



Amendment No. 16
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached PCR #15 into the contract adding equipment, pricing and locations under the MPS Operations SOW. There is no change to the contract **amount**.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 - 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR 112 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 8: Incorporating Supplemental Terms and Scope of Work for Austin Energy and adding funds for Austin Energy and the Austin	\$1,731,406.00	\$13,340,806.00

Public Library; incorporating PCR #8		
Amendment No. 9: Incorporating PCR #9 into the contract adding new site to Austin Energy, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 10: Incorporating PCR #10 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 11: Incorporating PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 12: Incorporating PCR #12 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 13: Incorporating PCR #13 into the contract adding equipment, pricing and locations under the MPS Operations (Model B) SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 14: Incorporating the attached amendment (attachment 1) into the contract and extending the term of the Agreement to June 30, 2024 with an increase to the contract amount of \$12,269,782.	\$0.00	\$25,610,588.00
Amendment No. 15 Incorporating PCR #14 adding equipment, pricing and locations under MPS Operations SOW. Connect 2.0	\$0.00	\$25,610,588.00
Amendment No. 16 Incorporating PCR #15 at attachment 1.	\$0.00	\$25,610,588.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative
Contractor Signature: Ann M. Russo
Printed Name: Ann M. Russo
Date: August 8, 2020

JIM HOWARD
Procurement Specialist IV
City of Austin Purchasing

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731



Amendment No. 14
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 8: Incorporating Supplemental Terms and Scope of Work for Austin Energy and adding funds for Austin Energy and the Austin	\$1,731,406.00	\$13,340,806.00

Public Library; incorporating PCR #8		
Amendment No. 9: Incorporating PCR #9 into the contract adding new site to Austin Energy, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 10: Incorporating PCR #10 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 11: Incorporating PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 12: Incorporating PCR #12 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 13: Incorporating PCR #13 into the contract adding equipment, pricing and locations under the MPS Operations (Model B) SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 14: Incorporating the attached amendment (attachment 1) into the contract and extending the term of the Agreement to June 30, 2024 with an increase to the contract amount of \$12,269,782.	\$0.00	\$25,610,588.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: Ann M. Russo

Printed Name: Ann M. Russo

Date: 12/31/18 Authorized Representative

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: [Signature]
Jim Howard,
Procurement Manager – IT
City of Austin Purchasing Office

Date: 12/31/18

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701

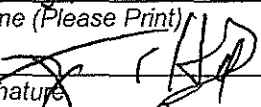
**SERVICES AND SOLUTIONS AGREEMENT
EXTENSION AMENDMENT**

THIS EXTENSION AMENDMENT (the "Amendment") amends the Services and Solutions Agreement Number 7142385 (the "Agreement") between City of Austin ("Customer") and Xerox.

1. Based on Section 1.4 "Term of Contract" of the Agreement and per original Purchase Order, the parties agree to exercise the option to extend the term upon signature of the Agreement until June 30, 2024.
2. Extension is revised to include DIR-TSO-3043 Contract Award replacing DIR-SDD-1683.
3. Exhibit B (Managed Print Services Operations Statement of Work) is hereby amended as follows:
 - a. Device Like for Like Changes - Xerox shall send an email notification to Customer designated staff when like for like Device replacement is completed. Email notification shall include the date the like for like Device replacement was delivered, date the original Device was removed, serial numbers for both Devices, address, and floor/room number.
 - b. Device Moves - Xerox shall send Customer designated staff an email notification when a Device is completed. The email notification shall include model, serial number, address, floor/room number, department, and the date the Device move was completed.
 - c. Device Removals - Xerox shall send Customer designated staff an email notification that a Device has been removed from the Output Environment. The email notification shall include Device model, serial number, address, floor/room number, department, and the date the Device was removed.
 - d. Adds/Changes - Xerox shall send Customer designated staff an email notification when a Device has been delivered and any existing device(s) are removed, per mutual agreement of the Parties prior to Device delivery. The email notification shall include Device model, serial number, address, floor/room number, Device delivery/removal dates.
 - e. Configuration by Xerox Analyst – Xerox, utilizing best effort, shall target the configuration of newly installed Devices within 1 Business Day. Once a Device has been configured Xerox shall send a configuration sheet to Customer's Department IT SPOC and Xerox.
 - f. Access to COA Xerox Portal – Upon receipt of a request by an End User for access to the Xerox Services Portal, Xerox, utilizing best effort, shall target providing said access within five (5) Business Days.
 - g. COA Xerox Portal – Xerox shall, using commercially reasonable efforts, update the Xerox Service Portal within two (2) Business Weeks, upon completion of new Device models are added to citywide contract or when Device models are removed from citywide contract.
 - h. Signature for Receiving Xerox Device – Xerox shall, using commercially reasonable efforts, ensure that a Customer employee signs for any Xerox Device deliveries.
 - i. MACD Processing Time – Xerox shall process MACD submissions within 2 Business Days.

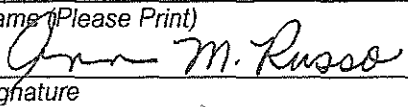
Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the Amendment will control.

City of Austin

JANES T. HOWARD
Name (Please Print)

Signature
IT Procurement Mgr
Title
12/21/18
Date

TX-City of Austin – SSA 7142385 (jmc 12-2018)

XEROX CORPORATION

Ann M. Russo
Name (Please Print)

Signature
Account General Manager
Title
12/31/18
Date

Extension Amendment



Purchase Order - Vendor Multi

Page: 1 / 1

Reference Number	P.O. Date	Price Agreement #	Requestor	Buyer
DO 5600 18102401828 - 1	10/24/18	MA 5600 NC140000016	James Howard, 974-2031	See Solicitation, 512-974-2500

VENDOR	SHIP TO	BILL TO
LISA SOWELL XER5246250 XEROX CORPORATION 6836 AUSTIN CTR BLVD STE 300 AUSTIN, TX 78731-3191	See Commodity Line for Ship To Information	See Commodity Line for Bill To Information

The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS or call the Purchasing Office at (512) 974-2500. Please include above reference number on all packages, deliveries, and invoices.


Line	Quantity	Unit	Comm Code	Commodity Line Description	Unit Price	Extended Amount
1	0.00		98526	Citywide Managed Services Multifunctional Devices	0.000000	\$2,600,000.00

Ship To:	Bill To:	Extended Description
COA Tech Dist Center, Dock S Call 9741785 4201 Ed Bluestein Blvd Austin, TX, 78721-2909	City Of Austin CTM, Accounts Payable PO BOX 1088 Austin, TX, 78767	CITYWIDE MULTI FUNCTION DEVICES

Order Total: \$ 2,600,000.00

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.


Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.


