

**EQUIPMENT LEASE AND
MANAGED PRINT SERVICES AGREEMENT**

THIS EQUIPMENT LEASE AND MANAGED PRINT SERVICES AGREEMENT (the “**Agreement**”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and **LEWAN AND ASSOCIATES, INC.**, a Colorado Corporation, whose address is PO BOX 173704, Denver, Colorado 80217-3704 (the “**Lessor**”), referred to herein jointly as the “**Parties**” and individually as a “**Party**”.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. EQUIPMENT LEASE:

A. Equipment: The Lessor shall lease to the City and deliver to the City and make fully and satisfactorily operational such equipment and related goods and materials described in **Exhibit A** (“**Leased Equipment**”), for the purposes specified in and subject to such specifications, terms and conditions as set forth in the attached **Exhibit A**, and in accordance with the lease rates and charges attached hereto as **Exhibit A** (the “**Lease Rates**”), both of which exhibits are incorporated herein by this reference. In addition, the Lessor agrees to provide the City all documentation, including manuals, instructions, safety guides and warranty documentation, with regard to the title, safety, operation and care of the Leased Equipment under this Agreement. Also included in Exhibit A is the Scope of Work describing the Managed Print Services provided by Lessor, Pricing, Optional Add On Software, and the list of Excluded Epson Photo Printers.

B. Oversight: The Lessor shall perform this Agreement in coordination with the Executive Director of the Denver Department of General Services or the Executive Director’s designated representative (the “**Executive Director**”) and the Department employee(s) assigned to oversee the Leased Equipment (the “**Department**”) and make every reasonable effort to fully coordinate with any City agency or any person or firm under contract with the City doing work which affects the Lessor’s performance under this Agreement.

C. Non-exclusivity: The Lessor acknowledges and agrees that this Agreement does not create an exclusive right to lease equipment to the City. The City may enter agreements with other lessors or sellers to provide the same or similar equipment and reserves the right to

select, at the discretion of the Executive Director, the Lessor or seller which is the most cost effective, best suited, and/or most readily able to provide the equipment desired by the City.

D. Managed Print Services: As the Executive Director directs, the Lessor shall diligently undertake, perform, and complete all of the services set forth on **Exhibit A**, to the City's satisfaction. The Lessor is ready, willing, and able to provide the services required by this Agreement. The Lessor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

2. **WARRANTIES; WARRANTY SERVICE; TITLE:**

A. Warranties. The Lessor warrants that all Leased Equipment, including all parts, materials, attachments, components, electronics, systems and other items incorporated into the Leased Equipment (collectively the "**Parts**"), shall be new, unless otherwise specified, and suitable for the purpose used, and will be of good quality, free from faults and defects, and in keeping with common industry standards and that the Parts shall be properly installed into or included as part of the Leased Equipment and made operational in accordance with manufacturer's specifications and standard practices for such Parts and the Leased Equipment, and all of this shall be in conformance with the specifications and requirements of this Agreement. The Lessor's warranty on the Leased Equipment and Parts shall be effective for a one (1) year period upon delivery of the Leased Equipment to the City and shall be extended for one year for any Parts requiring any repair, replacement or corrective action required under the warranty. The Lessor, when requested, shall furnish the Department with satisfactory evidence of the kind and quality of Leased Equipment and Parts and the associated written warranties.

B. Warranty Service. At any time during the prescribed warranty period or any extension thereof, the Lessor shall, at no cost to the City, promptly investigate, repair, replace, or otherwise correct any of Parts which fail or appear to be about to fail, whether due to defect, fault or other cause but not due to clear negligence or misuse by the City or its employees ("**Warranty Service**"). Warranty Service shall be in accordance with the specifications, terms and conditions set forth in **Exhibit A**. In lieu of Warranty Service, the Lessor may, upon prior written approval by the Executive Director, replace a piece of Leased Equipment in need of

Warranty Service with the same or substantially similar piece of equipment for the duration of the lease on the replaced piece of Leased Equipment.

C. Title. The Lessor warrants that the Lessor holds title to all Leased Equipment and Parts, that the lease of the Leased Equipment to the City is rightful and free and clear from any claims or encumbrances that could impair the City's rightful use of the Leased Equipment, and that the Lessor will defend against such claims or encumbrances at no cost to the City and shall replace, if necessary, and at no cost to the City and subject to the prior written approval of the Executive Director, any Leased Equipment that becomes unavailable due to rightful claims or encumbrances against the Leased Equipment.

3. TERM: The Agreement will commence on October 1, 2014 and will expire on September 30, 2020 (the "Term").

4. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The City agrees to pay the Lessor, and the Lessor agrees to accept, as the total compensation for the Leased Equipment during the term of this Agreement a sum not to exceed FIFTEEN MILLION DOLLARS (\$15,000,000.00), which amount shall not be exceeded unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

B. Invoicing: Lease and Print Services payments are to be made to the Lessor by the Department in accordance with **Exhibit A**. Lessor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Lessor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Amendment: The Lessor acknowledges that the City is not obligated to execute an amendment to this Agreement and that any actions undertaken by Lessor beyond that specifically described or allowed under this Agreement or without a fully and properly executed amendment to this Agreement is performed at Lessor's risk and without authorization under this Agreement.

5. TERMINATION & REMEDIES:

A. Termination for Convenience of the City: The Executive Director, upon giving one hundred twenty (120) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the Executive Director. Upon termination, all Leased Equipment and related items shall be returned to the Lessor as prescribed in **Exhibit A**, and the Lessor shall promptly refund any remaining pro rata portion of the lease payment previously made by the City under this Agreement. The Lessor shall have no claim of any kind whatsoever against the City for any termination without cause, except for compensation as described herein.

B. Termination, With Cause, by the Lessor: The Lessor, upon giving written notice to the Executive Director and following thirty (30) days to allow the City to cure, may terminate this Agreement for failure of the City to make the lease payments prescribed in this Agreement. Upon termination, all Leased Equipment and related items shall be returned to the Lessor as prescribed in **Exhibit A**. In any legal action brought by the Lessor, the Lessor shall not be entitled to recover any more than the amount, not previously paid, of the lease payments provided for in this Agreement. Otherwise, the Lessor shall have no claim of any kind whatsoever against the City for any termination without cause, except for said lease payments.

C. Termination, With Cause, by the City: The occurrence of any one or more of the following shall constitute a breach of this Agreement ("**Breach**"), for which the Executive Director may, at the Executive Director's option, terminate this Agreement, with cause, upon written notice to the Lessor, as provided below:

1) The Lessor fails or refuses, within thirty (30) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Agreement, provided that the failure or refusal to perform under this Agreement is not due to matters beyond the Lessor's control such as weather

disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, a strike at a manufacturer or supplier for the Leased Equipment, or widespread unavailability of necessary materials or supplies;

2) There is substantial evidence that it has been or will be impossible for the Lessor to perform under this Agreement required due to matters within the Lessor's control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving Lessor's employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by the Lessor or Lessor's employees;

3) The Lessor has failed, after written request, to perform under this Agreement or to comply with the specifications, requirements, terms and conditions as set forth in **Exhibit A** to this Agreement;

4) The Lessor has made demands for payments not in keeping with **Exhibit A** or the Leased Equipment provided under **Exhibit A**;

5) The Lessor has made an assignment or transfer of, or subcontracts, its responsibilities and obligations under this Agreement without obtaining the Executive Director's written consent or not in conformance with this Agreement;

6) The Lessor fails to obtain, renew, replace, or maintain the insurance coverage required by this Agreement or causes or is at fault for damage to property or injury to persons that is not covered or not adequately covered by insurance and the Lessor fails to remedy the situation to the satisfaction of the Executive Director;

7) The Lessor fails to obtain or properly and timely maintain any financial assurances required by this Agreement;

8) Any lien is filed against City property because of any act or omission of the Lessor and is not timely discharged, unless the Lessor furnishes to the City such bond or other financial assurance reasonably acceptable to the Executive Director to protect the interests of the City;

9) The Lessor has failed, when necessary under this Agreement, to obtain or maintain any required permit or license or has utilized personnel or workers not licensed or registered as required by law;

10) The Lessor has failed to provide warranties or has failed to honor warranties as required by this Agreement or has failed to protect the City's rights to the Leased Equipment under this Agreement against claims and encumbrances;

11) The Lessor has, in the performance of this Agreement, flagrantly or persistently failed or refused to comply with any applicable laws for the protection and safety of the public or fails or refuses to rectify any condition or situation in violation of such safety laws; or

12) The Lessor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Lessor's business.

D. Effect of Termination With Cause: Upon termination for cause under subsection 5.C above, all Leased Equipment and related items shall be returned to the Lessor as prescribed in **Exhibit A**, and the Lessor shall promptly refund any remaining pro rata portion of the lease payment previously made by the City under this Agreement. The City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of the Agreement; b) actual damages or costs caused by Breach of the Lessor; and c) recovery of costs incurred by the City in obtaining new equipment as a result of the Breach of the Lessor. The Lessor shall have no claim of any kind whatsoever against the City for any termination with cause. The City and the Lessor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

6. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Lessor, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Lessor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

7. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the status of the Lessor shall be that of an independent contractor. It is not intended, nor shall it be construed, that the Lessor or the Lessor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. The Lessor is responsible for the operational management, errors and omissions of the Lessor's employees, agents, and subcontractors. Without limiting the foregoing, the Lessor understands and acknowledges that the Lessor and the Lessor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Lessor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. **INSURANCE:**

A. **General Conditions:** The Lessor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Lessor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the policies described in this section are canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the individuals identified in the notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Lessor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured

retention, the City must be notified by the Lessor. The Lessor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessor. The Lessor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: The Lessor shall provide a copy of this Agreement to its insurance agent or broker. The Lessor may not commence services or work relating to the Agreement prior to placement of coverage. The Lessor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Lessor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability and Business Auto Liability, the Lessor's insurer(s), and any subcontractors' insurer(s), shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, the Lessor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Lessor. The Lessor shall include all such subcontractors and subconsultants as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Lessor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: The Lessor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Lessor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Lessor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Lessor executes this Agreement.

G. Commercial General Liability: The Lessor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: The Lessor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Additional Provisions:

(1) For Commercial General Liability, the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Lessor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Lessor's

own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Lessor shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

(4) The insurance obligations set out in this paragraph shall survive the expiration or termination of this Agreement.

8. DEFENSE & INDEMNIFICATION:

A. The Lessor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to performance under this Agreement (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Lessor or its subcontractors or sub-consultants either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

B. The Lessor’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Lessor’s duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City’s negligence or willful misconduct was the sole cause of the alleged damages.

C. The Lessor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Lessor under the terms of this indemnification obligation. The Lessor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. Lessor will, at Lessor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the software, services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Lessor in writing of any claim and cooperate with Lessor and its legal counsel in the defense thereof. Lessor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the software, or (iv) modify or replace the infringing software so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Lessor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Lessor will refund a pro rata portion (based on a 5 year straight line depreciation running from City's final acceptance of the software) of the software license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the software.

10. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S.

11. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES: The Lessor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

12. LIENS AND OTHER ENCUMBRANCES: The Lessor shall not permit any mechanic's or materialman's liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the Lessor, either pursuant to C.R.S. § 38-26-107 or by any other authority. The Lessor shall promptly pay when due all bills, debts and obligations incurred in connection with this Agreement and shall not permit the same to become delinquent. The Lessor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Agreement. The Lessor's obligations set out in this paragraph shall survive the expiration or termination of this Agreement.

13. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: Lessor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Lessor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Lessor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Lessor shall be held in confidence and used only in the performance of its obligations under this Agreement. Lessor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Lessor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Lessor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use and protection of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement, Lessor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Lessor further acknowledges that by

providing data, Proprietary Data or confidential information, the City is not granting to Lessor any right or license to use such data except as provided in this Agreement. Lessor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Lessor from a third party.

(ii) Lessor agrees, with respect to the Proprietary Data and confidential information, that: (1) Lessor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Lessor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Lessor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii) Lessor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Lessor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

14. EXAMINATION OF RECORDS: The Lessor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Lessor, involving transactions related to this Agreement.

15. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Lessor covenants and agrees that the Lessor will not assign, transfer or subcontract the Lessor's rights and obligations hereunder without first obtaining the written consent of the Executive Director. Any assignment or subcontract approved by the Executive Director may require new or extended insurance being provided by the Lessor or the Lessor's assignee or subcontractor, as specified in the Executive Director's written consent. Such consent may be granted or denied at the sole and absolute discretion of said Executive Director.

16. NO THIRD PARTY BENEFICIARY: The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Lessor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Lessor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

18. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force of effect unless embodied in a written amendment to this Agreement executed by the Parties in the same manner as this Agreement. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

19. SEVERABILITY: The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

20. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Lessor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Lessor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Lessor represents that it has

disclosed any and all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Lessor by placing the Lessor's own interests, or the interests of any party with whom the Lessor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Lessor written notice describing the conflict.

21. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By Lessor to: Executive Director of General Services
 201 West Colfax Avenue,
 Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

22. DISPUTES: All disputes of whatsoever nature between the City and the Lessor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code ("D.R.M.C."), § 56-106(b) *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Executive Director of the Department of Executive Director of General Services or Designee.

23. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be

amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

B. Compliance with Law: The Lessor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

26. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Lessor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Lessor further agrees to insert the foregoing provision in all approved subcontracts hereunder.

27. NO EMPLOYMENT OF ILLEGAL ALIENS:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Lessor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Lessor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Lessor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Lessor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Lessor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Lessor is liable for any violations as provided in the Certification Ordinance. If Lessor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Lessor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Lessor from submitting bids or proposals for future contracts with the City.

28. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Lessor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Lessor from City facilities or participating in City operations.

29. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

30. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls

31. SURVIVAL OF CERTAIN PROVISIONS: The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Lessor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period. In addition, all obligations for financial assurances, warranties, and title prescribed in this Agreement shall survive as provided in this Agreement.

32. INUREMENT: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

33. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

34. SECTION HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

35. LEGAL AUTHORITY: The Lessor assures and guarantees that the Lessor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Lessor do hereby warrant and guarantee that he/she or they have been fully authorized by the Lessor to execute this Agreement on behalf of the Lessor and to validly and legally bind the Lessor to all the terms, performances and provisions herein set

forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Lessor or the person(s) signing the Agreement to enter into this Agreement.

36. CITY EXECUTION OF AGREEMENT: This Agreement shall not be or become effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver.

37. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Lessor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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EXHIBIT A

Managed Print Services

SCOPE OF WORK

Lewan and Associates shall implement a Managed Print Services (MPS) program that fits the City and County of Denver's office printing needs. The program shall include all of the City's printing devices, *excluding wide format printers, plotters, dot matrix printers, photo printers* (detail is in the addendum), label printers, Konica Minolta multi-function printers, Toshiba multi-function printers and any other types of printers that do not print on standard office paper sizes (i.e. 5.5" X 8.5", 8.5" X 11", 8.5" X 14", 11" X 17")* under a management and maintenance program with supplies, service, parts and labor included. Paper and staples are also excluded.

*List of Epson photo printers is in Attachment 2 of this Scope of Work.

Lewan and Associates shall provide management and maintenance for print devices that are installed and located throughout the City and County of Denver, including Denver International Airport.

The City recognizes 2 major print device categories with distinct differences:

- | | |
|--|--|
| 1. Single-function printer | 2. Multi-function devices (copier) |
| Status: City Owned (no equipment fee) | Status: Rental (equipment rental fee) |
| Ability: B/W and Color printing | Ability: B/W and Color printing, scan, fax and network print |
| Technology: Inkjet and LaserJet | Technology: LaserJet |

PROGRAM GUIDELINES

1. The City Central Services, a division of General Services Dept will be the program owner representing the City and County of Denver.
2. The term of the MPS contract shall be from the date of final signatures until September 30, 2020.
3. **All MPS copiers supplied by Lewan and Associates will have a final termination date of September 30th, 2020, with extended explanation below:**
Current copiers that come from the City Cost per Copy program contracts with Konica Minolta, Toshiba and Xerox; the City will replace each of them with a new copier from Lewan and Associates as each comes to term. Each new copier installed in 2014, 2015 and 2016 will have its unique 48 months placement, copiers installed during 2017 and beyond will term on Sept 30, 2020. Vendor will allow the occasional request for upgrade and downgrade with no penalty. The City will pay monthly rental payment per rates according to the type of copier installed.

4. One universal rate for Black and White of \$0.0062 per impression and one universal rate for Color of \$0.0550 per impressions shall apply to this program regardless of the type of print device used.
5. Lewan and Associates shall make available to the City 5 bands of Black and White copier and 4 bands of Color copier, for a placement period of 48 months, or a final termination date of Sept 30, 2020, and with detail below.

➤ Band monthly detail is as follows:

Band I (Desktop)	- 35ppm
Band II (Full Size)	- 25ppm
Band III (Full Size)	- 35ppm
Band IV (Full Size)	- 55ppm
Band V (Full Size)	- 65ppm
Band VI (Full Size)	- 90ppm
Band VII (CLR Desktop)	- 37ppm
Band VIII (CLR Full Size)	- 25ppm
Band IX (CLR Full Size)	- 35ppm
Band X (CLR Full Size)	- 45ppm

➤ All copiers shall come with included features as follows:

- All copiers come capable to Scan/Fax/Print/Copy (fax is via Fax server),
- All copiers shall have Network Interface Card
- All copiers shall have PCL with Post Script Print Controller
- All copiers shall have a minimum of 1 GB of RAM (excludes Band I)
- All copiers shall be capable of using the TCP/IP protocol
- All copier shall provide fully automatic duplex printing
- All copiers shall be capable to sort and collate
- All copiers shall have the Convenience features of:
 - Single Touch Scan (excludes Band I, Band II, Band III and Band VII)
 - Xerox Mobile Express Driver
 - Apple Air Print (excludes Band I, Band II, Band III and Band VII – Mobile print available on all devices through Nuance Printer-On)
- All copiers shall have the Productivity features of:
 - Address Book Integration
 - Remote Control Panel (excludes Band I and Band VII)
 - Application Defaults
 - Searchable PDF (driven through Nuance ShareScan)
 - Print Around (excludes Band I and Band VII)
 - TWAIN
 - Scan to Home (driven through Nuance ShareScan)
 - Scan to Email

- Scan to Mailbox (excludes Band I)
 - Configuration Cloning
 - Online Support
 - Xerox Global Print Driver
 - All copiers shall have the Security features of:
 - McAfee Embedded (excludes Band I, Band II, Band III and Band VII)
 - McAfee ePolicy (ePO) compatible (excludes Band I, Band II, Band III and Band VII)
 - Hard Disk Image Overwrite
 - 256-bit Encryption (FIPS 140-2 compliant) (excludes Band I and Band VII)
 - Secure Print
 - Secure Fax (driven through SagemCom XMedius)
 - Secure Email
 - Cisco TrustSec integration (excludes Band I, Band II, Band III and Band VII)
 - Network Authentication
 - SSL
 - SNMPv3
 - Common Criteria Certification (excludes Band I and Band VII)
 - All copiers shall have the Cost Control features of:
 - Print Policies (driven through Nuance Equitrac)
 - User Permissions (driven through Nuance Equitrac)
 - Xerox Standard Accounting
 - Xerox Power Management
 - Except for Bands I, II, III, VII and VIII, all copiers shall come standard with stapling finisher
 - All Band VI copiers shall also come with High Capacity Cassette.
6. The City shall rent the MFDs from the vendor. The vendor agrees to provide financing and insurance (including property coverage) for the MFDs. The vendor agrees to indemnify the City of all liability. At the end of the MFD's life, vendor will pick up free of charge.
 7. All device requests shall be fulfilled via order form placement by the City Central Services. For single-unit orders or multiple unit orders less than 20-units, delivery and installation shall be accomplished within 15 days from the date the order is placed. For orders greater than 20-units, orders shall be accomplished within 30 days.
 8. For Xerox MFDs, Vendor shall provide the "End-of-Life" hard drive erase/deletion, and shall provide certification for the erasure or deletion to the City. This erasure and deletion shall comply with current Federal standards.
 9. Lewan and Associates shall upgrade all Xerox MFDs that were originated from Lewan and Associates which were installed prior to April 1, 2013 (approximately 215 units) with no buyout or early upgrade charge, and the new units provided shall be part of the MPS program employing the new Managed Print Services MFD's monthly rates and click charges. Lewan and the City agree to a delivery timeframe of 400 new units within the first six months from the agreement signing.

10. All covered City printers will become part of the MPS program as soon as the program is implemented.
11. As all covered printers are City assets, Lewan and Associates will not be required to replace them. No monthly fee shall apply to City owned printers.
12. Lewan and Associates will provide remanufactured printer cartridges to fulfill toner and ink requests for the City's fleet of single-function printers. Lewan will guarantee the performance of these cartridges.
13. **Ink Jet Printers** - One of the first program priorities is to eliminate/reduce the number of "Inkjet" printers (The City has an estimated of 220 inkjet printers). Lewan and Associates and the City's designated program coordinator will identify all inkjet printers, their install location and the owning agency. The process for eliminating ink jet printers is as follows: During initial "printer tagging" (the process in which an ID sticker placed on each printer throughout the City), Lewan will identify each ink jet printer and place a red dot sticker on each ink jet printer found. This red sticker will designate devices that need to be removed immediately with agency approval, or once ink inventory is depleted. A list of all agency printers (including ink jet printers) will be supplied to the City's designated program coordinator and respective end users will be notified. On the one-on-one meeting with end user agency, a comprehensive alternative will be provided to help push the elimination of inkjet printers. In the instance that an end user has a valid business case for a printer, the ink jet printer will be replaced at the expense of the City with an appropriate laser printer (subject to agency head approval). The City also realizes that Lewan's ability to provide "break/fix" service ink jet printers is limited based on the nature of ink jet technology.

Notation:

Any ink jet printers added during the term of the agreement are not eligible for the "universal" cost per click rates outlined in this MPS agreement. The re-validated data of the initial inventory of ink jet printers (that includes serial numbers) will be the governing document that determines whether the ink jet printer was a City-owned asset prior to the start of the Lewan MPS agreement.

14. Standalone Fax Machines - The City has approximately 100 fax machines (with various brands). With the deployment of a City-wide fax server solution, Lewan project management team will work with the City's designated program coordinator to identify and create action plan for elimination when applicable.
15. Other Printers Reduction - Lewan and Associates shall provide the City with a list of the least efficient single function printers for elimination recommendation. Lewan and Associates will work with the City's designated program coordinator in finding alternative printing devices that include (but are not limited to) routing jobs to MFDs or other preferred single-function printers; replacing with either new SFPs or ones identified as underutilized and repurposed in a new location.

