

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **LEWAN & ASSOCIATES, INC.**, a Colorado Corporation whose address is PO BOX 912728, Denver, Colorado 80291-2728 (the “Lessor”), referred to herein jointly as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the Parties entered into an agreement dated October 1, 2014, an Amendatory Agreement dated April 3, 2015, and a Second Amendatory Agreement dated December 19, 2017, relating to the lease of office equipment, (“Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to amend the term.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the Parties as follows:

1. All references to “Exhibit A” in the existing Agreement shall be amended to read “Exhibits A through A-4” as applicable. The additional Scope of Work marked as Exhibit A-2, and the additional pricing schedules marked as Exhibit A-3 and A-4 are attached and incorporated by reference.

2. Article 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“3. **TERM**: The term of the Agreement will commence on October 1, 2014 and will expire on September 30, 2021 (the “Term”).

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: TECHS-202055180-03 (TECHS-201416395-03)
Contractor Name: LEWAN & ASSOCIATES

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202055180-03 (TECHS-201416395-03)
LEWAN & ASSOCIATES

By:  _____

Name: vicki Mares
(please print)

Title: Executive Director of Operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

STATEMENT OF WORK

*PaperCut MF
City and County of Denver*

PREPARED FOR:

City and County of Denver

Statement of Work

PaperCut MF



PREPARED BY:

Lewan Technology

DJ Jandl, Director of Application Technologies at Lewan

Brian Miller – Director of Analyst Services at Lewan

Account Number: LEW-DS03:21636

08/12/2020

TABLE OF CONTENTS

Introduction	3
Proprietary Notice	3
Project Overview.....	3
Project Phases.....	4
Deliverables	5
Service details/project scope	5
Service Excluded from the project scope	8
Project Management.....	8
Work Prerequisites	9
Change Control: Statement of Work Changes and/or Additions	9
Project assumptions	9
Customer Responsibilities	10
Considerations	11
Support Calls	11
Contacts.....	12
Project Costs	13
Project Authorization.....	14
Appendix A – PaperCut System Requirements	15
Appendix B - Project Completion Form	24
Appendix C - Change Order Control Form.....	25

INTRODUCTION

Lewan & Associates, Inc. (“Lewan” and “Lewan Technology”) has prepared the following Statement of Work (“SOW”) to outline services for City and County of Denver (“Customer”) for the PaperCut Print Governance Implementation.

Lewan has detailed the Project scope for the Project. Lewan has a dedicated team of professionals with a proven history of helping customers implement high performance, cost effective, manageable solutions that satisfy their business requirements. The service costs outlined in this document are based on Lewan’s experience and information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

PROPRIETARY NOTICE

This proposal contains confidential information of Lewan. In consideration of the receipt of this document, Customer agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

PROJECT OVERVIEW

The main goals of this project is to assist Customer with the following tasks:

- Install PaperCut MF on DenverCO proposed server to track printing on the new Print IOT (10) print servers with PaperCut Print Provider or Site Server License, and configure the PaperCut software for print governance so users authenticate with badges and or user name and password for copy tracking.
- XMedius fax from main Xerox screen (not in ShareScan anymore).
- ShareScan will be removed from the City and County of Denver environment 100%.
- Integrated Scanning will allow end users to scan to their network folders for department or home folder usage if that is contained in their Active Directory Profile or a department folder is setup by Denver Technical Services team to scan to a home folder.
- Copies and Prints will be reported in the 80+ reports in PaperCut and sent to the proper reporting email or folder on the cadence that City and County of Denver would like for MFD or User or Group usage.
- User’s will have Find-Me printing capabilities.
- Lewan will provide training as needed on demand to support end users and Technical Services with Lewan trainer
- Help relaunching/rebranding for videos on how to operate Xerox MFPs with PaperCut will be provided so that Denver Channel 8 can publish.
- Lewan will also help Service and Desktop crews with training and training videos on how to give them some tools and knowledge on how to do driver deployments, and troubleshoot stuck jobs in the print queue, and how to change driver settings to black and white vs color and simplex vs duplex.
- Lewan will show Technical Services on how to change the default login screen to the Xerox home screen where users login into for copy, scan to email, XMedius Fax, PaperCut icon for Scan to Network Folder paths, Scan to One Drive.

- Special –PI badge readers for City and County of Denver Courts and Information Technology will be needed to support their special requirements. These readers will need to be purchased by City and County of Denver.
- NOTE: Lewan is testing current CRU00Z02 badge readers currently deployed to only work with Equitrac and see if they will work to be reconfigured to work with PaperCut. Otherwise, new badge readers will have to be purchased by City and County of Denver to support PaperCut authentication that are more universal badge readers.

