS OHCF Support Kit	497K19162		\$ 570.00	30%	\$ 397.00	\$ 18.52	\$ 12.95	\$ 10.16	\$ 8.49						
XLS Air Assist Kit	497K22500		\$ 3,999.00	0%	\$ 3,999.00	\$ 186.53	\$ 130.40	\$ 102.35	\$ 85.49						
High Cap Stack	097S05013		\$ 13,000.00	35%	\$ 8,502.00	\$ 396.56	\$ 277.23	\$ 217.60	\$ 181.76						
PR Finisher (Standard Finisher)	097S05148		\$ 6,550.00	36%	\$ 4,167.00	\$ 194.36	\$ 135.88	\$ 106.65	\$ 89.08						
PR Booklet Maker Finisher	097S05149		\$ 11,800.00	56%	\$ 5,209.00	\$ 242.96	\$ 169.86	\$ 133.32	\$ 111.36						
PR Finisher for PFIM (for PR Standard Finisher Plus)	097S05150		\$ 12,000.00	0%	\$ 12,000.00	\$ 559.72	\$ 391.30	\$ 307.13	\$ 256.54						
MUST CHOOSE A CONTROLLER															
NX Pro Gen III	097N02417		\$ 36,750.00	16%	\$ 30,751.00	\$ 1,434.32	\$ 1,002.73	\$ 787.04	\$ 657.39						
NX PRO GEN III OPTIONAL ACCESSORIES															
Hard Drive Security Option	497N04827		\$ 995.00	0%	\$ 995.00	\$ 46.41	\$ 32.44	\$ 25.47	\$ 21.27						
2 Bay HDD enclosure	497N08408		\$ 995.00	0%	\$ 995.00	\$ 46.41	\$ 32.44	\$ 25.47	\$ 21.27						
EX-P 4100 Print Server (Standalone DFE, NX Premium w/Win 10 2019)	097N02416		\$ 65,000.00	7%	\$ 60,414.00	\$ 2,817.89	\$ 1,969.98	\$ 1,546.24	\$ 1,291.53						
EX-P 4100 OPTIONAL ACCESSORIES															
Swapable SSD Kit, 1 TB (X2), 500GB	497N07254		\$ 5,000.00	0%	\$ 5,000.00	\$ 233.22	\$ 163.04	\$ 127.97	\$ 106.89						
3 Bay HDD enclosure	497N06629		\$ 3,000.00	0%	\$ 3,000.00	\$ 139.93	\$ 97.82	\$ 76.78	\$ 64.13						

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PACE Cooperative Contract
P00230 Copier Supplies, Equipment Connectivity

Notes:										
Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
HP M102w	G3Q35A	\$ 122.99	0%	\$ 122.99	\$ 5.74	\$ 4.01	\$ 3.15	\$ 2.63	\$ 7.23	Special Quote
HP M203dw	G3Q47A	\$ 169.00	0%	\$ 169.00	\$ 7.88	\$ 5.51	\$ 4.33	\$ 3.61	\$ 9.94	Special Quote
HP M404n	W1A52A	\$ 269.00	0%	\$ 269.00	\$ 12.55	\$ 8.77	\$ 6.88	\$ 5.75	\$ 15.82	Special Quote
HP M404dn	W1A53A	\$ 299.00	0%	\$ 299.00	\$ 13.95	\$ 9.75	\$ 7.65	\$ 6.39	\$ 17.59	Special Quote
HP M404dw	W1A56A	\$ 349.00	0%	\$ 349.00	\$ 16.28	\$ 11.38	\$ 8.93	\$ 7.46	\$ 20.53	Special Quote
HP M501dn	J8H61A	\$ 549.00	0%	\$ 549.00	\$ 25.61	\$ 17.90	\$ 14.05	\$ 11.74	\$ 32.29	Special Quote
HP M507n	1PV86A	\$ 649.00	0%	\$ 649.00	\$ 30.27	\$ 21.16	\$ 16.61	\$ 13.87	\$ 38.18	Special Quote
HP M507dn	1PV87A	\$ 749.00	0%	\$ 749.00	\$ 34.94	\$ 24.42	\$ 19.17	\$ 16.01	\$ 44.06	Special Quote
HP M507x	1PV88A	\$ 949.00	0%	\$ 949.00	\$ 44.26	\$ 30.94	\$ 24.29	\$ 20.29	\$ 55.82	Special Quote
HP M607n	K0Q14A	\$ 759.99	0%	\$ 759.99	\$ 35.45	\$ 24.78	\$ 19.45	\$ 16.25	\$ 44.71	Special Quote
HP M610DN	7PS82A	\$ 969.99	0%	\$ 969.99	\$ 45.24	\$ 31.63	\$ 24.83	\$ 20.74	\$ 57.06	Special Quote
HP M608n	K0Q17A	\$ 1,049.00	0%	\$ 1,049.00	\$ 48.93	\$ 34.21	\$ 26.85	\$ 22.43	\$ 61.71	Special Quote
HP M611dn	7PS84A	\$ 1,249.00	0%	\$ 1,249.00	\$ 58.26	\$ 40.73	\$ 31.97	\$ 26.70	\$ 73.47	Special Quote
HP M611x	7PS85A	\$ 1,699.00	0%	\$ 1,699.00	\$ 79.25	\$ 55.40	\$ 43.48	\$ 36.32	\$ 99.94	Special Quote
HP M612dn	7PS86A	\$ 1,799.00	0%	\$ 1,799.00	\$ 83.91	\$ 58.66	\$ 46.04	\$ 38.46	\$ 105.82	Special Quote
HP M612x	7PS87A	\$ 746.99	0%	\$ 746.99	\$ 34.84	\$ 24.36	\$ 19.12	\$ 15.97	\$ 43.94	Special Quote
HP M712n	CF235A	\$ 1,899.00	0%	\$ 1,899.00	\$ 88.58	\$ 61.92	\$ 48.60	\$ 40.60	\$ 111.71	Special Quote
HP M712dn	CF236A	\$ 2,339.99	0%	\$ 2,339.99	\$ 109.14	\$ 76.30	\$ 59.89	\$ 50.02	\$ 137.65	Special Quote
HP M712xh	CF238A	\$ 2,849.00	0%	\$ 2,849.00	\$ 132.89	\$ 92.90	\$ 72.92	\$ 60.91	\$ 167.59	Special Quote
HP M130fn	CF238A	\$ 179.00	0%	\$ 179.00	\$ 8.35	\$ 5.84	\$ 4.58	\$ 3.83	\$ 10.53	Special Quote
HP M130fw	G3Q60A	\$ 233.99	0%	\$ 233.99	\$ 10.91	\$ 7.63	\$ 5.99	\$ 5.00	\$ 13.76	Special Quote
HP M227fdn	G3Q79A	\$ 239.00	0%	\$ 239.00	\$ 11.15	\$ 7.79	\$ 6.12	\$ 5.11	\$ 14.06	Special Quote
HP M227fdw	G3Q75A	\$ 269.00	0%	\$ 269.00	\$ 12.55	\$ 8.77	\$ 6.88	\$ 5.75	\$ 15.82	Special Quote
HP M428fdn	W1A29A	\$ 449.00	0%	\$ 449.00	\$ 20.94	\$ 14.64	\$ 11.49	\$ 9.60	\$ 26.41	Special Quote
HP M428fdw	W1A30A	\$ 449.00	0%	\$ 449.00	\$ 20.94	\$ 14.64	\$ 11.49	\$ 9.60	\$ 26.41	Special Quote
HP M430f	3PZ55A	\$ 919.65	0%	\$ 919.65	\$ 42.90	\$ 29.99	\$ 23.54	\$ 19.66	\$ 54.10	Special Quote
HP M528dn	1PV64A	\$ 1,799.00	0%	\$ 1,799.00	\$ 83.91	\$ 58.66	\$ 46.04	\$ 38.46	\$ 105.82	Special Quote
HP M528f	1PV65A	\$ 2,099.00	0%	\$ 2,099.00	\$ 97.90	\$ 68.44	\$ 53.72	\$ 44.87	\$ 123.47	Special Quote
HP M528c	1PV66A	\$ 2,049.00	0%	\$ 2,049.00	\$ 95.57	\$ 66.81	\$ 52.44	\$ 43.80	\$ 120.53	Special Quote
HP M528z	1PV67A	\$ 2,599.00	0%	\$ 2,599.00	\$ 121.23	\$ 84.75	\$ 66.52	\$ 55.56	\$ 152.88	Special Quote
HP M634h	7PS95A	\$ 2,799.00	0%	\$ 2,799.00	\$ 130.55	\$ 91.27	\$ 71.64	\$ 59.84	\$ 164.65	Special Quote
HP M634z	7PS96A	\$ 4,299.00	0%	\$ 4,299.00	\$ 200.52	\$ 140.18	\$ 110.03	\$ 91.90	\$ 252.88	Special Quote
HP M635h	7PS97A	\$ 2,699.00	0%	\$ 2,699.00	\$ 125.89	\$ 88.01	\$ 69.08	\$ 57.70	\$ 158.76	Special Quote
HP M635fht	7PS98A	\$ 3,499.00	0%	\$ 3,499.00	\$ 163.20	\$ 114.10	\$ 89.55	\$ 74.80	\$ 205.82	Special Quote
HP M635z	7PS99A	\$ 5,199.00	0%	\$ 5,199.00	\$ 242.50	\$ 169.53	\$ 133.06	\$ 111.14	\$ 305.82	Special Quote
HP M725dn	CF066A	\$ 3,599.00	0%	\$ 3,599.00	\$ 167.87	\$ 117.36	\$ 92.11	\$ 76.94	\$ 211.71	Special Quote
HP M725Z	CF067A	\$ 5,899.00	0%	\$ 5,899.00	\$ 275.15	\$ 192.35	\$ 150.98	\$ 126.11	\$ 347.00	Special Quote
HP M454dn	W1Y44A	\$ 429.00	0%	\$ 429.00	\$ 20.01	\$ 13.99	\$ 10.98	\$ 9.17	\$ 25.24	Special Quote
HP M454dw	W1Y45A	\$ 449.00	0%	\$ 449.00	\$ 20.94	\$ 14.64	\$ 11.49	\$ 9.60	\$ 26.41	Special Quote
HP CP5225n	CE711A	\$ 1,639.99	0%	\$ 1,639.99	\$ 76.49	\$ 53.48	\$ 41.97	\$ 35.06	\$ 96.47	Special Quote

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Lexmark MX810dtme MFP	24T7414	\$ 5,090.00	7%	\$ 4,751.28	\$ 221.61	\$ 154.93	\$ 121.60	\$ 101.57	\$ 279.49	Special Quote
Lexmark MX810dtpe MFP	24T7413	\$ 5,467.14	7%	\$ 5,103.85	\$ 238.06	\$ 166.43	\$ 130.63	\$ 109.11	\$ 300.23	Special Quote
Lexmark MX810dxe MFP	24T7415	\$ 5,027.14	7%	\$ 4,692.31	\$ 218.86	\$ 153.01	\$ 120.09	\$ 100.31	\$ 276.02	Special Quote
Lexmark MX810dxfe MFP	24T7416	\$ 5,404.29	7%	\$ 5,044.87	\$ 235.31	\$ 164.50	\$ 129.12	\$ 107.85	\$ 296.76	Special Quote
Lexmark MX810dxme MFP	24T7418	\$ 5,404.29	7%	\$ 5,044.87	\$ 235.31	\$ 164.50	\$ 129.12	\$ 107.85	\$ 296.76	Special Quote
Lexmark MX810dxpe MFP	24T7417	\$ 5,781.43	7%	\$ 5,396.15	\$ 251.69	\$ 175.96	\$ 138.11	\$ 115.36	\$ 317.42	Special Quote
Lexmark MX811de MFP	24T7419	\$ 5,152.86	7%	\$ 4,810.26	\$ 224.36	\$ 156.85	\$ 123.11	\$ 102.83	\$ 282.96	Special Quote
Lexmark MX811dfe MFP	24T7420	\$ 5,530.00	7%	\$ 5,161.54	\$ 240.75	\$ 168.31	\$ 132.10	\$ 110.34	\$ 303.62	Special Quote
Lexmark MX811dme MFP	24T7422	\$ 5,530.00	7%	\$ 5,161.54	\$ 240.75	\$ 168.31	\$ 132.10	\$ 110.34	\$ 303.62	Special Quote
Lexmark MX811dpe MFP	24T7421	\$ 5,907.14	7%	\$ 5,514.10	\$ 257.19	\$ 179.80	\$ 141.13	\$ 117.88	\$ 324.36	Special Quote
Lexmark MX811dte MFP	24T7423	\$ 5,467.14	7%	\$ 5,103.85	\$ 238.06	\$ 166.43	\$ 130.63	\$ 109.11	\$ 300.23	Special Quote
Lexmark MX811dtfe MFP	24T7424	\$ 5,844.29	7%	\$ 5,455.13	\$ 254.44	\$ 177.88	\$ 139.62	\$ 116.62	\$ 320.89	Special Quote
Lexmark MX811dtme MFP	24T7426	\$ 5,844.29	7%	\$ 5,455.13	\$ 254.44	\$ 177.88	\$ 139.62	\$ 116.62	\$ 320.89	Special Quote
Lexmark MX811dtpe MFP	24T7425	\$ 6,221.43	7%	\$ 5,807.69	\$ 270.89	\$ 189.38	\$ 148.64	\$ 124.16	\$ 341.63	Special Quote
Lexmark MX811dxe MFP	24T7427	\$ 5,781.43	7%	\$ 5,396.15	\$ 251.69	\$ 175.96	\$ 138.11	\$ 115.36	\$ 317.42	Special Quote
Lexmark MX811dxfe MFP	24T7428	\$ 6,158.57	7%	\$ 5,748.72	\$ 268.14	\$ 187.45	\$ 147.13	\$ 122.90	\$ 338.16	Special Quote
Lexmark MX811dxme MFP	24T7430	\$ 6,158.57	7%	\$ 5,748.72	\$ 268.14	\$ 187.45	\$ 147.13	\$ 122.90	\$ 338.16	Special Quote
Lexmark MX811dxpe MFP	24T7429	\$ 6,535.71	7%	\$ 6,100.00	\$ 284.52	\$ 198.91	\$ 156.12	\$ 130.41	\$ 358.82	Special Quote
Lexmark MX812de MFP	24T7431	\$ 5,907.14	7%	\$ 5,514.10	\$ 257.19	\$ 179.80	\$ 141.13	\$ 117.88	\$ 324.36	Special Quote
Lexmark MX812dfe MFP	24T7432	\$ 6,284.29	7%	\$ 5,865.38	\$ 273.58	\$ 191.26	\$ 150.12	\$ 125.39	\$ 345.02	Special Quote
Lexmark MX812dme MFP	24T7434	\$ 6,284.29	7%	\$ 5,865.38	\$ 273.58	\$ 191.26	\$ 150.12	\$ 125.39	\$ 345.02	Special Quote
Lexmark MX812dpe MFP	24T7433	\$ 6,661.43	7%	\$ 6,217.95	\$ 290.02	\$ 202.75	\$ 159.14	\$ 132.93	\$ 365.76	Special Quote
Lexmark MX812dtfe MFP	24T7436	\$ 6,598.57	7%	\$ 6,158.97	\$ 287.27	\$ 200.83	\$ 157.63	\$ 131.67	\$ 362.29	Special Quote
Lexmark MX812dtme MFP	24T7438	\$ 6,598.57	7%	\$ 6,158.97	\$ 287.27	\$ 200.83	\$ 157.63	\$ 131.67	\$ 362.29	Special Quote
Lexmark MX812dtpe MFP	24T7437	\$ 6,975.71	7%	\$ 6,511.54	\$ 303.72	\$ 212.33	\$ 166.66	\$ 139.20	\$ 383.03	Special Quote
Lexmark MX812dxe MFP	24T7439	\$ 6,535.71	7%	\$ 6,100.00	\$ 284.52	\$ 198.91	\$ 156.12	\$ 130.41	\$ 358.82	Special Quote
Lexmark MX812dxfe MFP	24T7440	\$ 6,912.86	7%	\$ 6,452.56	\$ 300.97	\$ 210.41	\$ 165.15	\$ 137.94	\$ 379.56	Special Quote
Lexmark MX812dxme MFP	24T7442	\$ 6,912.86	7%	\$ 6,452.56	\$ 300.97	\$ 210.41	\$ 165.15	\$ 137.94	\$ 379.56	Special Quote
Lexmark MX812dxpe MFP	24T7441	\$ 7,290.00	7%	\$ 6,805.13	\$ 317.41	\$ 221.90	\$ 174.17	\$ 145.48	\$ 400.30	Special Quote
Lexmark MX910de	26Z0100	\$ 9,598.57	7%	\$ 8,958.97	\$ 417.87	\$ 292.13	\$ 229.30	\$ 191.52	\$ 527.00	Special Quote
Lexmark MX911dte	26Z0101	\$ 13,699.00	7%	\$ 12,785.90	\$ 596.37	\$ 416.92	\$ 327.24	\$ 273.34	\$ 752.11	Special Quote
Lexmark MX912dxe	26Z0102	\$ 19,199.00	7%	\$ 17,919.23	\$ 835.81	\$ 584.31	\$ 458.62	\$ 383.08	\$ 1,054.07	Special Quote
Lexmark M5321dn	36S0100	\$ 252.86	6%	\$ 237.18	\$ 11.06	\$ 7.73	\$ 6.07	\$ 5.07	\$ 13.95	Special Quote
Lexmark M5421dn	36S0200	\$ 380.00	7%	\$ 355.13	\$ 16.56	\$ 11.58	\$ 9.09	\$ 7.59	\$ 20.89	Special Quote
Lexmark M5521dn	36S0300	\$ 698.57	7%	\$ 652.56	\$ 30.44	\$ 21.28	\$ 16.70	\$ 13.95	\$ 38.39	Special Quote
Lexmark M5621dn	36S0400	\$ 952.86	7%	\$ 889.74	\$ 41.50	\$ 29.01	\$ 22.77	\$ 19.02	\$ 52.34	Special Quote
Lexmark M5622de	36S0500	\$ 1,207.14	7%	\$ 1,126.92	\$ 52.56	\$ 36.75	\$ 28.84	\$ 24.09	\$ 66.29	Special Quote
Lexmark MX321adn	36S0620	\$ 507.14	6%	\$ 474.36	\$ 22.13	\$ 15.47	\$ 12.14	\$ 10.14	\$ 27.90	Special Quote
Lexmark MX421ade	36S0700	\$ 571.43	7%	\$ 533.33	\$ 24.88	\$ 17.39	\$ 13.65	\$ 11.40	\$ 31.37	Special Quote
Lexmark MX521de	36S0800	\$ 1,015.71	7%	\$ 948.72	\$ 44.25	\$ 30.94	\$ 24.28	\$ 20.28	\$ 55.81	Special Quote
Lexmark MX521ade	36S0820	\$ 1,142.86	7%	\$ 1,066.67	\$ 49.75	\$ 34.78	\$ 27.30	\$ 22.80	\$ 62.75	Special Quote
Lexmark MX522adhe	36S0840	\$ 1,524.29	7%	\$ 1,423.08	\$ 66.38	\$ 46.40	\$ 36.42	\$ 30.42	\$ 83.71	Special Quote
Lexmark MX622ade	36S0900	\$ 1,905.71	7%	\$ 1,779.49	\$ 83.00	\$ 58.03	\$ 45.54	\$ 38.04	\$ 104.68	Special Quote

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
256MB User Flash Memory	57X9801	\$ 75.71	11%	\$ 67.06	\$ 3.13	\$ 2.19	\$ 1.72	\$ 1.43	\$ 3.94	Special Quote

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Lexmark CX924dte	32C0204	\$ 13,602.86	7%	\$ 12,696.15	\$ 592.19	\$ 414.00	\$ 324.95	\$ 271.42	\$ 746.83	Special Quote

Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Lexmark CX924dxe	32C0205	\$ 13,984.29	7%	\$ 13,052.56	\$ 608.81	\$ 425.62	\$ 334.07	\$ 279.04	\$ 767.80	Special Quote
Lexmark CS421dn	42C0030	\$ 507.14	6%	\$ 474.36	\$ 22.13	\$ 15.47	\$ 12.14	\$ 10.14	\$ 27.90	Special Quote
Lexmark CS521dn	42C0060	\$ 571.43	7%	\$ 533.33	\$ 24.88	\$ 17.39	\$ 13.65	\$ 11.40	\$ 31.37	Special Quote
Lexmark CX421adn	42C7330	\$ 672.86	7%	\$ 628.21	\$ 29.30	\$ 20.48	\$ 16.08	\$ 13.43	\$ 36.95	Special Quote
Lexmark CS622de	42C0080	\$ 761.43	7%	\$ 711.54	\$ 33.19	\$ 23.20	\$ 18.21	\$ 15.21	\$ 41.86	Special Quote
Lexmark CX522ade	42C7360	\$ 735.71	11%	\$ 652.56	\$ 30.44	\$ 21.28	\$ 16.70	\$ 13.95	\$ 38.39	Special Quote
Lexmark CX622ade	42C7380	\$ 1,270.00	7%	\$ 1,185.90	\$ 55.31	\$ 38.67	\$ 30.35	\$ 25.35	\$ 69.76	Special Quote
Lexmark CX625ade	42C7780	\$ 1,524.29	7%	\$ 1,423.08	\$ 66.38	\$ 46.40	\$ 36.42	\$ 30.42	\$ 83.71	Special Quote
Lexmark CX625adhe	42C7880	\$ 1,905.71	7%	\$ 1,779.49	\$ 83.00	\$ 58.03	\$ 45.54	\$ 38.04	\$ 104.68	Special Quote
Lexmark C2425dw	42CC130	\$ -	N/A	\$ 355.13	\$ 16.56	\$ 11.58	\$ 9.09	\$ 7.59	\$ 20.89	Special Quote
Lexmark C2535dw	42CC160	\$ -	N/A	\$ 510.26	\$ 23.80	\$ 16.64	\$ 13.06	\$ 10.91	\$ 30.02	Special Quote
Lexmark C3224dw	40N9000	\$ -	N/A	\$ 237.18	\$ 11.06	\$ 7.73	\$ 6.07	\$ 5.07	\$ 13.95	Special Quote
Lexmark C3326dw	40N9010	\$ -	N/A	\$ 330.77	\$ 15.43	\$ 10.79	\$ 8.47	\$ 7.07	\$ 19.46	Special Quote
Lexmark CS331dw	40N9020	\$ -	N/A	\$ 355.13	\$ 16.56	\$ 11.58	\$ 9.09	\$ 7.59	\$ 20.89	Special Quote
Lexmark CX331adwe	40N9070	\$ -	N/A	\$ 510.26	\$ 23.80	\$ 16.64	\$ 13.06	\$ 10.91	\$ 30.02	Special Quote
Lexmark CX860dtfe	42K0072	\$ -	N/A	\$ 10,676.92	\$ 498.00	\$ 348.15	\$ 273.27	\$ 228.25	\$ 628.05	Special Quote
Lexmark CX920de	32C0350	\$ -	N/A	\$ 4,746.15	\$ 221.37	\$ 154.76	\$ 121.47	\$ 101.46	\$ 279.19	Special Quote
Lexmark CS431dw	40N9320	\$ 545.71	6%	\$ 510.26	\$ 23.80	\$ 16.64	\$ 13.06	\$ 10.91	\$ 30.02	Special Quote
Lexmark CX431adw	40N9370	\$ 698.57	7%	\$ 652.56	\$ 30.44	\$ 21.28	\$ 16.70	\$ 13.95	\$ 38.39	Special Quote
Optional Accessories:										
650-Sheet Duo Tray	38C0626	\$ 227	11%	\$ 202.56	\$ 9.45	\$ 6.61	\$ 5.18	\$ 4.33	\$ 11.92	Special Quote
Swivel Cabinet	3073173	\$ 284	7%	\$ 265.38	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67	\$ 15.61	Special Quote
Adjustable Printer Stand	35S8502	\$ 384	7%	\$ 358.97	\$ 16.74	\$ 11.71	\$ 9.19	\$ 7.67	\$ 21.12	Special Quote
550-Sheet Tray	38C0636	\$ 227	6%	\$ 212.82	\$ 9.93	\$ 6.94	\$ 5.45	\$ 4.55	\$ 12.52	Special Quote
160+GB Hard Disk	27X0200	\$ 547	44%	\$ 306.41	\$ 14.29	\$ 9.99	\$ 7.84	\$ 6.55	\$ 18.02	Special Quote
550-Sheet Tray	40C2100	\$ 389	15%	\$ 330.41	\$ 15.41	\$ 10.77	\$ 8.46	\$ 7.06	\$ 19.44	Special Quote
Adjustable Stand	40C2300	\$ 384	15%	\$ 326.77	\$ 15.24	\$ 10.66	\$ 8.36	\$ 6.99	\$ 19.22	Special Quote
320+ GB Hard Disk	27X0400	\$ 547	15%	\$ 465.25	\$ 21.70	\$ 15.17	\$ 11.91	\$ 9.95	\$ 27.37	Special Quote
2GB x32 DDR3 RAM	57X9020	\$ 113	12%	\$ 99.87	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14	\$ 5.87	Special Quote
48360 Wireless Print Server plus NFC Mobile Solution	27X0803	\$ 227	11%	\$ 201.19	\$ 9.38	\$ 6.56	\$ 5.15	\$ 4.30	\$ 11.83	Special Quote
256MB Flash Memory Card	57X9801	\$ 76	11%	\$ 67.06	\$ 3.13	\$ 2.19	\$ 1.72	\$ 1.43	\$ 3.94	Special Quote
CS820, CX820 Inline Staple Finisher	42K2000	\$ 449	15%	\$ 381.43	\$ 17.79	\$ 12.44	\$ 9.76	\$ 8.15	\$ 22.44	Special Quote
550-Sheet Tray	21K0567	\$ 389	15%	\$ 330.41	\$ 15.41	\$ 10.77	\$ 8.46	\$ 7.06	\$ 19.44	Special Quote
2200-Sheet Tray	21K0237	\$ 1,156	15%	\$ 982.73	\$ 45.84	\$ 32.04	\$ 25.15	\$ 21.01	\$ 57.81	Special Quote
CS820/CX820/CX825/ CX860 Envelope Tray	21K0787	\$ 389	7%	\$ 362.82	\$ 16.92	\$ 11.83	\$ 9.29	\$ 7.76	\$ 21.34	Special Quote
Adjustable Stand	40C2300	\$ 384	15%	\$ 326.77	\$ 15.24	\$ 10.66	\$ 8.36	\$ 6.99	\$ 19.22	Special Quote
Caster Base	21K2501	\$ 449	7%	\$ 419.23	\$ 19.55	\$ 13.67	\$ 10.73	\$ 8.96	\$ 24.66	Special Quote
320+ GB Hard Disk	27X0400	\$ 547	15%	\$ 465.25	\$ 21.70	\$ 15.17	\$ 11.91	\$ 9.95	\$ 27.37	Special Quote
2GB x64 DDR3 RAM	57X9022	\$ 127	15%	\$ 108.12	\$ 5.04	\$ 3.53	\$ 2.77	\$ 2.31	\$ 6.36	Special Quote
650-Sheet Duo Tray	38C0626	\$ -	N/A	\$ 202.56	\$ 9.45	\$ 6.61	\$ 5.18	\$ 4.33	\$ 11.92	Special Quote
550-Sheet Tray	38C0636	\$ -	N/A	\$ 212.82	\$ 9.93	\$ 6.94	\$ 5.45	\$ 4.55	\$ 12.52	Special Quote
Swivel Cabinet	3073173	\$ -	N/A	\$ 265.38	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67	\$ 15.61	Special Quote
Adjustable Printer Stand	35S8502	\$ -	N/A	\$ 358.97	\$ 16.74	\$ 11.71	\$ 9.19	\$ 7.67	\$ 21.12	Special Quote