Date



Amendment No. 13
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

13th 7/11/18

1.0 The Contract is hereby amended by incorporating the attached PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 8: Incorporating Supplemental Terms and Scope of Work for Austin Energy and adding funds for Austin Energy and the Austin	\$1,731,406.00	\$13,340,806.00

Public Library; incorporating PCR #8		
Amendment No. 9: Incorporating PCR #9 into the contract adding new site to Austin Energy, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 10: Incorporating PCR #10 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 11: Incorporating PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 12: Incorporating PCR #12 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 13: Incorporating PCR #13 into the contract adding equipment, pricing and locations under the MPS Operations (Model B) SOW, no change to the contract amount.	\$0.00	\$13,340,806.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

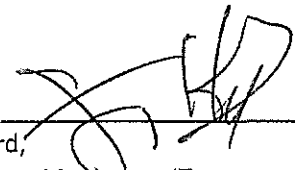
Contractor Signature: Dawn C. Ford

Printed Name: Dawn C Ford

Authorized Representative

Date: 06-28-2018

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: 
Jim Howard,
Procurement Manager – IT
City of Austin Purchasing Office

Date: 6/29/18

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 13
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 8: Incorporating Supplemental Terms and Scope of Work for Austin Energy and adding funds for Austin Energy and the Austin	\$1,731,406.00	\$13,340,806.00

Public Library; incorporating PCR #8		
Amendment No. 9: Incorporating PCR #9 into the contract adding new site to Austin Energy, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 10: Incorporating PCR #10 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 11: Incorporating PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 12: Incorporating PCR #12 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 13: Incorporating PCR #13 into the contract adding equipment, pricing and locations under the MPS Operations (Model B) SOW, no change to the contract amount.	\$0.00	\$13,340,806.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

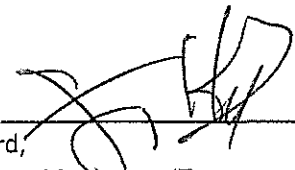
Contractor Signature: Dawn C. Ford

Printed Name: Dawn C Ford

Authorized Representative

Date: 06-28-2018

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: 
Jim Howard,
Procurement Manager – IT
City of Austin Purchasing Office

Date: 6/29/18

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 12
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 8: Incorporating Supplemental Terms and Scope of Work for Austin Energy and adding funds for Austin Energy and the Austin	\$1,731,406.00	\$13,340,806.00

Public Library; incorporating PCR #8		
Amendment No. 9: Incorporating PCR #9 into the contract adding new site to Austin Energy, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 10: Incorporating PCR #10 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 11: Incorporating PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00
Amendment No. 12: Incorporating PCR #12 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00


3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: 

Printed Name: Dawn C Ford

Authorized Representative

Date: 9/12/2017

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: 

Jim Howard,
Procurement Manager – IT
City of Austin Purchasing Office

Date: 9/12/17

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 11
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 8: Incorporating Supplemental Terms and Scope of Work for Austin Energy and adding funds for Austin Energy and the Austin	\$1,731,406.00	\$13,340,806.00

Public Library; incorporating PCR #8		
Amendment No. 9: Incorporating PCR #9 into the contract adding new site to Austin Energy, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 10: Incorporating PCR #10 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 11: Incorporating PCR #11 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change to the contract amount.	\$0.00	\$13,340,806.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

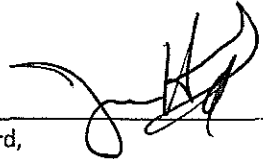
Authorized Representative:

Contractor Signature: 

Printed Name: DAWN C. FORD
Authorized Representative

Date: 7/26/17

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: 
Jim Howard,
Corporate Purchasing Manager – IT Procurement
City of Austin Purchasing Office

Date: 7/26/17

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 10
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached PCR #10 into the contract adding equipment, pricing and locations under the MPS Operations SOW. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 8: Incorporating Supplemental Terms and Scope of Work for Austin Energy and adding funds for Austin Energy and the Austin	\$1,731,406.00	\$13,340,806.00

Public Library; incorporating PCR #8		
Amendment No. 9: Incorporating PCR #9 into the contract adding new site to Austin Energy, no change in contract amount	\$0.00	\$13,340,806.00
Amendment No. 10: Incorporating PCR #10 into the contract adding equipment, pricing and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$13,340,806.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: 

Printed Name: Dawn C. Ford

Authorized Representative

Date: September 29, 2016

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: 
Jim Howard,
Corporate Purchasing Manager – IT Procurement
City of Austin Purchasing Office

Date: 9/30/16

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 9
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached PCR #9 into the contract adding new site to Austin Energy. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 8: Incorporating Supplemental Terms and Scope of Work for Austin Energy and adding funds for Austin Energy and the Austin Public Library; incorporating PCR #8	\$1,731,406.00	\$13,340,806.00

Amendment No. 9: Incorporating PCR #9 into the contract adding new site to Austin Energy, no change in contract amount	\$0.00	\$13,340,806.00
--	--------	-----------------

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: David Farrell

Printed Name: David Farrell

Authorized Representative

Date: 8/8/16

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: Jim Howard

Jim Howard,
Corporate Purchasing Manager – IT Procurement
City of Austin Purchasing Office

Date: 8/9/16

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 8
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended as follows:

- 1) Incorporate the attached Supplemental Terms and Scope of Work for Austin Energy.
- 2) Revise the **Compensation** section to an initial term amount not to exceed \$13,340,806.00. This is an increase of \$1,731,406.00.
- 3) Revise the **Compensation** section to an extension option amount not to exceed \$15,353,134.00. This is an increase of \$3,083,352.00.
- 4) Revise the **Compensation** section to a total contract amount not to exceed \$28,693,940.00. This is an increase of \$4,814,758.00

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare	\$0.00	\$11,609,400.00

Associate, no change in contract amount		
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 8: Incorporating Supplemental Terms and Scope of Work for Austin Energy and adding funds for Austin Energy and the Austin Public Library	\$1,731,406.00	\$13,340,806.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: David Farrell

Printed Name: David Farrell

Date: 6/30/16 Authorized Representative

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: [Signature]
Jim Howard,
Corporate Purchasing Manager – IT Procurement
City of Austin Purchasing Office

Date: 6/30/16

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701

**Supplemental Terms
Austin Energy**

INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Joey Perez
Address	2500 Montopolis Drive
City, State Zip Code	Austin, Texas 78741

The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;

The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

CONTRACT MANAGER: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Austin Energy – Joey Perez

2500 Montopolis Drive

Austin, Texas 78741

Joey.Perez@austinenergy.com

(512) 322-6043

Modifications for AE from Citywide MPS Operations SOW

2.3 AE Site Plan Design Criteria

Following the completion of Due Diligence, Xerox shall propose an Optimal State Site Plan by selecting the most appropriate Equipment from among the models defined in Exhibit C. Xerox shall configure the selected Devices based upon Customer Print Guidelines and other specifications as mutually agreed upon by the Parties.

In order to arrive at a recommendation for the Future State, Xerox shall reference Xerox's response to AE's RFQ and map existing Impression Volumes against Devices in the Current State Output Environment (all such information to be used shall be that which was collected during Due Diligence or Customer-provided) in order to understand the current topology. Based on an analysis of this information, Xerox shall develop an Optimal State Site Plan or standard Site configuration, which will form the basis of the recommended configuration for the Optimal State. Any remaining liabilities on Existing Devices may limit Xerox's ability to remove or replace the unneeded Current State Devices, which may impact the Site Plan.