PROJECT PHASES

The main phases of this project are:

1. Customer & Lewan project kick-off call
2. Project scope performed
3. User Acceptance Testing 900 Devices citywide
4. Check adjustments after each location is completed for lessons learned
5. Project Completion

PROJECT KICKOFF MEETING

As assigned, the Lewan Project Manager will lead a planning and preparation meeting with Customer contacts. During this meeting, Lewan will confirm Customer readiness and review the agenda points noted below.

Suggested Customer participants are (based on applicability to project):

- Project Owner/Sponsor
- Main Technical point of contact
- Server Team point of contact
- Project Manager (if applicable)

The agenda for this meeting includes a review of the following:

- Scope of the project in this SOW
- Project timelines (start of mid to late November) from start to completion, including critical project completion timing requirements
- Verifying Resources at ready for server and print server architecture for PaperCut to reside and function properly
- Customer processes (i.e., change control, maintenance windows)
- Customer expectations and key success factors (determined/verified during meeting – System requirements, etc...)
- Roles, responsibilities, and points of contact for Lewan and Customer (determined/verified during meeting)

DELIVERABLES

The deliverables of this project are to assist the customer with installing PaperCut. Customer to receive the software licenses and hardware listed below.

- PaperCut License server software license
- (900) Xerox MFD embedded device licenses for PaperCut
- Printer Deploy unlimited zones device license
- Listing of Departments/Organizations for Device Embedded Licenses
- User licensing – Unlimited
- Use the existing Kofax Equitrac badge readers that are the newer models. Older badge readers may have to be replaced and the Courts and IT may need a –PI dual badge option that has been discussed with City and County of Denver and needs to be 100% tested prior to rollout. Badge Readers for makes and models

SERVICE DETAILS/PROJECT SCOPE

The following are the services and tasks that Lewan will provide in fulfillment of the defined deliverables (the “Services”) of the project described in this SOW. Lewan shall provide the Services at the Customer location set forth herein or on a remote basis. Estimated delivery and/or service schedules contained in this SOW are non-binding estimates.

The service provided to customer includes:

A kick-off planning call will be scheduled before the implementation to confirm system requirements are ready and to agree on the work to be done for install. Start date To Be Determined (TBD).

1. Lewan will provide licensing for the PaperCut MF and the support for period of (1) Year of Maintenance and Support from day of license delivery from PaperCut. Renewal of license to be done 30 days prior to anniversary of expiration. Certain functions will not work in PaperCut without Maintenance and Support, and no upgrading of the minor or major releases can be done without Maintenance and Support active, or server moves.
2. Installation of software on customer’s server. Customer will have all system requirements met prior to implementation starts. See Appendix A.
3. Print tracking
 - 3.1. Unlimited users will be tracked. City and County of Denver TS group will have Organization Units and Users in Active Directory prior to PaperCut.
 - 3.2. Prints will be tracked when users log-in to a workstation and print to a network device in the Denver print server.
 - 3.3. Prints to local printers can be tracked if the workstation client is installed. Lewan to assist pushing out of the Direct Print Monitor client package. The PaperCut Client is designed to be pushed with a zero-

- install method.
- 3.4. Find-Me printing. The Find-Me print driver will be installed so that when users select this driver, their print job will go into the find-me queue. The print job will then be viewed/printed/deleted/held at any of the Xerox devices that have the PaperCut embedded license installed. All devices will be participating in the Find-Me Printer pool.
 - 3.5. Lewan will show customer's IT how to install the Find-Me print driver on the print server, and the customer will be responsible to push out the Find-Me driver to all users.
 4. Lewan will show how to use Print Rules and Recipes. City and County of Denver will not deploy rules. Lewan will provide education to the City and County of Denver administrators.
 - 4.1. Volume cap when printing to a small printer to a less expensive device
 - 4.2. Emails will not print in color, changed to greyscale or monochrome only
 5. Filters and Restrictions
 - 5.1. Some or selected users will only be able to print in b/w, others can print in color based on user group or user permissions
 - 5.2. Other rules - What else will be enforced (I.E. double sided, greyscale/black printing)
 6. Xerox MFD tracking
 - 6.1. There are (900) licenses being received
 - 6.2. Each Xerox receiving PaperCut embedded licensing will have the External RFID card readers and embedded licenses installed.
 7. Authentication at the Xerox MFD for user name and password or badge
 - 7.1. Users will have two ways to authenticate at the Xerox device— user badge (supplied by Customer) or user name and password.
 - 7.2. The badge and user name and password will have Active Directory integration. The code will be associated with the appropriate user by either:
 - a) Customer will be responsible for inputting the codes in each user's active directory field
 - b) Self-Association—the first time the user attempts to use their code a Xerox MFD, they will be prompted to log-in with their network user name and password.
 8. Integrated Scanning
 - 8.1. Integrated Scanning will be set up on all devices
 - 8.2. Because all users will need to authenticate to do anything at the MFD, the users' credentials will be passed to the applications already installed on the MFD. User will be able to scan to themselves. If the user's Active Directory profile has home folder paths, Lewan will pull that credential in for scan to home folder. If the email address is loaded for the user it will automatically pull the email address from A.D. into PaperCut and store that email in the user's profile.
 - 8.3. PaperCut Integrated Scanning is also available for Scan to Cloud Accounts (Google Drive, DropBox and Box, OneDrive, Evernote, SharePoint).
 9. System Health Monitoring – go over this portion to see if we can link with a URL or JSON for Solar Winds console for City and County of Denver Technical Services team.
 10. Removal of the Equitrac license for each MFD has to be done prior to installing the embedded license on the