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
2GB x32 DDR3 RAM	57X9020	\$ 113	12%	\$ 99.87	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14	\$ 5.87	Special Quote
500+ GB Hard Disk	27X0400	\$ 547	15%	\$ 465.24	\$ 21.70	\$ 15.17	\$ 11.91	\$ 9.95	\$ 27.37	Special Quote
Japanese Font Card	57X9115	\$ 261	6%	\$ 244.87	\$ 11.42	\$ 7.98	\$ 6.27	\$ 5.23	\$ 14.40	Special Quote
Korean Font Card	57X9114	\$ 261	6%	\$ 244.87	\$ 11.42	\$ 7.98	\$ 6.27	\$ 5.23	\$ 14.40	Special Quote
Simplified Chinese Font Card	57X9812	\$ 289	6%	\$ 270.51	\$ 12.62	\$ 8.82	\$ 6.92	\$ 5.78	\$ 15.91	Special Quote
Traditional Chinese Font Card	57X9810	\$ 289	6%	\$ 270.51	\$ 12.62	\$ 8.82	\$ 6.92	\$ 5.78	\$ 15.91	Special Quote
Card for IPDS	40C9201	\$ 646	10%	\$ 584.12	\$ 27.24	\$ 19.05	\$ 14.95	\$ 12.49	\$ 34.36	Special Quote
Card for PRESCRIBE Emulation	40C9202	\$ 227	6%	\$ 212.82	\$ 9.93	\$ 6.94	\$ 5.45	\$ 4.55	\$ 12.52	Special Quote
Contactless Authentication Device	57X0301	\$ 214	32%	\$ 146.78	\$ 6.85	\$ 4.79	\$ 3.76	\$ 3.14	\$ 8.63	Special Quote
stec TWN4 MultiTech-P LEGIC 42 Kit Bosch-SPR0002	57X0250	\$ -	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Special Quote
Forms and Bar Code Card	40C9200	\$ 434	6%	\$ 406.41	\$ 18.96	\$ 13.25	\$ 10.40	\$ 8.69	\$ 23.91	Special Quote
Lexmark Secure Element	57X0085	\$ 113	6%	\$ 106.41	\$ 4.96	\$ 3.47	\$ 2.72	\$ 2.27	\$ 6.26	Special Quote
250-sheet tray	40N4250	\$ 164	6%	\$ 153.85	\$ 7.18	\$ 5.02	\$ 3.94	\$ 3.29	\$ 9.05	Special Quote
USB Cable (2M)	1021294	\$ 21	4%	\$ 20.51	\$ 0.96	\$ 0.67	\$ 0.53	\$ 0.44	\$ 1.21	Special Quote
Adjustable Printer Stand	40C2300	\$ 384	7%	\$ 358.97	\$ 16.74	\$ 11.71	\$ 9.19	\$ 7.67	\$ 21.12	Special Quote

Notes:											
Product Descriptions & Accessories		Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
KIP 650 2 Roll Color Print System		SYS650K	\$ 22,995.00	9%	\$ 21,028.57	\$ 980.84	\$ 685.70	\$ 538.21	\$ 449.55	Custom Quote	Custom Quote
KIP 660 2 Roll MFP Color Print System		SYS660K	\$ 24,995.00	9%	\$ 22,850.00	\$ 1,065.79	\$ 745.09	\$ 584.82	\$ 488.49	Custom Quote	Custom Quote
KIP 860 2 Roll Color MFP System with Top Stacking		SYS860K	\$ 31,000.00	18%	\$ 25,457.14	\$ 1,187.40	\$ 830.11	\$ 651.55	\$ 544.22	Custom Quote	Custom Quote
KIP 870 4 Roll Color Print System with Top Stacking		SYS870K	\$ 31,000.00	18%	\$ 25,457.14	\$ 1,187.40	\$ 830.11	\$ 651.55	\$ 544.22	Custom Quote	Custom Quote
KIP 880 4 Roll Color MFP System With Top Stacking, 720 CIS Scanner & Stand		SYS880K	\$ 36,000.00	19%	\$ 29,114.29	\$ 1,357.98	\$ 949.36	\$ 745.15	\$ 622.41	Custom Quote	Custom Quote
KIP 890 4 Roll Color MFP System with Top Stacking, 2300 CCD Scanner & Scanner Stand		SYS890K	\$ 42,000.00	19%	\$ 34,028.57	\$ 1,587.19	\$ 1,109.60	\$ 870.93	\$ 727.46	Custom Quote	Custom Quote
KIP 970 4 Roll High Demand Production Color Print System with 900 Stacker		SYS970K	\$ 42,900.00	10%	\$ 38,571.43	\$ 1,799.09	\$ 1,257.74	\$ 987.20	\$ 824.58	Custom Quote	Custom Quote
KIP 980 4 Roll Color High Demand Production Multi-function System with CIS Scanner, plus KIP 900 Stacker		SYS980K	\$ 45,900.00	10%	\$ 41,307.14	\$ 1,926.69	\$ 1,346.94	\$ 1,057.22	\$ 883.06	Custom Quote	Custom Quote
KIP 990 4 Roll High Demand Production Multi-function System with 2300 CCD Scanner, Plus KIP 900 Stacker		SYS990K	\$ 53,900.00	10%	\$ 48,564.29	\$ 2,265.18	\$ 1,583.58	\$ 1,242.95	\$ 1,038.21	Custom Quote	Custom Quote
KIP 7170 1 Roll MFP System 4 D Size PPM		SYS7171K4	\$ 15,200.00	18%	\$ 12,457.14	\$ 581.04	\$ 406.20	\$ 318.83	\$ 266.31	Custom Quote	Custom Quote
KIP 7170 1 Roll MFP System 6 D Size PPM		SYS7171K6	\$ 16,800.00	21%	\$ 13,278.57	\$ 619.35	\$ 432.99	\$ 339.85	\$ 283.87	Custom Quote	Custom Quote
KIP 7170 2 Roll MFP System 4 D Size PPM		SYS7172K4	\$ 17,600.00	20%	\$ 14,078.57	\$ 656.67	\$ 459.07	\$ 360.33	\$ 300.97	Custom Quote	Custom Quote
KIP 7170 2 Roll MFP System 6 D Size PPM		SYS7172K6	\$ 19,200.00	21%	\$ 15,085.71	\$ 703.64	\$ 491.91	\$ 386.10	\$ 322.50	Custom Quote	Custom Quote
KIP 7570 2 Roll Print System / Top Stacking		SYS7572KP10	\$ 22,250.00	20%	\$ 17,857.14	\$ 832.91	\$ 582.29	\$ 457.04	\$ 381.75	Custom Quote	Custom Quote
KIP 7570 4 Roll Print System / Top Stacking		SYS7574KP10	\$ 24,250.00	20%	\$ 19,357.14	\$ 902.88	\$ 631.20	\$ 495.43	\$ 413.82	Custom Quote	Custom Quote
KIP 7580 2 Roll MFP System with CIS Scanner & Integrated Top Stacking Print Tray		SYS7582K10	\$ 26,000.00	18%	\$ 21,414.29	\$ 998.83	\$ 698.28	\$ 548.08	\$ 457.79	Custom Quote	Custom Quote
KIP 7580 2 Roll MFP System with CIS Scanner & Integrated Top Stacking Print Tray		SYS7582K8	\$ 23,000.00	17%	\$ 19,135.71	\$ 892.55	\$ 623.98	\$ 489.76	\$ 409.08	Custom Quote	Custom Quote
KIP 7580 4 Roll MFP System with CIS Scanner & Integrated Top Stacking Print Tray		SYS7584K10	\$ 28,000.00	18%	\$ 23,071.43	\$ 1,076.12	\$ 752.31	\$ 590.49	\$ 493.22	Custom Quote	Custom Quote
KIP 7580 4 Roll MFP System with CIS Scanner & Integrated Top Stacking Print Tray		SYS7584K8	\$ 25,000.00	17%	\$ 20,800.00	\$ 970.17	\$ 678.25	\$ 532.36	\$ 444.66	Custom Quote	Custom Quote
KIP 7970 4 Roll Print System with Integrated Top Stacking Print Tray		SYS7974KP14	\$ 29,000.00	19%	\$ 23,614.29	\$ 1,101.44	\$ 770.01	\$ 604.38	\$ 504.83	Custom Quote	Custom Quote
KIP 7980 4 Roll MFP System / Top Stacking - CIS Scanner		SYS7984K14	\$ 33,000.00	19%	\$ 26,871.43	\$ 1,253.36	\$ 876.22	\$ 687.75	\$ 574.46	Custom Quote	Custom Quote
KIP 7990 4 Roll MFP Production System with 2300 CCD Scanner & Integrated Top Stacking Print Tray (Dual Footprint)		SYS7994K14	\$ 41,000.00	18%	\$ 33,714.29	\$ 1,572.54	\$ 1,099.36	\$ 862.88	\$ 720.74	Custom Quote	Custom Quote
KIP 720 CIS Scanner includes System K Image Pro software for color and B&W scan to file (PC and Monitor NOT included)		SYS720IP	\$ 6,995.00	11%	\$ 6,200.00	\$ 289.19	\$ 202.17	\$ 158.68	\$ 132.54	Custom Quote	Custom Quote
KIP 2300 CCD Scanner includes System K Image Pro software for color and B&W scan to file (PC and Monitor NOT included)		SYS2300IP	\$ 13,995.00	15%	\$ 11,921.43	\$ 556.05	\$ 388.73	\$ 305.12	\$ 254.86	Custom Quote	Custom Quote
Optional Accessories:											
KIP 600 Series Start-Up Toner For Installation - (*Required with System Purchase)		DIGPDF-600K	\$ 400.00	31%	\$ 275.00	\$ 12.83	\$ 8.97	\$ 7.04	\$ 5.88		
PDF Format Printing Keycode		K1AKC00070	\$ 600.00	31%	\$ 412.50	\$ 19.24	\$ 13.45	\$ 10.56	\$ 8.82		
KIP Accounting & Cost Center		Z298080030	\$ 595.00	31%	\$ 412.50	\$ 19.24	\$ 13.45	\$ 10.56	\$ 8.82		
KIP 2300 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard		Z298080030	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03		
KIP 720 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard		EQAC054	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03		
KIP 720 Rear original stacking tray		KIP 650 Series Dock to Dock Freight	\$ 148.00	32%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14		
KIP 650 Series Dock to Dock Freight		KIP 660 Series Dock to Dock Freight	\$ 640.00	0%	\$ 640.00	\$ 29.85	\$ 20.87	\$ 16.38	\$ 13.68		
KIP 660 Series Dock to Dock Freight		KIP 650 Series Installation Service	\$ 665.00	0%	\$ 665.00	\$ 31.02	\$ 21.68	\$ 17.02	\$ 14.22		
KIP 650 Series Installation Service		KIP 660 Series Installation Service	\$ 795.00	0%	\$ 795.00	\$ 37.08	\$ 25.92	\$ 20.35	\$ 17.00		
KIP 660 Series Installation Service		Z350970015N	\$ 795.00	0%	\$ 795.00	\$ 37.08	\$ 25.92	\$ 20.35	\$ 17.00		
KIP 800 Series Start-Up Toner For Installation - (*Required with System Purchase)		MACH800S	\$ 615.00	29%	\$ 437.50	\$ 20.41	\$ 14.27	\$ 11.20	\$ 9.35		
KIP 800 Auto Stacker		KIP 70/800/900 Series Stackers and Stands Dock to Dock Freight	\$ 1,675.00	28%	\$ 1,203.75	\$ 56.15	\$ 39.25	\$ 30.81	\$ 25.73		
KIP 70/800/900 Series Stackers and Stands Dock to Dock Freight		DIGPDF-800K	\$ 100.00	0%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14		
PDF Format Printing Keycode		K1AKC00070	\$ 800.00	31%	\$ 552.50	\$ 25.77	\$ 18.02	\$ 14.14	\$ 11.81		
KIP Accounting & Cost Center		PPEHDKITK	\$ 595.00	31%	\$ 412.50	\$ 19.24	\$ 13.45	\$ 10.56	\$ 8.82		
Removable Secure Hard Drive Connection Kit (Security Option)		Z298080030	\$ 290.00	19%	\$ 233.75	\$ 10.90	\$ 7.62	\$ 5.98	\$ 5.00		

Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
KIP 2300 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard	Z298080030	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03		
KIP 720 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard	EQAC054	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03		
KIP 720 Rear original stacking tray	MACHFO2880	\$ 148.00	32%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14		
KIPFold 2800 for KIP 800 Series Systems	KIP 860 Series Dock to Dock Freight	\$ 29,800.00	18%	\$ 24,412.50	\$ 1,138.67	\$ 796.04	\$ 624.81	\$ 521.89		
KIP 860 Series Dock to Dock Freight	KIP 870 Series Dock to Dock Freight	\$ 775.00	0%	\$ 775.00	\$ 36.15	\$ 25.27	\$ 19.84	\$ 16.57		
KIP 870 Series Dock to Dock Freight	KIP 880 Series Dock to Dock Freight	\$ 870.00	0%	\$ 870.00						
KIP 880 Series Dock to Dock Freight	KIP 890 Series Dock to Dock Freight	\$ 1,020.00	0%	\$ 1,020.00	\$ 47.58	\$ 33.26	\$ 26.11	\$ 21.81		
KIP 890 Series Dock to Dock Freight	KIP 860 Series Installation Service	\$ 1,020.00	0%	\$ 1,020.00						
KIP 860 Series Installation Service	KIP 870 Series Installation Service	\$ 795.00	0%	\$ 795.00	\$ 37.08	\$ 25.92	\$ 20.35	\$ 17.00		
KIP 870 Series Installation Service	KIP 880 Series Installation Service	\$ 795.00	0%	\$ 795.00	\$ 37.08	\$ 25.92	\$ 20.35	\$ 17.00		
KIP 880 Series Installation Service	KIP 890 Series Installation Service	\$ 895.00	0%	\$ 895.00	\$ 41.75	\$ 29.18	\$ 22.91	\$ 19.13		
KIP 890 Series Installation Service	KIP 800 Auto Stacker Installation Service	\$ 895.00	0%	\$ 895.00	\$ 41.75	\$ 29.18	\$ 22.91	\$ 19.13		
KIP 800 Auto Stacker Installation Service	Z40097001S	\$ 150.00	0%	\$ 150.00	\$ 7.00	\$ 4.89	\$ 3.84	\$ 3.21		
KIP 900 Series Start-Up Toner For Installation - (*Required with System Purchase)	DIGPDF-900K	\$ 820.00	29%	\$ 581.25	\$ 27.11	\$ 18.95	\$ 14.88	\$ 12.43		
PDF Format Printing Keycode	K1AKC00070	\$ 900.00	32%	\$ 608.75	\$ 28.39	\$ 19.85	\$ 15.58	\$ 13.01		
KIP Accounting & Cost Center	PPEHDKITK	\$ 595.00	31%	\$ 412.50	\$ 19.24	\$ 13.45	\$ 10.56	\$ 8.82		
Removable Secure Hard Drive Connection Kit (Security Option)	Z298080030	\$ 290.00	19%	\$ 233.75	\$ 10.90	\$ 7.62	\$ 5.98	\$ 5.00		
KIP 2300 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard	Z298080030	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03		
KIP 720 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard	EQAC054	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03		
KIP 720 Rear original stacking tray	MACHFO2890	\$ 148.00	32%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14		
KIPFold 2800 for KIP 900 Series Systems	KIP 970 Series Dock to Dock Freight	\$ 29,800.00	18%	\$ 24,412.50	\$ 1,138.67	\$ 796.04	\$ 624.81	\$ 521.89		
KIP 970 Series Dock to Dock Freight	KIP 980 Series Dock to Dock Freight	\$ 870.00	0%	\$ 870.00	\$ 40.58	\$ 28.37	\$ 22.27	\$ 18.60		
KIP 980 Series Dock to Dock Freight	KIP 990 Series Dock to Dock Freight	\$ 1,020.00	0%	\$ 1,020.00	\$ 47.58	\$ 33.26	\$ 26.11	\$ 21.81		
KIP 990 Series Dock to Dock Freight	KIP 970 Series Installation Service	\$ 1,020.00	0%	\$ 1,020.00	\$ 47.58	\$ 33.26	\$ 26.11	\$ 21.81		
KIP 970 Series Installation Service	KIP 980 Series Installation Service	\$ 795.00	0%	\$ 795.00	\$ 37.08	\$ 25.92	\$ 20.35	\$ 17.00		
KIP 980 Series Installation Service	KIP 990 Series Installation Service	\$ 895.00	0%	\$ 895.00	\$ 41.75	\$ 29.18	\$ 22.91	\$ 19.13		
KIP 990 Series Installation Service	KIP 900 Auto Stacker Installation Service	\$ 895.00	0%	\$ 895.00	\$ 41.75	\$ 29.18	\$ 22.91	\$ 19.13		
KIP 900 Auto Stacker Installation Service	MACH1200S	\$ 150.00	0%	\$ 150.00	\$ 7.00	\$ 4.89	\$ 3.84	\$ 3.21		
KIP 1200 Auto Stacker	DIGPDF-7170K	\$ 1,900.00	15%	\$ 1,618.75	\$ 75.50	\$ 52.78	\$ 41.43	\$ 34.61		
PDF Format Printing Keycode	K1AKC00070	\$ 795.00	29%	\$ 562.50	\$ 26.24	\$ 18.34	\$ 14.40	\$ 12.03		
KIP Accounting & Cost Center	EQAC070	\$ 595.00	31%	\$ 412.50	\$ 19.24	\$ 13.45	\$ 10.56	\$ 8.82		
Rear Print Receiving Tray	EQAC071	\$ 695.00	20%	\$ 556.25	\$ 25.95	\$ 18.14	\$ 14.24	\$ 11.89		
Original and Print Receiving Tray	EQACCAKIT	\$ 995.00	20%	\$ 796.25	\$ 37.14	\$ 25.96	\$ 20.38	\$ 17.02		
Common Access Card (CAC) Identification device used for DoD authentication (Security Option)	PPEHDKITK	\$ 1,995.00	25%	\$ 1,496.25	\$ 69.79	\$ 48.79	\$ 38.30	\$ 31.99		
Removable Secure Hard Drive Connection Kit (Security Option)	Z298080030	\$ 290.00	19%	\$ 233.75	\$ 10.90	\$ 7.62	\$ 5.98	\$ 5.00		
KIP 2300 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard	KIP 71 Series Dock to Dock Freight	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03		
KIP 71 Series Dock to Dock Freight	Z298080030	\$ 485.00	0%	\$ 485.00	\$ 22.62	\$ 15.81	\$ 12.41	\$ 10.37		
KIP 720 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard	EQAC054	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03		
KIP 720 Rear original stacking tray	MACHFO2871	\$ 148.00	32%	\$ 100.00	\$ 4.66	\$ 3.26	\$ 2.56	\$ 2.14		
KIPFold 2800 for KIP 71 Series Systems	KIP 71 Series (All Configurations) Installation Service	\$ 29,800.00	18%	\$ 24,412.50	\$ 1,138.67	\$ 796.04	\$ 624.81	\$ 521.89		
KIP 71 Series (All Configurations) Installation Service	KIP 71 Series Print & Original Tray Installation Service	\$ 795.00	0%	\$ 795.00	\$ 37.08	\$ 25.92	\$ 20.35	\$ 17.00		
KIP 71 Series Print & Original Tray Installation Service	KIP 71 Series Print Tray Installation Service	\$ 150.00	0%	\$ 150.00	\$ 7.00	\$ 4.89	\$ 3.84	\$ 3.21		
KIP 71 Series Print Tray Installation Service	MACH1200S	\$ 50.00	0%	\$ 50.00	\$ 2.33	\$ 1.63	\$ 1.28	\$ 1.07		
KIP 1200 Auto Stacker	DIGPDF-7570K	\$ 1,900.00	15%	\$ 1,618.75	\$ 75.50	\$ 52.78	\$ 41.43	\$ 34.61		
PDF Format Printing Keycode	K1AKC00070	\$ 1,025.00	22%	\$ 796.25	\$ 37.14	\$ 25.96	\$ 20.38	\$ 17.02		
KIP Accounting & Cost Center	EQACCAKIT	\$ 595.00	31%	\$ 412.50	\$ 19.24	\$ 13.45	\$ 10.56	\$ 8.82		
Common Access Card (CAC) Identification device used for DoD authentication (Security Option)	PPEHDKITK	\$ 1,995.00	25%	\$ 1,496.25	\$ 69.79	\$ 48.79	\$ 38.30	\$ 31.99		
Removable Secure Hard Drive Connection Kit (Security Option)	Z298080030	\$ 290.00	19%	\$ 233.75	\$ 10.90	\$ 7.62	\$ 5.98	\$ 5.00		
KIP 2300 Scanner Stand includes an integrated PC storage compartment with Monitor & Keyboard	Z298080030	\$ 995.00	25%	\$ 750.00	\$ 34.98	\$ 24.46	\$ 19.20	\$ 16.03		

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Whole Unit Exchange - Max purchase (4) plans: SureColor T3100 Series	EPPT3100S1	\$ 149.00	17%	\$ 124.17	\$ 5.79	\$ 4.05	\$ 3.18	\$ 2.65		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Whole Unit Exchange - Max purchase (4) plans: SureColor T3100X Series	EPPT3100XS1	\$ 329.00	17%	\$ 274.17	\$ 12.79	\$ 8.94	\$ 7.02	\$ 5.86		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T3200 Series (T3270)	EPPT3200S1	\$ 449.00	17%	\$ 374.17	\$ 17.45	\$ 12.20	\$ 9.58	\$ 8.00		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Max purchase (4) plans: SureColor T3400 Series	EPPT3400S1	\$ 349.00	17%	\$ 290.83	\$ 13.57	\$ 9.48	\$ 7.44	\$ 6.22		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Max purchase (4) plans: SureColor T5100 Series	EPPT5100S1	\$ 349.00	17%	\$ 290.83	\$ 13.57	\$ 9.48	\$ 7.44	\$ 6.22		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T5200 Series (T5270 Single Roll)	EPPT5200S1	\$ 599.00	17%	\$ 499.17	\$ 23.28	\$ 16.28	\$ 12.78	\$ 10.67		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T5000 Series (T5270 Dual Roll)	EPPT5200S1DR	\$ 899.00	17%	\$ 749.17	\$ 34.94	\$ 24.43	\$ 19.17	\$ 16.02		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Max purchase (4) plans: SureColor T5400M Series	EPPT5400MS1	\$ 899.00	17%	\$ 749.17	\$ 34.94	\$ 24.43	\$ 19.17	\$ 16.02		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Max purchase (4) plans: SureColor T5400 Series	EPPT5400S1	\$ 449.00	17%	\$ 374.17	\$ 17.45	\$ 12.20	\$ 9.58	\$ 8.00		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T7200 series (T7270 Single Roll)	EPPT7200S1	\$ 749.00	17%	\$ 624.17	\$ 29.11	\$ 20.35	\$ 15.97	\$ 13.34		
OOG ONLY- EPSON 1-Year (PG) Extended Service Plan - Maximum purchase (4) plans: SureColor T7000 Series (T7270 Dual Roll)	EPPT7200S1DR	\$ 1,049.00	17%	\$ 874.17	\$ 40.77	\$ 28.50	\$ 22.37	\$ 18.69		

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
XPJ461UF/ 661UF UV Ink Starter Kit (US11-220 ml/ CMYK)	11438	\$ 978.00	6%	\$ 918.75	\$ 42.85	\$ 29.96	\$ 23.51	\$ 19.64		
XPJ461UF/ 661UF UV Ink Starter Kit (US11-220 ml/ CMYK WH VA)	11439	\$ 978.00	6%	\$ 918.75	\$ 42.85	\$ 29.96	\$ 23.51	\$ 19.64		
UV 1638UH UV Ink - NEW (VJ-UH21-220 ml / CMYKx2)	11442	\$ 1,304.00	6%	\$ 1,225.00	\$ 57.14	\$ 39.94	\$ 31.35	\$ 26.19		
UV 1638UH UV Ink - NEW (VJ-UH21-220 ml / CMYK,WHx2 VAX2)	11443	\$ 1,304.00	6%	\$ 1,225.00	\$ 57.14	\$ 39.94	\$ 31.35	\$ 26.19		
* UV 1638UH/UR Flexible UV Ink (VJ-US11-220 ml / CMYKx2)	11433	\$ 1,304.00	6%	\$ 1,225.00	\$ 57.14	\$ 39.94	\$ 31.35	\$ 26.19		
* UV 1638UH/UR Flexible UV Ink (VJ-US11-220 ml / CMYK,WHx2 VAX2)	11434	\$ 1,304.00	6%	\$ 1,225.00	\$ 57.14	\$ 39.94	\$ 31.35	\$ 26.19		
PJUVG5 Ink Starter Kit (PJUVG5-1000ml/ CMYK x2)	11535	\$ 2,440.00	0%	\$ 2,442.50	\$ 113.93	\$ 79.65	\$ 62.51	\$ 52.22		
PJUVG5 Ink Starter Kit (PJUVG5-1000ml/ CMYK WH x2)	11536	\$ 3,100.00	0%	\$ 3,100.00	\$ 144.59	\$ 101.08	\$ 79.34	\$ 66.27		
PJUVG5 Ink Starter Kit (PJUVG5-1000ml/ CMYK WH VA x2)	11537	\$ 3,520.00		\$ 3,520.00						
Optional Accessories:										
Optional VJ 628 Stand (Original manufacturer's 12 month on-site limited warranty, including parts & labor)	VJ628-STD	\$ 299.00	0%	\$ 298.75	\$ 13.93	\$ 9.74	\$ 7.65	\$ 6.39		
XpertJet 461UF Vacuum Table - NEW (Original manufacturer's 12 month on-site limited warranty, including parts & labor)	IJ-TBLV-01	\$ 1,595.00	6%	\$ 1,495.00	\$ 69.73	\$ 48.75	\$ 38.26	\$ 31.96		
XpertJet 461UF Crank Hadle - NEW (Original manufacturer's 12 month on-site limited warranty, including parts & labor)	IJ-CRANK-01	\$ 195.00	6%	\$ 182.50	\$ 8.51	\$ 5.95	\$ 4.67	\$ 3.90		
ValueJet 626UF/ XpertJet 661UF Rotary Spindle	IJ-RTU-01	\$ 2,495.00	0%	\$ 2,495.00	\$ 116.37	\$ 81.36	\$ 63.86	\$ 53.34		
StartRight Kit for XPJ661UF - NEW	SRK_661UF	\$ 995.00	0%	\$ 995.00	\$ 46.41	\$ 32.44	\$ 25.47	\$ 21.27		
PJ-2508UF 2 Head Upgrade Kit (Original manufacturer's 12 month on-site limited warranty, including parts & labor)	PJ-2508UPKT	\$ 9,995.00	0%	\$ 9,993.75	\$ 466.14	\$ 325.88	\$ 255.78	\$ 213.65		