The AE Site Plan Design Criteria may include the following and any deviations from the Site Plans, based AE Site Design Criteria, and may result in changes to the Pricing under this SOW.

- End User to Device ratio of 17:1
- Color Capable to Mono Device of ratio 1.5:1
- 100% Duplex capable Equipment
- Wide-Format Printers

3 OPTIMAL PHASE

3.2 Xerox Equipment Training

Xerox will provide End User training On-Site for each Site that has reached the Optimal State, beginning in the Implementation Phase, and continuing through the Optimal Phase. Xerox shall provide End User training for all Equipment following installation. Xerox will make reasonable efforts to provide training that covers the Equipment adequately, at a level appropriate for the End User being trained. This will include clearing paper jams, replacing toner cartridges, printing self-test pages, fixing simple error messages, reporting problems to Help Desk, how to use common features from the PC, recycling cartridges, and ordering Supplies. Xerox will also provide training materials, including job aids and other reference materials via our web-based training to be located on the Web Services Portal as mutually agreed. Xerox will provide one (1) hour training session per each group of ten (10) designated Customer administrators. This training will be On-Site at agreed upon Device locations. The training sessions for Administrators are not to exceed sixty (60) sessions (or sixty (60) hours) during the Initial Term of this SOW and will be held during pre-planned days/times as mutually agreed upon. If Customer requests additional training beyond the sixty (60) sessions, these will be quoted upon request. Please refer to Exhibit O for Wide-Format Printer training.

3.3 Xerox Help Desk

Xerox shall provide a single point of contact for the Customer's Services Help Desk to engage using the DocuCare Associates, who will be contacted via email. The Xerox Help Desk service will be available for maintenance and technical support of Devices from 8 AM to 5 PM Local Time excluding Customer holidays. Proactive Incident support is available only for Network-Attached Devices that are fully compliant with the Xerox Tools. If an Incident is identified as an issue that the Customer is responsible for resolving, including without limitation, desk-side support, print queue/print server, network connectivity, then the Xerox Help Desk or the DocuCare Associates will re-route the Incident to the Customer's Help Desk via the ServiceNow system for closure/resolution, along with available problem identification information provided to Xerox. The Customer's Services Help Desk shall be the process owner for End User feedback of all reactive Break-Fix Incidents from initial identification to closure/resolution of the ticket. Xerox will provide Customer a quarterly Incident report from the Xerox Tools.

3.3.1 Standard Help Desk Services

The Xerox Help Desk manages Incidents and escalates such Incidents if necessary. The Help Desk also provides reactive and proactive support for Break Fix and Consumables Incidents. Remote diagnostics are used by the Xerox Help Desk. Xerox technicians and third party service providers are dispatched as necessary for elevated Incidents. Standard Help Desk Services include, without limitation, (a) Consumables ordering; (b) MACD administrative support; and (c) asset database management. Xerox Help Desk will support the English language as a standard. Other languages may be available at an additional cost.

3.3.2 Reactive Incidents

When the Customer's Services Help Desk (AETCC) submits an email to the Xerox DocuCare Associate, the Xerox DocuCare Associate and Xerox Help Desk will perform problem determination. If the Xerox Help Desk determines the Incident is not due to Hard Device Failure, they will transfer the call back to the Customer's Services Help Desk. If the issue is caused by a Hard Device Failure, Xerox shall contact the Xerox DocuCare Associate to perform remote diagnostics, when appropriate for selected problems and Devices. The Xerox DocuCare Associate will assist Xerox with reasonable remote diagnostics procedures to allow for proper diagnosis and timely resolution. If the Xerox DocuCare Associate cannot resolve the issue or to insure the SLA's outlined, the Xerox DocuCare Associate will notify the Xerox Help Desk to dispatch a technician.

3.3.3 Proactive Incidents

If Xerox Tools detect a Device condition that has exceeded an established threshold, then a Device Remote Alert will be generated and the Incident will be reported to the Xerox Help Desk. Xerox Help Desk shall attempt to resolve the Incident using remote diagnostic tools without Customer intervention. If resolved, the Xerox Help Desk shall close the Incident as resolved. If not resolved, Xerox will contact the Xerox DocuCare Associate to perform remote diagnostics, when appropriate, for selected issues and Devices. The Xerox DocuCare Associate will assist Xerox with reasonable remote diagnostic procedures to provide proper diagnosis and timely resolution. If Xerox is unable to resolve with remote diagnostics, then Xerox will dispatch a technician. Finally, Xerox will update Customer's Services Help Desk/ServiceNow system with the disposition of the Incident via email to designated Customer email distribution list or single email address.

3.3.5 Customer Responsibilities

Customer may perform the following routine maintenance tasks at each Site to minimize delays or downtime for End Users when the DocuCare Associate is not currently available:

- a) installing Consumables and cartridge-based maintenance kits
- b) remove non-repetitive paper jams
- c) replenish paper

If Customer requests unscheduled preventative maintenance, Xerox may fulfill such request at a previously agreed to charge plus the cost of parts. Such charges will be billed to Customer separately.

Additionally, Customer is responsible for the following, which are conditions precedent to Xerox's effective delivery of the Services and SLA compliance described in this SOW: (a) provide a single point of contact with sign-off authority to work with Xerox; (b) provide written Customer internal escalation procedures to be used by Xerox; (c) provide reasonable accessibility to each Site; and (d) provide Customer contact information for remote problem determination and resolution efforts if needed. (e) Provide access to ServiceNow for PC and mobile devices

Additionally, once Devices have been certified by Customer in the Output Environment, any printing issues and Faults not caused by a Hard Device Failure are the responsibility of Customer.

Note: Xerox will work with Customer to resolve non-Hard Device Failures where applicable.

3.4 Consumables Management

Xerox will provide all Consumables for Devices and use Xerox Tools to monitor In-Scope Network-Attached Equipment that are capable of reporting Consumable conditions. Xerox will proactively replenish Consumables on an as-needed basis once they have been run to their pre-configured threshold. Consumable replenishment thresholds will be identified by department, based on Device usage. The Xerox DocuCare Associates will monitor and manage Consumables inventory. AE will provide adequate storage space with lock for Consumables at Sites. Xerox will also provide a reactive Consumables ordering process for any stand-alone Equipment (if applicable) or Network-Attached Equipment that are not capable of reporting on Consumable conditions.

In order to maximize Consumables utilization, Customer agrees that all Consumables will be run to their cease function point before being replaced.

3.4.3 Consumables Delivery and Disposal

Xerox will ship Consumables to designated Sites using common carriers such as Federal Express, United Parcel Service, or other non-Xerox agents. Consumables will be stored at designated Sites for distribution by Xerox DocuCare Associates. The Xerox DocuCare Associates shall distribute or install Consumables to respective Devices at each Site as their availability allows (Device hardware failures shall take priority). Standard ground shipping expenses for Consumables are included in the charges for the item. Standard ground shipping delivery times are 3-5 Business Days. Second (2nd) day, overnight, and other expedited shipping charges will be billed separately when approved in advance by the Parties in writing. Xerox will include the DocuCare Associates as the points of contact with the Device and/or the request for Consumables on the shipping label.