Notation:

SINGLE FUNCTION PRINTERS ADDS, MOVES AND REMOVALS. When a printer is added, moved or removed from service the City will make its best effort to notify the Lewan

account administrator to ensure that there is not a disruption in service, toner delivery and/or billing. Concurrently, the Lewan account management team will also proactively track these changes as printer moves/adds/removals are discovered electronically or through physical inspection. Add/move/removal notification instructions (phone number and email address) will be on the Lewan ID tag located on every printer.

16. The City and Lewan and Associates will establish a list of “approved” single-function printers. The City agrees to only provide replacement printers from this “approved” list. Throughout the term of the agreement, the City’s designated program coordinator and Lewan project management team will work together to update this list as new models of single-function printers are introduced.
17. Lewan and Associates shall include Mobile Printing and Card Readers for all Xerox MFDs under the Managed Print Services program.
18. Lewan and Associates shall provide Managed Print Services program and MFD management and user training at any time during the life of the program.
19. Lewan and Associates agrees to appoint a program manager as primary point of contact for all aspects of the MPS program, including but not limited to, issues such as billing. A Lewan 360 dedicated analyst / on-site optimization specialist shall also be provided to support the program manager. The City will make its best effort to provide “badge” access to dedicated Lewan support staff contingent on the City’s security policies and protocols. Lewan understands that access to some agencies and buildings may be limited.
20. Lewan and Associates program manager shall be part of the program implementation team to create, develop and broadcast a MPS outreach campaign, to provide agency by agency analysis, to educate our customers, and to make sure that each agency objectives and concerns are addressed, ensuring successful program implementation. Based on the available data, Lewan and Associates program manager will work together with the City’s designated program coordinator to assist the City’s goal to reduce its fleet of 1,500 single function printers by 20% or 300 printers. Further reduction is pending the success of the initial 20% target reduction.
21. The City will have pooled impression allowances and therefore the City will commit to an annual minimum of 16,800,000 Black and White impressions and an annual minimum of 3,150,000 Color impressions. Because of the universal rates, each additional B/W and color impressions will be charged the same agreed upon per-click rates. In the event that the City does not meet these volume commits within a 12-month period, Lewan can bill CCD for these minimum impressions.
22. Vendor shall participate in the City and County of Denver’s M/WBE initiative with quarterly reporting that will include a summary of money spent with M/WBE partner through the MPS program.
23. The City will implement “Rules-Based Printing” to promote efficiency and help reduce the use of printers. Rule Based Printing is defined as putting printing activity under a set of policies and rules, i.e:

- a) Soft and hard rule enforcement (soft rule is when user has a choice, hard rule is when user cannot overrule the available choices)
 - b) Color print control
 - c) Application-based print control
 - d) Rerouting of print jobs to a more efficient printer for efficiency and as failover protection
 - e) Automatic user notification of any rerouting or changes to print parameters
 - f) Rule application timing
 - g) Logging of rule events (all events that cause a rule to take effect are logged automatically)
 - h) Other custom rule
24. Lewan and Associates shall guarantee a 4 hours response time for printer service calls, and also guarantees a 95% uptime of MFDs/copier. Any service calls placed after 2PM can be responded to by 9AM the following business day.
25. Any MFD/copier performing below 95% uptime will be deemed non-performing and will be replaced at no cost to the City, and the new MFD/copier term will follow the original copier term.
26. Lewan and Associates shall provide technical support for all equipment and software on the MFD's that they provide to the City, including applicable 3rd party software (Nuance, Print Audit, Sagemcom) and hardware. The City shall not be required to deal separately with the 3rd party vendor. This support includes any applicable 3rd party software that may be added by Lewan throughout the term of the agreement.
27. Lewan and Associates shall have a recycling program that is in accordance with the Environmental and LEED criteria the City is adopting, including but not limited to:
- Must be able to recycle used/junk copiers and printers so that 80% of the materials can be reused.
 - Must only supply a Green Seal or ECOLOGO certified green products for MFD products (1)
 - Minimum of ISO 9002 and ISO 14001 compliance (1)
 - Lewan and Associates shall honor the equivalent to equipment manufacturer warranty due to the use of remanufactured toner cartridges. Warranty also covers against any cartridge defects. Remanufactured toner certification from IPW (IPW is a remanufactured toner supplier) is attached (2).
 - EPEAT rating. Products must have a silver Electronic Product Environmental Assessment Tool (EPEAT) rating or better (3)
 - ENERGY STAR rating. If the equipment does not yet fall under the EPEAT rating systems, it must be ENERGY STAR rating qualified (4)
 - MFD/Copier must be able to print on various content recycled papers within manufacturers specifications
 - Must be able to default duplex printing and copying

- Toners must be certified as non-hazardous (5)
 - Low Ozone Emissions (6)
28. Lewan and Associates agrees that all associated costs of recycling are the responsibility of the vendor.
 29. All freight charges, Delivery charges, Pickup charges, and set up and network integration services fees are included in the per monthly rate and click charges. *Courier deliveries required may not be included.*
 30. All Managed Print Services software listed below is included at no additional cost for the entire term of the agreement, or for as long as a MFD/copier remains under contract:
 - A. Nuance Equitrac Office software (including "Follow You" and "I-Queue Printing" printing)
 - B. Printer-On mobile printing software
 - C. Nuance eCopy ShareScan (OCR software to allow for file format conversion: Scan to Word, Scan to Excel and Scan to Seachable PDF)
 - E. Print Audit Facilities Manager,
 - F. Sagemcom Xmedius fax server software
 - G. Xerox CenterWare Web software
 31. For future program development to integrate the Managed Print Services with Centralized Scanning, the MPS software shall have a module to enhance its ability to act as a connector to allow end user agency to scan directly to the City repository system, Alfresco and SharePoint. Detail of this optional module can be found in "Attachment 1"
 32. Lewan and Associates shall only supply and install new MFD/machines. "New" machine is defined as a newly assembled, non-refurbished, first-time use with new components. No rebuilt, refurbished or remanufactured equipment is to be used.
 33. Lewan and Associates shall always supply the City with the newest generation of MFD with the same standard configuration and Managed Print Services software packages mentioned in this SOW included, and with the same monthly rental rates and impression click charges.
 34. Service calls integration - For hardware and supply-related service requests, end users will have the option to contact Lewan directly based on instructions included on the Lewan ID tag affixed to every covered device in the City. Service requests can be made via phone call, email and through Lewan's web portal. When end users direct hardware and supply-related requests to the City's IT help desk, help desk personnel will forward these requests to Lewan either through a manual process (email, phone, Lewan web portal) or through automatic prompts created by the City.
 35. Lewan and Associates shall manage all Xerox MFD and printer devices (Konica Minolta and Toshiba MFD brands are excluded) service and supplies calls.
 36. Lewan and Associates shall assist the City in conducting an annual survey to ensure customer concerns are addressed, and satisfaction is upheld at the highest level.

37. Lewan and Associates shall meet with the City’s designated program coordinator on a quarterly basis to discuss program management and resolve outstanding issues.
38. Local Printer Management,
- a. Managed Print Services program will work at its highest level of efficiency when all printing devices are “networked.” Networked printers enable electronic meter collection and also allow for services such as auto toner replenishment. At current state, the City has approximately 650 “locally” connected (non-networked) single function printers. the City’s designated program coordinator will work with Lewan to reduce the number of local printers, advocate the migration from local to networked when possible, and will work toward a future state goal of a 100% networked printer environment.
 - b. MFD AND SFP METER COLLECTION. For print devices (MFDs and SFPs) that are networked, print usage meters (used for billing) will be collected electronically using Print Audit Facilities Manager. Local meters must be collected manually. Some local meters will be collected manually by a Lewan employee. Lewan may also request that the “owners” of locally connected printers provide meter data via email or phone. Meter data on locally connected devices will be collected on a quarterly basis. This meter data will be used to calculate monthly estimates for billing.
 - c. BILLING: Lewan will bill each agency within the City of a monthly basis based on actual print volume for networked MFDs and SFPs and estimated volume for local SFPs (based on historic averages calculated through manual meter reads).
39. Copier Upgrades/Downgrades: the City shall have the ability to upgrade and downgrade of a copier. For example: if an agency that has a Xerox WC5855 in Band III at \$124.12 per month and needs to downgrade that unit to a Xerox WC5335 in Band II, the new cost would be \$79.39 per month. No penalty or additional charges would occur with this change.
40. Copier relocation: During the life of the contract, it may become necessary to move a multi-function device/copier within a location or relocate it to another City site. All printing devices will not be moved without the approval of the City’s designated program coordinator. The cost per machine to move equipment from one building to another (that requires transportation) will be \$120.00

Legend:
Point 27

- (1) Appendix 1 “Xerox Industry Certification Fact Sheet”
- (2) Appendix 2 “IPW Product Certifications and Compliance”
- (3) Appendix 3 “Xerox EPEAT eco label”

- (4) Appendix 4 “Xerox Energy Star Qualified Products”
- (5) Appendix 5 “Xerox Toner MSDS”
- (6) Appendix 6 “Xerox Environmental Sustainability”

MANAGED PRINT SERVICES SOFTWARE

Included software shall have the capability to:

1. Rule based printing (defined above) will be implemented with stages as follows:

- a. First semester (2015) is for program introduction, using the MPS software, Lewan and Associates and the City's designated program coordinator will remind user to print using MFD for any print job over 25 pages (B/W and Color) – we will also display monetary reminder.
 - b. Second semester (2015) is device optimization where Lewan and Associates and the City's designated program coordinator will come in and reduce the number of high cost laser printers. We will continue with warning to print using MFD of any print job over 20 pages (B/W and Color) – we will display monetary reminder.
 - c. On the 2nd year (2016), Lewan and Associates and the City's designated program coordinator will apply a "Hard" rule based printing that will route all print jobs over 20 pages to a MFD. Using the MPS software we will display a "thank you" note for being responsible City employee.
 - d. Lewan and Associates and the City's designated program coordinator will continue to seek the opportunity to reduce the number of printers (if possible by about 100 more).
2. All MFDs supplied by Lewan and Associates shall provide follow you/secure release printing technology using employee ID card, or PIN code.
 3. All MFDs provided shall provide mobile printing using "Printer On" and QR Code release technology. "Printer On" and QR Code release functionality require wireless access to the local network or www access to a shared Equitrac site.
 4. Lewan and Associates Managed Print Services program shall utilize a multichannel Fax server to ensure operational stability to manage the City fax traffic.
 5. Nuance eCopy ShareScan Elements (with Omnipage OCR software) shall be included, and this software shall enable file format conversion to Excel, Word and searchable PDF while scanning using Xerox MFD.
 6. The City shall have the discretion to determine on how the managed print services will be billed. Lewan and Associates shall have the ability to direct bill to each City agency, by division and subdivision as required. The billing system shall be able to provide detail usage and also be able to address the addition of specific information that each agency might request.
 7. Lewan and Associates shall coordinate closely with the City Technology Services Department to make sure that software updates and software maintenance are properly managed, and that the required security level is maintained at all times.
 - a. Notation.
 - i. Lewan will track, manage and install firmware updates for all Xerox MFDs to ensure that the necessary levels of functionality and security are met.
 - ii. For the managed print services software supplied by Lewan (Equitrac, ShareScan, Xmedius, Print Audit Facilities Manager) Lewan will alert City IT

when updates are necessary and available. Lewan will partner with the City IT staff to provide software update installation instruction.