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Notes:											
Product Descriptions & Accessories		Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Riso COMCOLOR FT5230 MAIN UNIT		S-8903W	\$ 30,495.00	24%	\$ 23,326.67	\$ 1,088.03	\$ 760.64	\$ 597.02	\$ 498.68	Custom Quote	Custom Quote
Riso COMCOLOR FT5231 MAIN UNIT		S-8906W	\$ 27,445.00	25%	\$ 20,593.33	\$ 960.53	\$ 671.51	\$ 527.07	\$ 440.24	Custom Quote	Custom Quote
Riso COMCOLOR FT5000 MAIN UNIT		S-8909W	\$ 23,895.00	24%	\$ 18,126.67	\$ 845.48	\$ 591.07	\$ 463.93	\$ 387.51	Custom Quote	Custom Quote
Must Choose One:											
Control Card Kit CC FT5230		S-8911W	\$ 300.00	12%	\$ 265.33	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67		
Control Card Kit CC FT5231		S-8912W	\$ 300.00	12%	\$ 265.33	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67		
Control Card Kit CC FT5000		S-8913W	\$ 300.00	12%	\$ 265.33	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67		
Power Cord (FT5230, FT5231, FT5000)		488-00050-009	\$ 25.00	20%	\$ 20.00	\$ 0.93	\$ 0.65	\$ 0.51	\$ 0.43		
Optional Accessories:											
Scanner HS 7000		S-7341G	\$ 4,695.00	12%	\$ 4,133.33	\$ 192.79	\$ 134.78	\$ 105.79	\$ 88.36		
**Scanner Stand FG10		S-7342	\$ 295.00	-13%	\$ 333.33	\$ 15.55	\$ 10.87	\$ 8.53	\$ 7.13		
**Power Cord		488-00050-009	\$ 25.00	20%	\$ 20.00	\$ 0.93	\$ 0.65	\$ 0.51	\$ 0.43		
Multifunction Finisher Main Unit FG20		S-8918	\$ 9,700.00	20%	\$ 7,773.00	\$ 362.56	\$ 253.46	\$ 198.94	\$ 166.17		
**Multifunction Finisher IF Unit FG20		S-8920	\$ 2,500.00	20%	\$ 2,000.00	\$ 93.29	\$ 65.22	\$ 51.19	\$ 42.76		
**Multifunction Finisher Punch Main Unit 2/3H FG20		S-8927	\$ 750.00	23%	\$ 580.00	\$ 27.05	\$ 18.91	\$ 14.84	\$ 12.40		
**MIF Power Cord		S-8975G	\$ 45.00	11%	\$ 40.00	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.86		
**Paper Ejection Attachment		S-7395	\$ 499.00	-6%	\$ 526.67	\$ 24.57	\$ 17.17	\$ 13.48	\$ 11.26		
**Power Cord		488-00050-009	\$ 25.00	20%	\$ 20.00	\$ 0.93	\$ 0.65	\$ 0.51	\$ 0.43		
Additional 2000 Sheet Feeder FG20		S-8916	\$ 4,495.00	11%	\$ 3,993.33	\$ 186.26	\$ 130.21	\$ 102.21	\$ 85.37		
ComColor Express RS1100C		S-7371G	\$ 12,745.00	25%	\$ 9,593.33	\$ 447.46	\$ 312.82	\$ 245.53	\$ 205.09		
ComColor Express RS1100C-Professional Service Package		S-7371GP	\$ 17,095.00	20%	\$ 13,593.33	\$ 634.03	\$ 443.25	\$ 347.91	\$ 290.60		
PS Kit FG10		S-7394	\$ 500.00	23%	\$ 386.67	\$ 18.04	\$ 12.61	\$ 9.90	\$ 8.27		
Card Feed Kit		S-3451	\$ 198.00	0%	\$ 198.67	\$ 9.27	\$ 6.48	\$ 5.08	\$ 4.25		
Face Down Finisher F10		S-7346G	\$ 2,945.00	12%	\$ 2,593.33	\$ 120.96	\$ 84.56	\$ 66.37	\$ 55.44		
**Power Cord		488-00050-009	\$ 25.00	20%	\$ 20.00	\$ 0.93	\$ 0.65	\$ 0.51	\$ 0.43		
Auto-control Stacking Tray II (1,000-sheet capacity)		S-4853	\$ 630.00	0%	\$ 630.00	\$ 29.39	\$ 20.54	\$ 16.12	\$ 13.47		
**Paper Ejection Attachment		S-7395	\$ 499.00	0%	\$ 499.00	\$ 23.27	\$ 16.27	\$ 12.77	\$ 10.67		
**Option PCB FG10		S-7357	\$ 299.00	11%	\$ 265.33	\$ 12.38	\$ 8.65	\$ 6.79	\$ 5.67		
Wide Stacking Tray (1,000-sheet capacity)		S-3370	\$ 630.00	0%	\$ 630.00	\$ 29.39	\$ 20.54	\$ 16.12	\$ 13.47		
**Paper Ejection Attachment		S-7395	\$ 499.00	0%	\$ 499.00	\$ 23.27	\$ 16.27	\$ 12.77	\$ 10.67		
Straight Shooter Envelope Feeder (Main Unit)		RS-160	\$ 8,595.00	13%	\$ 7,460.00	\$ 347.96	\$ 243.26	\$ 190.93	\$ 159.48		
Straight Shooter Conveyor		RSC-36KD	\$ 2,995.00	11%	\$ 2,660.00	\$ 124.07	\$ 86.74	\$ 68.08	\$ 56.87		
IC Authentication Kit II		S-1329	\$ 990.00	19%	\$ 798.67	\$ 37.25	\$ 26.04	\$ 20.44	\$ 17.07		
IC Card Reader Activation Kit		S-9184	\$ 149.00	12%	\$ 130.67	\$ 6.09	\$ 4.26	\$ 3.34	\$ 2.79		
Lift Handles (Requires 4)		022-11500-207	\$ 94.70	12%	\$ 83.33	\$ 3.89	\$ 2.72	\$ 2.13	\$ 1.78		

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Straight Shooter Conveyor	RSC-36KD	\$ 2,995.00	0%	\$ 2,995.00	\$ 139.70	\$ 97.66	\$ 76.65	\$ 64.03		
IC Authentication Kit II	S-1329	\$ 990.00	19%	\$ 798.67	\$ 37.25	\$ 26.04	\$ 20.44	\$ 17.07		
IC Card Reader Activation Kit	S-9184	\$ 149.00	12%	\$ 130.67	\$ 6.09	\$ 4.26	\$ 3.34	\$ 2.79		
Lift Handles (Requires 4)	022-11500-207	\$ 94.70	12%	\$ 83.33	\$ 3.89	\$ 2.72	\$ 2.13	\$ 1.78		

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Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Xerox W130 Scanner w/Imprinter, America	XW130A-w/Imp	\$ 8,995.00	20%	\$ 7,196.00	\$ 335.64	\$ 234.65	\$ 184.17	\$ 153.84	Custom Quote	Custom Quote
Xerox W130 Scanner, America	XW130-A	7,995.00	21%	\$ 6,289.33	\$ 293.35	\$ 205.08	\$ 160.97	\$ 134.45	Custom Quote	Custom Quote
Xerox W110 Scanner, America	XW110-A	5,995.00	33%	\$ 4,000.00	\$ 186.57	\$ 130.43	\$ 102.38	\$ 85.51	Custom Quote	Custom Quote
Xerox DocuMate 4830i	XDM4830i-U	2,395.00	18%	\$ 1,968.78	\$ 91.83	\$ 64.20	\$ 50.39	\$ 42.09	Custom Quote	Custom Quote
Xerox D70n Scanner, Universal	XDM5540-U	1,295.00	16%	\$ 1,086.67	\$ 50.69	\$ 35.43	\$ 27.81	\$ 23.23	Custom Quote	Custom Quote
Xerox N60W Scanner	XD70n-U	1,399.00	20%	\$ 1,120.00	\$ 52.24	\$ 36.52	\$ 28.67	\$ 23.94	Custom Quote	Custom Quote
Xerox DocuMate 6440	XN60W-U	649.00	20%	\$ 518.17	\$ 24.17	\$ 16.90	\$ 13.26	\$ 11.08	Custom Quote	Custom Quote
Xerox DocuMate 4700	XDM6440-U	795.00	24%	\$ 607.78	\$ 28.35	\$ 19.82	\$ 15.56	\$ 12.99	Custom Quote	Custom Quote
Xerox DocuMate 152i	XDM32205M-WU	299.00	10%	\$ 270.12	\$ 12.60	\$ 8.81	\$ 6.91	\$ 5.77	Custom Quote	Custom Quote
Xerox Portable Duplex Scanner	XDM31255M-WU	339.99	37%	\$ 213.33	\$ 9.95	\$ 6.96	\$ 5.46	\$ 4.56	Custom Quote	Custom Quote
Xerox Duplex Combo Scanner	XDM47005M-WU	269.99	15%	\$ 228.80	\$ 10.67	\$ 7.46	\$ 5.86	\$ 4.89	Custom Quote	Custom Quote
Xerox Duplex Combo Scanner-g (GSA Trade Compliant)	XDM152i-U	595.00	44%	\$ 336.00	\$ 15.67	\$ 10.96	\$ 8.60	\$ 7.18	Custom Quote	Custom Quote
Xerox D35 Scanner, Universal	XDS-P	359.99	20%	\$ 286.67	\$ 13.37	\$ 9.35	\$ 7.34	\$ 6.13	Custom Quote	Custom Quote
Xerox D35 Scanner-g, (GSA Trade Compliant)	XD-Combo	399.99	20%	\$ 320.00	\$ 14.93	\$ 10.43	\$ 8.19	\$ 6.84	Custom Quote	Custom Quote
Optional Accessories:										
Includes friction roller and cleaning kit	XD35-MMK	\$ 89.99	8%	\$ 82.67	\$ 3.86	\$ 2.70	\$ 2.12	\$ 1.77		
ADF Roller, ROHS, Xerox D35, 200k expected page yield	ADFRoll-D35wn	\$ 29.99	11%	\$ 26.67	\$ 1.24	\$ 0.87	\$ 0.68	\$ 0.57		
Friction Roller, RoHS, Xerox D35, 100k expected page yield	FRoll-D35wn	\$ 39.99	0%	\$ 40.00	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.86		
Xerox Cleaning & Maintenance Kit, Xerox W110, W130.	XW130-MMK	\$ 249.00	10%	\$ 225.33	\$ 10.51	\$ 7.35	\$ 5.77	\$ 4.82		
ADF Roller, Xerox W110, W130. (002-8669-0-SP)	ADFRoll-W130	\$ 108.00	10%	\$ 97.33	\$ 4.54	\$ 3.17	\$ 2.49	\$ 2.08		
Reverse Pickup, Xerox W110, W130. (002-9930-0-SP)	RevRoll-W130	\$ 144.00	9%	\$ 130.67	\$ 6.09	\$ 4.26	\$ 3.34	\$ 2.79		
Pickup Roller, Xerox W110, W130. (002-8671-0-SP)	PURoll-W130	\$ 81.00	9%	\$ 73.33	\$ 3.42	\$ 2.39	\$ 1.88	\$ 1.57		
1 ADF ROLLER, 2 REVERSE ROLLER, 1 Steak-Free De-Ionized Solution, 10 Cleaning cloth, 10 Pre-treated alcohol Cleaning Pad, 1 Cleaning Instruction, 5 Blue heavy duty cleaning cloth; For dual motors model 6440/N60W/D70N	64Dual-MMK	\$ 199.99	6%	\$ 188.00	\$ 8.77	\$ 6.13	\$ 4.81	\$ 4.02		
*This is not a consumable part, (not included in the Maintenance Kit), but can be ordered separately. S/b "Pickup Roller;" For dual motor models 6440/N60W/D70N. (65-2610-000)	PURoll-6440/HW	\$ 52.99	0%	\$ 52.99	\$ 2.47	\$ 1.73	\$ 1.36	\$ 1.13		
S/b ADF Roller; For dual motor models 6440/N60W/D70N. (65-2609-000)	ADFRoll-6440/HW	\$ 42.99	0%	\$ 42.99	\$ 2.01	\$ 1.40	\$ 1.10	\$ 0.92		
S/b Reverse roller; For dual motor models 6440/N60W/D70N. (65-2611-000)	RevRoll-6440/HW	\$ 42.99	0%	\$ 42.99	\$ 2.01	\$ 1.40	\$ 1.10	\$ 0.92		
64XX Series Complete Maintenance ADF Kit	64xx-MMK	\$ 178.99	55%	\$ 79.99	\$ 3.73	\$ 2.61	\$ 2.05	\$ 1.71		
64XX Series ADF Roller	FRoll-X40/D40	\$ 39.99	0%	\$ 39.99	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.85		
64XX Series Separation Reverse Roller	SRRoll-X40/D40	\$ 39.99	0%	\$ 39.99	\$ 1.87	\$ 1.30	\$ 1.02	\$ 0.85		
1 ADF Roller, 1 bottle of Streak-Free De-Ionized Solution,3 ADF Feeding Pads, 3 Heavy-Duty Cleaning Cloths, 10 Pre-Treated Alcohol Cleaning Pads, 10 Cleaning Cloths	DPS-MMK	\$ 99.99	20%	\$ 79.99	\$ 3.73	\$ 2.61	\$ 2.05	\$ 1.71		
Hi-Speed USB Scanner server provides fast Ethernet connectivity for Hi-Speed USB 2.0 Visioneer or Xerox scanners	VNS-3000	\$ 149.99	20%	\$ 119.99	\$ 5.60	\$ 3.91	\$ 3.07	\$ 2.57		
Xerox DocuMate Maintenance Kit DM5540	XDM-ADF/5540	\$ 149.99	20%	\$ 119.99	\$ 5.60	\$ 3.91	\$ 3.07	\$ 2.57		
Xerox DocuMate Maintenance Kit, Xerox DM 4830i	XDM-ADF/4830i	\$ 249.99	20%	\$ 199.99	\$ 9.33	\$ 6.52	\$ 5.12	\$ 4.28		
VisionAid Maintenance ADF Kit 3220	VA-ADF/3220	\$ 99.99	20%	\$						

Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Maintenance Kit, Xerox Simplex/Duplex Combo	XSDC-MMK	\$ 72.00	7%	\$ 67.20	\$ 3.13	\$ 2.19	\$ 1.72	\$ 1.44		
Xerox D35 1-Yr Advanced Exchange	S-D35-ADV/1Y	\$ 69.00	9%	\$ 62.67	\$ 2.92	\$ 2.04	\$ 1.60	\$ 1.34		
Xerox D35 2-Yr Advanced Exchange	S-D35-ADV/2Y	\$ 99.00	10%	\$ 89.33	\$ 4.17	\$ 2.91	\$ 2.29	\$ 1.91		
Xerox D35 3-Yr Advanced Exchange	S-D35-ADV/3Y	\$ 159.00	10%	\$ 142.67	\$ 6.65	\$ 4.65	\$ 3.65	\$ 3.05		
Xerox D35 4-Yr Advanced Exchange	S-D35-ADV/4Y	\$ 199.00	10%	\$ 178.67	\$ 8.33	\$ 5.83	\$ 4.57	\$ 3.82		
Xerox D35 5-Yr Advanced Exchange	S-D35-ADV/5Y	\$ 249.00	10%	\$ 224.00	\$ 10.45	\$ 7.30	\$ 5.73	\$ 4.79		
Xerox D35 Renewal 1-Yr Advanced Exchange	S-D35-ADV/RENU	\$ 99.00	10%	\$ 89.33	\$ 4.17	\$ 2.91	\$ 2.29	\$ 1.91		
Xerox N60w 1-Yr Advanced Exchange	S-N60w-ADV/1Y	\$ 129.00	20%	\$ 103.20	\$ 4.81	\$ 3.37	\$ 2.64	\$ 2.21		
Xerox N60w 2-Yr Advanced Exchange	S-N60w-ADV/2Y	\$ 199.00	20%	\$ 159.20	\$ 7.43	\$ 5.19	\$ 4.07	\$ 3.40		
Xerox N60w 3-Yr Advanced Exchange	S-N60w-ADV/3Y	\$ 309.00	20%	\$ 247.20	\$ 11.53	\$ 8.06	\$ 6.33	\$ 5.28		
Xerox N60w 4-Yr Advanced Exchange	S-N60w-ADV/4Y	\$ 419.00	20%	\$ 335.20	\$ 15.63	\$ 10.93	\$ 8.58	\$ 7.17		
Xerox N60w 5-Yr Advanced Exchange	S-N60w-ADV/5Y	\$ 529.00	20%	\$ 423.20	\$ 19.74	\$ 13.80	\$ 10.83	\$ 9.05		
Xerox N60w Renewal 1-Yr Advanced Exchange	S-N60w-ADV/RENU	\$ 199.00	20%	\$ 159.20	\$ 7.43	\$ 5.19	\$ 4.07	\$ 3.40		
Xerox W110/W130 1-Yr Advanced Exchange	S-W130-ADV/1Y	\$ 839.00	43%	\$ 479.20	\$ 22.35	\$ 15.63	\$ 12.26	\$ 10.24		
Xerox W110/W130 2-Yr Advanced Exchange	S-W130-ADV/2Y	\$ 1,599.00	60%	\$ 639.20	\$ 29.81	\$ 20.84	\$ 16.36	\$ 13.66		
Xerox W110/W130 3-Yr Advanced Exchange	S-W130-ADV/3Y	\$ 2,199.00	60%	\$ 879.20	\$ 41.01	\$ 28.67	\$ 22.50	\$ 18.80		
Xerox W110/W130 4-Yr Advanced Exchange	S-W130-ADV/4Y	\$ 2,999.00	60%	\$ 1,199.20	\$ 55.93	\$ 39.10	\$ 30.69	\$ 25.64		
Xerox W110/W130 5-Yr Advanced Exchange	S-W130-ADV/5Y	\$ 3,899.00	59%	\$ 1,599.20	\$ 74.59	\$ 52.15	\$ 40.93	\$ 34.19		
Xerox W110/W130 Renewal 1-Yr Advanced Exchange	S-W130-ADV/RENU	\$ 1,119.00	51%	\$ 543.20	\$ 25.34	\$ 17.71	\$ 13.90	\$ 11.61		
Xerox W110/W130 1-Yr Onsite Next Business Day	S-W130-NBD/1Y	\$ 1,399.00	20%	\$ 1,120.00	\$ 52.24	\$ 36.52	\$ 28.67	\$ 23.94		
Xerox W110/W130 2-Yr Onsite Next Business Day	S-W130-NBD/2Y	\$ 2,299.00	20%	\$ 1,840.00	\$ 85.82	\$ 60.00	\$ 47.09	\$ 39.34		
Xerox W110/W130 3-Yr Onsite Next Business Day	S-W130-NBD/3Y	\$ 3,329.00	20%	\$ 2,664.00	\$ 124.26	\$ 86.87	\$ 68.18	\$ 56.95		
Xerox W110/W130 4-Yr Onsite Next Business Day	S-W130-NBD/4Y	\$ 4,489.00	20%	\$ 3,592.00	\$ 167.54	\$ 117.13	\$ 91.93	\$ 76.79		
Xerox W110/W130 5-Yr Onsite Next Business Day	S-W130-NBD/5Y	\$ 5,649.00	20%	\$ 4,520.00	\$ 210.83	\$ 147.39	\$ 115.68	\$ 96.63		
Xerox W110/W130 Renewal 1-Yr Onsite Next Business Day	S-W130-NBD/RENU	\$ 1,499.00	20%	\$ 1,200.00	\$ 55.97	\$ 39.13	\$ 30.71	\$ 25.65		
Xerox W110/W130 1-Yr Onsite 4-Hour Response	S-W130-4HR/1Y	\$ 1,749.00	20%	\$ 1,400.00	\$ 65.30	\$ 45.65	\$ 35.83	\$ 29.93		
Xerox W110/W130 2-Yr Onsite 4-Hour Response	S-W130-4HR/2Y	\$ 2,879.00	20%	\$ 2,304.00	\$ 107.47	\$ 75.13	\$ 58.97	\$ 49.25		
Xerox W110/W130 3-Yr Onsite 4-Hour Response	S-W130-4HR/3Y	\$ 4,139.00	20%	\$ 3,312.00	\$ 154.48	\$ 108.00	\$ 84.77	\$ 70.80		
Xerox W110/W130 4-Yr Onsite 4-Hour Response	S-W130-4HR/4Y	\$ 5,519.00	20%	\$ 4,416.00	\$ 205.98	\$ 144.00	\$ 113.02	\$ 94.41		
Xerox W110/W130 5-Yr Onsite 4-Hour Response	S-W130-4HR/5Y	\$ 6,899.00	20%	\$ 5,520.00	\$ 257.47	\$ 180.00	\$ 141.28	\$ 118.01		
Xerox W110/W130 Renewal 1-Yr Onsite 4-Hour Response	S-W130-4HR/RENU	\$ 1,849.00	20%	\$ 1,480.00	\$ 69.03	\$ 48.26	\$ 37.88	\$ 31.64		
Xerox W130 w/imprinter 1-Yr Advanced Exchange	S-W130imp-ADV/1	\$ 919.00	44%	\$ 519.20	\$ 24.22	\$ 16.93	\$ 13.29	\$ 11.10		
Xerox W130 w/imprinter 2-Yr Advanced Exchange	S-W130imp-ADV/2	\$ 1,749.00	60%	\$ 703.20	\$ 32.80	\$ 22.93	\$ 18.00	\$ 15.03		
Xerox W130 w/imprinter 3-Yr Advanced Exchange	S-W130imp-ADV/3	\$ 2,419.00	60%	\$ 959.20	\$ 44.74	\$ 31.28	\$ 24.55	\$ 20.51		
Xerox W130 w/imprinter 4-Yr Advanced Exchange	S-W130imp-ADV/4	\$ 3,299.00	60%	\$ 1,319.20	\$ 61.53	\$ 43.02	\$ 33.76	\$ 28.20		
Xerox W130 w/imprinter 5-Yr Advanced Exchange	S-W130imp-ADV/5	\$ 4,289.00	60%	\$ 1,719.20	\$ 80.19	\$ 56.06	\$ 44.00	\$ 36.75		
Xerox W130 w/imprinter Renewal 1-Yr Advanced Exchange	S-W130imp-ADV/R	\$ 1,229.00	51%	\$ 599.20	\$ 27.95	\$ 19.54	\$ 15.34	\$ 12.81		
Xerox W130 w/imprinter 1-Yr Onsite Next Business Day	S-W130imp-NBD/1	\$ 1,539.00	20%	\$ 1,231.20	\$ 57.43	\$ 40.15	\$ 31.51	\$ 26.32		
Xerox W130 w/imprinter 2-Yr Onsite Next Business Day	S-W130imp-NBD/2	\$ 2,529.00	20%	\$ 2,023.20	\$ 94.37	\$ 65.97	\$ 51.78	\$ 43.25		
Xerox W130 w/imprinter 3-Yr Onsite Next Business Day	S-W130imp-NBD/3	\$ 3,659.00	20%	\$ 2,927.20	\$ 136.53	\$ 95.45	\$ 74.92	\$ 62.58		
Xerox W130 w/imprinter 4-Yr Onsite Next Business Day	S-W130imp-NBD/4	\$ 4,939.00	20%	\$ 3,951.20	\$ 184.30	\$ 128.84	\$ 101.13	\$ 84.47		
Xerox W130 w/imprinter 5-Yr Onsite Next Business Day	S-W130imp-NBD/5	\$ 6,219.00	20%	\$ 4,975.20	\$ 232.06	\$ 162.23	\$ 127.34	\$ 106.36		
Xerox W130 w/imprinter Renewal 1-Yr Onsite Next Business Day	S-W130imp-NBD/R	\$ 1,649.00	20%	\$ 1,319.20	\$ 61.53	\$ 43.02	\$ 33.76	\$ 28.20		
Xerox W130 w/imprinter 1-Yr Onsite 4-Hour Response	S-W130imp-4HR/1	\$ 1,919.00	20%	\$ 1,535.20	\$ 71.61	\$ 50.06	\$ 39.29	\$ 32.82		
Xerox W130 w/imprinter 2-Yr Onsite 4-Hour Response	S-W130imp-4HR/2	\$ 3,169.00	20%	\$ 2,535.20	\$ 118.25	\$ 82.67	\$ 64.89	\$ 54.20		
Xerox W130 w/imprinter 3-Yr Onsite 4-Hour Response	S-W130imp-4HR/3	\$ 4,549.00	20%	\$ 3,639.20	\$ 169.74	\$ 118.67	\$ 93.14	\$ 77.80		
Xerox W130 w/imprinter 4-Yr Onsite 4-Hour Response	S-W130imp-4HR/4	\$ 6,079.00	20%	\$ 4,863.20	\$ 226.83	\$ 158.58	\$ 124.47	\$ 103.97		
Xerox W130 w/imprinter 5-Yr Onsite 4-Hour Response	S-W130imp-4HR/5	\$ 7,589.00	20%	\$ 6,071.20	\$ 283.18	\$ 197.97	\$ 155.39	\$ 129.79		

Product Descriptions & Accessories	Product Number	Retail	Discount %	PACE Purchase Price	24 Mon	36 Mon	48 Mon	60 Mon	Rental	Over 10 Unit Order Request
Xerox W130 w/imprinter Renewal 1-Yr Onsite 4-Hour Response	S-W130imp-4HR/R	\$ 2,039.00	20%	\$ 1,631.20	\$ 76.08	\$ 53.19	\$ 41.75	\$ 34.87		

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Print Management Programs

Office A4 Desktop Flat Rate Program		
Volume Band	Meter	Monthly MPS Rate
500	B/W & Color	Included (\$0)
1,000	B/W & Color	\$ 20.00
2,000	B/W & Color	\$ 70.00
3,000	B/W & Color	\$ 90.00
5,000	B/W & Color	\$ 135.00
7,000	B/W & Color	\$ 175.00
10,000	B/W & Color	\$ 225.00
Rate Vol >10K Inc.	B/W & Color	\$ 0.02250
All volume in Flat Rate is done in 1k increments		
Includes all Xerox & Approved Brother, HP & Lexmark Models		

360 Unlimited MPS Program						
Desktop Group	B/W Allowance	Approved Models	Color CPC	Unlimited Monthly MPS Rate	Device Inclusive Additional Rate	Add Tray Additional Rate
Single User	Unlimited	Xerox & Approved Brother, HP, Lexmark Models	0.00089	\$ 20.00	N/A	\$ 5.00
		B/C400 B/C405 BRO6250 BRO6900 BRO6400 BRO9310 BRO9570 HP Laser Lexmark Laser	0.00089	\$ 45.00	B/C400: \$15 B/C405: \$25 BRO6250: \$10 BRO6900: \$25 BRO6400: \$15 BRO9310: \$15 BRO9570: \$25	
Work Group A	Unlimited					\$ 15.00
Work Group B	Unlimited	B/C600 B/C605	0.00089	\$ 75.00	B/C600: \$30 B/C605: \$30	\$ 15.00

Office CPC MPS Program		
Volume Band	B/W CPC	CLR CPC
No Volume Included	0.0011	0.089
1,000-5,000	0.0095	0.079
2,001-25,000	0.0085	0.069
25,001+	0.0075	0.055
\$10 Minimum per Unit		
Includes all Xerox & Approved Brother, HP & Lexmark Models		

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PACE Co-op Catalog

The lease rate used in the tables on the following pages are non-profit rates. Governmental lease rates are lower and will be applicable on associated Government accounts and orders. All prices are single unit prices. When multiple units are purchased, additional discounts will be applicable.

Discounts given on the Cooperative contract are equal to or greater than any contract XBS Southwest currently has on all categories and products. XBS Southwest will maintain discounts equal to or greater than any other contract XBS Southwest currently offers for the PACE Cooperative contract.

Tab 5: Terms of Payment & Required Documents

Terms of Payment

After pricing is determined or contractual agreements have been solidified, XBS Southwest will generate and send monthly invoices for the monthly lease or rental of equipment and/or maintenance to the customer.

The terms of the agreement will be noted on the invoices in the 'Terms' field. For example, "Net 30 Days From Invoice" or payment is due within 30 days after the invoice date. Monthly invoices and statements are generated and sent to the appointed department to process payments. The invoice will include date ranges, equipment identification and serial numbers, equipment location, bill to and remittance addresses and the items covered in the maintenance agreement. Additional items that will be included on your invoice: PO No., PO Item No., Location, network name, manufacturer, model, XBS Southwest customer No., equipment serial number, starting and ending meter reads, total meter count, recommended monthly volume, cost per month at/or below recommended monthly volume, cost per month above monthly volume and total payment per device/entire fleet.

Payments can be received via check or credit card and are remitted to the XBS Southwest Accounts Receivable department. In the event payments are past due, a call will be placed to the responsible party for the account, in order to secure payment. Invoicing and statement reprints are available upon request.

Invoices may be customized upon additional request.

PACE Purchasing Cooperative
1314 Hines Avenue
San Antonio, Texas 78208
Telephone: (210) 370-5200
www.pacecoop.org

SEALED PROPOSAL

September 30, 2021



Please quote the following not later than 2:00 p.m., NOVEMBER 4, 2021

Company : Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest

SEALED PROPOSAL
to be marked No. P00230

Proposal On:
Copier Supplies, Equipment and
Connectivity

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PRICE - F.O.B. - Destination

PACE Purchasing Cooperative will accept proposals for the purchase of Copier Supplies, Equipment and Connectivity **Proposal #P00230**, as per the attached specifications, terms and conditions. Proposals will be accepted by PACE Purchasing Cooperative until 2:00 p.m. local time, THURSDAY, NOVEMBER 4, 2021 at which time they will be opened and tabulated for approval.

Faxed proposals will not be considered. By submitting a proposal, vendor certifies to the best of his/her knowledge that all information is true and correct. All proposals must be sealed and received prior to scheduled opening time at the address listed in the box below. Proposals must be plainly marked on outside of envelope:

Mr. Jim Metzger, Purchasing Coordinator
Business and Human Resource Services
Education Service Center, Region 20
1314 Hines Avenue
San Antonio, TX 78208

SEALED Proposal #P00230
Copier Supplies, Equipment and Connectivity

Proposal Opening: 2:00 p.m., NOVEMBER 4, 2021

Proposals must be submitted on the forms provided or proposal may be rejected. Only proposals received by the date and time specified will be considered. Vendors are invited to be present at the opening of the proposals to be held at PACE PURCHASING COOPERATIVE, **Conference Center Building**, 1314 Hines Avenue, on the above date. **PRICE, QUALITY, AND SUITABILITY**: It is not the policy of PACE Purchasing Cooperative to purchase on the basis of low price alone, quality and suitability to purpose are taken into consideration. Quote lowest possible net price after all trade discounts have been deducted. Term discount, if any, must be indicated on **Signature, Deviation or Compliance Notation & Felony Notification Page** and **will be considered** in awarding proposals.

Proposals marked "subject to price change" or "price in effect on date of delivery" will not be considered.

PACE PURCHASING COOPERATIVE
1314 Hines Avenue
San Antonio, TX 78208

Proposal No.: P00230
Proposal On: Copier Supplies, Equipment and Connectivity
Proposal Opening: 2:00 p.m., NOVEMBER 4, 2021
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Company Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest

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Dahill Office Technology Corporation
Company dba Xerox Business Solutions Southwest

1.0 SCOPE OF SERVICES

This proposal is intended to be used to provide PACE Purchasing Cooperative and participating cooperative entity members with their requirements for Copier Supplies, Equipment and Connectivity from January 1, 2022 through December 31, 2023 with four renewal options, in accordance with specifications and conditions embodied in this proposal. It is the expectation that this contract will not be a multiple awarded.