6.4 Third Party Hardware Pricing

Third Party Hardware and services are for Wide-Format Printers as outlined below in Table 1.

EXHIBIT H: DOCUCARE SERVICES

Customer DocuCare Associates will be provided as full time staff resources for the Term of this SOW, and are not intended to be part-time resources. These Services will be provided During Normal Working Hours,

DocuCare is enabled by deploying a Xerox certified DocuCare Associate(s) to:

- Serve as first responders for service call Incident support as alerted by Xerox Tools and Xerox Help Desk.
- Understand common machine fault codes and how to correct them
- Employ preventative maintenance to address high-frequency service items
- Diagnose and correct copy and print quality problems
- Establish a consumables inventory for responsive On-Site Services Work in partnership with the Customer, on a best effort basis, to ensure Equipment meets security defaults as outlined in this SOW
- Coordinate Consumables delivery and assist as needed to ensure Sites have adequate inventory
- Perform high level refresher training
- Assist with recycling efforts as available
- Install Consumables and cartridge-based maintenance kits as Xerox DocuCare resources are available
- Contact the Customer's Services Help Desk or End User as outlined in the Help Desk process.
- Diagnose and correct common image quality problems.
- Promote service technician call avoidance, by demonstrating the use of eService web-based tools that provide self-help, how-to information, troubleshooting guidelines, and other technical resources to resolve problems locally. This requires the DocuCare Associate to have access to a computer and to the Internet at Customer's Site.
- Initiate web-based service calls to Xerox service engineer. This requires the DocuCare Associate to have access to a computer and to the Internet at Customer's Site as well as a cubicle with locked cabinet.
- Clean Equipment and distribute Consumables to Equipment locations supported under this SOW.
- Upon completion of a service request, inform Customer of the resolution to the problem.

DocuCare Service is incremental to the standard Xerox Equipment maintenance agreement for Break Fix Management. DocuCare compliments the standard Equipment Break Fix Management by providing preventative maintenance and first responder services. The DocuCare Associate is able to identify potential problems and proactively make necessary replacements and minor repairs – before a problem arises. The DocuCare Associate is also able to assist in more advanced service and repair activities by serving as an interface to off-Site technicians and remote diagnostic systems. . DocuCare Associates will prioritize Devices that down due to hardware failure over Consumable, preventative maintenance, and non-repetitive paper jams (excludes paper jams on plotter Devices).

Note: Customer is responsible for any background checks. Xerox will provide Customer the name, contact number, and email address of all DocuCare Associates for completion of background check process.

DocuCare Associates

Xerox will provide two (2) DocuCare Associates. The DocuCare Associates will support the Sites starting no later than the first day of the month following achievement of the Optimal State, targeted as 09/01/2016.

DocuCare Sites

DocuCare Services will be provided for all In-Scope Equipment.

EXHIBIT O: WIDE-FORMAT PRINTERS

Delivery and Service Locations:

1. Kramer E – 2526 Kramer Lane, Building E, Austin, TX. 78758
2. Kramer C – 2412 Kramer Lane, Building C, Austin, TX. 78758
3. 811 – 811 Barton Springs Rd, 6th Floor, Austin, TX, 78703
4. St. Elmo – 4411 Meinardus Drive, Austin, TX, 78744
5. Montopolis – 2500 Montopolis Drive, Austin, TX, 78704

Equipment:

1. Three (3) Kip 7770 High Volume Wide Format Printer
2. Four (4) Kip 7170 Convenience Wide Format Printer
3. Four (4) Kip 1200 Auto Stacking Output Table

KIP 7170 Specifications

System Configurations

2 Roll Print/Copy/STF with Color STF B&W wide format printer with integrated scan system. Stacking Systems (standard) Integrated top stacking - up to 50 sheet capacity.
Stacking Systems (optional) Rear print tray, print & original stacking system, KIP 1200 stacker.
Folding Systems (optional) KIPFold 1000, KIPFold 2800

General

Print Technology Electrophotography (LED) with organic photoconductor (OPC) and closed toner system
Speed 6 D / 3.3 A0 size pages per minute, FPOT (First Print Output Time) 21 seconds D / A1 size page
Warm Up Time Instant from standby, <4.5 minutes from startup
Configurations Multifunction system (print/copy/scan) 2 rolls
Electrical Requirements 120 V +6% or -10%, 50/60 Hz, 15 Amps / 220 - 240 V, 50/60 Hz, 7 A
Power Consumption Sleep: <14 W Printing: 1.5 kW
Dimensions 63" (w) x 28" (d) x 59" (h) / 1590 mm (w) x 700 mm (d) x 1510 mm (h)
Weight 538 lb. / 244 kg

Printer

Print Resolution 600 x 2400 dpi
Paper Capacity 3000 sq. ft. / 297 sq. m roll media
Output Sizes Width 11" - 36" / 297 - 914 mm
Output Sizes Length: 20' / 6 m (standard), 500' / 152 m (optional)
Paper Weight Bond-Plain 18-24 lb. / 64-90 gsm, vellum-translucent-tracing 18-20 lb. / 80 gsm, film 3.5-4

mil / 75 micron Media Type Bond-plain, vellum-translucent-tracing, film (compatible with recycled & colored bond)

Controller

Controller Type KIP System K Controller with Windows 7 Embedded

Memory 2 GB DDR3 standard - upgradable to 4 GB

Hard Drive 320 GB minimum unlimited upgrade

Compatible File Formats PDF, PDF-A, DWF, HPGL 1/2, HP-RTL, Calcomp 906/907, CALS Group 4, TIFF Group 4, PCX, CIT/TG4, Uncompressed, Grayscale TIFF, TIFF Packbits, PNG, JPEG

KIP 7170 Scanner

Scanner Type Fully Integrated - C.I.S. with KIP RTT Technology

Scan Resolution 600 x 600 dpi optical resolution

Scan Speed Up to 38.5 ft. per minute / 195 mm per second (B&W) Up to 13 ft. per minute / 66 mm per second (Color) Scan Format TIFF, Multipage TIFF, PDF, PDF-A, Multipage PDF, DWF, Multipage DWF, JPEG, CALS

Scan Destination Local USB (removable media), unlimited system mailboxes (local), unlimited FTP, unlimited SMB, unlimited cloud connect to OneDrive, Google Drive or Dropbox, Box.com, Microsoft SharePoint & Microsoft Office 365 Online™

Original Size Width 11" - 36" / 297 mm - 914 mm

KIP 7770 Specifications

System Configurations

2 Roll Print System B&W wide format printer

4 Roll Print System B&W wide format printer

Stacking Systems (optional) Integrated top stacking - up to 50 sheet capacity

Stacking Systems (optional) High capacity print tray, KIP 1200 stacker

Multifunction Scanning Systems (optional) KIP 720 CIS scanner

Production Scanning Systems (optional) KIP 2300 CCD scanner

Folding Systems (optional) KIPFold 1000, KIPFold 2800

Media Capacity Upgrade (optional) Additional 2 roll media drawer to increase capacity from 2 rolls to 4 rolls

General

Print Technology Electrophotography (LED) with organic photoconductor (OPC) and closed toner system