- iii. Critical Security updates will be installed within 14 days of their release.
8. Lewan and Associates shall maintain and refresh databases (identifying equipment location and usage detail) to ensure data is accurate and operations are running at optimal performance levels.
9. Lewan and Associates and the City's program coordinator will use the available reports and software ability, plus fleet equipment ongoing analysis that will be performed to make sure the City benefits from maximum efficiency.
10. The City shall have the full capacity to use Nuance Equitrac, Print Audit and Xerox CenterWeb software reporting ability to design and setup a customizable dashboard, to generate monthly customized reports, to create custom query and to setup custom reports, to include usage reports overall and by agency, financial/transaction reports per agency with executive summary, service call reports, supply request and fulfillment reports, energy used reports, sustainability and recycling related reports, and other reports as requested. The resulting reports shall be printable, in the spreadsheet file format of Excel document or comma delimited. Accepted reporting document format shall be in the form of editable spreadsheet or editable word document. Any other reports the Nuance Equitrac software is unable to provide, will be provided by Lewan and Associates, such as: supply requests, fulfillment reports, and service call reports. These reports will be provided on a monthly basis.
11. Software shall provide for continuous remote monitoring of all networked printing devices in the program (subject to MIB compatibility).
12. Lewan and Associates shall provide toner and printer behavior monitoring to enable automatic supply fulfillment and proactive maintenance for compatible networked SFPs and MFDs (subject to MIB compatibility).
 - a. Notation:
 - i. Lewan requires The City's IT participation to ensure network continuity with respect to all SFPs and MFDs. (If a device drops off, we reserve the right to ask help from City IT staff)
 - ii. For "locally" connected (non-networked) printers and for printers with a non-compatible MIB, toner orders to be placed by end users by either calling Lewan support line or by making request through the Lewan online portal. In addition, Lewan will not be able to provide proactive alerts for maintenance for these non-networked and non-compatible MIB printers.
13. To ensure that office printing is un-interrupted as a result of the usage of managed print services software, Lewan and Associates shall assist in integrating the Managed Print

Services software packages into the City's IT disaster recovery plan. Lewan and Associates back-up solution does not include hardware.

- i. Lewan will provide versions of Nuance and Sagemcom that support High Availability within a VMWare cluster plus Disaster Recovery at an alternate site.

14. *Lewan and Associates shall adhere with the City's information technology security policies, procedures and standards as it relates to software installation, configuration and maintenance. The security of the Lewan and Associates Managed Print Services software package and any 3rd party software is linked and dependent upon the overall network integrity of the City's computing environment. The software provided by Lewan and Associates is designed and built using industry security best practices. Lewan and Associates will follow the below outlined protocol in the event that a security issue is identified.*

- a. *Step 1: Acknowledgement of Issue: Lewan and Associates will notify Denver IT of known security issues relating to our software suite. Additionally, the City will also notify Lewan of any issues discovered.*
- b. *Step 2: Risk Assessment and Resolution: Once identified, Lewan and Associates will do a risk assessment on the security issue in question to determine risk level (if any) that the issue presents to the City. In the event that the issue does pose a security risk to the City, Lewan and Associates will provide a written action plan and will work to remedy the issue within 14 days. Resolution may include software updates and configuration changes. In the event that the issue does not pose a security risk, Lewan and Associates will notify the City Technology Services with policy details.*

15. Lewan and Associates shall guarantee that the MPS program software will work for all identified City owned printers, will cover the entire City, and provide up to 10,000 seats.

- a. Notation:
 - i. Print Audit Facilities Manager will work with all compatible networked SFPs and MFDs (subject to MIB compatibility).
 - ii. Nuance's goal for software support of new Microsoft operating systems is five months after official market release. Relating to other software updates, Nuance releases –on average – three product releases per year.
 - iii. For Sagemcom Xmedius, copies of maintenance releases and new product releases for the supported software and any associated documentation will be provided free of charge when available.
 - iv. The proposed solutions have been tested using a Proof of Concept implementation and confirmed to be working in the current customers' IT infrastructure. City of Denver should check with Lewan prior to making changes to IT infrastructure to ensure anticipated changes will not affect the operations of the installed application(s). In addition, the City of Denver can consult the respective current version application documentation to ensure Operations Systems, Service Packs and/or other IT infrastructure related

changes will not negatively affect the operations of the installed application(s).

- v. *Notifications for updates relating to Xerox hardware and/or managed print services software (Nuance, Sagemcom and Print Audit) Lewan on-site optimization specialist will notify designated City contact and open a dialogue whether the update is relevant and/or necessary for the City.*

16. All technical support relating to the managed print software suite and hardware support of all Xerox MFDs and single function printers covered under the MPS program shall be directly handled by Lewan and Associates

PRICING

MFD/COPIER PRICE LIST

<u>Equipment Rental</u>	<u>Monthly Rate</u>
<u>Desc</u>	
	\$
Band I Desktop - 35ppm	23.65
	\$
Band II - 25ppm	67.79
	\$
Band III - 35ppm	79.39
	\$
Band IV - 55ppm	124.12
	\$
Band V - 65ppm	161.92
	\$
Band VI - 90ppm	193.70
	\$
Band VII CLR Desktop - 37ppm	60.86
	\$
Band VIII CLR - 25ppm	70.43
	\$
Band IX CLR - 35ppm	101.81
Band X CLR - 45ppm	\$

134.10

Click Charges/MFD	Click rate
B/W Images	\$0.0062
CLR Images	\$0.0550

Click Charges/Printers (est. 1200 printers)	Click rate
B/W Images	\$0.0062
CLR Images	\$0.0550

OPTIONAL MFD/COPIER ACCESSORIES

Desc: Band I Desktop 35 ppm – NO Optional Accessories Is Offered

Desc: Band II 25ppm Optional Accessories

Office finisher/multi-staple	\$	15.95
Convenience stapler	\$	3.91
2/3-hole punch	\$	8.58
High capacity tray	\$	16.56
Envelope insert kit	\$	1.95

Desc: Band III 35ppm Optional Accessories

Office finisher/multi-staple	\$	15.95
Convenience stapler	\$	3.91
2/3-hole punch	\$	8.58
High capacity tray	\$	16.56
Envelope insert kit	\$	1.95

Desc: Band IV 55ppm Optional Accessories

Convenience stapler	\$	3.91
2/3-hole punch	\$	1.76
High capacity tray	\$	11.41
Envelope insert kit	\$	1.00
High Vol Finisher-100 sheet multi-staple	\$	47.77

Desc: Band V 65ppm Optional Accessories

High vol finisher - 100-sheet multi-staple	\$	47.77
High vol finisher - Booklet maker	\$	72.77
Convenience stapler	\$	3.91
2/3-hole punch	\$	1.76
C/Z tri-fold	\$	39.63

HJgh capacity tray	\$	11.41
Envelope insert kit	\$	1.00

Desc: Band VI 90ppm Optional Accessories

High vol finisher - Booklet maker	\$	72.77
Convenience stapler	\$	3.91
C/Z tri-fold	\$	39.63
Post sheet inserter	\$	7.01
Envelope insert kit	\$	1.00

Desc: Band VII Desktop CLR 37 ppm – NO Optional Accessories Is Offered

Desc: Band VIII CLR 25ppm Optional Accessories

Convenience stapler	\$	3.91
3-hole punch	\$	8.58
Envelope insert kit	\$	1.95
Office finisher/multi-staple	\$	15.92
Integrated Finisher	\$	13.59

Desc: Band IX CLR 35ppm Optional Accessories

Convenience stapler	\$	3.91
2/3-hole punch	\$	8.58
High capacity tray	\$	16.56
Envelope insert kit	\$	2.89

Desc: Band X CLR 45ppm Optional Accessories

Convenience stapler	\$	3.91
2/3-hole punch	\$	8.58
High capacity tray	\$	16.56
Envelope insert kit	\$	2.89

STAPLES:

Xerox Black and White and Color copier uses the same type and model of staples.

Staples prices are per below:

Band	Device Model	Cost	Yield	Part#
BAND I	WC3635	N/A	N/A	N/A
Band II	WC5325	\$ 82.00	15000 staples (3 cartridges - 5000 each)	108R00491
Band III	WC5335	\$ 82.00	15000 staples (3 cartridges - 5000 each)	108R00491
Band IV	WC5845	\$ 69.00	15000 staples (3 cartridges - 5000 each)	108R00493
Band V	WC5855	\$ 69.00	15000 staples (3 cartridges - 5000 each)	108R00493
Band VI	WC6865/75	\$ 69.00	15000 staples (3 cartridges - 5000 each)	108R00493
Band VII	WC5890	\$ 69.00	15000 staples (3 cartridges - 5000 each)	108R00493
Band VIII	WC6400	\$ 82.00	15000 staples (3 cartridges - 5000 each)	108R00491
Band IX	WC7835	\$ 82.00	15000 staples (3 cartridges - 5000 each)	108R00491
Band X	WC7845	\$ 82.00	15000 staples (3 cartridges - 5000 each)	108R00491

Other	WC7225	\$ 82.00	15000 staples (3 cartridges - 5000 each)	108R00491
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NOTE:

- *All included Managed Print Services software, standard copier accessories, fees, and charges shall be included in the MFD/copier monthly rates, and/or included in the impression click charges.*
- *Prices shall be firm and fixed for the entire contract period.*
- *The City will not pay any undeclared, additional, hidden or concealed fees and charges.*
- *Lewan and Associates agrees that any parts, optional accessories, add on software module/s and services not included in the contract cannot be offered for sale in the later date, unless an amendment agreed upon by both parties is made available.*

ATTACHMENT 1: OPTIONAL ADD ON SOFTWARE

The included MPS software (Nuance eCopy Sharescan element) has an optional module that functions as connector to scan to Alfresco and SharePoint.

This optional module allows end user to scan using a MFD/Copier and to store the digital document directly to a container in Alfresco and/or SharePoint. The cost is:

Condition:

The City can only add this module at the beginning of this Managed Print Services agreement.

Cost:

Minimum applications must be for 375 MFD or more, and the cost is \$7.60 per MFD per month for 48 months.

ATTACHMENT 2: LIST OF EXCLUDED EPSON PHOTO PRINTERS

All Epson photo printers in this list are excluded from the City of Denver Managed Print Services program. Any additional Epson photo printers that are identified or added in the future during the term of the agreement will not be covered through the Lewan MPS program.