This contract will be effective for one period with four renewal options (periods listed below), at PACE PURCHASING COOPERATIVES option and with the acceptance of the awarded vendor(s).

First Term	-	January 1, 2022 through December 31, 2023
Second Term	-	January 1, 2024 through December 31, 2025
Third Term	-	January 1, 2026 through December 31, 2026
Fourth Term	-	January 1, 2027 through December 31, 2027
Fifth Term	-	January 1, 2028 through December 31, 2028

2.0 SPECIAL CONDITIONS

- a) When requested after award, vendor must provide training, installation & system integration. Vendor must indicate when an additional charge will be made for these services. In the absence of any entry, vendor assures PACE these services will be provided at no charge.
- b) Supplies quoted **must be new** with original manufacturer warranty and packaging. Individual packaging shall be labeled showing the name of the manufacturer, brand name, name of product, quantity of contents & complete directions for use. Labels & labeling shall conform to all federal regulatory requirements for goods in interstate commerce and containers shall meet DOT requirements. Shipping packaging/cases shall be marked to show name of supplier, name & address of receiving agency and agency purchase order number, and must be delivered with material safety data sheets where required.
- c) Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multiple year contracts. The right is reserved to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.
- d) Award information will be furnished to all members. Contracts for purchase will be put into effect by means of purchase orders prepared by participating districts after this proposal has been awarded. **All orders, deliveries, billings, and payments will be made with each member directly.**
- e) PACE PURCHASING COOPERATIVE members will not be responsible for any material being delivered or services performed without a purchase order, signed by an authorized representative. No valid orders will be submitted without a purchase order and shall not be accepted by the vendor without a purchase order number.
- f) The variety and quality of the products and services offered by the vendor are expected to be leading the industry.
- g) Selected Provider will contract with PACE to pay a monthly administration fee to PACE generated by the sale of products and services. Each proposal must state an admin fee percentage of gross sales to be paid to PACE by the selected Vendor.
- h) The Contract issued to the selected Provider as a result of this RFP will contain a Default Clause containing definitions, procedures and timelines that if invoked, could result in Termination of the contract and put any investment of the Provider in fulfilling the Contract in jeopardy.

2.0 SPECIFIC CONDITIONS (continued)

- i) Supplies will be purchased as needs arise and funding allows, there is no guarantee to purchase.
- j) This proposal shall be awarded to the successful vendor(s) by confirmation letter.
- k) This proposal is intended to hold firm discounts for a period of one term after the proposal is awarded and the renewal period(s). In the event this proposal expires before another proposal is awarded, the vendors shall extend the contract on a month-to-month basis, for a maximum of 3 months, by mutual agreement.
- l) Public Disclosure – No public disclosures or news releases shall be made pertaining to this RFP or subsequent Contract award without written approval of PACE Purchasing Cooperative.
- m) The selected vendor will be required to actively market, sell and service catalog products and services to selected members throughout Texas and other states through a collaborative purchasing agreement with the PACE purchasing cooperative.
- o) The award of this contract will be an award of the vendors entire catalog offerings regardless of the sections responded to.

3.0 GENERAL TERMS

- a) All contracts and agreements between vendors and PACE PURCHASING COOPERATIVE members shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text, 2/Sales.
- b) Vendors are advised that contracts are subject to all legal requirements provided for in the Texas Education Code, Subchapter B, Section 44.031 and/or applicable state and federal statutes. Any proposal after being awarded becomes subject to the Open Records Act, Article 6252-17a VTCS.
- c) If product and/or service provided is not satisfactory, this agreement can be terminated at any time upon a 30-day written notice.
- d) PACE PURCHASING COOPERATIVE members reserve the right to all warranties, express and implied.
- e) All parties agree that venue for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal.
- f) Patented or copyright protected items: Vendor agrees to protect PACE PURCHASING COOPERATIVE members from recourse and all claims arising from rights under patent, copyright, trademark or application infringement.
- g) Award(s) resulting from this request are not exclusive agreements to purchase. PACE PURCHASING COOPERATIVE members reserve the right and option, without penalty, to purchase like materials and services from other legal sources when and if such purchases, in their opinion, are necessary and in the best interest of PACE PURCHASING COOPERATIVE member.

3.0 GENERAL TERMS (continued)

- h) It is understood and agreed that PACE PURCHASING COOPERATIVE members reserve the right to make minor modifications to conditions of this proposal due to unforeseen circumstances, by mutual agreement with selected supplier, both at the time of acceptance of this quotation offer as so modified, and subsequent thereto.
- j) Wherever terms refer to PACE PURCHASING COOPERATIVE, they also apply to any school districts, regional service centers, cities, counties or other government agencies to which the proposal has been extended.
- k) Some orders may require special handling or delivery to another location. These will be negotiated with the vendor(s) awarded, i.e. individual packaging, multiple deliveries, palletizing, delivery location.
- l) Substitutions are not acceptable without prior written approval of PACE PURCHASING COOPERATIVE members. Unauthorized substitutions may delay payment of invoices and shipper shall be required to pick up incorrect items. PACE PURCHASING COOPERATIVE members shall not under any circumstances accept outdated materials, old stock, or obsolete products. If items under contract are discontinued or become unavailable from any manufacturer during the duration of the contract, PACE PURCHASING COOPERATIVE members reserve the right to require the contractors to offer substitutes. PACE PURCHASING COOPERATIVE members reserve the right to accept or reject substitutes, and in the case of rejections PACE PURCHASING COOPERATIVE members may cancel the item or items in question.
- k) Any Affordable Care Act costs shall be a pass through cost and/or included in pricing (affects hourly rate ranges, cost per square foot indirectly).
- l) The contractor can pass on the cost of performance bonds (with no mark up) if required.
- m) TERMINATION FOR CONVENIENCE. Either party to this agreement may terminate this agreement upon 30 days written notice of such termination.
- n) TERMINATION FOR CAUSE. The Member may at its option immediately terminate this agreement by giving 30 day written notice of termination to the Contractor on the occurrence of any of the following.
 - (a) The willful breach of this Agreement by the Contractor in the course of engagement, unless by the Member.
 - (b) The habitual neglect by the Contractor of its duties, unless waived by the Member.The Contractor may at its option immediately terminate this agreement by giving written notice of termination to the Member on the occurrence of any of the following.
- o) KICKBACKS. It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.
- p) RIGHTS TO INVENTIONS. The Contractor agrees to be compliant with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants and Contracts.
- q) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. The Contractor agrees to be compliant with the Clean Air Act and the Federal Water Pollution Control Act and their implementing regulations.

3.0 GENERAL TERMS (continued)

- r) ENERGY POLICY AND CONSERVATION ACT. The Contractor agrees to be compliant with the Energy Policy and Conservation Act pertaining to mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan.
- s) DEBARMENT OR SUSPENSION. The Contractor certifies that neither they nor their subcontractor is debarred or suspended from receiving federal funds.
- t) LOBBYING CERTIFICATION AND DISCLOSURE OF LOBBYING (BYRD ANTI- LOBBYING AMENDMENT). The Contractor certifies that it has not and will not use any federal funds to lobby. If non-federal funds are used to lobby, the contractor must complete the Disclosure of Lobbying and forward the disclosure to the next tier, who must forward it through each tier to the federal awarding agency.
- u) COPYRIGHT. All contracts paid from state or federal grants administered by TEA must retain copyright for the

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Texas Education Agency (TEA) and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the Member as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

- v) SOLID WASTE DISPOSAL ACT AND ITS IMPLEMENTING REGULATIONS. The Contractor certifies that it is compliant with section 6002 of the Solid Waste Disposal Act and its implementing regulations. 2 CFR § 200.322.
- w) PROFIT AS A SEPARATE ELEMENT OF PRICE. For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price; 2 CFR 200.323(b).
- x) EQUAL EMPLOYMENT OPPORTUNITY. 41 CFR 60-1.4(b) is hereby incorporated by reference.
- y) DAVIS-BACON ACT. For all Cooperative member prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). Vendor further agrees to that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3).
- z) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. For all contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704 as supplemented by Department of Labor regulations (29 CFR Part 5).
- aa) Compliance with Texas Government Code 2252 and 2270 – I, the vendor, am in compliance with all applicable provisions of Government Codes 2252 & 2270. This code requires vendors agree to NOT boycott Israel or do business with companies that boycott Israel. In addition vendor cannot do business with Iran, Sudan or a known terrorist organization. By submitting a response to the proposal, vendor certifies compliance with this code.
- bb) NON-COLLUSION STATEMENT. The vendor affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of a proposal. The proposer also affirms that they have not given; offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract.
- cc) RECORD RETENTION. When federal funds are expended by Cooperative and all Cooperative members for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2CFR 200.333. The vendor further certifies that vendor will retain all records as required by CFR 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- dd) BUY AMERICAN ACT. Vendor certifies that vendor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

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3.0 GENERAL TERMS (continued)

- ee) LEGAL REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate. Pursuant to Federal Rules (A) above, when federal funds are expended by Cooperative and all Cooperative members, Cooperative and all Cooperative members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- ff) This agreement shall remain in effect until (1) the agreement expires by its terms or (2) the agreement is terminated by mutual consent of PACE and Vendor. All Supplemental agreements, purchase orders, and/or order for goods or services issued by PACE and/or members and accepted by Vendor shall survive the expiration or termination of this agreement. During the term of any Supplemental agreement entered into between Vendor and member, all terms of the agreement shall continue to apply to Supplemental agreements.
- gg) All pricing or discounts offered are a minimum discount that will be honored by Vendor. The vendor may offer deeper discounts or lower prices if market conditions or order volumes justify the additional lower pricing/discounts.
- hh) Pricing or discounts offer to PACE membership may be adjusted with proof of change to market conditions and with the approve of the PACE Purchasing Cooperative.

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ff) **Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, and returned with the proposal response)**

ESC, REGION 20 is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits ESC, REGION 20 from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to ESC, REGION 20 at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom ESC, REGION 20 contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s administration;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert “ESC, Region 20/PACE”
 - In Section 3, insert the “ESC, REGION 20 RFP #P00230 / PACE” for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed, signed, Form 1295, with the certification of filing, along with this proposal.
- (5) **Vendor is exempt from filling out Form 1295 if they are a publicly traded business entity, including a wholly owned subsidiary of the business entity. If you fall into this category, please check box below to verify that you did not fill out Form 1295 and reason why.**

☐ Reason: _____

- a) ESC, REGION 20 must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the

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contract. After ESC, REGION 20 acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from ESC, REGION 20.

4.0 PREPARATION OF PROPOSALS

- a) PROPOSALS MUST BE MADE ON THE ENCLOSED SHEETS OR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.
- b) The failure to adhere to accepted proposals will be deemed reason for canceling purchase commitments and for not accepting future proposals from defaulting contractors.
- c) The transfer or assignment of contracts is prohibited.
- d) Prices must be quoted f.o.b. destination with all transportation charges prepaid and included in quoted prices, special delivery on short notice, unless otherwise specified in this Proposal
- e) Vendors will not include federal taxes nor State of Texas limited sales, excise or use taxes in proposal prices since PACE PURCHASING COOPERATIVE/members are exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- f) In the event of a price decrease to the general trade or special offers or promotions during the full term of the contract, such must be allowed to PACE PURCHASING COOPERATIVE members for all items included in this contract.

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5.0 CONTACT

All questions should be directed between 8:00 a.m. and 4:30 p.m., Monday through Friday to:

Jim Metzger (210) 370-5204
Jim.metzger@esc20.net

Questions regarding this RFP must be submitted electronically or in writing to the email or physical address appearing above no later than five (5) business days prior to submittal deadline date.

6.0 REFERENCES

All vendors must submit a list of references for whom vendor has provided like services/products in volumes equal to or greater than the estimates listed in the proposal. Educational and governmental agencies are preferred. This list may be placed in a separate envelope and labeled "PROPRIETARY" and is not subject to public view. Failure to provide references may cause proposal to be considered non-responsive.

Company: Edgewood ISD
Address: 402 Lance St
City/St: San Antonio, Texas 78237

Contact Person: Pamela Bendele Phone number: (210) 898 2014

Company: San Marcos CISD
Address: 1300 Girard St.
City/St: San Marcos, Texas 78666

Contact Person: Cindy Casparis Phone number: (512) 393 6503

Company: South San Antonio ISD
Address: 5622 Ray Ellison Blvd.
City/St: San Antonio, Texas 78242

Contact Person: Andy Rocha Phone number: (210) 977 7400

Company: Goodwill Industries
Address: 406 W. Commerce
City/St: San Antonio, Texas 78207

Contact Person: Stephanie Parker Phone number: (210) 924 8581

Company: Manor ISD
Address: 10335 Hwy. 290 E.
City/St: Manor, Texas 78653

Contact Person: David Gray Phone number: (512) 278 4085

7.0 DELIVERY REQUIREMENTS

- a) Vendor must deliver all material to receiving area as specified on purchase orders received. Deliveries required in this proposal shall be freight Prepaid and Allowed (proposal prices shall include all freight and delivery charges), and F.O.B. destination with title transferring at member dock following inspection for any possible concealed damage.
- b) Proposals shall be for tailgate delivery. Staff does not have permission to enter carrier's vehicle.
- c) A packing list or other suitable shipping documents shall accompany each shipment and show (a) name and address of vendor, (b) name of employee ordering equipment, (c) purchase order number, (d) description of material shipped including item numbers, quantity, number of containers, and package number.
- d) BRAND AWARDED MUST BE THE BRAND DELIVERED.
- e) All goods are subject to inspection and return, at the expense of the vendor, if found to be non-conforming to the award. No unauthorized substitutions will be accepted. If items are non-conforming in any respect (quantity, quality or packaging), PACE PURCHASING COOPERATIVE/members have the right to reject shipment without liability.
- f) Failure to deliver in proposal time frame may cause vendor to be removed from the vendor list. A properly signed delivery receipt must be furnished with each invoice. If deliveries cannot be completed within the time frame indicated in the proposal, written notice shall be given to the ordering member. Unauthorized deliveries after the time frame specified on the order may be rejected at PACE PURCHASING COOPERATIVE member's discretion. PACE PURCHASING COOPERATIVE members may cancel purchase orders without liability if deliveries are not completed before the specified dates and vendor has not notified PACE PURCHASING COOPERATIVE/ member of extenuating circumstances.

8.0 WARRANTY

- a) Vendor must guarantee items to be free from manufacturer's defects and that defective items will be replaced. Vendor must guarantee standard commercial warranty be provided on all materials and labor. In the event of failure, the vendor agrees to repair or replace such units at no cost to PACE PURCHASING COOPERATIVE members.
- b) During the warranty period, neither the final payment nor any provision of the contract documents shall relieve the contractor of responsibility for faulty materials, design, workmanship, manufacture, assembly or installation. If after due notice successful bidder fails to comply with warranty provisions, PACE PURCHASING COOPERATIVE members may, at their option, have the defects corrected or items replaced from the best available source and the contractor shall be liable for all related expenses incurred by PACE PURCHASING COOPERATIVE members.

9.0 QUANTITIES

- A) There will be no minimum purchase requirement in total or per order.

10.0 REJECTION, WITHDRAWAL, MODIFICATIONS OF PROPOSALS AND LATE PROPOSALS

PACE PURCHASING COOPERATIVE reserves the right to accept or reject any or all proposals, to waive any technicality or irregularity in proposal submitted, and to accept or reject any part of a proposal as deemed to be in the best interest of PACE PURCHASING COOPERATIVE members. Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by vendor guaranteeing authenticity. Upon approval of PACE PURCHASING COOPERATIVE, proposals may be withdrawn for obvious miscalculations or industry-wide conditions. Proposals shall remain open and valid for acceptance a period of 60 days following the opening. Proposals received after the time set for the opening will be declared late and not eligible for opening and consideration. PACE is not responsible for mail, courier or other delivery methods' in-transit time or non-delivery. Late deliveries will be held unopened. Vendor will be advised by mail that his proposal was late and not accepted and will be allowed to pick up his proposal package or furnish a "call tag" and have the package picked up by a courier.

11.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

PACE PURCHASING COOPERATIVE is willing to assist any vendor(s) in the interpretation of proposal provisions or explanation of how proposal forms are to be completed. Assistance can be received by visiting the PACE PURCHASING COOPERATIVE, Business Office, 1314 Hines Avenue; or calling (210) 370-5204. If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, he/she may submit a written request for clarification to the Jim Metzger, Purchasing Coordinator, 1314 Hines Avenue, San Antonio, TX 78208 at least seven days prior to scheduled opening. Any interpretation of the proposal, if made, will be made only by Addendum duly issued and mailed or delivered to each person receiving a proposal document. PACE will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Coordinator.

12.0 EVALUATION and AWARD OF CONTRACT

- a) PACE PURCHASING COOPERATIVE is not only concerned with the best & lowest price for the user, but also the most responsive and responsible vendor. We must have contractors that are qualified and perform well. The contract will be awarded to the responsible vendor(s) whose proposal, conforming to the proposal terms and specifications, offers the best value and is most advantageous to PACE PURCHASING COOPERATIVE, price and other factors considered. Tie proposals will be awarded by the casting of lots.
- b) PACE PURCHASING COOPERATIVE reserves the right to award the proposal to one vendor or multiple vendors. It is anticipated this proposal will be awarded to one vendor.
- c) PACE PURCHASING COOPERATIVE reserves the right to accept and award any item or group of items of this proposal, as deemed to be in the best interest of PACE PURCHASING COOPERATIVE/members, unless the vendor qualifies the proposal by specific limitations.
- d) Proposal evaluation and award shall be based on, but not necessarily limited to the following factors: purchase price, ability to meet delivery requirements, quality of samples, reputation of the vendor and of the vendor's goods or services, quality of the vendor's goods or services, the extent to which the goods or services meet the needs of PACE PURCHASING COOPERATIVE, vendor's past relationship with PACE PURCHASING COOPERATIVE, the impact on the ability of PACE PURCHASING COOPERATIVE to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the district to acquire the vendor's goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor.

12.0 EVALUATION and AWARD OF CONTRACT (continued)

- e) After the opening, PACE PURCHASING COOPERATIVE will check each proposal for the presence or absence of required information in conformance with the submittal requirements of this proposal. These submittal requirements are obligatory, and failure to fully comply will deem the proposal unresponsive
- f) Determination of the successful vendor(s) will be based on information supplied by the vendor and information obtained, where necessary, through user contacts. Ongoing documentation by using departments regarding a company's performance may be used in determining the vendor's responsibility for award purposes of this and future awards. The vendor must proposal all mandatory services. The lowest dollar proposal may not represent the best proposal when all factors of the evaluation have been qualified.

Conformance to Term and Conditions	5
Pricing	38
Industry and Marketplace Successes	5
Bidders ability to deliver and service to PACE members	10
Bidders marketing plan	5
Value added attributes	5
Invoicing payment terms	2
Warranty coverage	15
Selection and variety of products and services offered	15

13.0 PAYMENT

- a) PACE PURCHASING COOPERATIVE members will pay for the requested goods and/or services as promptly as possible, usually no later than thirty (30) days after 1) receipt of the goods; or 2) the day the service is complete, or 3) the day PACE PURCHASING COOPERATIVE members receive the undisputed invoice for the goods and/or services, whichever is later.
- b) PACE PURCHASING COOPERATIVE members agree to notify vendor of error or contested invoice. PACE and vendor hereby agree to mutually resolve disputed invoices within sixty days of receipt of notice of dispute, verbal or written. There shall be no interest on any delayed, disputed or delinquent payment, nor shall the vendor be entitled to attorney's fees in any dispute to collect such payment.
- c) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is later. Payment is deemed to be made on the date of mailing of the check.

14.0 ACKNOWLEDGEMENT OF ADDENDA

(this applies only, if in fact Addenda are issued related to this proposal):

The bidder acknowledges receipt of ADDENDA to the solicitation and related documents numbered and dated:

Addendum No.			
Date			

All addenda shall be acknowledged on the solicitation/offer. Failure to do so may cause the proposal to be rejected. Any changes to the solicitation will be made by Addendum and delivered to all parties that PACE shows as having received a copy of the solicitation.

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Members by State			Member by Organization Type		
Alabama	6	0.003	City	157	0.091
Arizona	31	0.018	County	123	0.072
Arkansas	8	0.005	Higher Ed	155	0.090
California	33	0.019	K-12	758	0.441
Colorado	14	0.008	Local Gov't	78	0.045
Connecticut	1	0.001	Non Profit	442	0.257
Florida	14	0.008	State Agency/Federal	4	0.002
Georgia	13	0.008		1717	1.000
Illinois	84	0.049			
Indiana	9	0.005			
Iowa	86	0.050			
Kansas	223	0.130			
Kentucky	4	0.002			
Maine	1	0.001			
Maryland	6	0.003			
Massachusetts	3	0.002			
Michigan	1	0.001			
Minnesota	1	0.001			
Missouri	55	0.032			
Nevada	3	0.002			
New Jersey	16	0.009			
New Mexico	16	0.009			
New York	23	0.013			
North Carolina	29	0.017			
Ohio	9	0.005			
Oklahoma	36	0.021			
Oregon	4	0.002			
Pennsylvania	9	0.005			
South Carolina	23	0.013			
Tennessee	7	0.004			
Texas	843	0.491			
Virginia	73	0.043			
Washington	14	0.008			
West Virginia	2	0.001			
Wisconsin	17	0.010			
	1717	1.000			

The PACE Purchasing Cooperative currently has approximately 1,720 members in 35 states. It is the intention of the PACE Purchasing Cooperative in partnership with its awarded vendors to add city, county and other government and non-profit member in Texas and throughout the United States. PACE is available for use by all public and private schools, colleges, universities, cities, counties and other government agencies in the States of Texas and other states as allowed by state member law and statutes.

Participation in PACE is not required of any governmental agency. However, participation of government agencies can provide the legally required competition for contracts for commonly purchased products and services, thereby saving the individual government agency the cost of going through the competitive process.

Purpose of PACE

- Provide government agencies opportunities for greater efficiency and economy in acquiring goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts.
- Provide competitive price solicitation and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by contracting with high performance' vendors.
- Equalize purchasing power for smaller agencies that are unable to command the best contacts for themselves.
- Assist government agencies in maintaining the essential controls for budget and accounting purposes.
- * Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.

Open Records Policy

PACE/Region 13 & 20 ESC is a government body subject to the Texas Public Information Act. Responses submitted to PACE as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

15.0

SAMPLES

Prior to ordering, samples may be needed for some material.

- a) When requested, vendor(s) **must** submit a sample to the requesting member, as well as **complete and descriptive literature**.
- b) Samples and literature must be received by with 10 days of email, phone or fax request.
- c) Samples must be sent to the attention of the employee requesting the samples.
- d) Buyer will be sole judge to approve all samples as meeting specifications.
- e) If not destroyed or used up during testing, samples will be returned upon request at the vendor's expense.
- f) Brand and model tested & awarded **must** be brand and model shipped when ordered.
- g) Sample items from the successful vendor(s) may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample tested.

16.0

Proposal

Product and Service Offerings:

1. PACE intends to offer its participating members a wide range of Document Management Technologies and Services. PACE is seeking a supplier that can support the entire life cycle of a document with technology, operational support and consulting support.

This contract is for document services agreements, equipment both multi-function and single function devices along with support services. All equipment supplied shall be by national and international manufacturers and re-labeler manufacturers, sold as new equipment (realizing that manufacturers recycle many components). This contract is not for used or remanufactured machines, except those remanufactured by the OEM (original equipment manufacturer). All equipment sold must have new serial numbers. This contract will be for sale, rental, lease, and/or lease purchase. However, equipment under lease may be purchased at the end of the lease or if the price is listed in this proposal if both parties agree. Equipment under rental agreements may also be purchased at the end of each 12 month renewal if the price is listed in this response if both parties agree.

2. Leases

Equipment may be leased increments of 24, 36, 48, 60 months. Leases will allow for fiscal funding clauses annually. The equipment may be purchased during and at the end of the lease at the PACE participating entities description. If the vendor wishes to offer this, they will include the depreciation schedule with their proposal to PACE.

3. Rentals

If the Vendor wishes to offer a rental option the rates for this will be included with their proposal. Many agencies have expressed a desire for renting equipment on a monthly and annual basis rather than executing a lease arrangement.

4. Information Technology Consulting Services

The ability to analyze and document the current work flow, technologies and processes surrounding document management within an organization or enterprise and make recommendations on how changes could improve productivity and reduce cost.

5. Inter/Intranet Services

Provide innovative solutions using web-based technologies that will improve process and make documents more accessible and effective. This may include products, software and services intended for web-based applications.

6. Network Services

The design, installation, maintenance and administration of local and wide area networks.

7. Office and Work Group Products and Services

Provide a wide range of products and services intended to support the office or workgroup environment in the creation, management, production, and distribution of documents. This may include hardware, software and services for such things as personal workstations, printers, fax and copiers.

8. Centralized Production Products and Services

Provide a wide range of products and services intended to support an organization's data center, print shop, quick copy, production mail, and fulfillment centers. This may include products and services such as printing equipment, high-speed laser printers, high-speed duplicators, production mailing equipment and finishing equipment.

9. Document Storage and Retrieval Products and Services

Provide a wide range of products and services intended to support the needs of an organization to store, manage and retrieve critical documents. This may include products and services such as scanners, imaging systems, bar coding technology, and software designed for this purpose.

10. Certificates of Insurance

Provide each member the statutorily required Workers Compensation Insurance or Equivalent. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the PACE participant prior to commencement of work. The insurance company shall be licensed in the particular State the work is being performed and shall be acceptable to, the PACE participant. The Vendor shall give the PACE participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The Vendor shall require all subcontractors performing any work to maintain coverage as specified by the State in which the work is being performed.

Pricing:

1. Respondents must submit products, services, warranties, etc. in price list.
2. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
3. Price lists must contain the following:
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to PACE member (including freight)

Not to Exceed Pricing

1. PACE requests pricing be submitted as not to exceed for any participating entity.
2. Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation. Volume or spot market conditions may allow for one time discounts for participating entities.

Company Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest

3. Vendor must allow for lower pricing to be available for similar product and service purchases under the same market conditions.
4. The products and services provided by this contract may be acquired utilizing many different methods by the participating members of PACE. The Vendor must offer acquisition vehicles for technology and services such as Outright Purchase, Lease and Solution-Based Contracts.
5. Interested Vendors must provide proposed pricing methodology that would insure the best price and include all methods available for acquisition.

Other Requirements

1. Maintenance of equipment is required.
2. Any maintenance contract is between the buyer (PACE member) and the contractor and must be signed by the ordering agency and the contractor. No maintenance contract will be automatic.
3. Maintenance contracts shall include all parts, labor, travel, service, and preventative maintenance. Supplies (consumables) may be offered if more cost effective.
4. Any and all contracts for maintenance shall be at the discretion of the ordering agency.
5. Technician response time will be within eight working hours in the metropolitan areas and nextday in other areas of the State, if called in by 9:00 A.M. of the previous day. Preventative Maintenance (PM's) will be scheduled, as needed.
6. Contractor must agree to provide maintenance to keep the equipment in first class operating condition and provide service during normal business hours (8:00-5:00, excluding legal holidays, Saturdays and Sundays.
7. PM's shall include all cleaning, lubrication, adjustments, and parts replacements as recommended by the manufacturer, and using the manufacturer's timetable for preventative maintenance. Using agency may purchase supplies used in PM's from the contractor, but are not required to do so.
8. Guarantees and warranties are required.
9. Any total satisfaction guarantee must permit the user to decide if the copier needs to be replaced during any replacement period offered by the vendor.
10. If a total satisfaction guarantee depends on the copier operating within manufacturer specifications, those specifications must be included in the warranty. The specifications will include copy quality, unacceptable number of jams, and unacceptable number of service calls or down time.
11. Any prepayment for a service contract must give a discount to the buyer; no prepayments that exceed one year will be allowed.

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12. Unless vendor offers independent proof that the data is incorrect, PACE will use the evaluation information published by Better Buys for Business, and Buyers Laboratory Incorporated to evaluate individual copiers offered by vendors. In the event an offered model is not described in either of these sources, PACE reserves the right to use other independent sources, including telephone interviews with current users of the equipment.

13. Any equipment that is remanufactured must be remanufactured by the OEM and must be equal to the same quality standards as a newly manufactured machine. Design changes that have been introduced since the original unit was first produced are to be incorporated, including software or ROM upgrades.

14. All copiers sold will have all necessary start-up supplies, except for paper.

Each proposal must include a cover letter stating their interest, as well as the name and address, telephone number and e-mail address of the proposer.

Each proposal must describe the company's strategy and capability for marketing and selling the products and services listed in this RFP to eligible PACE members.

Each proposal must describe the company's strategy and capability for enrolling new members in the PACE purchasing cooperative.