Speed 9 D / 5 A0 size pages per minute, FPOT (First Print Output Time) 18 seconds D / A1 size page

Warm Up Time Instant from standby, <4 minutes from startup

Configurations Printer or multifunction system (print/copy/scan) 2 or 4 rolls

Roll Options 2 or 4 rolls - 11" - 36" / 297 mm - 914 mm roll width

Electrical Requirements 220-240 V, 50/60 Hz, 16 A

Power Consumption Sleep: <14 W Printing: 2.0 kW

Dimensions 67" (w) x 29" (d) x 59" (h) / 1702 mm (w) x 725 mm (d) x 1510 mm (h) with front delivery tray

Weight 2 Roll: 734 lb. / 333 kg 4 Roll: 827 lb. / 375 kg

Printer

Print Resolution 600 x 2400 dpi

Paper Capacity 3000/6000 sq. ft. / 297/558 sq. m, max 2/4 rolls

Output Sizes Width 11" - 36" / 297 mm - 914 mm

Output Sizes Length: 20' / 6 m (standard), 79' / 24 m (optional)

Paper Weight Bond-Plain 18-24 lb. / 64-90 gsm, vellum-translucent-tracing 18-20 lb. / 80 gsm, film 3.5-4 mil / 75 micron Media Type Bond-plain, vellum-translucent-tracing, film (compatible with recycled & colored bond)

Controller

Controller Type KIP System K Controller with Windows 7 Embedded

Memory 2 GB DDR3 standard - upgradeable to 4 GB

Hard Drive 320 GB minimum unlimited upgrade

Compatible File Formats PDF, PDF-A, DWF, HPGL 1/2, HP-RTL, Calcomp 906/907, CALS Group 4, TIFF Group 4, PCX, CIT/TG4, Uncompressed, Grayscale TIFF, TIFF Packbits, PNG, JPEG

Optional KIP 720 Scanner

Scanner Type C.I.S. with KIP RTT Technology

Scan Resolution 600 x 600 dpi optical resolution

Scan Speed Up to 8 ips / 203 mm per second (B&W) Up to 2.6 ips / 66 mm per second (Color)

Scan Format TIFF, Multipage TIFF, PDF, PDF-A, Multipage PDF, DWF, Multipage DWF, JPEG, CALS

Scan Destination Local USB (removable media), unlimited system mailboxes (local), unlimited FTP, unlimited SMB, unlimited cloud connect to OneDrive, Google Drive or Dropbox, Box.com, Microsoft SharePoint & Microsoft Office 365 Online™

Original Size Width 8.5" - 36" / 210 mm - 914 mm

Original Thickness Up to 1.6 mm thick

Interface USB 2.0

Dimensions 45" (w) x 14" (d) x 6.3" (h) / 1140 mm (w) x 360 mm (d) x 160 mm (h)

Weight 53 lbs. / 25 kg

Electrical 100-240 V AC 50/60 Hz

Power Consumption <50 W

Delivery Check List:

Item	Blg E - 1	Blg C - 1	Blg E - 2	Blg C - 2	811	Montopolis	StElmo
Phase	1	1	2	2	3	3	4
Delivery #	1	2	3	4	5	6	7
Machine	7770	7770	7770	7170	7170	7170	7170
Upstairs	Yes	Yes (No Elevator)	Yes	No	Yes	Yes	No
Machine Electrical	NEMA6-20	NEMA6-20	NEMA6-20	IEC60320:C13	IEC60320:C13	IEC60320:C13	IEC60320:C13
Scanner Electrical	IEC60320:C13	IEC60320:C13	IEC60320:C13				
Stacker	Yes	Yes	Yes	No	Yes	No	No
Stacker Electrical	IEC60320:C13	IEC60320:C13	IEC60320:C13		IEC60320:C13		
Network Drop	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Configuration Check List:

1. Kip Local UI and Web UI
 - a. Machine Configuration with Host Name and MAC Address
 - b. Input DNS Address and Resolve Permissions
 - c. Input SMTP Address and Resolve Permissions
 - d. Input SMB Address and Resolve Permissions
 - e. Set up SSL/TLS
 - f. Set up IPsec
 - g. Set up Image Overwrite (Optional)
 - h. Set up Network Authentication (Optional)
2. Kip SystemK – Windows Embedded Operating System
 - a. Install anti-virus software (Optional) licensed by AE
 - b. Manage automatic updates
 - c. Manage open and closed port settings
 - d. Manage user access and remote access
 - e. Manage VNC Service (Optional)
3. Kip PrintPro Client Software (Optional)
 - a. Install client utility on selected End Users systems as Admin
 - b. Desktop security managed by AE

Pre-installation Process:

1. AE must provide all dedicated electrical lines, network-drops and service space surrounding the Kip Wide Format Devices at each location.
2. Xerox to add host name to wide format devices provided by AE.
3. Xerox will provide recommended printer files and drivers to AE.
4. AE to add printer queue and scan share with permissions for each wide format device.
5. Xerox will provide meter-collection tool upon request.
6. Permissions and firewalls managed by AE.

Deployment:

1. Pre-installation of printer queues, printer host names, scan share authentication resolved, etc. will be accomplished before delivery.
2. Delivery using X delivery services will begin with one Kip 7770 with 1200 Auto Stacker on the second floor of Building E. The set-up and orientation of the printer will be in the exact position as the 30-day trial. Same day delivery for one Kip 7770 with 1200 Auto Stacker in Building C, second floor.
3. Second Delivery Run - will be scheduled once the first two Kip 7770 with 1200 Auto Stackers are installed and operational. Second phase delivery of one Kip 7770 with Auto Stacker to Building E, Second floor, in the same reprographics room as the initially-installed Kip 7770 with 1200 Auto Stacker. Second delivery of Kip 7170 without auto-stacking, to Building C, first floor hallway.
4. Third Delivery Run – Will be scheduled once the second phase is fully installed and operational. Third phase delivery of one Kip 7170 with 1200 Auto Stacking delivered to 811 Barton Springs Road, 6th floor. Second delivery of one 7170 without auto-stacking, to Montopolis.

5. Final Delivery Run – will be scheduled once third phase is installed and complete. St. Elmo Location –We will deliver one Kip 7170 without auto-stacking. Enter thru the front door for delivery.

Training:

Twenty-one (21) hours, three (3) hours per engine for Networking, Installation, and Customer Training included. To be coordinated and completed as part of the implementation plan.