MFG	MODEL	SN	LOCATION 1	LOCATION 2
EPSON	PERFECTION V700	G2XW062703	ADMIN BLDG	
EPSON	4990 PHOTO	B17501002B3B5X 12057	DENVER CRIME LAB - 1ST FLR	FORENSIC IMAGING
EPSON	V700	R4C60900B4A230 7109	DENVER CRIME LAB - 3RD FLR	LATENT PRINTS
EPSON	V500	NA	DENVER CRIME LAB - 3RD FLR	LATENT PRINTS
EPSON	ARTISON 600	NA	POLICE ADMIN BUILDING - 3RD FLR	CAPTAIN S. CARTER
EPSON	EPSON PH1400	JN7E074550	OLD C& CO BUILDING - BASEMENT	PROGRAM STATION MNG. A. DELLOLLIS
EPSON	STYLUS C88+	JKDY337147	MONTBELLO LIBRARY BRANCH	BACK OFFICES
EPSON	STYLUS R260	JKSK207318	WEBB BUILDING - 2ND FLR	ADJUSTMENT/ZONING
EPSON	STYLUS PHOTO 1280	ERZK013081	AOB BUILDING - 9TH FLR	DOUGLAS HOWARD. PR&M RM 9840
EPSON	STYLUS PRO 4000	E290011868	AOB BUILDING - 9TH FLR	KEVIN ANDREWS. COMM. & MARK. RM9840
EPSON	STYLUS COLOR 850	AZN1160423	EAST TERMINAL - 1ST FLR	ELECTRIC SHOP. HIGH TECH. MAINT.
EPSON	WORKFORCE 845	PKFY020401	DENVER CRIME LAB - 1ST FLR	RECEPTION
EPSON	WORKFORCE 845	PKFY069543	DENVER CRIME LAB - 2ND FLR	DNA OFFICE
EPSON	WORKFORCE 845	NA	DENVER CRIME LAB - 2ND FLR	DNA POST STAMP
EPSON	4490 PHOTO	GR9W175633	AOB BUILDING - 9TH FLR	STEVE KLODT. PR&M RM 9840
EPSON	WORKFORCE 845	NA	DENVER CRIME LAB - 2ND FLR	DNA PREAMP
EPSON	WORKFORCE 845	PKFY068105	DENVER CRIME LAB - 3RD FLR	LATENT PRINTS
EPSON	PHOTO R1900	NA	DENVER CRIME LAB - 3RD FLR	LATENT PRINTS
EPSON	PHOTO R1900	NA	DENVER CRIME LAB - 3RD FLR	LATENT PRINTS
EPSON	WORKFORCE 845	CB9220007L3822 03049	DENVER CRIME LAB - 3RD FLR	TRACE EVIDENCE
EPSON	WORKFORCE 845	EPBABA79ENS3 B	DENVER CRIME LAB	
EPSON	WORKFORCE 845	PKFY070534	DENVER CRIME LAB - 1ST FLR	FIRE ARMS LAB
EPSON	WORKFORCE 845	NA	DENVER CRIME LAB - 2ND FLR	FBIO2
EPSON	C88	JXDY337142	ROSS-BARNUM LIBRARY BRANCH	BACK OFFICE
EPSON	C88+	JKQY382767	WOODBURY LIBRARY BRANCH-B	OFFICE AREA
EPSON	C88+	JKDY337130	WOODBURY LIBRARY BRANCH-B	OFFICE AREA

EPSON	C88+	JKDY337160	WOODBURY LIBRARY BRANCH-B	OFFICE AREA
EPSON	DESKJET	NA	DENVER MAIN LIBRARY-1 ST FL	GWEN CRENSHAW'S OFC
EPSON	WORKFORCE 630	MQTY119612	DENVER MAIN LIBRARY-BSMNT	LOADING DOCK SPV OFC

Appendix 1 "Xerox Industry Certification Fact Sheet"

Xerox® Office and Light Production Industry Certifications

Black-and-white Devices

Model	PPM Black-and-white	Print Driver / Server Environment Certifications					Application Certifications			Security Certification	
		WHQL	Citrix®2	IPv6 Ready	Bonjour	HP Output Server	Cerner	MEDITECH (see pg. 3)	SAP	Common Criteria	FIPS 140-2
Printers											
Xerox® Phaser® 3250	30	✓	✓					✓	✓		
Phaser 3320	37	✓	✓	✓	✓		✓	✓	✓		
Phaser 3610	47	✓	✓	✓	✓		✓	✓	✓		
Phaser 4600/4620	55 / 65	✓	✓	✓	✓		✓	✓	✓		
Phaser 5550	50	✓	✓	✓	✓			✓	✓		
Multifunction Devices											
Xerox® WorkCentre® 3210/3220	24 / 30	✓	✓				✓	✓	✓		
WorkCentre 3315/3325	33 / 37	✓	✓	✓	✓		✓	✓	✓		
Phaser 3635MFP	35	✓	✓			✓	✓	✓	✓		
WorkCentre 3615	47	✓	✓	✓	✓		✓	✓	✓		
WorkCentre 4250/4260	45 / 55	✓	✓				✓	✓	✓	✓	
WorkCentre 5150	55	✓	✓	✓	✓		✓	✓	✓	✓	✓
WorkCentre 5325/5330/5335	25 / 30 / 35	✓	✓	✓			✓	✓	✓	✓	✓
WorkCentre 5845/5855	45 / 55	✓	✓	✓ ¹	✓		✓	✓	✓	✓	✓
WorkCentre 5865/5875/5890	65 / 75 / 90	✓	✓	✓ ¹	✓		✓	✓	✓	✓	✓
Xerox® D95/D110/D125 Copier/Printer	95 / 110 / 125	✓	✓					✓		✓	
Xerox® D110/D125 Printer	110 / 125	✓	✓					✓		✓	
Xerox® D136 Copier/Printer and Printer	136	✓	✓					✓ ¹		✓	✓

Color Devices

Model	PPM Color	PPM Black-and-white	Print Driver / Server Environment Certifications					Application Certifications			Security Certification	
			WHQL	Citrix®2	IPv6 Ready	Bonjour	HP Output Server	Cerner	MEDITECH (see pg. 3)	SAP	Common Criteria	FIPS 140-2
Printers												
Phaser 6010	12	15	✓		✓	✓			✓	✓		
Phaser 6500	24	24	✓	✓	✓	✓			✓	✓		
Phaser 6600	36	36	✓	✓	✓	✓		✓	✓	✓		
Phaser 6700	47	47	✓	✓	✓	✓			✓	✓		
Phaser 7100	30	30	✓	✓	✓	✓			✓	✓		
Phaser 7500	35	35	✓	✓	✓	✓			✓	✓		
Phaser 7800	45	45	✓	✓	✓	✓			✓	✓		
Xerox® ColorQube® 8570	40	40	✓	✓	✓	✓			✓	✓		
ColorQube 8870	40	40	✓	✓	✓	✓			✓	✓		
Multifunction Devices												
ColorQube 9301/9302/9303	38 / 45 / 55	50 / 55 / 60	✓	✓	✓	✓			✓	✓	✓	✓
WorkCentre 6015	12	15	✓			✓			✓	✓		
WorkCentre 6505	24	24	✓	✓	✓	✓			✓	✓		
WorkCentre 6605	36	36	✓	✓	✓	✓			✓	✓		
ColorQube 8700	44	44	✓	✓	✓	✓			✓	✓	✓	✓
ColorQube 8900	44	44	✓	✓	✓	✓			✓	✓	✓	✓
WorkCentre 6400	32	37	✓	✓	✓	✓	✓		✓	✓		
WorkCentre 7220/7225	20 / 25	20 / 25	✓	✓	✓ ¹	✓			✓	✓	✓	✓
WorkCentre 7830/7835/7845/7855	30 / 35 / 45 / 50	30 / 35 / 45 / 55	✓	✓	✓ ¹	✓			✓	✓	✓	✓
WorkCentre 7775	50	75	✓		✓				✓	✓	✓	
Xerox® Color 560/570 Printer	60 / 70	65 / 75	✓	✓	✓				✓	✓ ¹	✓ ¹	✓
Xerox® Color C75 Press	75	75	✓	✓	✓	✓			✓	✓		

Xerox® Office and Light Production Industry Certifications

Black-and-white Devices

Model	PPM Black-and-white	Environmental Certifications			
		ENERGY STAR®	Blue Angel	Environmental Choice	EPEAT®
Printers					
Xerox® Phaser® 3250	30			✓	
Phaser 3320	37	✓	✓	✓ ¹	✓
Phaser 3610	47	✓	✓	✓	✓
Phaser 4600/4620	55 / 65		✓	✓	✓
Phaser 5550	50				
Multifunction Devices					
Xerox® WorkCentre® 3210/3220	24 / 30			✓	
WorkCentre 3315/3325	33 / 37	✓	✓ ⁴	✓ ¹	✓
Phaser 3635MFP	35			✓	✓
WorkCentre 3615	47	✓	✓	✓	✓
WorkCentre 4250/4260	45 / 55			✓	✓
WorkCentre 5150	55	✓		✓	
WorkCentre 5325/5330/5335	25 / 30 / 35	✓	✓	✓	✓
WorkCentre 5845/5855	45 / 55	✓		✓	✓
WorkCentre 5865/5875/5890	65 / 75 / 90	✓		✓	✓
Xerox® D95/D110/D125 Copier/Printer	95 / 110 / 125	✓			
Xerox® D110/D125 Printer	110 / 125	✓			
Xerox® D136 Copier/Printer and Printer	136	✓			✓

Color Devices

Model	PPM Color	PPM Black-and-white	Environmental Certifications			
			ENERGY STAR®	Blue Angel	Environmental Choice	EPEAT®
Printers						
Phaser 6010	12	15	✓			
Phaser 6500	24	24	✓		✓	✓
Phaser 6600	36	36	✓		✓	✓
Phaser 6700	47	47	✓			✓
Phaser 7100	30	30	✓	✓	✓	
Phaser 7500	35	35	✓		✓	
Phaser 7800	45	45	✓			
Xerox® ColorQube® 8570	40	40			✓	✓
ColorQube 8870	40	40			✓	✓
Multifunction Devices						
ColorQube 9301/9302/9303	38 / 45 / 55	50 / 55 / 60	✓		✓	✓
WorkCentre 6015	12	15	✓		✓	
WorkCentre 6505	24	24	✓		✓	✓
WorkCentre 6605	36	36	✓		✓	✓
ColorQube 8700	44	44			✓ ¹	✓
ColorQube 8900	44	44			✓ ¹	✓
WorkCentre 6400	32	37			✓	
WorkCentre 7220/7225	20 / 25	20 / 25	✓		✓	✓
WorkCentre 7830/7835/7845/7855	30 / 35 / 45 / 50	30 / 35 / 45 / 55	✓		✓	✓
WorkCentre 7775	50	75	✓		✓	
Xerox® Color 560/570 Printer	60 / 70	65 / 75	✓		✓ ¹	✓
Xerox® Color C75 Press	75	75	✓			✓

¹ Certification pending

² These products are Citrix Ready when using either the Xerox® Global Print Driver®, the product native print driver or the Citrix universal driver.

³ Does not include WorkCentre 5330

⁴ Does not include WorkCentre 3315

Xerox® Office and Light Production Industry Certifications

Print Driver / Server Environment Certifications

Microsoft® WHQL Certification

Windows Hardware Quality Labs testing involves running a series of tests on third-party hardware or software, and then submitting the log files from these tests to Microsoft for review. Xerox® products that are Windows Hardware Quality Labs (WHQL) certified comply with Microsoft standards and ensure seamless compatibility with Microsoft Windows environments.

Citrix® Certification

Citrix Systems is an American multinational software and services company that specializes in virtualization and remote access software for delivering applications over a network and the Internet. Xerox is part of the Citrix ready program, which allows vendors to perform a self evaluation of its product against a set of metrics outlined by Citrix. Once the product passes certification, Xerox pays an annual fee for having its certified products listed on the Citrix website as well as the right to use its logo. This certification ensures that a product using Citrix software will function as expected in a remote environment.