Each proposal must describe the company's strategy and capability for reporting and tracking all products and services sold to eligible PACE members.

Provide a brief history of your company, including the year it was established.

Provide company's official registered name.

List number of sales and service offices in Texas, listing the name of key contact at each with title, address, phone and fax number, e-mail address, etc. along with resume.

Provide your companies Dun & Bradstreet (D&B) number.

Provide your income statement, balance sheet and cash flow for the past three (3) years.

Please define your standard terms of payment.

Responses should be direct, concise, complete, and unambiguous. Offerors failing to organize proposals in the manner requested will be suggesting to evaluators that they are unable or unwilling to follow reasonable suggestions.

PACE PURCHASING COOPERATIVE
1314 Hines Avenue
San Antonio, TX 78208

Proposal No.: P00230
Proposal On: Copier Supplies, Equipment and Connectivity
Proposal Opening: 2:00 p.m., NOVEMBER 4, 2021
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Paper and Electronic Price Lists

- A. Bidders must submit product price list. Products and prices listed will be used to establish both the extent of a manufacturer's lines available from a particular bidder and the pricing per item. Paper and magnetic media price lists must contain the following:

Manufacturer part #
Vendor part # (if different from manufacturer part #)
Product description
Manufacturers Suggested List Price and Net Price
Net price to PACE (including freight)

List any other cooperative that the company participates in:

Cooperative	Discount Offered
BuyBoard	N/A
TIPS / TAPS	N/A
TPASS	N/A
PACE	1%-87%
US Communities	N/A
Others Department of Information Resources	2.25%-50%

Choice Partners (HCDE) 1%-85%

17.0

Vendor/Coop Contract Agreement

The following pages will constitute the contract between the successful vendors(s) and PACE. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by PACE, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between the Purchasing Association of Cooperative Entities (hereinafter referred to as "PACE" respectfully) a government cooperative purchasing program authorized by the Region 13 Education Service Center and Region 20 Education Service Center. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

General Terms and Conditions

A. Contracts

All contracts and agreements between Merchants and PACE members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised. Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the member government entities.

B. Warranty conditions

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

C. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to PACE staff and PACE members. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to PACE staff regarding products and services supplied by the Vendor unless otherwise clearly stated in writing.

D. Tax exempt status

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

E. Assignments of contracts

No assignment of contract may be made without the prior written approval of PACE. Payment can only be made to the awarded Vendor.

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F. Disclosures

- F.1. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with members in the PACE program.
- F.2. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

G. Invoices

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

H. Payments

The PACE member will make payments directly to the Vendor.

I. Pricing

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

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

All pricing submitted to PACE shall include the One and one half percent (1.5%) profit sharing percentage of gross sales to be remitted to PACE by the Vendor.

J. Administration fees

PACE and vendor will share reports of all member sales based on this agreement. PACE will then invoice the Vendor on a monthly basis for the One and one half percent (1.5%) profit sharing percentage of gross sales fee. The invoice will be based on total sales made through the program. The Vendor shall remit payment to PACE at net thirty (30) day terms.

K. Indemnity

Indemnity for Personalty Contracts. Vendor agrees to indemnify and hold harmless and defend PACE, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon cominon, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the PACE, member(s), officers, employees, or agents.

Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend PACE, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death). property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory laxv, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor,

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its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend PACE, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the PACE, its member(s), officers, employees, or agents.

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

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

M. Purchase Order Pricing/Product Deviation

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

N. Other Requirements

- Automated Contract: Some high-volume or web-site based contracts may be designated as an Automated Contract. This allows entities to purchase directly from awarded Vendor at contract price. All entities listed on the PACE membership list are hereinafter referred to as Members. All purchases from Members must be reported under the PACE account and submitted in the monthly sales report. Failure to do so may result in removal of Vendor from Program.
- Non-Automated Contract: All non-automated contract vendor purchase orders must go to the PACE- fax 877.418.6544. (Unless PACE and vendor agree upon an alternate order receipt method) Should a member agency send an order direct to vendor, it is the vendor's responsibility to forward the order to PACE at the fax above and marked as "received" by the vendor within 24 business hours and confirm its receipt with PACE. Failure to do so may result in removal of Vendor from Program.
- Promotion of Contract: It is agreed that Vendor will encourage all eligible entities to purchase from the PACE Program. Encouraging entities to purchase directly from the Vendor and not through PACE contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- Daily Order Confirmation: Unless an Automated Contract, orders will be faxed twice daily from PACE to vendor and followed with an email confirmation. The vendor must confirm receipt of all orders within 24 business hours.
- Vendor custom website for PACE: If Vendor is hosting a custom PACE web site then updated pricing must be posted by the 1st of each month.
- Back Ordered Products: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
- Monthly Sales Report: Vendor must submit a monthly sales report of all PACE Member purchases to PACE by the 1st business day of each month for all PACE sales invoiced the previous month. The PACE one and one-half (1.5%) invoice will be based off this report. Report fields must include:

Member name	PO#, and P0 Total Sales Amount,
Example: City of ABC	PO#ABC 123 \$xxx.xx (order total)

O. Vendor Profile

Minority/Women Business Enterprise (Required by some participating governmental entities) or HUB

Vendor certifies that his firm is a M/WBE or HUB

[Yes] ☒ No

If yes, circle above certification that applies and list any others: _____

Certification of Residency (Required by the State of Texas)
Company submitting bid is a resident bidder.

PACE PURCHASING COOPERATIVE
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Vendors principal place of business is in the city of State of Texas

P. Pricing Information

In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. ☒ Yes [No]

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

Pricing submitted includes the 1.5% PACE administration fee. ☒ Yes [No]
Vendor agrees to remit monthly to PACE the required 1.5% administration fee. ☒ Yes [No]
Additional discounts for purchase of a guaranteed quantity? ☒ Yes [No]

Company billing address where the invoice for the 1.5% fee percentage of gross sales fee will be sent by PACE:

Contact person: Bonnie Garza and Bill Stall

Company: Dahill Office Technology Corporation
dba Xerox Business Solutions Southwest

Address: 8200 IH-10 West, Suite 400,

City, State, Zip: San Antonio, TX 78230

Phone: 210-805-8200

Fax: 210-805-9733

Email: Bonnie.Garza@xerox.com
Bill.Stall@xerox.com

PACE PURCHASING COOPERATIVE
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18.0 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

As defined by Texas House Bill 602, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident



I certify that my company is a "**resident vendor**".



I certify that my company qualifies as a "**nonresident vendor**".

If you qualify as a "**nonresident vendor**," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>San Antonio</u>	<u>Texas</u>	<u>78230</u>
City	State	Zip Code
<u>Dahill Office Technology Corporation dba Xerox Business Solutions Southwest</u>	<u>8200 IH-10 West, Suite 400, San Antonio, Texas 78230</u>	
Company Name	Address	

19.0 UNFAIR BUSINESS PRACTICE

Has your company ever been convicted of unfair business practices?



Yes



No

If yes, when: _____

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20.0 SIGNATURE PAGE, DEVIATION or COMPLIANCE NOTATION & FELONY NOTIFICATION

DEVIATIONS: In the event the undersigned vendor intends to **deviate** from the general terms and conditions or specifications contrary to those listed in the "Terms and Conditions", "Specifications" and other information attached hereto, all such deviations must be **listed on this page**, with complete and detailed conditions and information also being attached (attach additional pages as necessary). **Vendors must list all specifications for item(s) proposal that differ from any specifications/brands listed in proposal.** PACE PURCHASING COOPERATIVE will be the sole judge to determine if deviations are acceptable in meeting the needs of PACE PURCHASING COOPERATIVE/members.

NO DEVIATIONS: In the absence of any deviation entry on this form, the vendor assures PACE Purchasing Cooperative of their **full compliance** with the Terms and Conditions, Specifications, and information contained in this proposal.

ALL vendors MUST COMPLETE this page (check appropriate box)
SIGN & RETURN with proposal or proposal may be considered NON-RESPONSIVE.

Our proposal is submitted according to (check appropriate box):
☐ Deviations listed below ☐ See Attached letter for Deviations ☒ No Deviations

Having carefully examined the Proposal's, terms and conditions, specifications and proposal form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions contained in this document.

The representative signing this document affirms that they are duly authorized to execute this contract, that this company corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the representative signing this document nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

FELONY NOTIFICATION

Also, pursuant to the Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is /is **not** ☒ owned or operated by anyone who has been convicted of a felony. Attach explanation of any felony conviction. This statement is not required of a publicly-held corporation.

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the US Government according to Executive Order 12549 titled Debarment and Suspension.

NOTE - Use this form. If necessary to go into details, attach a letter.

Exclude Federal and State Taxes.

The right is reserved to accept or reject quotation on each item separately or as a whole.

Proposals received after the time and date specified will not be accepted.

Accepted By ESC-20 its PACE Purchasing Cooperative

20, its PACE Purchasing Cooperative Authorized Agent

Print Name

Date

Term Discount: Various Date: 11/1/2021
COMPANY Dahill Office Technology Corporation dba Xerox Business Solutions Southwest
SIGNATURE Bonnie Garza
(Must be able to sign contracts to obligate company)
TYPED NAME Bonnie Garza
TITLE VP of Strategic Accounts
Order Placement Contact: Bonnie Garza
Address 8200 IH-10 West, Suite 400, San Antonio, Texas 78230
PHONE (210) 805-8200 FAX (210) 805-9733 ESC-
Website Address: https://southwest.xeroxbusinesssolutions.com/
Email Address: bonnie.garza@xerox.com Page 266 of 347

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dahill Office Technology Corporation DBA Xerox Business Solutions Southwest
San Antonio, TX United States

Certificate Number:
2021-818962

Date Filed:

11/01/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

PACE Purchasing Cooperative

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SEALED Proposal #P00230
Copier Services, Equipment and Connectivity

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hasty, Megan	Coppell, TX United States		X
	Stall, Bill	San Antonio, TX United States	X	
	Garza, Bonnie	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Bonnie Garza, and my date of birth is 06/16/1986.

My address is 8200 IH-10 West, Suite 400, San Antonio TX 78230 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 1 day of November, 20 21.
(month) (year)

Bonnie Garza
Bonnie Garza (Nov 1, 2021 14:04 CDT)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
DAHILL OFFICE TECHNOLOGY CORPORATION
DBA XEROX BUSINESS SOLUTIONS SOUTHWEST

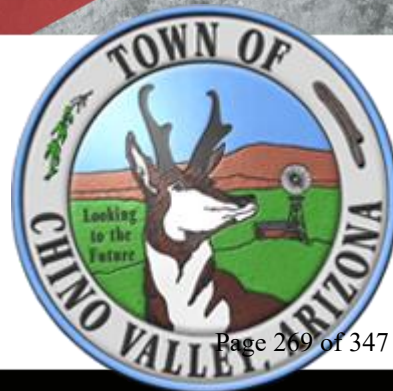
[Scope of Work]

See following pages.

PROPOSED SOLUTION



Matthew Schmelzle
Major Account Executive
Matthew.schmelzle@xerox.com



MPS Proposed Solution

New 36 Month Agreement: \$403.50 (557.03 Monthly Savings)

Agreement Covers 29 Current Desktop Printers

Includes :

**Managed Services for all tagged Desktop Printers
(Inkjet not included)**

Includes Toner for all Tagged Printers

Includes Parts, Consumables, Service & Labor

Ability to add or Remove Printers as Environment Changes

BW Prints Included: 15,000 Monthly

Overages: \$.0085

Color Prints Included: 4,000 Monthly

Overages: \$.069

Agreement Includes:

- Overages Reconciled Quarterly, Bi Annually, or Annualy
 - All Toner, Parts, Labor and Service Included
- Automated Toner Monitoring & Meter reporting for Networked Devices

*Pricing provided by PACE Contract

XBS Southwest ("Company")						DEAL #:383303		
BILL TO		SALES AND SERVICE AGREEMENT				SHIP TO *		
CUSTOMER NAME				CUSTOMER NAME				
Town of Chino Valley				Town of Chino Valley				
ADDRESS				ADDRESS				
202 N State Route 89				202 N State Route 89				
CITY, STATE, ZIP				CITY, STATE, ZIP				
Chino Valley, AZ 86323				Chino Valley, AZ 86323				
BILL TO CONTACT PERSON		BILL TO PHONE NUMBER		SHIP TO CONTACT PERSON		SHIP TO PHONE #		
Spencer Guest		928.636.2646 ext. 1215		Spencer Guest		928.636.2646 ext. 1215		
BILL TO EMAIL		BILL TO FAX #		SHIP TO EMAIL		SHIP TO FAX #		
sguest@chinoaz.net				sguest@chinoaz.net				
TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE				* IF MORE THAN ONE "SHIP TO" LOCATION, SEE PRODUCT SCHEDULES				
SALES PERSON		CUSTOMER PURCHASE ORDER NUMBER		CONTRACT ☐ NEW ADD ☒ REPLACE				
Rachel Hoegger				CONTRACT # CNZ8847-01				
PRODUCTS								
QTY	MODEL/PRODUCT#	DESCRIPTION		LOCATION		TOTAL PRICE		
☒ See Product Schedules ☐ SEE TRADE-IN EQUIPMENT/ LEASE RETURN FORM						SUBTOTAL		
NOTES / ADJUSTMENTS DETAILS						SPECIAL SERVICES FEES		
						OTHER ADJUSTMENTS		
						CASH AMOUNT		
						Total Monthly Payment		
CONTRACT TYPE		EFFECTIVE DATES				TRANSACTION TYPE		
☐ CASH SALE ☐ RENTAL		Term in Months: 36		Actual start date based on delivery or lease commencement		SELECT ONE ☒		
☐ LEASE ☒ MAINTENANCE ONLY		Proposed Start Date:						
CONTRACT TERMS:				NOTES				
☒ All parts, labor, drums and supplies; excluding paper and staples All parts and labor; including drums; excluding supplies, paper and staples								
☐ Includes other (indicate)								
CONTRACT RATES ☐ CHARGES INCLUDED IN LEASE PAYMENT								
MODEL/ POOL #	INCLUDED BLACK VOLUME	BLACK OVERAGE RATE	INCLUDED COLOR VOLUME	COLOR OVERAGE RATE	INCLUDED EXTRA LONG VOLUME	COLOR EXTRA LONG RATE	MONTHLY PAYMENT	BILLING FREQUENCY
Printer Pool	15,000	.0085	4,000	.069	NA	NA	\$403.50	Monthly
								Monthly
								Monthly
								Monthly
								Monthly
								Monthly
METER AND SUPPLY TECHNOLOGY ☒ XDA/XDM ☐ DECLINE				PRIMARY METER CONTACT				
TECHNOLOGY CONTACT PERSON		TECH APP PHONE #		METER CONTACT PERSON		METER PHONE #		
Spencer Guest		928.636.2646 ext. 1215		Spencer Guest		928.636.2646 ext. 1215		
TECH EMAIL				METER EMAIL		METER FAX #		
sguest@chinoaz.net				sguest@chinoaz.net				
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment.								
Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.								
QTY	MODEL/PRODUCT#	SOFTWARE & DESCRIPTION		☐ SEE SOW FOR DETAILS		TOTAL PRICE		
Customer Acceptance								
By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.								
AUTHORIZED CUSTOMER SIGNATURE:								
SIGNER'S NAME (printed):								
TITLE:								
DATE:								
		Sales:						
		DATE:						

BILL TO

SHIP TO *

CUSTOMER NAME

Town of Chino Valley

CUSTOMER NAME

PAGE 2

PRODUCTS

[illegible]

Customer Initial: _____

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A **SALE** of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or

b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or

c) A **RENTAL** of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed 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, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

Sales and Service Terms and Conditions

11. **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 Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed 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 Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases..
13. **INTELLECTUAL PROPERTY.**
- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
 - b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
 - c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
 - d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Texas (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #	c	ITEM TYPE: • Consent
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MEETING DATE: March 14, 2023
CONTACT PERSON: Marrilee Easton, Civilian
Operations Supervisor

AGENDA ITEM TITLE:

Consideration and possible action to authorize the Police Department to apply for and approve expenditure of funds for a Government of Highway Safety (GOHS) Grant.

SUMMARY:

Each year the Chino Valley Police Department applies for and receives grant funds from GOHS. This year we would like to request funds for Police Traffic Services. This will allow us to cover overtime funding, 40% of employee related costs, impaired driver equipment, and traffic safety equipment.

STAFF RECOMMENDATION:

Authorize Chino Valley Police Department to apply for and approve expenditure of funds for a Government of Highway Safety (GOHS) Grant.

FISCAL IMPACT?

No

Attachments



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #	d	ITEM TYPE: • Consent • Resolution
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MEETING DATE: March 14, 2023

CONTACT PERSON: Marrilee Easton, Civilian
Operations Supervisor

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2023-1220 regarding an Intergovernmental Agreement (IGA) with the City of Prescott for repair and maintenance services of Chino Valley Police motorcycles.

SUMMARY:

The Town of Chino Valley has four motorcycles in the fleet that require repair and regular maintenance. The City of Prescott has a mechanic on staff who specializes in motorcycle repair. Staff from the Town and the City of Prescott developed this agreement.

The terms of the agreement are as follows:

- Services will be on an as needed basis
- Labor rate is \$100.00 per hour (subject to future modifications)
- Town will pay for all parts
- Payment is due within 30 days of invoicing
- Agreement may be terminated by either party with ten (10) days written notice

The agreement is for a term of 10 years.

STAFF RECOMMENDATION:

Approve Resolution No. 2023-1220 regarding an Intergovernmental Agreement (IGA) with the City of Prescott for repair and maintenance services of Chino Valley Police motorcycles.

FISCAL IMPACT?

Yes -

Attachments

- 1) Resolution No. 2023-1220

RESOLUTION NO. 2023-1220

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PRESCOTT REGARDING THE PROVISION OF REPAIR AND MAINTENANCE SERVICES OF CHINO VALLEY POLICE MOTORCYCLES.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Intergovernmental Agreement regarding the provision of repair and maintenance services of Chino Valley police motorcycles is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, on this 14th day of March 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1220 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on March 14, 2023, and that quorum was present thereat and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2023-1220

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PRESCOTT AND THE TOWN OF CHINO VALLEY
FOR REPAIR AND MAINTENANCE SERVICES
OF CHINO VALLEY POLICE MOTORCYCLES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”), entered into this _____ day of _____, 2023, by and between the CITY OF PRESCOTT, a municipal corporation of Arizona (hereafter the “City”), and the TOWN OF CHINO VALLEY, a municipal corporation of Arizona (hereafter the “Town”); and

WHEREAS, the Town has a need for repair and maintenance services for their police motorcycles (hereafter the “Services”); and

WHEREAS, the City has personnel in its Fleet Services Division qualified to provide the Services; and

WHEREAS, the Town and City desire to mutually cooperate with each other to provide the Services for the Town’s police motorcycles through the joint use of property and personnel; and

WHEREAS, A.R.S. §§ 11-951 and 11-952 authorize “public agencies” such as the City and the Town to enter into such intergovernmental agreements.

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

SECTION 1: The City, through its qualified Fleet Services personnel, will provide the Services for the Town’s police motorcycles on an as-needed basis.

SECTION 2: The Town will be charged the City’s hourly labor rate for mechanical services (labor rate at time of execution of this Agreement is \$100.00 per hour and is subject to future modification). The Town will also pay for parts needed for repairs and/or maintenance.

SECTION 3: The City will invoice the Town for labor and parts costs after the requested Services are completed. The Town will reimburse the City within thirty (30) days of invoicing.

SECTION 4: The term of this Agreement shall be for a ten (10) year period, unless terminated sooner pursuant to Section 5 of this Agreement. This Agreement shall commence upon its date of execution. This Agreement is deemed executed on the date the latter municipal corporation adopts the IGA by its Council.

SECTION 5. Either party may terminate this Agreement for convenience with ten (10) days written notice to the other as provided for in Section 7 of this Agreement.

SECTION 6. Workers' compensation insurance for injuries occurring to Town employees while delivering, receiving, driving, or otherwise participating in providing the Services will be covered by the Town.

SECTION 7. Notices relating to this Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Prescott:	City of Prescott c/o City Manager 201 S. Cortez Street Prescott, Arizona 86303
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Chino Valley:	Town of Chino Valley c/o Town Manager 202 AZ-89 Chino Valley, Arizona
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SECTION 7: CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City is, at any time while this Agreement or an extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City of Prescott from any other party to this Agreement arising as a result of this Agreement.

SECTION 8: INDEMNITY AND HOLD HARMLESS. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnatee") for, from and against any and all claims, losses, liability costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims are caused by the negligent act, omission, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

SECTION 9: WAIVER. No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

SECTION 10: WAIVER OF JURY TRIAL AND ATTORNEYS' FEES. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney's fees, either pursuant to this Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, or state or federal court rule, or state or federal common law.

SECTION 11: RESULT OF NEGOTIATIONS. This Agreement is the result of negotiations by and between the parties. It has been drafted by the Prescott City Attorney and by the Chino Valley Town Attorney and is the result of negotiations between the parties. Therefore, any ambiguity in this agreement is not to be construed against either party.

SECTION 12: INSURANCE.

A. The Town shall carry sufficient insurance to cover the activities outlined in this Agreement.

B. The City shall carry sufficient insurance to cover the activities outlined in this Agreement.

SECTION 13: ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF PRESCOTT

TOWN OF CHINO VALLEY

By: Michael Lamar
Its: City Manager

By: Cindy Blackmore
Its: Town Manager

ATTEST:

ATTEST:

Sarah M. Siep, City Clerk

Erin Deskins, Town Clerk

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

Joseph D. Young, City Attorney

Pursuant to A.R.S. § 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Chino Valley, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Prescott Valley.

Andrew J. McGuire, Town Attorney



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

e

ITEM TYPE:

- Consent

MEETING DATE:

March 14, 2023

CONTACT PERSON:

Erin Deskins, Town Clerk

AGENDA ITEM TITLE:

Consideration and possible action to approve the January 24, 2023, regular meeting minutes.

STAFF RECOMMENDATION:

Approve the January 24, 2023, regular meeting minutes.

Attachments

- 1) January 24, 2023 draft minutes
-

MINUTES OF THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, JANUARY 24, 2023

6:00 PM

CHINO VALLEY COUNCIL CHAMBERS 202 N. STATE ROUTE 89, CHINO VALLEY, AZ

Present: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant to the Town Manager Terri Denemy; Water Consultant Mark Holmes; Development Services Director Laurie Lineberry; Human Resources Director Laura Kyriakakis; Senior Planner Will Dingee; Officer David Herrera Sgt at Arms; Civilian Operation Supervisor Marrilee Easton; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Community Services Director Cyndi Thomas; Public Information Officer Tricia Lewis, Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin Deskins

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Miller called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Update from Vincent Gallegos of Central Yavapai Metropolitan Planning Organization (CYMPO).

Vincent Gallegos, Executive Director for CYMPO presented the following:

- Vision of CYMPO was to promote and maintain a regional coordinated transportation system through the safe, efficient movement of people, goods and services.
- Mission was to use regional leadership in planning and promoting a comprehensive multi-modal transportation system.
- CYMPO was a government organization; there were eight in Arizona and about 420 throughout the nation. Whenever the US Census designated an area as an urbanized area, the governor established an MPO. The Prescott and Prescott Valley areas were designated as urbanized areas in 2000. Those municipalities worked with Chino Valley, Dewey-Humboldt, and Yavapai County under an Intergovernmental Agreement. Councilmember Tom Armstrong was a member of the executive board for CYMPO.
- Mr. Gallegos worked with the technical committee of which Frank Marbury, Town Engineer, was a member. CYMPO had been very successful working with the State Legislature and Senator Fann, Representative Nguyen, and Representative Burges, to get one-time transportation funding.
- CYMPO would be requesting \$28.3 million for two projects. \$18.4 million would come to Chino Valley for improvements on State Route 89 (SR89).

- CYMPO had worked with Representative Selina Bliss to sponsor bill HB2097 with cosponsors Representative Nguyen and Senator Bennett. The bill would provide \$18,400,000 to widen SR89 from a two-lane highway to a four-lane highway between Road 3 North and Road 5 North and add a roundabout at 5 North.
- Representatives were asking for local contributions of approximately \$2 million. The County had already expressed a willingness to participate in the contribution. Conversations would also be had with staff and Arizona Department of Transportation (ADOT) regarding the contribution.
- CYMPO had also been successful in working with Senator Mark Kelly to receive \$480,000 of congressionally directed spending to widen State Route 89A from four lanes to six lanes between SR89 and Glassford Hill.

Lindsay Post, CYMPO Planner, presented the following:

- She wanted to highlight the State Route 69 (SR69) urbanized master corridor plan. It was a tough corridor to travel, especially during rush hour. It was a 15-mile corridor between Prescott and Dewey-Humboldt.
- In 2021 ADOT determined that about 45,000 cars per day traveled that corridor.
- The purpose of the plan was to deliver recommendations for implementation for improvements on SR69 including widening from four to six lanes. Some sections were already being widened. One mile of road had taken 10 years and \$13 million to widen.
- The second project she wanted to highlight was the Sundog Connector design concept report. They were about halfway through that 18-month project to come up with a conceptual design of a Sundog Connector corridor on Glassford Hill. Although this wasn't a Chino Valley project, Town Engineer, Frank Marbury, and Councilmember Armstrong offered their expertise and technical assistance to help with such projects.
- CYMPO's work was meant to evaluate the health of the regional network and the Sundog Connector could help toward that end by helping to be more resilient as a region.
- This region was considered a transportation disadvantage region by the US Census meaning there weren't a lot of alternative modes of transportation; also, if there was a major accident or geological event there would be no way around.
- The Regional Transportation Plan (RTP) was a 25-year long-range planning document and was updated every five years. Chino Valley's General Plan from 2014 was used to help develop the publication for 2045. A priority included in that document was SR89 widening.

Bryn Stotler, CYMPO Planner, presented the following:

- The RTP served as a backbone and long-range planning document for all the activity CYMPO undertakes.
- Another critical plan that CYMPO worked on with a five-year interval was the Regional Safety Plan (RSP). The RSP consolidated crash data from all public safety agencies and then goes through a process of analysis with a consultant specialized in that type of data who would create heat maps, and other renderings that depict where problem intersections and crash data pointed to mitigations being needed in the region. Some of the metrics they looked at included fatal accidents, serious injury crashes, minor injury crashes, possible injury crashes, and no injury crashes. From study period 2017 to 2021 Chino Valley had:
 - 10.8% of the total crashes for the region
 - 7.1% of fatalities for the region
 - 12.5% of total serious injury for the region
 - 73.5% of no injury crashes for the region
- CYMPO was about to start a bicycle and pedestrian focused regional plan called an Active Community Transportation Unified Plan (ACT-UP). It would also include other transportation modes such as horseback for the more rural areas. The ACT-UP would look at the region as a whole and look for regionally significant routes that are taken by people using either pedestrian or bicycles as their primary modes of transportation and look to improve facilities and safety as they were more vulnerable road users. The region

was not a one-size-fits-all and had unique properties for each jurisdiction, so there would be sub-components to focus on each jurisdiction, and one would be Chino Valley.

- CYMPO would be meeting with staff and public safety officials to go through the planning process for the next year. They had already met with the school superintendent and planned to engage the community.
- CYMPO supports Yavapai Regional Transit (YRT) and their efforts to secure and resecure their ADOT funding so they could continue the rural transportation system.
- A new micro transit system would be coming to the region called YavaLine. It was first launched in Prescott Valley. This was a demand/response system that could be accessed by an 800-number or an app. Early ridership data was very strong. Vans were at capacity throughout the day and 30% of rides were attributed to rides to and from employment. CYMPO had a new quarterly newsletter that was being sent to their email list.

Vincent Gallegos presented the following:

- Thanked Councilman Armstrong for his representation and advocacy to bring \$18 million to the Town of Chino Valley for economic development, safety, and capacity.
- Mr. Gallegos and Members discussed plans for the corridor between Chino Valley and Paulden. There were individual segment projects that would be addressing more rural intersections toward Paulden. There were also plans to do a plan like Ms. Post had mentioned about SR69 for SR89 in the next year to year and a half.

3. CALL TO THE PUBLIC – Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

- Susie Jarvis – She had been to a Council meeting a couple months prior, and she was asking for more pickleball courts. She stated that this would not just help the Town of Chino Valley, or a few seniors trying to stay healthy, it would benefit everyone because everyone could enjoy playing pickleball. She stated that when they get new courts, they can hold tournaments which would bring more people to Chino to have breakfast and lunch and spend money in Town. She informed Council that there were 17 people playing pickleball that morning in 37-degree weather. She reported that families were coming out, and they were giving free lessons, but they were hesitant because they were overgrown. They were often not able to get people on courts because they were full. She stated they had grown from 10 players this time last year to 90 players. She said people play in the morning, afternoon, and evening until it gets dark. She thanked Cyndi Thomas for her support in giving them new paddles to give to new players. She thanked Council for the courts they did have, the equipment they've been given, and giving them an area to lock it up. She told the Council to be on the lookout for invitations because they wanted to challenge them, the police department, and the fire department.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.