End-User Training:

1. Machine overview (15min.) – Power on to loading paper
 - a. Turning power on and off
 - b. Replacing media roll
 - c. Replacing toner cartridge
 - d. Placing cut sheet media
 - e. Sleep Mode
 - f. Stacking prints on output
2. Basic Operation (30min.) – Walk-up copy and scan
 - a. Copy Mode
 - i. Inserting original
 - ii. Copy job preview
 - iii. Point of interest cropping on touch screen
 - iv. Selecting copy quantity count
 - v. Roll paper selection
 - b. Scan Mode
 - i. Inserting original
 - ii. Copy job preview
 - iii. Point of interest cropping on touch screen
 - iv. Select file scan file format & resolution
 - v. Scan to network file folder
3. Printing Operation (15min.) – Sending print jobs
 - a. Print Driver
 - i. Selecting printer from printer services
 - ii. Selecting paper output size and scale
 - iii. Quantity selection and annotations
 - b. PrintPro.net
 - i. Accessing PrintPro.net via computer web browser
 - ii. Uploading print jobs
 - iii. Managing and editing print jobs
 - iv. Quantity selections and page orientation
 - v. Releasing print job to the printer

Admin-User Training:

1. Service and supply ordering process (15min.)
 - a. Determining serial number and model number for service or supply requests

- b. Placing supply and service orders via email AustinEnergy@dahill.com
 - c. Managing back up supplies
 - d. Recycle program
- 2. Paper mis-feed removal (15min.)
 - a. Opening doors
 - b. Paper feed trays
 - c. Manual feeder
 - d. Transport section
 - e. Fuser section
 - f. Output section
- 3. Periodic updates and preventative service (15min.)
 - a. Checking system software and print driver versions
 - b. Cleaning the scanner glass
 - c. Periodic environmental check
 - d. Meter reads
 - e. Reboot sequence

DocuCare Associates Responsibilities for Wide-Format Printers:

- 1. Be available during Normal Working Hours
- 2. Serve as first responders for service call Incident support.
- 3. Coordinate Consumables delivery and assist as needed to ensure Sites have adequate inventory
- 4. Assist with recycling efforts as available
- 5. Clean Wide-Format Printers and distribute Consumables to Wide-Format Printer locations supported under this SOW.
- 6. Upon completion of a service request, inform Customer of the resolution to the problem.

Service and Supply Process:

- 1. Xerox Associate will place service and supply orders for AE via Xerox Help Desk process.
- 2. Xerox Associate will submit meter readings to Xerox on a quarterly basis for usage overage reconciliation on AE's service and supply account.



Amendment No. 7
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached PCR #7 into the contract adding equipment and locations under the MPS Operations SOW. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00
Amendment No. 7: Incorporating PCR #7 into the contract adding equipment and locations under the MPS Operations SOW, no change in contract amount	\$0.00	\$11,609,400.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the

General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: David Farrell

Printed Name: David Farrell

Authorized Representative

Date: 6/17/16

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: [Signature]
Jim Howard,
Corporate Purchasing Manager – IT Procurement
City of Austin Purchasing Office

Date: 6/17/16

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701

Reviewed and Approved by: _____
Shawn Willett, Deputy Purchasing Officer



Amendment No. 6
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached Updated PCR #6 into the contract adding city sites and a second DocuCare Associate. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract: 7/1/14 – 5/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work	\$0.00	\$11,609,400.00
Amendment No. 6: Incorporating PCR #6 into the contract adding city sites and a second DocuCare Associate, no change in contract amount	\$0.00	\$11,609,400.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: David Farrell

Printed Name: David Farrell

Authorized Representative

Date: 3-17-16

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature: Jim Howard

Jim Howard,
Corporate Purchasing Manager – IT Procurement
City of Austin Purchasing Office

Date: 3/16/16

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701

Reviewed and Approved by: _____
Shawn Willett, Deputy Purchasing Officer



Amendment No. 5
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached Updated PCR #4 into the contract which corrects the equipment models added to the operations Scope of Work in the contract and replaced PCR #4 from amendment No. 4. PCR #5 is also hereby added to the contract which removes and adds sites to the Scope of the contract. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 7/1/14 – 6/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803; no change to contract authorization amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$8,500; no change to contract authorization amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporating PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 5: Incorporating Updated PCR #4 into the contract and PCR #5 which adds and removes sites to the Scope of Work.	\$0.00	\$11,609,400.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

David Farrell 3-18-15

Printed Name: David Farrell
Authorized Representative

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature and Date:

Shawn Willett 3-19-15

Shawn Willett, Corporate Contract Compliance Manager
IT Procurement Team
City of Austin
Purchasing Office

Reviewed and Approved by:

Yolanda Miller 3/24/15
Yolanda Miller, Deputy Purchasing Officer



Amendment No. 4
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

1.0 The Contract is hereby amended by incorporating the attached PCR #4 into the contract which adds additional equipment models to the operations Scope of Work in the contract. There is no change to the contract amount.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 7/1/14 -- 6/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803; no change to contract authorization amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500; no change to contract authorization amount	\$0.00	\$11,609,400.00
Amendment No. 4: Incorporated PCR #4 into the contract adding equipment models 5865APT (basic and fully loaded) and 7225PT, no change to contract amount	\$0.00	\$11,609,400.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:



1-23-15

Printed Name: David Farrell
Authorized Representative

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature and Date:



1/26/15

Shawn Willett, Corporate Contract Compliance Manager
IT Procurement Team
City of Austin
Purchasing Office

Reviewed and Approved by:


Yolanda Miller, Deputy Purchasing Officer



Amendment No. 3
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

- 1.0 The Contract is hereby amended by incorporating the attached PCR #3 into the contract which adds an additional XDM to the operations Scope of Work in the contract. There is no change to the contract amount.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 7/1/14 – 6/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803; no change to contract authorization amount	\$0.00	\$11,609,400.00
Amendment No. 3: Incorporating PCR #3 into the contract adding a second XDM to the Scope for a total cost of services not to exceed \$6,500; no change to contract authorization amount	\$0.00	\$11,609,400.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Raj Nagpal

Printed Name: RAJ NAGPAL
Authorized Representative

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

FINANCE DIRECTOR

10/17/2014

Signature and Date:

Shawn Willett 10/17/14

Shawn Willett, Corporate Contract Compliance Manager
IT Procurement Team
City of Austin
Purchasing Office

Reviewed and Approved by:

Yolanda Miller, Deputy Purchasing Officer



Amendment No. 2
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

- 1.0 The Contract is hereby amended by incorporating the attached PCR #2 into the contract which adds device packing and transportation services to the contract. There is no change to the contract amount.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 7/1/14 – 6/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract adding devices and sites, no change to contract amount	\$0.00	\$11,609,400.00
Amendment No. 2: Incorporating PCR #2 into the contract adding device packing and transportation services for a total cost of services not to exceed \$76,803; no change to contract authorization amount	\$0.00	\$11,609,400.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:



Printed Name: Thomas A. Case
Authorized Representative 9-30-14

Xerox Corporation
6836 Austin Center Blvd
Austin, Texas 78731

Signature and Date:

 9-30-14

Shawn Willett, Corporate Contract Compliance Manager
IT Procurement Team
City of Austin
Purchasing Office

Reviewed and Approved by:


Yolanda Miller, Deputy Purchasing Officer



Amendment No. 1
to
Contract No. NC140000016
for
Citywide Managed Services Multifunctional Devices
between
Xerox Corporation
and the
City of Austin

- 1.0 The Contract is hereby amended by incorporating the attached PCR #1 into the contract which adds additional equipment to the Scope and changes some of the sites covered under the agreement. There is no change to the contract amount.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 7/1/14 – 6/30/19	\$11,609,400.00	\$11,609,400.00
Amendment No. 1: Incorporated PCR #1 into the contract, no change to contract amount	\$0.00	\$11,609,400.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