IPv6 Ready

Internet Protocol version 6 (IPv6) is a relatively new protocol for routing network traffic and identifying network-connected devices. IPv6 will be phased in over many years as the next-generation replacement for the global IPv4 standard. Because printers and multifunction printers comprise a sizable percentage of the world's networked devices, Xerox is transitioning its products' capabilities to be IPv6-compatible.

Bonjour®

Bonjour is Apple Inc.'s trade name for its implementation of zero-configuration networking, a service discovery protocol. Bonjour enables automatic discovery of devices such as printers, other computers, and the services that those devices offer on IP networks using industry standard IP protocols.

HP Output Server (HP OS)

HP OS enables centralized management for tracking and controlling, allowing users to easily incorporate new output destinations, allowing users to easily incorporate new output destinations. Other manufacturers of print devices may choose to become HP Output Server-certified. Certified device configurations for selected non-HP print devices are provided by HP at the manufacturer's request utilizing the HP Device Certification Program.

Application Certifications

Cerner Certification

Cerner is the leading U.S. supplier of healthcare information technology solutions that optimize clinical and financial outcomes. Around the world, health organizations ranging from single-doctor practices to entire countries turn to Cerner for their powerful yet intuitive solutions. Cerner offers clients a dedicated focus on healthcare, an end-to-end solution and service portfolio, and proven market leadership. Xerox pays Cerner for product certification, which is a 6-8 week process after the product is received in Kansas City. Once certified, Cerner lists the product on its Internal customer website and sends Xerox a certificate. This certification allows Xerox to participate in customer bids where Cerner Certification is a requirement. Xerox also provides a product, including all supplies and service, to Cerner until that product is at end of life. Cerner certification is important to a customer's IT staff as this allows them the comfort of having 24/7 support 365 days a year, through the Cerner help desk. Cerner provides this support as part of their HIS package. For example, a hospital can call and report a downed printer in the Emergency room at 3 A.M. and receive remote support for that printer.

MEDITECH Certification¹

Medical Information Technology, Inc. (MEDITECH) is a leading provider of integrated software solutions for healthcare organizations worldwide. This certification validates that Xerox® devices are fully compatible with MEDITECH's MAGIC operating system; a health information system that provides a structured and easy-to-use programming language to more than 1,500 healthcare organizations worldwide. With this certification Xerox continues to achieve noteworthy healthcare industry praise for its award-winning line of devices and it allows Xerox to participate in customer bids where MEDITECH Certification is a requirement. These certified devices are then fully supported by MEDITECH help desk technicians 24/7, 365 days a year, giving their clients and ours the assurance that support will be available at all times.

SAP Certification

Xerox, together with SAP through our Gold-level membership in the SAP Printer Vendor Program, provides seamless connectivity between SAP systems and your Xerox® printers and MFPs. And as an SAP customer you benefit from having SAP-certified Xerox® device types available right from SAP's online delivery model. Whether you are using an existing Xerox® product or plan to upgrade, you can be assured that you will have printing continuity within your SAP environment. You also have the peace of mind knowing that you can contact SAP for support regarding any device type issues. And Xerox has a direct link to SAP that allows us to keep our device types current and in line with SAP release updates. SAP-certified device types are available for the legacy R/3 system and newer ERP releases all the way up to current SAP offerings.

¹ On June 20, 2012, Medical Information Technology, Inc. (MEDITECH) published a statement concerning changes to its printer testing program. This statement read in part "Going forward, MEDITECH will no longer be testing laser printers. If a laser printer uses the PCL-5, 5c or 5e language, it will work with MEDITECH and will therefore be supported. All other types of printers (dot matrix, barcode) will still be tested by MEDITECH." As a courtesy to our customers, Xerox has printed and tested the consistency of MEDITECH-provided files from laser printers using PCL 6 with equivalent output from previously certified laser printers using PCL 5. Xerox has substantiated output consistency for printers using PCL 6.

Xerox® Office and Light Production

Industry Certifications

Security Certification

Common Criteria Certification

Common Criteria Certification provides independent, objective validation of the reliability, quality, and trustworthiness of IT products. It is a standard that customers can rely on to help them make informed decisions about their IT purchases. Common Criteria (aka ISO15408) sets specific information assurance goals, including strict levels of integrity, confidentiality, and availability for systems and data, accountability at the individual level, and assurance that all goals are met. Common Criteria Certification is a requirement for hardware and software devices used by the federal government on national security systems.

FIPS 140-2

All hardware and software components that are used by government and other key industries for the purpose of collecting, storing, transferring, sharing and disseminating sensitive but unclassified information are required to be FIPS 140-2 certified. FIPS 140 is a series of coordinated requirements issued by the National Institute of Standards and Technology (NIST) to validate the product's level of security depending on its intended use.

Environmental Compliance

ENERGY STAR®

With the goals of reducing energy consumption and greenhouse gas emission, ENERGY STAR is a voluntary program sponsored by the United States Environment Protection Agency. Products carrying the label are certified for matching or beating federal energy conservation standards.

Blue Angel

Based in Germany, Blue Angel was the world's first certification for environmental friendliness. Its purposes are to promote ecological awareness and to guide environmentally conscious consumers to the most ecologically sound products.

Environmental Choice

Canada's environmental friendliness certification is especially stringent. The Environmental Choice EcoLogo™ program mandates strict environmentally conscious requirements must be met throughout the life-cycle of the product, and it must also meet performance requirements when compared to its closest alternatives.

EPEAT®

EPEAT is a global registry for environmentally friendly electronics for purchasers, manufacturers, resellers and others wanting to find and promote environmentally preferable products. EPEAT uses a self-declaration and rigorous verification system to ensure the products conform to the established criteria. Once products are added to the registry, EPEAT may hire independent experts to verify that the products meet the selected criteria as claimed. For more information, go to www.epeat.net.



Xerox EPEAT®- Registered Products



Xerox EPEAT® registered products as of January 1, 2014

EPEAT® is a comprehensive environmental rating system that identifies electronic equipment meeting specific environmental criteria, combining comprehensive criteria for design, production, energy use and recycling with ongoing independent verification of manufacturer claims. The EPEAT® registry for electronic products was expanded in early 2013 to include imaging equipment.

Product	Category	Rating
Xerox D110/125 Copier / Printer	MFD	Silver
Xerox D110/125 Copier / Printer GSA	MFD	Silver
Xerox 110 / 125 Printer	Printer	Silver
Xerox 110 / 125 Printer GSA	Printer	Silver
Xerox 95 / 95A Copier Printer	MFD	Silver
Xerox 95 / 95A Copier / Printer GSA	MFD	Silver
Xerox D136 Copier / Printer	MFD	Silver
Xerox D136 Printer	Printer	Silver
Xerox Color 550	MFD	Silver
Xerox Color 560	MFD	Silver
Xerox Color 570	MFD	Silver
Xerox ColorQube 8570 DNES	Printer	Silver
Xerox ColorQube 9301	MFD	Bronze
Xerox ColorQube 9302	MFD	Bronze
Xerox ColorQube 9303	MFD	Bronze
Xerox Phaser 3320	Printer	Bronze
Xerox Phaser 3610 DN	Printer	Silver
Xerox Phaser 3610 YDN	Printer	Silver
Xerox Phaser 3610 DNM	Printer	Silver
Xerox Phaser 6500 DN	Printer	Bronze
Xerox Phaser 6500 N	Printer	Bronze
Xerox Phaser 6600 DN	Printer	Bronze
Xerox Phaser 6600 DNM	Printer	Bronze
Xerox Phaser 6600 YDN	Printer	Bronze
Xerox Phaser 6700 DN	Printer	Bronze
Xerox Phaser 6700 DT	Printer	Bronze
Xerox Phaser 6700 DX	Printer	Bronze
Xerox Phaser 6700 YDT	Printer	Bronze
Xerox Phaser 6700 YDX	Printer	Bronze
Xerox Phaser 7100 N	Printer	Gold
Xerox Phaser 7100 DN	Printer	Gold
Xerox Phaser 7500 DN	Printer	Silver
Xerox Phaser 7500 YND	Printer	Silver



Product	Category	Rating
Xerox Phaser 7800 DN	Printer	Silver
Xerox Phaser 7800 DX	Printer	Silver
Xerox Phaser 7800 GX	Printer	Silver
Xerox Phaser 7800 YDN	Printer	Silver
Xerox Phaser 7800 YGX	Printer	Silver
Xerox WorkCentre 3315	MFD	Bronze
Xerox WorkCentre 3325	MFD	Bronze
Xerox WorkCentre 3615 DN	MFD	Silver
Xerox WorkCentre 3615 DNM	MFD	Silver
Xerox WorkCentre 5325	Copier	Silver
Xerox WorkCentre 5325G	Copier	Silver
Xerox WorkCentre 5325P	MFD	Silver
Xerox WorkCentre 5325PG	MFD	Silver
Xerox WorkCentre 5325PT	MFD	Silver
Xerox WorkCentre 5325PTG	MFD	Silver
Xerox WorkCentre 5325T	Copier	Silver
Xerox WorkCentre 5325TG	Copier	Silver
Xerox WorkCentre 5330	Copier	Silver
Xerox WorkCentre 5330G	Copier	Silver
Xerox WorkCentre 5330P	MFD	Silver
Xerox WorkCentre 5330PG	MFD	Silver
Xerox WorkCentre 5330PT	MFD	Silver
Xerox WorkCentre 5330PTG	MFD	Silver
Xerox WorkCentre 5330T	Copier	Silver
Xerox WorkCentre 5330TG	Copier	Silver
Xerox WorkCentre 5335	Copier	Silver
Xerox WorkCentre 5335G	Copier	Silver
Xerox WorkCentre 5335P	MFD	Silver
Xerox WorkCentre 5335PG	MFD	Silver
Xerox WorkCentre 5335PT	MFD	Silver
Xerox WorkCentre 5335PTG	MFD	Silver
Xerox WorkCentre 5335T	Copier	Silver
Xerox WorkCentre 5335TG	Copier	Silver
Xerox WorkCentre 5845	MFD	Silver
Xerox WorkCentre 5855	MFD	Silver
Xerox WorkCentre 5865	MFD	Silver
Xerox WorkCentre 5875	MFD	Silver
Xerox WorkCentre 5890	MFD	Silver
Xerox WorkCentre 6605DN	MFD	Bronze
Xerox WorkCentre 6605DNM	MFD	Bronze
Xerox WorkCentre 6605YDNM	MFD	Bronze
Xerox WorkCentre 7220P	MFD	Silver
Xerox WorkCentre 7220P2	Copier	Silver
Xerox WorkCentre 7220PG	MFD	Silver
Xerox WorkCentre 7220PT	MFD	Silver
Xerox WorkCentre 7220PT2	MFD	Silver
Xerox WorkCentre 7225P	MFD	Silver
Xerox WorkCentre 7225P2	MFD	Silver
Xerox WorkCentre 7225PG	MFD	Silver
Xerox WorkCentre 7225PT	MFD	Silver



Xerox WorkCentre 7225PT2	MFD	Silver
Xerox WorkCentre 7830	MFD	Silver
Xerox WorkCentre 7835	MFD	Silver
Xerox WorkCentre 7845	MFD	Silver
Xerox WorkCentre 7855	MFD	Silver