- Councilmember Perkins read a statement in response to concerns about one of the plaques at the Chino Valley 911 Memorial that was brought up during a previous Council meeting. The Foundation had been working on that issue and wanted to give an update. The Foundation had reviewed the concerns brought to Council regarding the Flight 73 plaque at the 911 Memorial. They understood that the plane portrayed was a 747 and not a 757 used in the attack and were committed to correcting the error. The original company that cut the plaque was no longer in business. There would be significant costs related to the change. The Memorial was created from private donations and the funds would need to be raised or forego other projects. The Foundation had determined that the issue needed to be corrected and when the funding became available, they would readdress it.

b. Status reports by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

- Cindy Blackmore, Town Manager, reported that Police Chief Charles Wynn had been honored with an ESGR Patriot award. The ESGR was a department of defense office established in 1972 to promote cooperation and understanding between reserve component service members and their civilian employers, and also to assist in the resolution of conflicts arising from an employee's military commitment. An employee serving in the National Guard or Reserves or the spouse of such could nominate individual supervisors and bosses for support provided directly to the nominating service member and his or her family. The Patriot award reflected the efforts made to support citizen warriors by giving flexible schedules, time off before or after deployment, caring for families, and granting leaves of absence if needed. The award was presented by three ESGR representatives: Larry Gray, Larry T. Hobbes, and Michael Leonard. Officer Todd Cupp would be deployed for a year starting in March. Officer Cupp applied and nominated Chief Wynn for the award because of the support Chief Wynn had demonstrated to him and his family by taking care of employment and benefit details and working with his team to ensure that Officer Cupp's wife and kids would be taken care of and checked on while Officer Cupp was deployed. The Police Department was also presented with the Department of Defense Official Statement of Support for the Guard and Reserve signed by Chief Wynn, the Secretary of Defense, and the ESGR's National Chair. The certificate stated that the Chino Valley Police Department recognizes the Guard and Reserve are essential to the strength of our nation and wellbeing of our communities.

5. **CONSENT AGENDA**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a. Consideration and possible action to approve the Cooperative Purchasing Agreement with San Tan Auto Partners, LLC, for the purchase of two Ford F250 Service vehicles in an amount not to exceed \$119,238.19.
- b. Consideration and possible action to approve the Council Subcommittee and Entity Appointments.
- c. Consideration and possible action to approve the January 10, 2023, regular meeting minutes.

MOVED by Councilmember John McCafferty, seconded by Tom Armstrong, Councilmember to approve Consent Agenda Items a-c as written.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY:

7 – 0 PASSED

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a.** Public hearing, and consideration and possible action to recommend approval of an application from Agent Kelley Christina Cabral for a new Series 12 (Restaurant) liquor license for Gabby's Rustic Eats, located at 1667 S. State Route 89, Chino Valley.

Sara Burchill, Deputy Town Clerk, presented the following:

- Applicant Kelley Christina Cabral had applied for a series 12 Restaurant Liquor License with the state for location 1667 South State Route 89, Chino Valley.
- Police, Planning, and Fire departments had reviewed the application and recommended approval with no comments.
- Staff posted the necessary notices to the establishment from December 29, 2022, to January 24, 2023 meeting the 20 day posting requirement provided by State statute. Staff received no arguments in favor of or in opposition to the application.

Mayor Miller opened the public hearing.

There were no speakers and Mayor Miller closed the public hearing.

MOVED by Councilmember Sherri Phillips, seconded by Eric Granillo, Vice-Mayor to approve the series 12 liquor license application from agent Kelley Christina Cabral.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY:

7 – 0 PASSED

- b.** Public hearing, and consideration and possible action to approve a Final Plat for a 5-lot subdivision for property located at the south end of Camino del Sol, Chino Valley, Arizona, APN 306-18-039D.

Will Dingee, Assistant Director of Development Services, presented the following:

- This was a minor subdivision final plat for the Casa Del Sol subdivision.
- The subject property was located 370 feet south of Perkinsville road along Camino Del Sol or Salida Del Sol.
- The property was approximately 30 acres in size and the existing zoning was Single Family Residential 1-Acre Minimum and the land was currently vacant.

- The parcel's shape was unique due to the three island parcels within the center that were not part of the subdivision and they currently had homes constructed onsite.
- The plat consisted of five lots with the smallest lot being 1.2 acres in size and the largest 2.2 acres.
- Utilities would be well and septic.
- Roads would be dedicated to the public and constructed with asphalt per town code. The developer would also be paving and dedicating Salida Del Sol and paving up to Perkinsville road.
- The lot layout is standard, except lot five which has to do with the island parcels. The developer tried reaching out to the owners of those parcels to dedicate land but was unsuccessful on the two eastern parcels. The remnant strands would be retained under lot 5.
- In September of 2022, two developments south of this project were approved by Council (Del Sol North and Del Sol South) with an associated Maintenance Improvement District (MID).
- The MID acted like a Homeowners Association but solely for the maintenance of the open space/drainage area, provided assessed property tax only for the owners within the subdivision, and acted identical to the Street Light Improvement District within Bright Star.

Members and staff discussed the following:

- The subdivision would not have access to Camino Del Sol, therefore, it would not be paved.
- The subject property was 370 feet from the nearest sewer line. Town Code required that if a property was within 300 feet of a sewer line it would need to connect. Therefore, this property was not required to hook up to water and sewer. To extend the Town line 70 feet would be approximately \$300 per foot. It was always a difficult question to answer of where the cutoff should be, but as Town Code was written, if the property was 301 feet from the nearest sewer line, they could not require the developer to hook up to it.
- The plat had gone through the technical review process and all the civil documents and plans had been approved by staff.

Members and applicant, Jay Bates, discussed the following:

- Members asked Mr. Bates if he would be willing to extend a line to the Town sewer infrastructure. Mr. Bates stated that doing so wouldn't pencil out financially for five lots.
- Mr. Bates had not put prices on the homes yet, but they would be quality, upgraded homes as those subdivisions were higher end with 2 acre lots except the one, and 2,200 to 2,400 square feet with three to four bedrooms.

Mayor Miller opened the public hearing.

There were no requests to speak, and Mayor Miller closed the public hearing.

MOVED by Vice-Mayor Eric Granillo, seconded by Annie Perkins, Councilmember to approve the Final Plat for a 5-lot subdivision at the south end of Camino del Sol.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips

NAY: Councilmember Robert Schacherer

6 – 1 PASSED

- c. Public hearing, consideration and discussion on Ordinance 2023-931 to rezone approximately 20 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1).

Will Dingee, Assistant Director of Development Services, presented the following:

- This was a requested rezone from AR-5 to SR-1 with the intention to develop the Homestead subdivision.
- The property was 20 acres in size located at the NE intersection of West Road 3 South and South Road 1 West. To the North was the existing slaughterhouse. The Town boundary bordered the West end of the subject property.
- The requested zoning of SR-1 was determined by staff to be in conformance as the General land use map showed medium density residential 2 acre or less.
- Conceptual plan was presented to Council, although, the item was only being presented for rezoning. The subdivision would have 15 lots and be roughly one acre each or greater.
- Dedication along South Road 1 West and West Road 3 South would be required.
- The proposed properties would be on well and septic.
- Staff had received two letters in opposition to the rezone from the same resident. One letter was for Planning & Zoning (P&Z) and the other for Council.
- P&Z was presented the rezone at the beginning of the month and forwarded a recommendation of denial to Council.

Council and staff discussed the following:

- There was concern that there was no water for drilling in that area.
- Everything East and South of the property was AR-5 making SR-1 complicated.
- The wells in that area were heavy with arsenic which could be a big negative with putting housing there, but it was ultimately up to the developer if they wanted to take the risk on putting in wells where there might not be water or where the water had arsenic. Council wanted to see the certificate of assured water supply which would typically come in with the final plat. The final plat would not come to Council without those certificates. There was discussion about approving with a requirement for assured water certificates, but since that was already a requirement in the process it would be redundant.
- The road was not made for heavy traffic and that road was already heavy with traffic, and South Road 1 West was the only way in and out.

Members and the applicant, Jay Bates, discussed the following:

- CC&R's had already been developed and recorded with the County. There was a stigma with manufactured homes, but when they had CC&R's or an HOA in place they could be maintained and look presentable for a long period of time.
- The assured water certificates should be issued within the next couple of months.
- The homes would be between 1,500 and 2,000 square feet with front porches, patios, driveways in, and rock around the whole house.

Mayor Miller opened the public hearing

- Brad Magee – resided on South Road 1 West. He had been at the P&Z meeting when they voted to recommend denial of the rezone and questioned why it came to Council after that and when the planning requirements had not been met and the applicant had not had the certificates in place to sustain a 1 acre lot. He had bought the 5-acre property across the street and was limited to 2.5 acres if he wanted to split it. The applicant knew what he was buying when he bought that property. He believed the Council should wait until all the paperwork is finalized regarding the water rights. The road was also an issue. He believed it was not sustainable as it was currently and adding 15 homes with three cars each would add three times the traffic. He said there was only two ways in and people had to stop to let cars pass by so they could go on the opposite side of the road to get around traffic, it was nowhere near ready for this type of construction. Water was dropping two feet per year and putting wells in that area would add to the issue. He stated the sign that was posted at the subject property stated the meeting would be January 2022, not January 2023. He wondered what else the Town might be missing if the sign was incorrect.
- Suzi Bailey – she was a resident of Yavapai County on the opposite side of the road. She had lived there for 17 years but lived in the Town for 33 and sold real estate for 22. She dealt in a lot of rural properties as well as planned developments and sees often that a

buyer will buy a piece of property that isn't zoned for the desired use. She said she agreed with Mr. Magee's comments that the ingress/egress of the parcel would be difficult. With the County being the overriding interest in that road, she questioned how the Town would be able to work with the County in widening that road and determining right-of-way. Wagon Wheel Ranch was 1400 feet away from the subject property and would cost the developer about \$800 to bring in water, so there wouldn't be 15 new wells. She suggested a centralized grinder system rather than septic for each lot. She was more concerned that he develops the property properly. She hadn't been aware that he was also doing the Casa Del Sol subdivision, but did know he had done other things on Perkinsville Road where he was required to get approval from the Department of Real Estate and got his hand slapped for not having a public report filed, and they fast-tracked a public report to get that done. She was happy to see that was already in place.

- Adam Haywood – Wanted to speak to the nature of the 1-acre homes. He shared pictures of what the lots would look like. With the 1-acre parcels they were trying to keep with the rural feel and character of Chino Valley. As for the water, they were comfortable in the State statutes that would keep all the local people and the aquifer protected. He agreed that mobile homes had a stigma about them, but they had come a long way. He shared pictures of the interior of the proposed homes. He said the construction was more robust and the interiors were a lot nicer. He said this was far ahead of the rezoning matter but was important to keep in mind that this is what they were working toward. He said the Town required a lot in terms of dedication of land, improvement of Road 1 West, and taking drainage into account. He said the subdivision would create more density but would ultimately improve the surrounding area.
- Ken Kronvold – He was a resident of Chino Valley for 19 years. He said he moved here from Prescott for the purpose of leaving the city and moving to a rural area. He said he voted for several of the councilmembers because they had mentioned rural and water and he wanted them to stand by what they said. He said he was at a meeting with Mr. Bates where he said the starting price for the homes would be \$350,000. 15 wells with arsenic protection programs didn't seem rural to him.
- Lee Yarbrough – His only concern was the roadway. He said there would be 15 houses in this subdivision, they were getting ready to do something across from the cemetery, further West on Road 2 they were putting in another 15 houses on the North side of Road 2 closer to Maverik. He said that would be 45 houses, with two cars each adding 90 cars going up and down the roads every day. He said Road 1 West was falling apart.

Mayor Miller closed the public hearing.

Members and staff discussed the following:

- Road 1 West was on a wish list to be redone. The R&S Committee had adopted a 5-year outlook and that road was not on it.
- There had not been a traffic study on that road as that is usually done during the technical review process. The traffic levels for 15 homes would amount to approximately 10 trips per day, per home when you factor in cars coming and going, deliveries, school buses, and garbage trucks. Traffic on 1 West was not that high for a two-lane road.
- The biggest factor with the roads condition was that it had been chip sealed over existing dirt with structures to keep the dust down and the water out. For a two-lane roadway with no curb and gutter it was currently costing a million dollars per mile.
- Any added traffic would speed up the degradation of the road.
- The Town was working on a pavement management program to assist in the objective opinion on repaving the road, how long the road will last and traffic numbers.
- The lot directly north of the subject property was a remnant zoning. It was considered multi-family residential mobile home park.
 - Council and Town Attorney McGuire discussed the following:
 - If the rezone was approved and the developer was unable to obtain the assured water supply certificates, the zoning would remain SR-1 until

Council removed it by the process in which it was granted. It would be Council initiated, sent to P&Z, and then come back to Council for final decision. It could not automatically revert.

- The “term sunset clause” does not apply, the item would still have to go through the entire process if an assured water supply was not granted.
- The developer would be held to the same standards as were imposed on properties along Perkinsville Rd, requiring half-width improvements in front of the property.
- Mr. Marbury stated the 24ft requirement road improvement typically only require the additional amount. Replacing the existing lane can be done if it is legally feasible.
- The new street noted on the map would be internal. It would be the distance from the northern property line to the southern property line.
- Many communities that lived on dirt roads got together to pay someone to come and fix their road.
- Some members argued that with the properties to the north also being SR-1, several manufactured homes already existing on that road, the proposed development seemed in alignment with those properties. Assuming the water was assured, it was difficult to see why the rezoning wouldn’t be approved.
- Others argued that based on what they had heard, the land to the Northeast, East and South being AR-5, and the P&Z recommendation, they would not approve it. They might have approved of 2.5, but not SR-1.
- P&Z had mentioned having everyone sign waivers that they wouldn’t go after the packing plant, but that doesn’t stand up.
- The owners of the properties to the South and East were not in attendance at neighborhood meetings as those properties were part of a profit-sharing LLC comprised of about 300 individuals.

MOVED by Vice-Mayor Eric Granillo, seconded by John McCafferty, Councilmember to approve Ordinance 2023-931, from approximately 20 acres of land from Agricultural Residential 5-acre minimum to Single Family Residential (SR-1).

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember John McCafferty, Councilmember Sherri Phillips

NAY: Councilmember Tom Armstrong, Councilmember Robert Schacherer

5 – 2 PASSED

7. EXECUTIVE SESSION

- a.** An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney regarding the possible acquisition of water rights.

MOVED by Councilmember Sherri Phillips, seconded by Eric Granillo, Vice-Mayor to adjourn the regular meeting and convene in Executive Session at 7:23 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY:

7 – 0 PASSED

8. ADJOURNMENT

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk
CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

f

ITEM TYPE:

- Consent

MEETING DATE:

March 14, 2023

CONTACT PERSON:

Erin Deskins, Town Clerk

AGENDA ITEM TITLE:

Consideration and possible action to approve the January 24, 2023, study session minutes.

STAFF RECOMMENDATION:

Approve the January 24, 2023, study session minutes.

Attachments

- 1) January 24, 2023, draft minutes
-

**MINUTES OF THE STUDY SESSION
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY**

TUESDAY, JANUARY 24, 2023

5:00 PM

**CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ**

Present: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant to the Town Manager Terri Denemy; Water Consultant Mark Holmes; Development Services Director Laurie Lineberry; Human Resources Director Laura Kyriakakis; Senior Planner Will Dingee; Civilian Operation Supervisor Marrilee Easton; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Community Services Director Cyndi Thomas; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin Deskins

1. CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 5:00 p.m.

2. DISCUSSION ITEMS

- a.** Presentation and discussion on proposed changes to the Chino Valley Town Code Chapter 90, relating to animals.

Chief Wynn and Marrilee Easton presented the following:

- This item had been presented to Council previously and continued to receive more input from the public.
- Staff met with Mrs. Armstrong who was involved in writing the original ordinance. Minor changes were made.
- Green markups reflected changes made from the last time it was presented to Council.
- Various changes to the Ordinance were presented and discussed.
- The word “continuous” had been a concern, but the decision had been made to keep it in the Ordinance to be defined by a judge. Staff had looked up five calls from the last year regarding this issue in which animal control officers had noted that dogs had barked for 10 continuous minutes, took a break for one to two minutes, and then continued barking for another 10 minutes.

- Council and staff discussed potential court outcomes using interpretive language such as “continuous” and what a court might find as “reasonable” under the law.
- Council directed that staff would present a clean copy for vote by Council. After approval the public could be brought in again to view the entire code regarding animals to see what other changes might need to be changed.
- Council and staff discussed the procedures animal control officers used to record and remedy barking complaints and incidents.
- Council, Staff, and Town Attorney, Andrew McGuire, discussed the following:
 - Regarding the word “continuous” is discretionary, just like a speed being “reasonable and prudent.”
 - If the town wanted to make it for an undefined period of time it would be applied exactly the same way.
- Mayor Miller opened the meeting for public comment.
 - Donna Armstrong – Staff was very easy to work with. Mrs. Armstrong agrees with what was proposed. What community members had been afraid of had been fixed. It was a give and take and they were supporting the changes made, but there were other things they wanted to come back and adjust.
 - Debby Pomeroy – She was confused on the changes or what they were allowed to speak on since Mrs. Armstrong had stated that everyone agreed with it. 9012c was totally unenforceable and it puts too much work on the police officers. She wondered how they would keep track of days, times, occurrences, and complaints. She would prefer that officers were out picking up speeders, drug addicts, and doing drug busts rather than worrying about barking dogs. She stated she was told not to speak about her experience. She stated that a person moved in three doors up that did not like her dogs and calls the police about it all the time, the police would come down her road, hide, and listen for her dogs who were not barking. She stated that they needed to be doing something else. She stated that people should not have their dogs out at night, and during the day dogs would play, horses next door would tease them, and feral cats would run by. She stated some people are not happy unless they were complaining, and it seemed like too much emphasis had been put on casual, daytime barking. She stated that it had been mentioned that this was to address high density areas, but the Ordinance stated that dog noises could not leave the property line, but if she was talking to someone in her back yard, the neighbor two and a half acres away could hear.

b. Discussion on future study session items in which Councilmembers are interested in pursuing.

- Councilmembers discussed that the intent of this item was to discuss some items that they would want to see put on the agenda as a comprehensive review of Town issues for Council education and the public.
- Items presented for consideration included:
 - Study Sessions to establish the Town’s framework on strategies to ensure Chino Valley’s water security and economic health.
 - Plans to communicate complex water issues to the community.
 - What is the Town’s formal water policy if there is one.

- Establish future economic impacts water will have on the community.
- Regional cooperation regarding water.
- How Arizona Department of Water Resources determines the 100-year guaranteed water supply.
- Tightening code enforcement procedures and loopholes.
- Enforcing historical natural water flow issues that are missing from Town Code.
- Examine the livestock authorized on single family residential.
- Term limits.
- Training on proper procedures for meetings.
- Roads and Streets.
- Council would submit their proposed items to the Town Manager by the end of next week.

3. **ADJOURNMENT**

MOVED by Councilmember Annie Perkins, seconded by Eric Granillo, Vice-Mayor to adjourn the meeting at 5:33 p.m.

AYE: Mayor Jack Miller, Councilmember Annie Perkins, Councilmember Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY:

7 – 0 PASSED

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the _____ day of _____, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2023.

Erin N. Deskins, Town Clerk

DRAFT



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

g

ITEM TYPE:

Consent

MEETING DATE:

March 14, 2023

CONTACT PERSON:

**Frank Marbury, Public
Works Director/Town
Engineer**

AGENDA ITEM TITLE:

Consideration and possible action to approve the purchase of two (2) used 2018 Chevrolet Tahoes from the City of Cottonwood in the amount of \$66,400.00.

SUMMARY:

The standard annual budgeted replacement purchases have the Police Department purchasing two (2) vehicles per year to keep up with the need to replace aged inventory. Getting these units is difficult due to supply chain and production issues.

In the last 12 months, three (3) PD SUVs have been in accidents resulting in total loss of those vehicles. We also had one total loss as a carryover from 2021. These three losses plus the carryover gives PD a net loss of two (2) vehicles. For FY 2023, we budgeted for four (4) units; then a Special Council action for a 5th unit to replace the third loss. While looking into this we found that the City of Cottonwood was selling some of their used 2018 fleet that was already up-fit. This results in a \$24,000.00 saving on typical up-fitting costs. The total for a single new PD SUV with up-fitting is \$71,158.46.

We have received a quote for two units from the used Cottonwood fleet. The total for both 2018 Law Enforcement Tahoe's is \$66,400.00. (not including computer, radio, and graphics). This will help meet the need of PD to replace units lost to attrition and the replacement of aged inventory.

STAFF RECOMMENDATION:

Approve the purchase of two (2) used 2018 Chevrolet Tahoes from the City of Cottonwood in the amount of \$66,400.00.

FISCAL IMPACT?

Yes -

Attachments



To: Town of Chino Valley

From: City of Cottonwood
POC: Commander Christopher Dowell
Cottonwood Police Department
199 S. 6th Street Cottonwood, Arizona 86326

Ref: Sale of two 2018 Chevy Tahoe Special Services Vehicles

The City of Cottonwood is preparing to sell its fleet of 2018 Chevy Tahoe Special Services Vehicles within the next 4 to 8 months as new replacement vehicles are received. These vehicles were purchased on a lease in 2018 through Enterprise Leasing and outfitted with law enforcement equipment through American Emergency Products. The cost of installation and purchase of law enforcement equipment in these vehicles was in excess of \$16,000 apiece in 2018 which did not include vehicle mounted radios.

The City of Cottonwood is selling these vehicles at fair market value (Cost of the vehicle) with an additional add on price for the law enforcement equipment and radios that will remain with the vehicles. The cost of this equipment is \$1700, which is a savings of more than \$14,000 if the vehicles were outfitted by your town.

Please see attached invoice for any additional pricing questions.

These vehicles may be inspected by a Town contracted mechanical service prior to taking receipt to identify any mechanical challenges at the towns expense. Upon receipt of any needed mechanical services for each vehicle the City of Cottonwood would revisit values for these vehicles with the Town of Chino Valley in an effort to make it equitable.

Christopher Dowell
Law Enforcement Fleet Commander
City of Cottonwood

CONTRACT AND BILL OF SALE FOR USED VEHICLES

THIS CONTRACT AND BILL OF SALE FOR USED VEHICLES (this “Contract”) is effective _____, 2023, by and between the Town of Chino Valley, an Arizona municipal corporation (“Buyer”), and the City of Cottonwood, an Arizona municipal corporation (“Seller”).

In consideration of the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the vehicles and equipment identified on the invoice attached hereto as Exhibit A and incorporated herein by reference (the “Vehicles”) subject to the terms of this Contract.

2. Buyer shall pay Seller \$_____ for the Vehicles, paid in full upon the signing of this Contract, and Seller shall deliver the Vehicles to Buyer no later than May 31, 2023.

3. Seller warrants that the Vehicles are free and clear of all liens and encumbrances, and that Seller has full authority to sell the Vehicles.

4. Seller makes no warranties as to the condition or performance of the Vehicles except that (1) the Vehicles have been rated as fair condition for valuation purposes and may require minor mechanical work, and (2) to the best of Seller’s knowledge, the Vehicles ☐are ☐ are not salvage vehicles; ☐ have ☐ have not been declared total losses by an insurance company; and ☐ have ☐ have not been repaired pursuant to a Lemon Law.

5. Seller shall cooperate with Buyer to effectuate the transaction contemplated in this Contract, including providing and executing any documents or taking any action (or restraining from taking any action) necessary or desirable to achieve the intended results herein. Any other documentation required to close and consummate this transaction after the signing of this Contract shall be made and delivered by the parties as required.

6. Seller and Buyer shall each, to the extent permitted by law, indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, or liabilities arising out of this transaction.

7. This Contract is subject to the provisions of A.R.S. § 38-511.

8. To the extent applicable under A.R.S. § 35-394, the parties warrant and certify that they do not currently, and agree for the duration of this Contract that they will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written:

Seller

CITY OF COTTONWOOD,
an Arizona municipal corporation

Tim Elinski, Mayor

ATTEST:

Marianne Jiménez, City Clerk

Buyer

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

**EXHIBIT A
TO
CONTRACT AND BILL OF SALE FOR USED VEHICLES**

City of Cottonwood
827 N. Main Street
Cottonwood, AZ 86326

POC Commander Dowell

INVOICE

Town of Chino Valley
202 N State Route 89
Chino Valley, AZ 86323

Invoice # 0000002
Invoice Date 02/09/2023
Due Date 05/31/2023

Item	Description	Unit Price	Quantity	Amount
Product	2018 Law Enforcement Chevy Tahoe VIN 1GNLCDEC9JR353761 (Approximately 37,000 miles)	30800.00	1.00	30,800.00
Product	All Law Enforcement installed Police equipment excluding MDC cradle, MDC, and radar unit. (This equipment includes but is not limited to (Prisoner Compartment, Center Console, Motorola vehicle radio, push bumpers, emergency lights, weapon rack, spotlight, MDC pedestal, siren, wiring, and antennas).	1700.00	1.00	1,700.00
Product	2018 Law Enforcement Chevy Tahoe VIN 1GNLCDEC3JR355425 (Approximately 35,000 miles)	32400.00	1.00	32,400.00
Product	All Law Enforcement installed Police equipment excluding MDC cradle, MDC, Radar. (This equipment includes but is not limited to (Prisoner Compartment, Center Console, Motorola vehicle radio, push bumpers, emergency lights, weapon rack, spotlight, MDC pedestal, siren, wiring, and antennas).	1700.00	1.00	1,700.00
NOTES: Vehicles have been rated as fair condition for valuation purposes and may require minor mechanical work. Town of Chino Valley may have vehicles inspected by their contracted mechanic service prior to execution of contract. Vehicles are expected to be ready for delivery no later than May.				
Subtotal				66,400.00
Total				66,400.00
Amount Paid				0.00
Balance Due				\$66,400.00

VIN: **1GNLCDEC3JR355425**

[Edit options](#) [Write a review](#)



Recalls: **3 Recalls Found**
Is my car affected?



Repair Estimator: **See Pricing**
What's a fair price?



Options

Next Steps

1 Your Options

Instant Cash Offer

Trade-in

Private Party

Donate Your Car

Private Party Range
\$32,401 - \$35,872
Private Party Value
\$34,137



① Important info
& definitions

Value valid as of **02/09/2023**

Why Sell Your Car Yourself?

- Make more money!
- Reach millions of buyers
- Our tools make it easy
- One-time charge of \$49



Place My Ad Now

2018 Chevrolet Tahoe Commercial Sport Utility 4D 3.8 ★ (70 Ratings)

VIN: 1GNLCDEC9JR353761

[Edit options](#) [Write a review](#)



Recalls: **3 Recalls Found**
Is my car affected?



Repair Estimator: **See Pricing**
What's a fair price?



Options

Next Steps

1 Your Options

Instant Cash Offer

Trade-in

Private Party

Donate Your Car

Private Party Range
\$30,686 - \$34,055
Private Party Value
\$32,371



[Important info & definitions](#)

Value valid as of **02/09/2023**

Why Sell Your Car Yourself?

- Make more money!
- Reach millions of buyers
- Our tools make it easy
- One-time charge of \$49



Place My Ad Now



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

a

☐ **Ordinance**

MEETING DATE:

March 14, 2023

☐ **Resolution**

CONTACT PERSON:

**Will Dingee, Assistant
Director**

☐ **Public Hearing**

☐ **Contract/IGA/PSA**

AGENDA ITEM TITLE:

Public Hearing, and consideration and possible action on the Final Plat for a 2-lot subdivision located at 19997 Old State Route 89 Chino Valley, Arizona, APN 306-40-028X

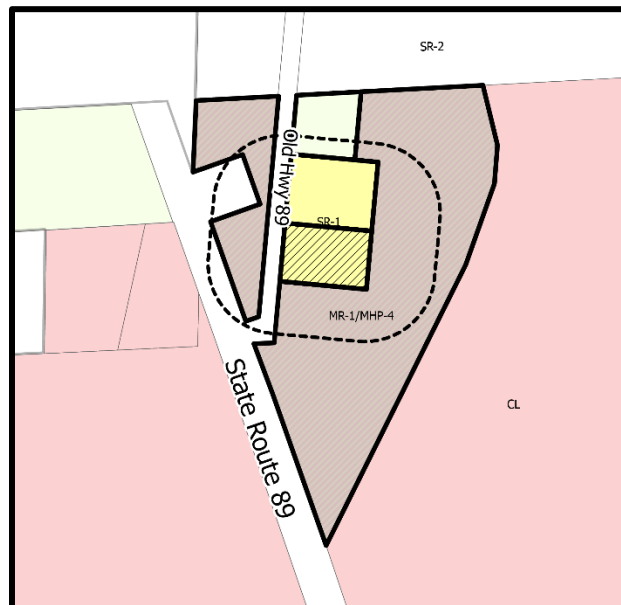
P&Z RECOMMENDED ACTION:

The Planning and Zoning Commission gave a recommendation of approval for this Final Plat.