 9-17-14

Printed Name:
Authorized Representative

Xerox Corporation
6636 Austin Center Blvd
Austin, Texas 78731

Signature and Date:

 9-17-14

Shawn Willett, Corporate Contract Compliance Manager
IT Procurement Team
City of Austin
Purchasing Office

Reviewed and Approved by:

 9/18/14
Mike Benson, Chief Administrative Officer

EXHIBIT J: PROJECT CHANGE REQUEST

Customer	City of Austin	Project	MPS Operations SOW between Xerox and the City of Austin
Address	PO Box 1088 Austin, TX 78767	Description	Add 5 addresses to the Operations MPS SOW Add second on-site DocuCare Associate

Customer Contact	Jim Howard	Phone	512-974-2031	Email	Jim.Howard@austintexas.gov
Client Manager	Pattie McKenzie	Phone	512-343-5623	Email	Pattie.McKenzie@xerox.com
Client Ops Dir.	Michael Johnson	Phone	512-794-3446	Email	Michael.j.johnson@xerox.com
AOB	Kevin Brown	Phone	512-343-5625	Email	Kevin.brown@xerox.com

Initiator Information

Name of person who initiated change:	Xerox or Customer Initiated?
Stephanie Moorer – City of Austin Michael Johnson - Xerox	City of Austin and Xerox

PCR information

PCR Number	#6
Last plan update:	Current plan location:
March 24, 2015	Signed by the parties and being delivered
Nature of work:	
<p>The changes outlined in this PCR represent adding city sites under the MPS Operations SOW, and adding a second DocuCare Associate to the contract at the rate published on the current DIR contract. This PCR is governed by the terms and conditions of the Department of Information Resources ("DIR") Contract # DIR SDD 1683 Agreement and its appendices, as applicable. The Parties will execute an SSA #7142385 for this SOW and the MPS Operations SOW. In the event of a conflict between this PCR and the documents that comprise the SOW and the Agreement, such conflict shall be resolved by giving precedence in the following order of precedence (descending order):</p> <ul style="list-style-type: none"> • DIR Contract # DIR SDD 1683 Appendix E to Contract #DIR SDD 1683 • SSA #7142385 DIR • Contract Between the City of Austin ("City") and Contractor for Citywide Managed Services Multifunctional Devices • Xerox MPS Operations SOW • Project Change Requests (PCR's) 	

1. Detail breadth of change to project price:

Adding sites as outlined – no impact to price
Adding second on-site DocuCare Associate.

2. Detail breadth of change to project schedule, including organizational responsibility:

Add the following sites:


9117 Anderson Mill Road
Austin, TX 78729
4621 S. First Street
Austin, TX 78745
5700 N. Lamar
Austin, TX 78752
2105 Andrew Zilker Rd.
Austin, TX 78746
2800 Hancock Drive
Austin, TX 78746

Adding a second onsite DocuCare Associate at a rate of \$4836 per month.

3. Detail breadth of change to project technical specification, including organizational responsibility:

Reference the detail and applicable site language within the existing Xerox Operations SOW.

CHANGE APPROVAL

Total Price of Scope/SOW Changes:		\$ 4836	
Effective Date of Change		April 1, 2016	
Xerox Change Authority (Xerox Signature)		Customer Change Authority (Customer Signature)	
x 		X	
(Xerox printed name)*	Date	(Customer printed name)*	Date
David Farrell	3/17/16		



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

June 30, 2014

Xerox Corporation
Mike Masters
6836 Austin Center Blvd.
Texas Public Sector GM
Austin, TX, 78731

Dear Mike:

The Austin City Council approved the execution of a contract with your company for Citywide Managed Services Multifunctional Devices in accordance with the referenced solicitation.

Responsible Department:	Communications & Technology Management
Department Contact Person:	Sam Farias
Department Contact Email Address:	Sam.Farias@austintexas.gov
Department Contact Telephone:	(512) 974-8766
Project Name:	Citywide Managed Services Multifunctional Devices
Contractor Name:	Xerox Corporation
Contract Number:	MA-5600-NC140000016
Contract Period:	July 1, 2014 through June 30, 2019
Dollar Amount:	Not-to-exceed \$11,609,400.00 per initial contract term and \$12,269,782.00 for the extension option
Extension Options:	One 60-month option
Agenda Item Number:	51
Council Approval Date:	June 26, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-2274.

Sincerely,

Shawn M. Willett

Shawn M. Willett
Corporate Contract Compliance Manager
IT Contract Management and Procurement Team
Purchasing Office
Finance Services Department

cc: Sam Farias, CTM

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Contractor ("Contractor")
for
Citywide Managed Services Multifunctional Devices**

This contract is between Xerox Corporation having offices at 6836 Austin Center Blvd., Austin, Texas 78731, and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor's DIR Contract No. DIR-SDD-1683.

1.1 This Contract is composed of the following documents:

- 1.1.1 DIR Contract (DIR-SDD-1683), Appendix A ("Standard Terms and Conditions For Product and Related Services Contracts"), Appendix E ("Services and Solutions Agreement"), and Appendix F ("Xerox Print Services Addendum")
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Xerox Operational Statement of Work
- 1.1.5 Exhibit C, Contractor's Offer, including subsequent clarifications
- 1.1.6 Exhibit D, RFO Statement of Work
- 1.1.7 Exhibit E, Non-Discrimination Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 DIR Contract as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 Xerox Operational Statement of Work as referenced in Section 1.1.4, including subsequent clarifications
- 1.2.5 The Contractor's Offer as referenced in Section 1.1.5
- 1.2.6 RFO Statement of Work as referenced in Section 1.1.6

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect for an initial term of sixty (60) months and may be extended thereafter for one additional sixty (60) month period for a total contract period of one-hundred and twenty (120) months, subject to the approval of the Contractor and the City Purchasing Officer or his designee. Under section 4, item E of General Provisions provided for in Appendix A of the DIR Contract DIR-SDD-1683 this contract including all associated terms and conditions shall survive the expiration of DIR-SDD-1683. The City reserves the right to transfer this contract by amendment to future DIR contract(s) that supersede DIR-SDD-1683, if the terms and conditions are favorable to the City.

- 1.4.1 The equipment provided by Xerox shall have full flexibility to cancel, upgrade, and downgrade without penalty during the initial 60-month term. If the City is not totally satisfied with any Xerox-brand Equipment delivered under this Contract, Xerox will, at the City's request, replace it without charge with an identical model or, at Xerox's option, with Xerox

Equipment with comparable features and capabilities. All pricing shall be firm fixed pricing during the initial 60-month term.

1.4.2 Upon expiration of the initial term or period of extension, the contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project [not to exceed one hundred-twenty (120) days unless mutually agreed on in writing].

1.4.3 Upon written notice to the contractor from the City's Purchasing Officer or his designee and acceptance of the contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph 1.4 above.