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Xerox ENERGY STAR[®] Qualified Products

Xerox Products	Product Type (Copier, Printer, Multifunction Device)	Energy Star Qualified Version 2.0
ColorQube 8570DNES	Printer	Yes
ColorQube 9301	MFD	Yes
ColorQube 9302	MFD	Yes
ColorQube 9303	MFD	Yes
Nuvera 144 EA Production System	MFD	Yes
Nuvera 157 EA Production System	MFD	Yes
Nuvera 288 EA Production System	Printer	Yes
Nuvera 314 EA Production System	Printer	Yes
Phaser 3610DN	Printer	Yes
Phaser 4622	Printer	Yes
Phaser 6000B	Printer	Yes
Phaser 6010N	Printer	Yes
Phaser 6500DN	Printer	Yes
Phaser 6600DN	Printer	Yes
Phaser 6700DX	Printer	Yes
Phaser 6700DT	Printer	Yes
Phaser 6700DN	Printer	Yes
Phaser 7100DN	Printer	Yes
Phaser 7100N	Printer	Yes
Phaser 7500DN	Printer	Yes
Phaser 7500DT	Printer	Yes
Phaser 7500DX	Printer	Yes
Phaser 7500N	Printer	Yes
Phaser 7800DN	Printer	Yes
Phaser 7800DX	Printer	Yes
Phaser 7800GX	Printer	Yes
WorkCentre 3045B	MFD	Yes
WorkCentre 3045NI	MFD	Yes
WorkCentre 3315	MFD	Yes
WorkCentre 3325DNI	MFD	Yes
WorkCentre 3325DN	MFD	Yes
WorkCentre 3615	MFD	Yes
WorkCentre 5019	MFD	Yes
WorkCentre 5021D	MFD	Yes
WorkCentre 5325	Copier	Yes
WorkCentre 5325	MFD	Yes
WorkCentre 5330	Copier	Yes
WorkCentre 5330	MFD	Yes
WorkCentre 5335	Copier	Yes
WorkCentre 5335	MFD	Yes



Xerox Products	Product Type (Copier, Printer, Multifunction Device)	Energy Star Qualified Version 2.0
WorkCentre 5845	MFD	Yes
WorkCentre 5855	MFD	Yes
WorkCentre 5865	MFD	Yes
WorkCentre 5875	MFD	Yes
WorkCentre 5890	MFD	Yes
WorkCentre 6015B	MFD	Yes
WorkCentre 6015N	MFD	Yes
WorkCentre 6015NI	MFD	Yes
WorkCentre 6505DN	MFD	Yes
WorkCentre 6505N	MFD	Yes
WorkCentre 6605DN	MFD	Yes
WorkCentre 7220	MFD	Yes
WorkCentre 7225	MFD	Yes
WorkCentre 7535	MFD	Yes
WorkCentre 7556	MFD	Yes
WorkCentre 7775	MFD	Yes
WorkCentre 7830	MFD	Yes
WorkCentre 7835	MFD	Yes
WorkCentre 7845	MFD	Yes
WorkCentre 7855	MFD	Yes
Xerox Color 550	MFD	Yes
Xerox Color 560	MFD	Yes
Xerox Color 570	MFD	Yes
Xerox Color C75 Press	MFD	Yes
Xerox Color J75 Press	MFD	Yes
Xerox D95 MFD	MFD	Yes
Xerox D95A MFD	MFD	Yes
Xerox D110 MFD	MFD	Yes
Xerox D110 Printer	Printer	Yes
Xerox D125 MFD	MFD	Yes
Xerox D125 Printer	Printer	Yes
Xerox D136 Copier/Printer	MFD	Yes
Xerox D136 Printer	Printer	Yes

Safety Data Sheet

SDS #: A-10026

Toner - Black, Cyan, Magenta, Yellow

Issuing Date 2012-05-29

Revision Date 2012-05-31

Version 1

1. Product and Company Identification

Trade Name: Toner for WorkCentre 7830, WorkCentre 7835, WorkCentre 7845, WorkCentre 7855

Part No. 006R01509, 006R01510, 006R01511, 006R01512, 006R01513, 006R01514, 006R01515, 006R01516, 006R01517, 006R01518, 006R01519, 006R01520

Color Cyan, Black, Magenta, Yellow
Pure substance/preparation Preparation

Identified uses Xerographic printing

Manufactured by: Xerox Corporation
 Webster, NY 14580

Emergency telephone Safety Information (800)828-6571
 Health Emergency (585)422-2177
 Chemical Emergency only (Chemtrec) (800)424-9300
 or (703)527-3887 (collect outside the US or Canada)

2. Hazards Identification

Emergency Overview

The product contains no substances which, in the form utilized and at their given concentrations, are considered to be hazardous to health.

Color	Appearance	Physical state	Odor
Cyan, Black, Magenta, Yellow	Powder	Solid	Faint

Potential Health Effects

Principle Routes of Exposure

Inhalation

Acute toxicity

Eyes	No known effect
Skin	No known effect
Inhalation	No known effect
Ingestion	No known effect

Chronic effects

Chronic toxicity

No known effects under normal use conditions. Repeated or prolonged inhalation may cause irritation of the respiratory tract as can occur with the inhalation of any non-toxic dust. Minimum respiratory or eye irritation may occur as with exposure to large amounts of any non-toxic dust

Main symptoms

Overexposure may cause:
 mild respiratory irritation similar to nuisance dust

Aggravated Medical Conditions

None under normal use conditions

Environmental hazard

See Section 12 for additional Ecological Information.

Risk Phrases None required

3. Composition/Information on Ingredients

Chemical Name	CAS-No	Weight %
Polyester resin	Proprietary	70-90
Wax	Proprietary	1-10
Carbon black	1333-86-4	1-10
Pigments	Proprietary	5-10
Amorphous silica	Proprietary	1-5
Titanium dioxide	13463-67-7	1-5

4. First Aid Measures

General advice For external use only. When symptoms persist or in all cases of doubt seek medical advice. Show this material safety data sheet to the doctor in attendance.

Eye contact Immediately flush with plenty of water. After initial flushing, remove any contact lenses and continue flushing for at least 15 minutes

Skin contact Wash skin with soap and water

Inhalation Move to fresh air

Ingestion Rinse mouth with water and afterwards drink plenty of water or milk

Notes to physician Treat symptomatically

Protection of first-aiders No special protective equipment required.

5. Fire-Fighting Measures

Flammable properties Not flammable. Will not readily ignite

Flash point Not applicable

Suitable extinguishing media Use water spray or fog; do not use straight streams, Foam
Unsuitable extinguishing media Do not use a solid water stream as it may scatter and spread fire

Hazardous combustion products Hazardous decomposition products due to incomplete combustion, Carbon oxides, Nitrogen oxides (NOx)

Explosion Data
Sensitivity to Mechanical Impact Not impact sensitive
Sensitivity to Static Discharge Fine dust dispersed in air, in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard.

Specific hazards arising from the chemical

Fine dust dispersed in air, in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard.

Protective Equipment and Precautions for Firefighters

In the event of fire and/or explosion do not breathe fumes. Wear fire/flame resistant/retardant clothing. Use self-contained pressure-demand breathing apparatus if needed to prevent exposure to smoke or airborne toxins.

NFPA 704

Consumer use	Health Hazard	Flammability	Stability	Special hazard
	0	1	0	None
Bulk packages	Health Hazard	Flammability	Stability	Special hazard
	0	3	0	None

6. Accidental Release Measures

Personal Precautions	Avoid breathing dust.
Environmental Precautions	No special environmental precautions required
Methods for containment	Prevent dust cloud
Methods for cleaning up	Prevent dust cloud. Sweep up or vacuum up spillage and collect in suitable container for disposal. Use non-sparking tools and equipment.
Other Information	See Section 12 for additional information.

7. Handling and Storage

Advice on safe handling	Handle in accordance with good industrial hygiene and safety practice Prevent dust cloud
Technical measures/Storage conditions	Keep container tightly closed in a dry and well-ventilated place Store at room temperature
Hygiene measures	None under normal use conditions
Industrial User	Do not eat, drink or smoke when using this product Wash hands before eating, drinking, chewing gum, using tobacco, or using toilet Wash hands before breaks and at the end of workday Provide regular cleaning of equipment, work area and clothing.

8. Exposure Controls/Personal Protection

Exposure guidelines

Product information

ACGIH TLV TWA	10 mg/m ³ (inhalable particles)
ACGIH TLV TWA	3 mg/m ³ (respirable dust)
OSHA PEL TWA	15 mg/m ³ (total dust)
OSHA PEL TWA	5 mg/m ³ (respirable dust)
Xerox Exposure Limit	2.5 mg/m ³ (total dust)
Xerox Exposure Limit	0.4 mg/m ³ (respirable dust)

Other Information

The results obtained from a Xerox sponsored Chronic Toner Inhalation Study demonstrated no lung changes in rats for the lowest (1 mg/m³) exposure level (the level most relevant to potential human exposure). A very slight degree of fibrosis was noted in 25% of animals at the middle (4mg/m³) exposure level, while a slight degree of fibrosis was noted in all the animals at the highest (16 mg/m³) exposure level. These findings are attributed to "lung overloading", a generic response to excessive amounts of any dust retained in the lungs for a prolonged period. This study was conducted using a special test toner to comply with an EPA testing protocol.

Biological standards

This product, as supplied, does not contain any hazardous materials with biological limits established by the region specific regulatory bodies

Occupational Exposure Controls

Engineering measures	None under normal use conditions.
Industrial use	Avoid dust formation Ensure all equipment is electrically grounded before beginning transfer operations Provide appropriate exhaust ventilation at places where dust is formed

Personal Protective Equipment

Consumer use	These recommendations apply to the product as supplied
Respiratory protection	No special protective equipment required.
Eye/Face protection	No special protective equipment required.
Skin and body protection	No special protective equipment required.
Hand protection	No special protective equipment required
Industrial use	In case of insufficient ventilation: Wear protective eyewear (goggles) Effective dust mask

9. Physical and Chemical Properties

Appearance	Powder	Odor	Faint
Odor threshold	Not applicable	Physical state	Solid
pH	Not applicable	Color	Cyan , Black, Magenta, Yellow
Flash point	Not applicable	Boiling point/range	Not applicable
Softening point	- °C / - °F	Autoignition temperature	Not applicable

Flammability Limits in Air Not applicable

Explosive properties Fine dust dispersed in air, in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard

Vapor pressure Not applicable
Vapor density Not applicable
Water solubility Negligible

Viscosity	Not applicable
Partition coefficient	Not applicable
Evaporation rate	Not applicable
Melting point/range	Not determined
Freezing point	Not applicable
Specific gravity	~

10. Stability and Reactivity

Reactivity	No dangerous reaction known under conditions of normal use
Stability	Stable under normal conditions
Incompatible products	None
Conditions to Avoid	Prevent dust cloud, Fine dust dispersed in air, in sufficient concentrations, and in the presence of an ignition source is a potential dust explosion hazard
Hazardous Decomposition Products	None under normal use
Hazardous polymerization	Hazardous polymerization does not occur
Hazardous reactions	None under normal processing.

11. Toxicological Information

The toxicity data noted below is based on the test results of similar reprographic materials.