See Attachment 1 for the Conditions of Approval.

See Attachment 2 for a detailed dialog from the P&Z hearing.

LOCATION MAP:



LOCATION DATA:

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Single Family Residential 1-Acre Minimum (SR-1)	Residential	Medium Density Residential (2 Acres or Less)
North	Single Family Residential 1-Acre Minimum (SR-1)	Residential	Medium Density Residential (2 Acres or Less)
South	Multiple Family Residential (MR) & Mobile Home Park (MHP) PAD	Vacant (Part of Del Rio Springs Project)	Medium Density Residential (2 Acres or Less)
East	Multiple Family Residential (MR) & Mobile Home Park (MHP) PAD	Vacant (Part of Del Rio Springs Project)	Medium Density Residential (2 Acres or Less)
West	Multiple Family Residential (MR) & Mobile Home Park (MHP) PAD	Vacant (Part of Del Rio Springs Project)	Medium Density Residential (2 Acres or Less)

PUBLIC COMMENT:**Comments from the Neighborhood Meeting – 11/28/2022**

- Existing problems with drainage on site.
- Concerns with increased run-off on site after development.
- Increased traffic along Old Highway 89.
- Concerns regarding further divisions of the lots.
- Potential visual impact obstructing surrounding view.

PREVIOUS ACTION:**Land Division**

March 28, 2022 – Result of split APN 306-40-028V (sibling parcel APN 306-40-028W).

STAFF ANALYSIS:

This is a request by Tom Liuzzo on behalf of Granite Basin Engineering for “Final Plat for Old Hwy 89” to divide approximately 4.17 acres into two lots with an average lot size of 2.09 acres. The Final Plat meets all requirements set by section 5.2.4 and 5.2.7 of the Subdivision provision found in the Unified Development Ordinance. The two new lots will have direct access on Old Highway 89 and will be on well and septic. Any further divisions of this property will have to come through the plat amendment process and be brought back for Town Council approval.

See Attachment 3 Final Plat Layout.

See Attachment 4 Zoning Map.

See Attachment 5 P&Z Staff Report

FISCAL IMPACT? – N/A

Attachments

Attachment 1 – Conditions of Approval

Attachment 2 – P&Z Meeting Minutes

Attachment 3 – Final Plat Layout

Attachment 4 – Zoning Map

Attachment 5 – P&Z Staff Report

Attachment 1 – Conditions of Approval

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928 636-4427- x1217

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the final plat being heard by the Town Council.

Attachment 2 – P&Z Meeting Minutes – February 7, 2023

PUBLIC HEARING #D.1

CASE# FP-2022-05 – *This is a request by Tom Luizzo on behalf of Granite Basin Engineering for “Final Plat for Old Hwy 89” to divide approximately 4.17 acres into 2 lots with an average lot size of 2.09 acres. The property is located at 19997 Old State Route 89, Chino Valley, Arizona.*

Chair Merritt asked the Commission if anyone had a disclosure regarding this project to declare. There were none.

Bethan Heng, Associate Planner, noted that the applicant was in attendance. She presented the staff report for case FP-2022-05 and recommended approval.

There were no questions from the Commission for Staff.

Weston Gibson, representative for the project, answered a question from **Somerville** regarding the height of the homes being proposed. **Gibson** shared that a one-story home was currently being proposed, however, he added that the owner to the north, did not want to be able to see other homes. He added that solutions were being discussed with the neighbors.

There were no other questions from the commissioners.

Merritt opened the public hearing. There were no comments from the public.

Merritt closed the public hearing.

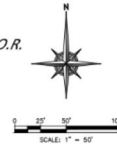
MOTION - A motion was made by Commissioner Meadors and seconded by Vice-Chair Pasciak to approve FP-2022-05, as presented by staff. This motion passed with a 7-0 vote.

FINAL PLAT FOR THE MINOR SUBDIVISION OF OLD HIGHWAY 89

BEING PARCEL 2 AS SHOWN ON THAT RECORD OF SURVEY RECORDED AT RECEPTION #2022-0049107, Y.C.O.R.
ALSO BEING THAT PARCEL AS RECORDED RECEPTION #2022-00129787, Y.C.O.R.

APN 306-40-028X
RECTANGULAR PARCEL ALONG OLD HIGHWAY 89 TOWN OF CHINO VALLEY, ARIZONA
SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA

APN 306-40-028W
APPRAISALS PHOENIX & ESTATES, LLC
RECEPTION #2022-0029779, Y.C.O.R.



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Attachment 4 – Zoning Map



**Attachment 5 – Planning and Zoning Staff Report
Presented February 7, 2023**



TOWN OF CHINO VALLEY
Planning Commission Staff Report
February 7, 2023
File Number FP-2022-05
Final Plat

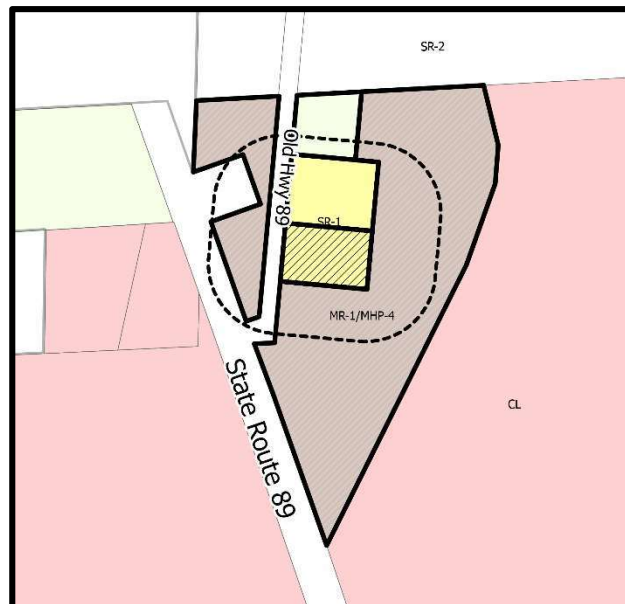
PROJECT DESCRIPTION

This is a request by Tom Liuzzo on behalf of Granite Basin Engineering for “Final Plat for Old Hwy 89” to divide approximately 4.17 acres into 2 lots with an average lot size of 2.09 acres. The property is located at 19997 and 20047 Old State Route 89, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Single Family Residential 1-Acre Minimum (SR-1)	Residential	Medium Density Residential (2 Acres or Less)
North	Single Family Residential 1-Acre Minimum (SR-1)	Residential	Medium Density Residential (2 Acres or Less)
South	Multiple Family Residential (MR) & Mobile Home Park (MHP) PAD	Vacant (Part of Del Rio Springs Project)	Medium Density Residential (2 Acres or Less)
East	Multiple Family Residential (MR) & Mobile Home Park (MHP) PAD	Vacant (Part of Del Rio Springs Project)	Medium Density Residential (2 Acres or Less)
West	Multiple Family Residential (MR) & Mobile Home Park (MHP) PAD	Vacant (Part of Del Rio Springs Project)	Medium Density Residential (2 Acres or Less)

LOCATION MAP



PRIOR SITE ACTIONS:

Annexation

September 5, 2000 – Subject property was annexed into Town Jurisdiction as part of Del Rio Springs Area. Subject property is not part of Del Rio Springs PAD.

Land Division

March 28, 2022 – Result of split APN 306-40-028V (sibling parcel APN 306-40-028W).

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for Final Plat for Old Hwy 89 with Conditions of Approval found in Attachment A.

SUGGESTED MOTION:

Move to **APPROVE** Final Plat FP-2022-05 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A

EFFECT OF THE APPROVAL:

By approving this Final Plat, the Planning and Zoning Commission is recommending approval to Town Council for “Final Plat for Old Hwy 89” located at 19997 and 20047 Old State Route 89, subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the previously approved zoning.

Staff Analysis:

The applicant is requesting to divide the subject property located at 19997 & 20047 Old Highway 89 into two (2) Residential lots. The applicant is required to go through the Minor Subdivision process for the division of this property, rather than a lot split, because the number of resulting lots from the parent parcel is greater than three (3).

The Unified Development Ordinance defines ‘Parent Parcel’ as all of the property from which a lot, parcel or tract was divided, whether by subdivision or land split. For the purposes of determining the number of lots, parcels or tracts created from a parent parcel, the parent parcel shall be any lot, parcel or tract existing pursuant to applicable law and recorded in the Yavapai County Recorder’s Office on or before October 15, 2020.

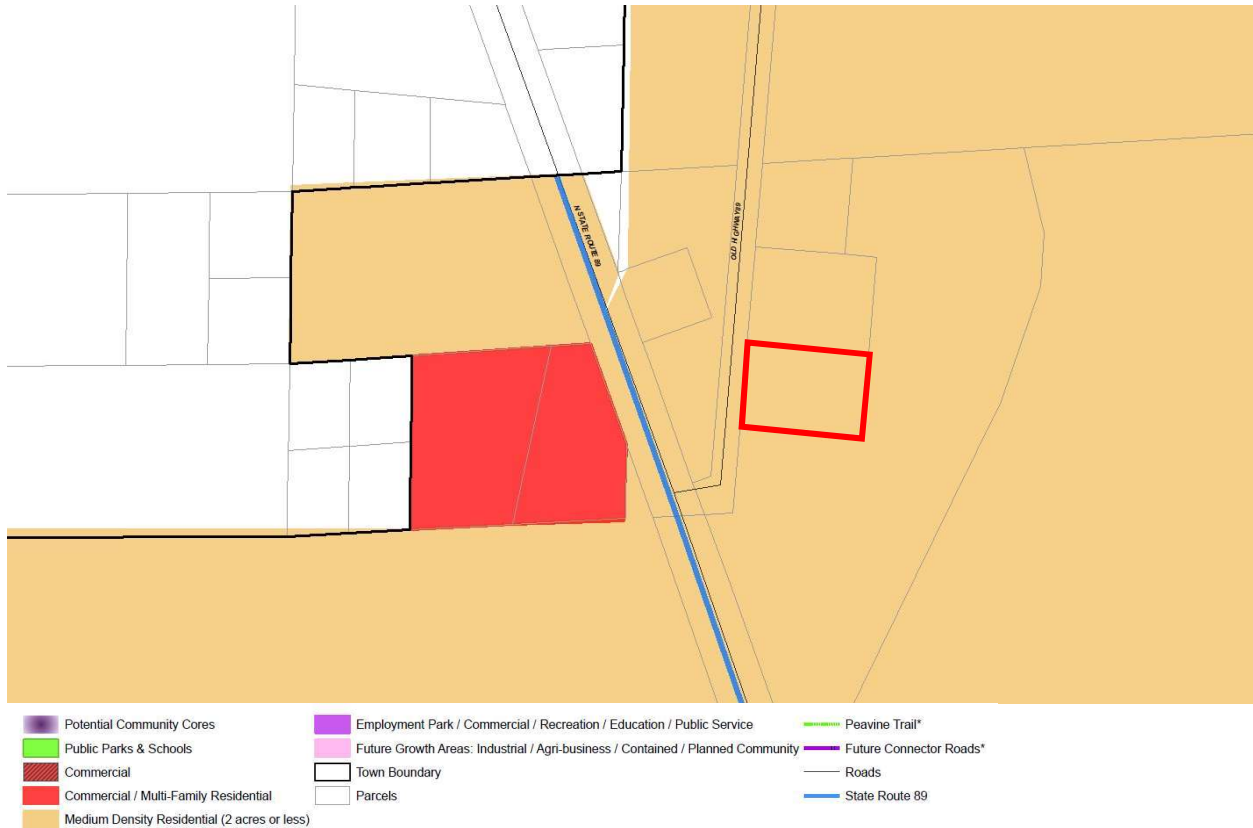
Zoning

Section 3.11 of the Unified Development Ordinance list “One (1) single-family dwelling” as a Permitted Use. Single Family Residential 1-Acre Minimum is the existing zoning for the subject property. The subject property will be for residential use.



General Plan

The General Plan designates the subject property as Medium Density Residential (2 acres or less). The applicant is requesting approval for a Final Plat within an existing zoning that is consistent with The General Plan land use designation of Medium Density Residential.



PUBLIC COMMENTS RECEIVED: None Received.

EXTERNAL AGENCY COMMENTS: See Attachment B

NEIGHBORHOOD MEETING COMMENTS: See Attachment C

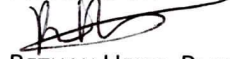
PROPOSED CONDITIONS DELIVERED TO APPLICANT ON: December 1, 2022

X	Applicant agreed with all of the conditions of approval on (December 2, 2022)
	Applicant did not agree with the following conditions of approval: (-)
	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D	E
Conditions of Approval	External Agency Comments	Neighborhood Meeting Comments	Site Plan & Exhibits	Staff Research

PREPARED BY:



BETHAN HENG, PLANNER

(BHENG@CHINOAZ.NET)

928 636-4427 - x1295

DATE:

JANUARY 18, 2023

APPROVED BY:



LAURIE LINEBERRY, AICP

DEVELOPMENT SERVICES DIRECTOR

ATTACHMENT A
CONDITIONS OF APPROVAL

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928 636-4427- x1217

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by the Town Council.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

NO EXTERNAL AGENCY COMMENTS RECEIVED.

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: NOVEMBER 28, 2022

LOCATION: ON SITE - 19997 & 20047 OLD STATE ROUTE 89

ATTENDEES:

AGENT/DEVELOPER: TOM LIUZZO (SURVEYOR), WESTON GIBSON (OWNER)

TOWN STAFF: BETHAN HENG (PLANNER)

TWO NEIGHBORS IN ATTENDANCE - JEANNIE AND SCOTT MORSE

SUMMARY OF ATTENDEE(S') COMMENTS RELATED TO THE PROJECT:

- Existing problems with drainage on site.
- Concerns with increased run-off on site after development.
- Increased traffic along Old Highway 89.
- Concerns regarding further divisions of the lots.
- Potential visual impact obstructing surrounding view.

ATTACHMENT E
STAFF RESEARCH



STAFF RESEARCH – MINOR SUBDIVISION

CASE #: FP-2022-05

CASE PLANNER: BETHAN HENG

I. PROJECT DATA

Project Location:	19997 & 20047 Old State Route 89					
Parcel Number(s):	306-40-028X					
Parcel Size(s):	4.17 Acres					
Total Acreage:	4.017 Acres					
Proposed Resulting Lots:	2 Lots					
Address:	19997 & 20047 Old State Route 89					
Applicant:	Tom Liuzzo					
Applicant's Agent:	Kaline Hutchinson					
Land Use Conformity Matrix:	Conforms:	Yes	X	No		
Zoning Overlay	PAD		N/A			

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Single Family Residential 1-Acre Minimum (SR-1)	Residential	Medium Density Residential (2 Acres or Less)
North	Single Family Residential 1-Acre Minimum (SR-1)	Residential	Medium Density Residential (2 Acres or Less)
South	Multiple Family Residential (MR) & Mobile Home Park (MHP) PAD	Vacant (Part of Del Rio Springs Project)	Medium Density Residential (2 Acres or Less)
East	Multiple Family Residential (MR) & Mobile Home Park (MHP) PAD	Vacant (Part of Del Rio Springs Project)	Medium Density Residential (2 Acres or Less)
West	Multiple Family Residential (MR) & Mobile Home Park (MHP) PAD	Vacant (Part of Del Rio Springs Project)	Medium Density Residential (2 Acres or Less)

Prior Cases or Related Actions:					
<u>Type</u>	<u>Conforms</u>				<u>Cases, Actions or Agreements</u>
Pre-Annexation Agreement	Yes		No	X	
Annexation	Yes	X	No		September 5, 2000 – Del Rio Springs Area
General Plan Amendment	Yes		No	X	
Development Agreement	Yes		No	X	
Rezone	Yes		No	X	

**ATTACHMENT E
STAFF RESEARCH**

Subdivision	Yes		No	X	February 22, 2017 – “Feasibility Meeting” for 8, 1-Acre Dry Lot Subdivision of Parcel APN 306-40-028V.
Conditional Use Permit	Yes		No	X	
Pre-Application Meeting	Yes	X	No		November 10, 2021 – (PA21-11) May 18, 2022 – (PA-2022-31) October 5, 2022 – (PA-2022-75)
Enforcement Actions	Yes		No	X	
Land Division Status:	Yes	X	No		March 28, 2022 – Result of split APN 306-40-028V (sibling parcel APN 306-40-028W)
Irrigation District:			N/A		
<u>Detailed Narrative</u>			The request is to split the subject property located at 19997 & 20047 Old Highway 89 for Residential lots. The requested land division will result in 3 resulting lots from the parent parcel (APN 306-40-028V, which was split into subject parcel APN 306-40-028X and APN 306-40-028W). Therefore, the applicant is required to follow the Minor Subdivision process rather than the Lot Split Process. Parent Parcel is defined as all of the property from which a lot, parcel or tract was divided, whether by subdivision or land split. For the purposes of determining the number of lots, parcels or tracts created from a parent parcel, the parent parcel shall be any lot, parcel or tract existing pursuant to applicable law and recorded in the Yavapai County Recorder’s Office on or before October 15, 2020.		

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:		
Land Use Designation:	Medium Density Residential (2 Acres or Less)	
Issues:	N/A	
Public Services Element:		
Water Facility Plan:	Source:	Closest line is ± 4.5 miles to the South on Perkinsville Road. City of Prescott 8” or 6” Water Main
Sewer Facility Plan:	Treatment:	Closest line is ± 4.7 miles to the Southeast, East of Granite Creek Lane. Existing 18” Gravity Main.
Issues:	N/A	
Safety Element:		
Flood Plain Designation:	FEMA Floodplain is 450’ from property.	
Issues:	N/A	
Transportation Element:		

ATTACHMENT E
STAFF RESEARCH

Road Classification	Rural Road without Trail
Issues:	N/A

Parks and Rec Element:

Closest Park:	Peavine Trailhead 2.11 mi Southeast.
Within 1 mile of the Peavine Trail?	No.

NOTIFICATION

- **Legal Ad Published:** (12/06/22)
- **400' Vicinity Mailing:** (11/14/22)
- **19 Commenting/Reviewing Agencies noticed:** (11/10/22)
- **Neighborhood Meeting:** (11/28/22)
- **Hearing Dates:** (01/03/23)
- **Comments Due:** (11/28/22)

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Chuck Dowdy – CAFMA	N				
Samantha Alvarez – APS	N				
Richard Perez – A.D.O.T.	N				
Ralph Baker – C.V.I.D.	N				
Suzanne Ehrlich – YC ENV	N				
Jose Galvez – YC Health	N				
SparkLight Cable	N				
LUMEN	N				
Unisource Gas	N				
CVUSD	N				
United States Postal Service	N				
Town of Chino Valley Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Bethan Heng – Planner (DS)	N				
Will Dingee – Senior Planner (DS)	N				
Laurie Lineberry – DS Director	Y	11/28/22		X	X
Frank Marbury – PW Director	N				
Steve Sullivan – Assistant Engineer (PW)	N				
Dan Trout – CBO (DS)	N				
Damon Stanley – Code Enforcement	N				
Chuck Winn – Chief of Police (Police)	N				



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM #

b

☐ Ordinance

MEETING DATE:

March 14, 2023

☐ Resolution

CONTACT PERSON:

Will Dingee, Assistant
Director

☐ Public Hearing

☐ Contract/IGA/PSA

AGENDA ITEM TITLE:

Public Hearing, and consideration and possible action on a Conditional Use Permit for a Mini Storage Facility with a Commercial Retail component located directly east of Olsen's Grain, along State Route 89 Chino Valley, Arizona, APN 306-29-030D

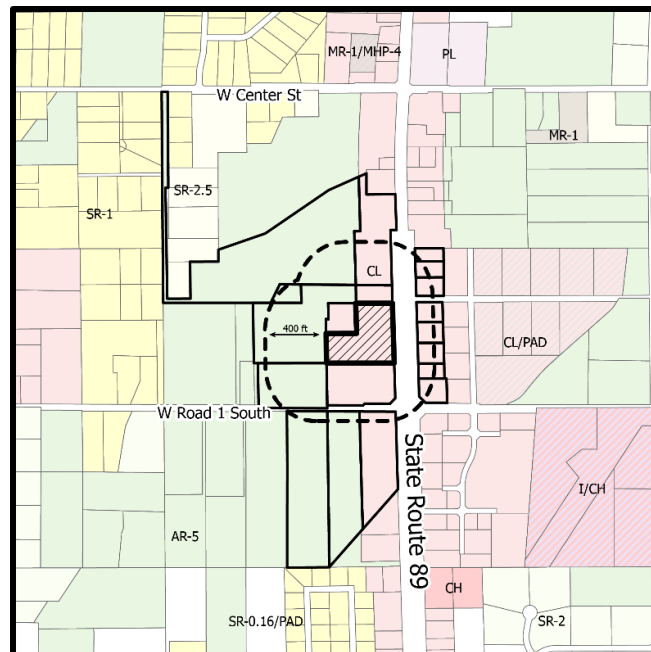
P&Z RECOMMENDED ACTION:

The Planning and Zoning Commission gave a recommendation of approval for this Conditional Use Permit

See Attachment 1 for the Conditions of Approval.

See Attachment 2 for a detailed dialog from the P&Z Hearing.

LOCATION MAP:



LOCATION DATA:

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Commercial Light (CL)	Vacant	Potential Community Core and Commercial/ Multi-Family Residential
North	Agricultural Residential 5-Acre Minimum (AR-5)/ Commercial Light (CL)	Olsen's Grain	Commercial/Multi-Family Residential
South	Commercial Light (CL)	Vacant	Potential Community Core
East	Commercial Light (CL)	Vacant / National Bank of Arizona	Potential Community Core and Commercial/ Multi-Family Residential
West	Agricultural Residential 5-Acre Minimum (AR-5)/ Commercial Light (CL)	Olsen's Grain	Commercial/Multi-Family Residential

PUBLIC COMMENT:**Comments from the Neighborhood Meeting – 1/4/2023**

- Applicant has already been in communication with Mr. Olsen.
- Mr. Olsen is in support of the project.
- Questions about type of retail, possible fencing along property lines, and driveway improvements arose.

PREVIOUS ACTION:**Pre-Application Meetings**

January 26, 2022 – PA-2022-02

September 14, 2022 – PA-2022-70

October 12, 2022 – PA-2022-79

November 9, 2022 – PA-2022-86

Rezone

April 24, 2003 – Rezone Request from Commercial Light and Agricultural Residential 5-Acre Minimum (CL/AR-5) to Commercial Light (CL)

SUMMARY:

This is a request by Richard Ivie on behalf of Steven Lu, for approval of a Conditional Use Permit to allow the use of a Mini Storage in a Commercial Light (CL) zoning district. The applicant is proposing an “approximately 40,000 square feet” Mini Storage facility to the west of the property, with units ranging in size from 10’x10’ to 12’x40’. As part of the Conditional Use Permit, the project also includes 12,000 square feet of new commercial/retail space along the frontage of the property, adjacent to State Route 89. At full buildout, the development will be accessible from State Route 89 and from Road 1 South.

See Attachment 3 P&Z Staff Report

FISCAL IMPACT? – N/A

Attachments

Attachment 1 – Conditions of Approval

Attachment 2 – P&Z Meeting Minutes

Attachment 3 – P&Z Staff Report

Attachment 1 – Conditions of Approval

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928 636-4427- x1217

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the Conditional Use Permit being heard by the Town Council.

Planning: Bethan Heng, Planner (928) 636-4427 - x1295

3. The applicant shall complete the Commercial/Retail aspect of the project following the first half (Phase 1) of the Mini Storage.
4. The applicant shall be allowed to complete the second half (Phase 3) of the Mini Storage after the completion of the Commercial/Retail portion of the project (Phase 2).
5. The applicant shall submit a Landscaping Plan and a Photometric Plan with the submission of Construction Plans.

Attachment 2 – P&Z Meeting Minutes – February 7, 2023

PUBLIC HEARING #D.2

CASE# CUP-2022-03 – *A request by Richard Ivie on behalf of Steven Lu, for approval of a Conditional Use Permit for a Mini Storage Facility with a Commercial Retail component on property located south of 346 S State Route 89, Chino Valley, Arizona*

Merritt asked the Commission if they had any interactions with the applicant to declare. There were none.

Bethan Heng, Associate Planner, noted that the applicant was in attendance. She presented the staff report for Fairwoods Commons and Storage and recommended approval.

Richard Ivie, representative for the project, shared that they had been working with staff on this project for about a year. Phase 1 will be approximately 20,000 square feet of mini-storage buildings. Phase 2 will be the commercial/retail portion, and Phase 3 the remainder of the mini-storage buildings. He shared that the commercial/retail will have businesses that have lower water/sewer usage. **Ivie** gave examples, such as, Accountant, Real Estate, Jewelry Store, Bookstore, Religious Meeting, Hobby Shop, etc.

Merritt shared that the applicant had done their homework in regards to the commercial/retail space. A question about drainage and the highway was asked, to which **Ivie** stated they had been in contact with Richard Perez at ADOT and the required turn lane has enough space to proceed with the project.

Somerville asked what the architecture of the buildings would be. **Ivie** stated they would not be an eye-sore. **Switzer** asked about the drainage/road requirements. **Marbury** stated that drainage is reviewed during the design phase of the project. ADOT will make sure that their current drainage plan will continue to be met. Town code will also be enforced.

Ivie brought up the availability of water, stating that they had contacted the City of Prescott to provide service and discovered they would need to bring water under State Route 89. He stated that they are not currently planning on using City of Prescott and would prefer to drill a well. Mini-storage units use no water and selecting the right retail and office tenants will keep water usage to a minimum. He stated that Fire also has requirements for large water storage tanks that will be met. **Marbury** added that the nearest town water is over two miles away, and to bring water under the highway would cost approximately 1 million dollars.

Somerville asked if the view from Days Inn would be affected. **Ivie** stated that there is no view looking west from the hotel.

There were no further questions from the commission.

Merritt opened the public hearing. There were no comments from the public.

Merritt closed the public hearing.

Switzer made a motion to recommend approval of CUP-2022-03 as presented by staff. **Meadors** seconded the motion. A voice vote was taken and the motion passed with a 7-0 vote.

**Attachment 3 – Planning and Zoning Staff Report
Presented February 7, 2023**



TOWN OF CHINO VALLEY
Planning Commission Staff Report
February 7, 2023
File Number CUP-2022-03
Conditional Use Permit

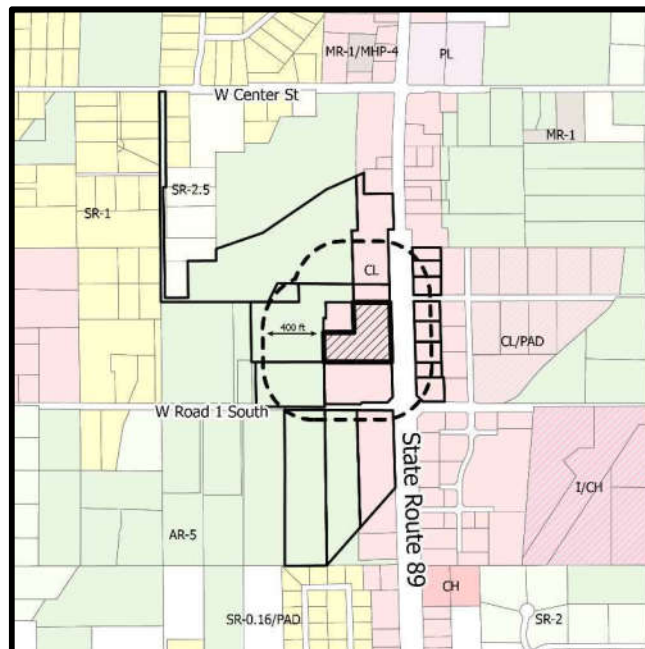
PROJECT DESCRIPTION

This is a request by Richard Ivie on behalf of Steven Lu, for approval of a Conditional Use Permit for a Mini Storage Facility with a Commercial Retail component on property located south of 346 South State Route 89, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Commercial Light (CL)	Vacant	Potential Community Core and Commercial/ Multi-Family Residential
North	Agricultural Residential 5-Acre Minimum (AR-5)/ Commercial Light (CL)	Olsen's Grain	Commercial/Multi-Family Residential
South	Commercial Light (CL)	Vacant	Potential Community Core
East	Commercial Light (CL)	Vacant / National Bank of Arizona	Potential Community Core and Commercial/ Multi-Family Residential
West	Agricultural Residential 5-Acre Minimum (AR-5)/ Commercial Light (CL)	Olsen's Grain	Commercial/Multi-Family Residential

LOCATION MAP



PRIOR SITE ACTIONS:

Rezone

April 24, 2003 – Rezone Request from Commercial Light and Agricultural Residential 5-Acre Minimum (CL/AR-5) to Commercial Light (CL)

Pre-Application Meetings

January 26, 2022 – PA-2022-02
September 14, 2022 – PA-2022-70
October 12, 2022 – PA-2022-79
November 9, 2022 – PA-2022-86

Enforcement Actions

November 25, 2013 – Complaint concerning 40' Trailer being used for off-site signage.