1.5 **Compensation.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work, as described herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$11,609,400.00 for all fees and expenses with one 60-month extension options in an amount not-to-exceed \$12,269,782.00, for a total contract amount not-to-exceed \$23,879,182.00.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Xerox Corporation

Mike Masters

Printed Name of Authorized Person

Mike Masters

Signature

General Manager

Title:

6/26/2014

Date:

CITY OF AUSTIN

Michael Benson

Printed Name of Authorized Person

Michael Benson

Signature

Chief Administrative Officer

Title:

6/27/2014

Date:

Exhibit A – Supplemental Terms
Exhibit B – Xerox Operational Statement of Work
Exhibit C – Contractor's Offer
Exhibit D – RFO Statement of Work
Exhibit E – Non-Discrimination Certification

Exhibit A Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Michael Johnson, Phone: (512) 294-8626, Email: michael.johnson@xerox.com. The City's Contract Manager for the engagement shall be Sam Farias, Phone: (512) 974-8766, Email: Sam.Farias@austintexas.gov.
2. **Invoices.**
 - A. The contractor shall work with the City to establish a customized invoice that will conform to the City's financial requirements. At minimum, all invoices shall contain a unique invoice number, department name, equipment location, model number, serial number, actual meter readings for black & white and color impressions (no estimated readings will be accepted), monthly base charge, black & white and color overages, and contractual impression allowances. Invoices received without all required information cannot be processed and will be returned to the vendor.
 - B. The contractor shall send electronic copies of all invoices to CTMAPinvoices@austintexas.gov.
 - C. The contractor shall respond to any City request for additional information and/or documentation to support payment within five (5) business days of receipt of request.
 - D. All products and services shall perform to the City's satisfaction, and the City shall not be liable for any payment for products or services which are unsatisfactory and which have not been approved by the City.
 - E. The contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the contract. The contractor shall factor the cost of processing credit card payments into the cost. There may be reasonable additional charges, surcharges, or penalties to the City for payments made by credit card.
3. **Travel Expenses.** No travel expenses are authorized under this Contract.
4. **Equal Opportunity**
 - 4.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
 - 4.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.
5. **Right To Audit**
 - i. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all service records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
 - ii. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6. Term and Termination

6.1 Initial Term

The initial term of this Contract shall be as stated in Section 1 Definitions. This SOW shall remain in force for its full Term until terminated either by Customer or by Xerox upon giving to the other written notice of termination subject to the termination provisions of the Agreement.

6.2 Early Device Termination

See Exhibit B for applicable Equipment termination.

6.3 Early MPS Termination

If Customer terminates MPS Management Services for reasons other than cause or funding, Xerox will invoice Customer for ETCs equal to the amount shown in Table 5 below. Such ETCs shall be in addition to any applicable Device ETCs described above.

Table 5: Early Termination Charges

	Year 1	Year 2	Year 3	Year 4	Year 5
Month 1	396,500	332,900	262,200	183,800	96,700
Month 2	391,400	327,200	256,000	176,800	89,000
Month 3	386,300	321,600	249,700	169,900	81,300
Month 4	381,200	315,900	243,400	162,800	73,400
Month 5	376,000	310,100	237,000	155,700	65,600
Month 6	370,800	304,300	230,500	148,600	57,600
Month 7	365,500	298,500	224,000	141,400	49,600
Month 8	360,200	292,500	217,400	134,100	41,500
Month 9	354,800	286,600	210,800	126,700	33,400
Month 10	349,400	280,600	204,100	119,300	25,100
Month 11	343,900	274,500	197,400	111,800	16,800
Month 12	338,400	268,400	190,600	104,300	8,400

7. **Insurance:** The following insurance requirements apply.

i. **General Requirements.**

1. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
2. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.
3. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
4. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
5. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
6. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
7. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767
8. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
9. If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
10. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
11. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

12. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 13. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
 14. The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- ii. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

1. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

The policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- a. Waiver of Subrogation, Form WC420304, or equivalent coverage.
 - b. Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.
2. **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions.

- a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- b. Contractor/Subcontracted Work.
- c. Products/Completed Operations Liability for the duration of the warranty period.
- d. If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and /or Underground Coverage.

(2) The policy shall include these endorsements in favor of the City of Austin.

- a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
- b. Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
- c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

3. **Business Automobile Liability Insurance.** The contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

The policy shall include these endorsements in favor of the City of Austin:

- a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
- b. Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
- c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

- 6.1.1 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

8. **Hazardous Materials:**

- A. If this project involves hazardous materials, the contractor shall furnish with the offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the offer may subject to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. **Recycled Products:**

- A. The City prefers products that contain recycled materials. When a recycled product is offered, the contractor must state in their offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The contractor shall indicate any energy efficient compliant equipment, recycled packaging, end of product life recycling, and other sustainable practices.

10. **Special Projects and Emergency Services:**

For special projects and emergency services, see Exhibit L of the Xerox Operational Statement of Work.

Exhibit B
Xerox Operational Statement of Work

Exhibit C
Contractor's Offer



April 15, 2014

Xerox Corporation
6836 Austin Center Blvd
Austin, TX 78731

Dawn Ford
Business Development Executive
Dawn.Ford@xerox.com
Tel: 512.248.0906
Cell: 512.897.8419

Ms. Danielle Lord
Corporate Contract Compliance Manager
City of Austin
Municipal Building
124 W 8th Street, Rm 308
Austin, TX 78701

Mike Masters
Texas Public Sector General Manager
Michael.Masters@xerox.com
Tel: 512.794.3416
Cell: 512.762.1213

Dear Ms. Lord:

Thank you for the opportunity to present the City of Austin (City) our Managed Print Services (MPS) proposal in response to your RFO for Citywide Managed Services & Multifunctional Devices. As the undisputed leader in MPS, Xerox is praised by all four major industry analysts (Gartner, IDC, Forrester and Quocirca) for our completeness of vision and our ability to execute our strategy. This, coupled with our unmatched industry experience, perfectly positions Xerox to help the City achieve its goals and objectives.

To help the City reach total office optimization, Xerox will follow a three-phased approach of Assess & Optimize, Secure & Integrate and Automate & Simplify to implement a solution that delivers the following benefits:

- **Added Efficiency and Productivity** – By right-sizing your print environment through strategic implementation and device configuration, we can maximize device utilization, driving down cost and improve employee productivity throughout the office environment.
- **Innovation** – Xerox will continue to introduce innovative concepts and solutions to the City throughout our partnership. Options such as Mobile Printing, Automated Workflow Tools and Software to increase awareness of sustainable printing and content management systems that align to the City objectives outlined in this RFO would be made available to the City through this contract.
- **Sustainability and Cost Savings** – Enacting print policies and digitizing paper-based processes will drastically reduce waste throughout your environment and lessen your environmental impact. By helping you to print for less, and print less, the City will realize significant cost savings.

Our MPS solution leverages our advantages within the marketplace to create a truly enhanced and scalable solution that will transition the City from its current to an optimized future state. As your partner, Xerox will assume the burden of managing your devices, supplies and services allowing the City to focus on their mission of sustainability, providing leadership and coordination for initiatives across the City organization.

We fully understand the requirements in your Request for Offer (RFO) and are confident in our ability to meet your goals. We look forward to the next steps of your procurement process and to becoming the ideal partner to the City.

Regards,

Dawn Ford
Business Development Executive

Mike Masters
Texas Public Sector General Manager