Acute toxicity

Product information

Irritation	No skin irritation No eye irritation
LD50 Oral:	> g/kg (rat)
LD50 Dermal:	> g/kg (rabbit)
LC50 Inhalation:	> mg/L (rat, 4 hr)

Eyes	No known effect
Skin	No known effect
Inhalation	No known effect
Ingestion	No known effect

Chronic toxicity

Product information

Chronic effects	No known effects under normal use conditions. Repeated or prolonged inhalation may cause irritation of the respiratory tract as can occur with the inhalation of any non-toxic dust. Minimum respiratory or eye irritation may occur as with exposure to large amounts of any non-toxic dust.
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Main symptoms	Overexposure may cause: mild respiratory irritation similar to nuisance dust
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Aggravated Medical Conditions	None under normal use conditions
Carcinogenicity	See "Other Information" in this section.

Chemical Name	IARC	NTP
Carbon black	2B	
Titanium dioxide	2B	

Other toxic effects

Product information

Sensitization	No sensitization responses were observed
Mutagenic effects	Not mutagenic in AMES Test
Target organ effects	None known.
Other adverse effects	None known
Aspiration Hazard	Not applicable

Other Information

The IARC (International Agency for Research on Cancer) has listed carbon black as "possibly carcinogenic to humans". The classification is based on studies evaluating pure, "free" carbon black. In contrast, toner is a formulation composed of specially prepared polymer and a small amount of carbon black (or other pigment). In the process of making toner, the small amount of carbon black becomes encapsulated within a matrix. Xerox has performed extensive testing of toner, including a chronic bioassay (test for potential carcinogenicity). Exposure to toner did not produce evidence of cancer in exposed animals. The results were submitted to regulatory agencies and published extensively

The IARC (International Agency for Research on Cancer) has listed titanium dioxide as "possibly carcinogenic to humans". The classification is based on studies in rats using pure, unbound TiO₂. Based on the review of available study results, when this product is used as intended, Xerox has concluded that the presence of titanium dioxide in this mixture does not present an increased risk of lung cancer or chronic respiratory disease.

12. Ecological Information

Ecotoxicity

The environmental impact of this product has not been fully investigated. However, this preparation is not expected to present significant adverse environmental effects.

13. Disposal Considerations

Waste Disposal Methods This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material could become a hazardous waste if it is mixed with or otherwise comes in contact with a hazardous waste, if chemical additions are made to this material, or if the material is processed or otherwise altered. Consult 40 CFR 261 to determine whether the altered material is a hazardous waste. Consult the appropriate state, regional, or local regulations for additional requirements

Contaminated packaging Dispose of in accordance with local regulations.

14. Transport Information

Note This material is not subject to regulation as a hazardous material for shipping.

15. Regulatory Information

International Inventories

TSCA	Complies
DSL/NDSL	Complies

U.S. Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372.

SARA 311/312 Hazard Categories

Acute Health Hazard	No
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

This product is not regulated as a pollutant pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

Clean Air Act, Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61)

This product is not regulated as a hazardous air pollutant (HAPS) under Section 112 of the Clean Air Act Amendments of 1990.

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

TSCA

TSCA 12b does not apply to this product.

U.S. State Regulations

California Proposition 65

Carbon black is regulated under California Proposition 65 only if in the form of "airborne, unbound particles of respirable size". Toner products do not contain carbon black in the form of "airborne, unbound particles of respirable size". Therefore, the requirements of Proposition 65 do not apply to this product.

Chemical Name	CAS-No	California Prop. 65
Carbon black	1333-86-4	Carcinogen

U.S. State Right-to-Know Regulations

Although this product contains substances included in some U.S. State Right-to-Know regulations, the particles are bound in a unique matrix and, therefore, the product does not pose any specific hazard.

Canada

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all the information required by the CPR.

WHMIS Hazard Class

Not subject to WHMIS classification

16. Other Information

Issuing Date	2012-05-29
Revision Date	2012-05-31
Revision Note	Initial Release

Disclaimer

The information provided on this MSDS is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text

end

Environmental sustainability at Xerox

We view sustainability not as a cost of doing business, but as a way of doing business.

Our responsibility to the environment focuses on four challenges where we can have the most impact:

- Reducing Energy Use and Protecting the Climate
- Preserving biodiversity and the world's forests
- Preserving clean air and water
- Preventing and managing waste.

With the help of our suppliers, customers and other stakeholders, our policy is to integrate these global environmental challenges into our core business strategies and practices.

Our sustainability calculator evaluates customers' use of document technology and identifies environmental benefits for energy and paper use, solid waste, water, air and greenhouse gas emissions.

Reducing Energy Use and Protecting the Climate

Our focus: We invest in technologies that reduce the carbon footprint of our operations and the document-management solutions we offer to our customers. Our aim is to be carbon-neutral.

What we're doing:

- Reducing company-wide greenhouse gas emissions by 25% by 2012 from 2002 levels. From 2002 to 2009, we reduced greenhouse gas emissions by 31%.
- The U.S. EPA continues to make the ENERGY STAR program more stringent. Xerox meets this challenge by providing document systems that are even more energy efficient than previous models.
- We continue to develop and implement innovative printing technologies such as Emulsion Aggregation (EA) Toner and Induction heat fusing which reduce energy use.
- Our consulting and outsourcing services are designed to help customers reduce energy use and waste.
- By replacing single-function devices like printers and copiers with Xerox® multifunction systems, our customers reduce energy use from their document technology by up to 50%.



Preserving Biodiversity and the World's Forests

Our focus: We work with our customers, suppliers and other stakeholders to support the development of a sustainable paper cycle through paper-sourcing guidelines and environmentally sound paper offerings, as well as products and services that decrease offices' dependency on paper.

What we're doing:

- We invented 2-sided printing; in 2010 we integrated "earth smart" features into our global print driver, which further encourages and automates efficient use of paper and resources.
- Our document services like imaging and Web-based collaboration decrease office workers' dependency on paper. Software products such as DocuShare®, SMARTsend® and FreeFlow® Digital Workflow Collection help Xerox customers reduce paper consumption by facilitating electronic data management, scan to e-mail, print-on-demand and distribute-then print workflows.
- We hold our paper suppliers to tough standards for how they source and produce paper, driving improvements in forest management and protection of endangered forests.
- In addition to recycled paper, Xerox has introduced papers that comply with sustainable forest management standards including Forest Stewardship Council (FSC), Program for the Endorsement of Forest Certification (PEFC) and Sustainable Forestry Initiative (SFI).
- We partner with The Nature Conservancy to advance forest management practices and improve sustainable forest management programs.



Preserving Clean Air and Water Through Reducing Use of Toxins and Heavy Metals

Our focus: We use chemicals carefully and responsibly. We seek alternatives that are less harmful to the environment. Our products are safe to use and can be disposed responsibly.

What we're doing:

- We strive to eliminate the use of persistent, bioaccumulative and toxic (PBT) materials throughout the supply chain.
- Having launched comprehensive health studies over 25 years ago that are still in place today, we are the world's experts on the safety of toner. Our toxicologists review new materials in our products to ensure compliance to applicable global registration, hazard communication and waste handling and disposal.
- We have nearly eliminated the use of lead and mercury from our new products, and we are seeking feasible alternatives for remaining uses.
- Xerox® products sold in Europe meet the requirements for the EU Restriction of Hazardous Substances directive (RoHS). Since 2007, all new products launched are designed to meet RoHS requirements in all markets.
- Since 1991, our manufacturing operations have reduced by 95% emissions of particulates and toxics into the air.
- Xerox® dry inks are non-toxic and do not generate hazardous waste.
- Our products have achieved chemical emission levels that are well below global regulatory requirements—often at or near the detection limit of our measurement equipment.

Preventing and Managing Waste

Our focus: We strive to reduce waste in our operations and in the use of our products for our customers as well as for our company. We responsibly manage the disposal of waste by seeking reuse and recycling options.

What we're doing:

- **Recycling:** Through the Xerox Green World Alliance®, our customers are encouraged to return toner cartridges and containers for recycling. More than 2.2 million cartridges and containers are returned every year. We process for reuse 1.3 million pounds of post-consumer waste toner.
- **Cartridge-Free Technologies:** Our proprietary solid ink color printing technology uses compact, "cartridge-free" ink sticks with no plastic casings, reducing print related waste by up to 90% vs comparable color laser printers.
- **Product Takeback:** In the 1990s, Xerox pioneered remanufacturing for office equipment
- **Waste-Free Factories:** We were an early adopter of ISO 14001, an international standard for environmental management. All of Xerox's major manufacturing sites were certified to ISO 14001 in 1997, within one year of the development of the standard. With this approach, we continue to improve our environmental performance, including achievement of a 93% recycle rate for non-hazardous solid waste.

Xerox Environment, Health, Safety & Sustainability Policy

Xerox Corporation is committed to the protection of the environment and the health and safety of its employees, customers and neighbors. This commitment is applied worldwide. The following principles shall govern all business practices in the design, manufacture, procurement, marketing, distribution, maintenance, reuse/recycling and disposal of products and related services:

- Protection of the environment and the health and safety of our employees, customers and neighbors from unacceptable risks takes priority over economic considerations and will not be compromised.

- Xerox operations must be conducted in a manner that safeguards health, protects the environment, conserves valuable materials and resources, and minimizes risk of asset losses.
- Xerox is committed to designing, manufacturing, distributing and marketing products and processes to optimize resource utilization and minimize environmental impact.
- All Xerox operations and products are, at a minimum, in full compliance with applicable governmental requirements and Xerox standards.
- Xerox is dedicated to continuous improvement of its performance in environment, health and safety.

To learn more, visit www.xerox.com/environment or call us at 1-800-ASK-XEROX. Our Report on Global Citizenship is available online at www.xerox.com/citizenship.





Print Responsibly.

IPW Product Certifications and Compliance

TAA Compliance:

All IPW products comply with the Trade Agreement Act (TAA) of the United States Government. Many U. S. Government agencies require TAA compliancy for the products they purchase.

Canadian General Standards Board (CGSB):

IPW products have been tested and approved by Canadian General Standards Board. CGSB certification is a requirement for Canadian Government agencies and departments for the products they purchase.

STMC Certification:

IPW is certified by International Imaging Technology Council as STMC compliant company. Our quality test methods and procedures follow the STMC guide.

EPA's CPG program Compliancy:

IPW is listed by the U.S. Government's Environmental Protection Agency as a compliant company with the EPA's Comprehensive Procurement Guideline (CPG) program. The CPG program is part of EPA's continuing efforts to promote and encourage private and government organizations to use products made with post consumer recovered & recycled materials. IPW products on average are made with over 75% post consumer recovered materials.

ISO Life Test Compliancy:

IPW products are tested using ISO/IEC 19798 & 24711 procedures for page yield of Color toner cartridges and ISO/ IEC 19752 for Monochrome toner cartridges.

Reliability Testing based on OEM procedures:

IPW products and components reliability is tested with procedures used by some of the largest printer cartridge OEM manufacturers. Our manufacturing and quality labs use close to million sheets of paper every month to ensure the reliability of our products under the most demanding print applications.

EXHIBIT B



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.
- B.** If this policy is cancelled by the Company, for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 10 days of the Company's receipt of

certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____


By _____



Contract Control Number: GENRL-201416395-00

Contractor Name: LEWAN & ASSOCIATES

By: _____



Name: KENNETH R. LONB
(please print)

Title: VP, COO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