Land Division

1980 – APN 306-29-020 became APN 306-29-030A
October 1, 2004 – Division of APN 306-29-020A to APN 306-29-030C and APN 306-29-030D

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Fairwoods Commons & Storage Conditional Use Permit with Conditions of Approval found in Attachment A.

SUGGESTED MOTION:

Move to **APPROVE** Conditional Use Permit CUP-2022-03 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A

EFFECT OF THE APPROVAL:

By approving this Conditional Use Permit, the Planning and Zoning Commission is recommending approval to Town Council to approve the Fairwoods Commons & Storage Conditional Use, subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the previously approved zoning.

Proposal

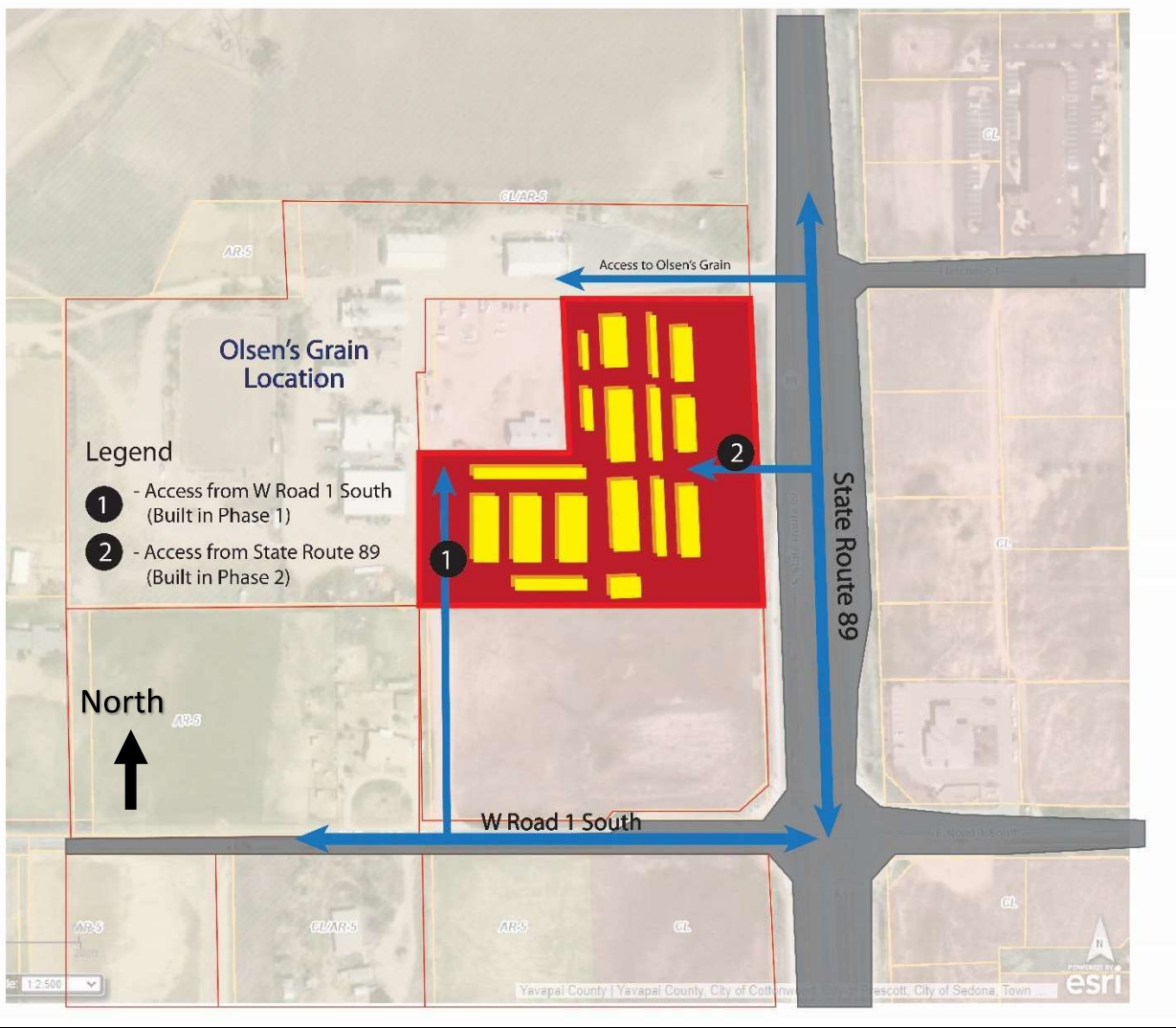
The applicant is applying for a Conditional Use Permit to allow the use of a Mini Storage in a Commercial Light (CL) zoning district. The applicant is proposing an “approximately 40,000 square feet” Mini Storage facility to the west of the property, with units ranging in size from 10’x10’ to 12’x40’. The project also includes 12,000 square feet of new commercial/retail space along the frontage of the property, adjacent to State Route 89. At full development, the development will be accessible from State Route 89 and from Road 1 South.

[illegible]

- - Mini Storage
- - Commercial/Retail Area

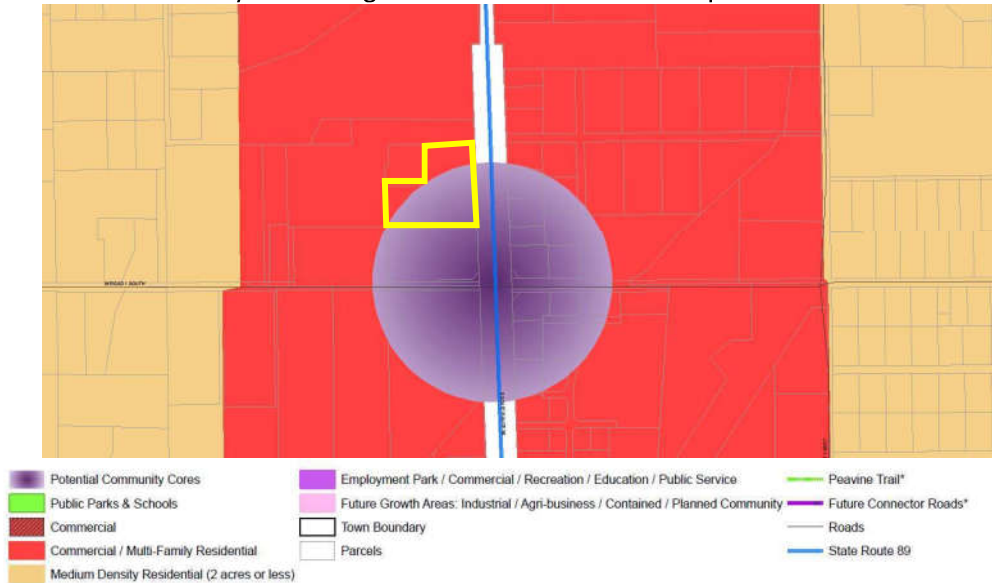
Case #CUP-2022-03
February 7, 2023
Page 3 of 15

Proposed Access to Site



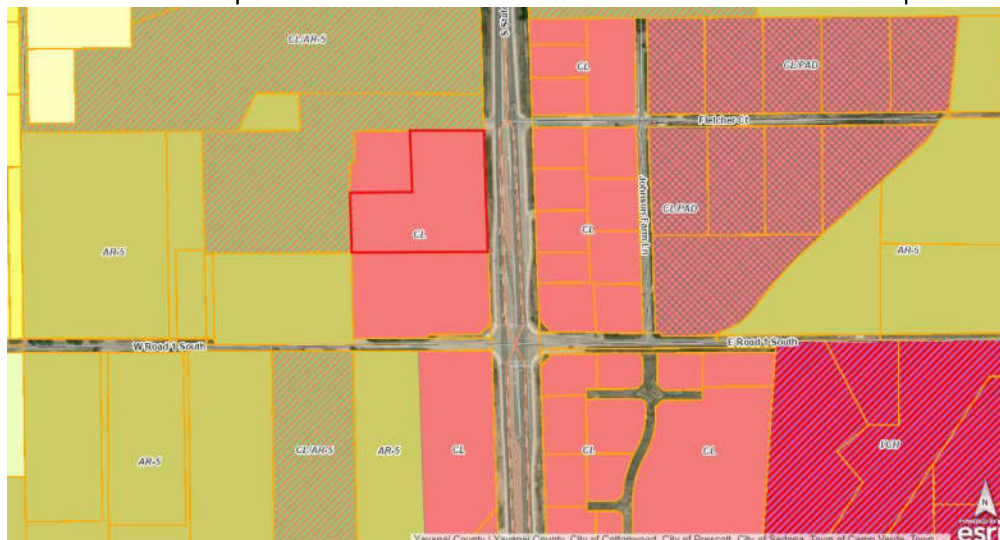
General Plan

The General Plan future land use map designates this property as Commercial/Multi-Family Residential and Potential Community Core. The requested use of Mini Storage is in line with the Commercial/Multi-Family Residential designation, but does not satisfy the Potential Community Core designation. The applicant has included a commercial aspect to the project to satisfy the Potential Community Core designation which is intended to promote mixed use.



Zoning

Section 3.15.C.12 of the Unified Development Ordinance list “Mini-storage buildings and storage facilities, including the storage of recreational vehicles, boats and other operable vehicles” as a Conditional Use Permit. The subject property is currently zoned Commercial Light (CL), but will need a Conditional Use Permit for the requested use of Mini Storage. The requested use of commercial/retail is permitted within the Commercial Light (CL) zoning district, as Section 3.15 of the Unified Development Ordinance lists “Retail sales establishments” as a permitted use.



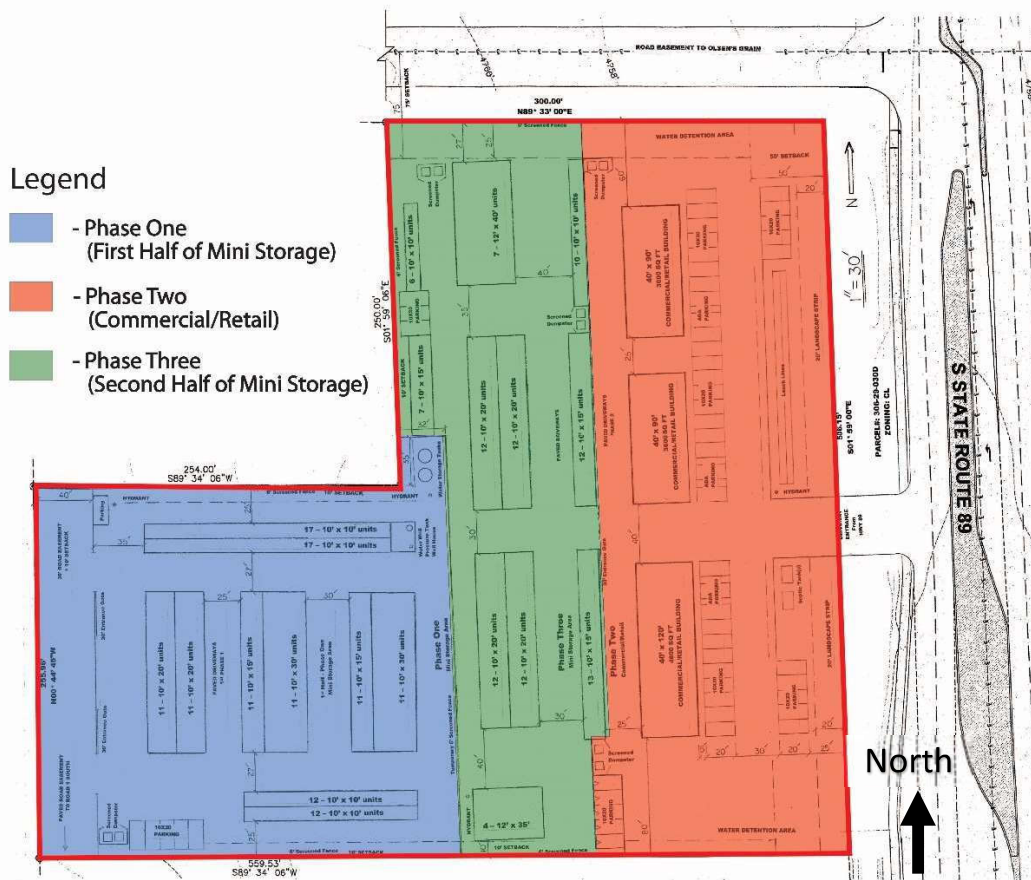
Conditional Use Permit

A Conditional Use Permit is a use that because of special requirements or characteristics, may be allowed in a particular zoning district only after review by the Commission and Council, granting of conditional use approval by imposing such conditions as necessary to make the use compatible with other uses permitted in the same zoning district or vicinity. Conditional uses run with the land.

Section 3.15.C.12 includes Mini Storage as a conditional use, a use that may be approved with a Conditional Use Permit. The Conditional use permit is subject to discretionary approval by Council if the location and context of the site is suitable for the required use. Staff recommends that the following stipulations be attached to this Conditional Use Permit:

- The Commercial/Retail aspect of the project (Phase 2) must be completed after the first half (Phase 1) of the Mini Storage.
- After the completion of the Commercial/Retail portion of the project, the second half of the Mini Storage (Phase 3) may be completed.
- The applicant will be required to submit Landscaping and Photometric Plan with the submission of Construction Plans.

Phasing of Development



Staff Analysis:

The applicant intends to develop the site for a 40,000 sq ft Mini-Storage facility, with units ranging in size from 10'x10' to 12'x40'. The site will also include 12,000 sq ft of new Commercial/Retail space to the front of the property facing South State Route 89.

The development will occur in three (3) phases. The first half of the proposed Mini-Storage units will be completed in Phase 1, and the full extent of the Commercial/Retail space will be completed in Phase 2. The remainder of the Mini-Storage Units will be completed in Phase 3.

PUBLIC COMMENTS RECEIVED: No Public Comments Received.

EXTERNAL AGENCY COMMENTS: See Attachment B

NEIGHBORHOOD MEETING COMMENTS: See Attachment C

PROPOSED CONDITIONS DELIVERED TO APPLICANT ON: January 17, 2023

☒	Applicant agreed with all of the conditions of approval on (January 18, 2023)
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D	E
Conditions of Approval	External Agency Comments	Neighborhood Meeting Comments	Site Plan	Staff Research

PREPARED BY:


BETHAN HENG, PLANNER
(BHENG@CHINOAZ.NET)
928 636-4427 - x1295

DATE:

JANUARY 18, 2023

APPROVED BY:


LAURIE LINEBERRY, AICP
DEVELOPMENT SERVICES DIRECTOR

ATTACHMENT A
CONDITIONS OF APPROVAL

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

Development Services Comments: Laurie Lineberry, Director, 928 636-4427- x1217

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the rezone being heard by the Town Council.

Planning: Bethan Heng, Planner (928) 636-4427 - x1295

3. The applicant shall complete the Commercial/Retail aspect of the project following the first half (Phase 1) of the Mini Storage.
4. The applicant shall be allowed to complete the second half (Phase 3) of the Mini Storage after the completion of the Commercial/Retail portion of the project (Phase 2).
5. The applicant shall submit a Landscaping Plan and a Photometric Plan with the submission of Construction Plans.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

DATE:	12/16/22	NAME:	MARK HOLMES	TITLE:	WATER ADVISOR
AGENCY:	HARK HOLMES LLC			PHONE	928-277-5253
"How will additional water and sewer requirements be provided City of Prescott or other onsite water system?"					

DATE:	11/7/2022	NAME:	RICHARD PEREZ	TITLE:	NORTHWEST DISTRICT PERMITS SUPERVISOR
AGENCY:	ADOT			PHONE	928-777-5861

Notes received from Pre-Application Meeting held on November 7, 2022.

1. A drainage report will be required for review to determine if there will be any impact to ADOT's drainage system. Be prepared to provide on site construction plans that includes grading and drainage plans for review.
2. The Northwest District Permits department commented on this proposed development back 9/13/2022 and again on 10/12/2022. At that time the proposed development was requesting access to SR-89. ADOT has learned that this proposed development will be done in 2 phases. Provide ADOT how the phasing will be constructed and it will then be determined what documents will be required for review. All previous comments will need to be met for each phase of the project including providing a TIA/TIS and drainage report for review. previously the applicant also had proposed to have a waterline cross SR-89 onto the property. Does the applicant still plan on crossing SR-89 with a waterline? If the applicant is planning on crossing SR-89 with a waterline then an encroachment permit will be required to be submitted to ADOT with all supporting documents. Any and all work within the ADOT Right of Way shall be constructed according to ADOT Standards and Specifications. All construction plans shall be signed, sealed and dated by a professional engineer licensed in the State of Arizona.
3. This list may not be all inclusive. ADOT reserves the right to comment further upon receipt of the drainage report and other supporting documents. Please contact the Northwest District Prescott Permits department if you have any questions or concerns.
4. No advertising of any kind are permitted within ADOT Right of Way. Signs, banners, sandwich boards etc. are prohibited in ADOT Right of Way according to Arizona Revised Statue 28-7053. Signs within ADOT Right of Way will be removed immediately by ADOT maintenance forces.
5. ADOT respectfully request that the Town of Chino Valley not approve the pre-application to move forward until a drainage report and any other supporting documents has been submitted for review by ADOT Northwest District Permits Department.

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

DATE:	10/11/2022	NAME:	CHUCK DOWDY	TITLE:	ASSISTANT FIRE MARSHALL
AGENCY:	CAFMA			PHONE	928-772-7711

Notes received from Pre-Application Meeting held on October 12, 2022. Comments remained unchanged for following Pre-Application Meetings.

1. An approved water supply capable of supplying the required fire flow for fire protection shall be provided. This requirement shall be met by fire hydrants, fire sprinkler system or water tanks where municipal water supply is not available. IFC Chapter 5 and Appendix B, location to be approved by CAFMA.
2. Street widths shall be a minimum of 20 feet wide with 26 feet wide required at hydrants. No parking signs shall be required on both sides of streets less than 26 feet wide and on one side of the street if less than 32 feet wide. IFC Appendix D
3. Fire apparatus access roads shall support the weight of a 90,000-pound apparatus and shall be of an all-weather surface. IFC Appendix D
4. The minimum turning radius shall be 28 feet inside and 50 feet outside radius for all fire department access roads and parking lots. IFC Appendix D
5. Dead end fire apparatus access roads in excess of 150 feet shall be provided with width and turnaround provisions. IFC Appendix D
6. Fire apparatus access roads shall have an unobstructed vertical clearance of 13' 6". IFC 503.2.1

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: JANUARY 4, 2022

LOCATION: TOWN OF CHINO VALLEY TOWN HALL

ATTENDEES:

AGENT/DEVELOPER: RICHARD IVIE AND ALLEN LENTZ (AGENT); STEVEN LU (OWNER)

TOWN STAFF: WILL DINGEE (SENIOR PLANNER); BETHAN HENG (PLANNER)

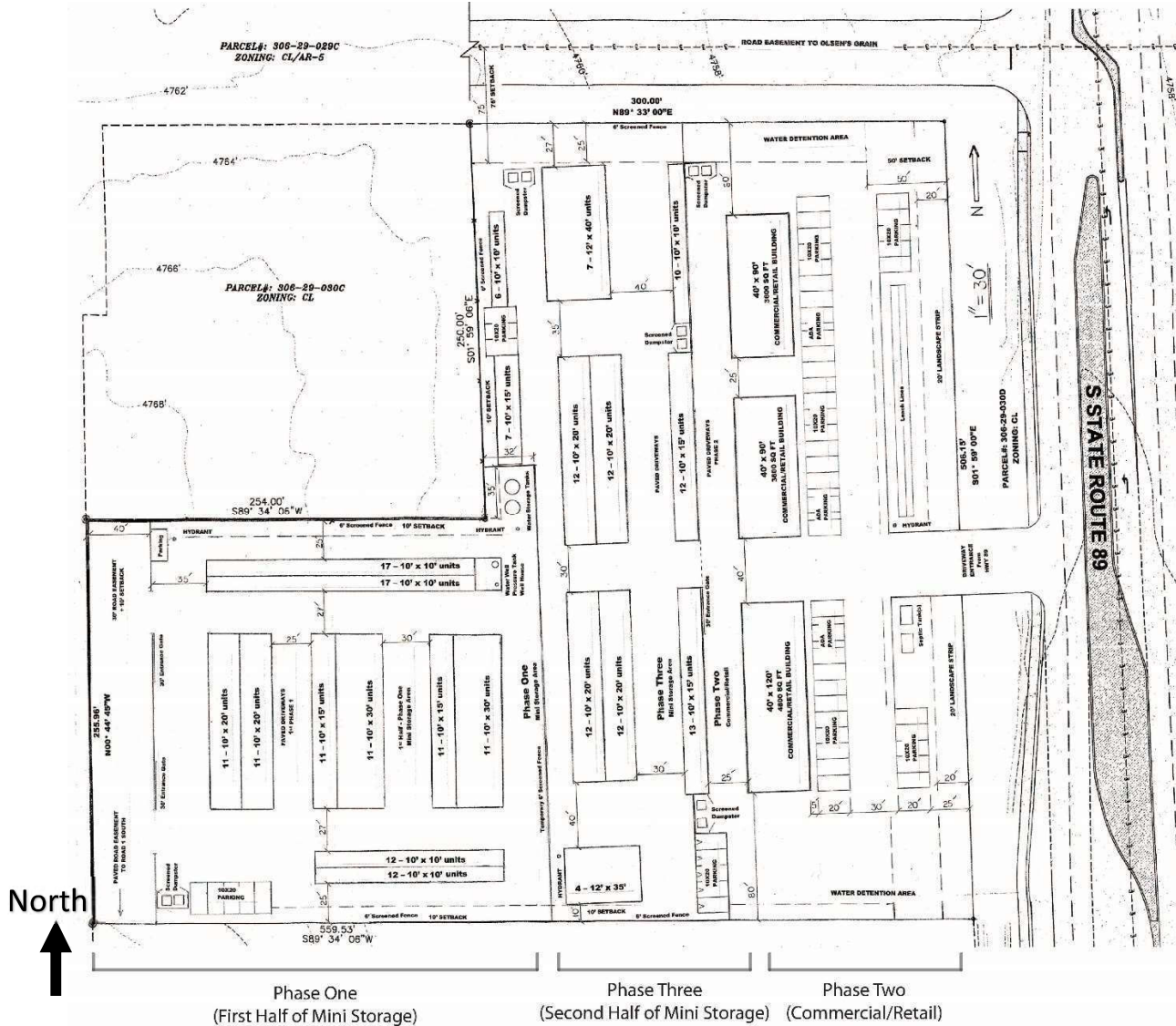
ONE NEIGHBORS IN ATTENDANCE (MICHAEL OLSEN)

SUMMARY OF ATTENDEE(S') COMMENTS RELATED TO THE PROJECT:

- Applicant has already been in communication with Mr Olsen.
- Mr Olsen is in support of the project.
- Questions about type of retail, possible fencing along property lines, and driveway improvements arose.

ADDRESS: SOUTH OF 346 SOUTH STATE ROUTE 89

Site Plan Submitted by Applicant at Point of Submission



ATTACHMENT E
STAFF RESEARCH



STAFF RESEARCH – CUP

CASE #: CUP-2022-03

CASE PLANNER: BETHAN HENG

I. PROJECT DATA

Project Location:	South of 346 South State Route 89, Chino Valley, Arizona					
Parcel Number(s):	306-29-030D					
Parcel Size(s):	4.99 Acres					
Total Acreage:	4.99 Acres					
Proposed Dwelling Units:	N/A					
Address:	N/A					
Applicant:	Lu Family Company LLC					
Applicant's Agent:	Richard Ivie - R.D. Ivie Construction LLC					
Land Use Conformity Matrix:	Conforms:	Yes	X	No		
Zoning Overlay	PAD			N/A		

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Commercial Light (CL)	Vacant	Potential Community Core and Commercial/ Multi-Family Residential
North	Agricultural Residential 5-Acre Minimum (AR-5)/ Commercial Light (CL)	Olsen's Grain	Commercial/Multi-Family Residential
South	Commercial Light (CL)	Vacant	Potential Community Core
East	Commercial Light (CL)	Vacant / National Bank of Arizona	Potential Community Core and Commercial/ Multi-Family Residential
West	Agricultural Residential 5-Acre Minimum (AR-5)/ Commercial Light (CL)	Olsen's Grain	Commercial/Multi-Family Residential

Prior Cases or Related Actions:					
Type	Conforms				Cases, Actions or Agreements
Pre-Annexation Agreement	Yes		No	X	
Annexation	Yes	X	No		November 13, 1970 – 1 st Annexation
General Plan Amendment	Yes		No	X	
Development Agreement	Yes		No	X	

**ATTACHMENT E
STAFF RESEARCH**

Rezone	Yes	X	No		April 24, 2003 – Rezone Request from Commercial Light and Agricultural Residential 5-Acre Minimum (CL/AR-5) to Commercial Light (CL)
Subdivision	Yes		No	X	
Conditional Use Permit	Yes		No	X	
Pre-Application Meeting	Yes	X	No		January 26, 2022 – PA-2022-02 September 14, 2022 – PA-2022-70 October 12, 2022 – PA-2022-79 November 9, 2022 – PA-2022-86
Enforcement Actions	Yes	X	No		November 25, 2013 – Complaint concerning 40’ Trailer being used for off-site signage.
Land Division Status:	Yes	X	No		1980 – APN 306-29-020 became APN 306-29-030A October 1, 2004 – Division of APN 306-29-020A to APN 306-29-030C and APN 306-29-030D
Irrigation District:			N/A		
<u>Detailed Narrative</u>		The applicant intends to develop the site for a 40,000 sq ft Mini-Storage facility, with units ranging in size from 10’x10’ to 12’x40’. The site will also include 12,000 sq ft of new Commercial/Retail space to the front of the property facing South State Route 89. The Commercial/Retail space will satisfy the Community Core requirement as designated by the General Plan. The development will occur in three (3) phases. The first half of the proposed Mini-Storage units will be completed in Phase 1, and the full extent of the Commercial/Retail space will be completed in Phase 2. The remainder of the Mini-Storage Units will be completed in Phase 3.			

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:		
Land Use Designation:	Potential Community Core and Commercial/ Multi-Family Residential	
Issues:	N/A	
Public Services Element:		
Water Facility Plan:	Source:	Existing City of Prescott 8" or 6" Water Main 400' South of Site
Sewer Facility Plan:	Treatment:	8" Exiting Gravity Main 400' East of Site
Issues:	N/A	
Safety Element:		
Flood Plain Designation:	N/A	
Issues:	N/A	
Transportation Element:		
Road Classification	Urban Road with Sidewalks	
Issues:	N/A	
Parks and Rec Element:		

ATTACHMENT E
STAFF RESEARCH

Closest Park:	Center Street Park
Within 1 mile of the Peavine Trail?	Yes – 1 Mile from Center Street Park

NOTIFICATION

- **Legal Ad Published:** (01/11/2023)
- **400' Vicinity Mailing:** (12/14/2022)
- **18 Commenting/Reviewing Agencies noticed:** (12/15/2022)
- **Neighborhood Meeting:** (01/04/2023)
- **Hearing Dates:** (02/07/2023)
- **Comments Due:** (01/02/2023)

<i>External List (Comments)</i>	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Samantha Alvarez – APS	N				
Richard Perez - A.D.O.T.	Y	11/7/2022		X	X
Ralph Baker – C.V.I.D.	N				
Cody Rose - CAFMA	N				
Suzanne Ehrlich – YC ENV	N				
Jose Galvez – YC Health	N				
SparkLight Cable	N				
LUMEN (Previously Centrylink)	N				
Unisource Gas	N				
CVUSD	N				
United States Postal Service	N				
<i>Town of Chino Valley Internal List (Conditions)</i>	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Bethan Heng – Planner (DS)	Y	12/21/2022		X	X
Will Dingee – Senior Planner (DS)	N				
Laurie Lineberry – DS Director	Y	12/21/2022		X	X
Frank Marbury – PW Director	N				
Steve Sullivan – Assistant Engineer (PW)	N				
Dan Trout – CBO (DS)	N				
Damon Stanley or Tracey Dashiell – Code Enforcement	N				
Chuck Winn – Chief of Police (Police)	N				