PaperCut server. The MFD is currently pointed to the Equitrac server will need the URL of the address to the PaperCut server. Test and verify it is working 100%, then remove from Equitrac completely.

11. Kofax (formerly Nuance) ShareScan will be removed 100% from City and County of Denver environment and decommissioned as a viable product in their environment.
12. XMedius icon will be moved from ShareScan icon to the home screen of the Xerox devices and integrated with PaperCut for single sign on for authentication with credentials passed to XMedius from PaperCut login.
13. End User Training –Lewan will provide training as requested by City and County of Denver.
14. Desktop and Service crews will be provided training and videos on how to troubleshoot print queues, load drivers and change settings in drivers for color vs greyscale/black and simplex vs duplex printing.
15. Admin Training. It is recommended that the Customer's PaperCut Admin is available during the implementation, which will also serve as training. In addition to this, up to 4 hours of dedicated training to include (yet not limited to; can be one session or multiple sessions)
 - 15.1. Customer has designated the following for the administrator training: IT user part of PaperCut, syncing credentials, managing employee badges, etc.). This will be presented to the contacts later in this document.
 - 15.2. Rules. Lewan will show Customer how to configure printing rules. Example---how to default all emails to black/white and double sided, if print over "x" number do not print to printer yet route to Xerox
 - 15.3. Filters and Restrictions, Lewan will show Customer how to configure filters in PaperCut, which is different than print rules or recipes.
 - 15.4. Reports.
 - How to access reports and schedule reoccurring reports
 - How to assign costs for reporting for each printer/device
 - 15.5. How to set up new device manually in PaperCut and how to add in a new device
 - 15.6. Overview of PaperCut software and solution operation
 - 15.7. Administration and troubleshooting of PaperCut server software
16. End User Training
 - 16.1. Customer has decided to do a train-the-trainer approach. Up to one hour of training will be scheduled for them to show the differences between Equitrac and PaperCut from a driver and MFD walk-up functionality at the panel
 - 16.2. How to authenticate at the Xerox MFD with the employee badge
 - 16.3. How to use the Find-Me-printing at the print driver level as well as releasing/viewing print jobs in queue at the MFD
 - 16.4. Training materials will be provided by Lewan

SERVICE EXCLUDED FROM THE PROJECT SCOPE

This Project does not cover the following functions or deliverables.

- Network sizing, capacity analysis
- Creating a print server
- On-site installation or Remote Installation

USER ACCEPTANCE TESTING

17. User Acceptance Testing (UAT) is the primary responsibility of the Customer. To achieve UAT, Customer will test the solution in a real-life environment for period of 15 business days. Please note that the purpose of UAT is to make sure the solution is working as expected. In many projects, configuration changes will be needed. Lewan will provide support during the UAT period for these configuration changes.

17.1. UAT for this project phase will start when the final PaperCut licenses is installed, tested before going “live” with users has shown successful, and training has happened (or when Customer and Lewan agree).

17.2. PaperCut UAT to include (yet not limited to) users authenticating at the Xerox MFDs with their employee badge, printing to the Xerox, printing to the Find-Me queue and releasing the print job(s) at any of the Xerox MFDs, integrated scanning, and running reports to track copying and printing.

PROJECT CLOSEOUT

Tasks:

- Complete and deliver Project Completion form, Appendix B
- As appropriate, transition ongoing support to Customer and Lewan Support, and Software Manufacturer PaperCut
- Review Customer satisfaction and obtain feedback
- Obtain Customer signoff on Project Completion Form

PROJECT MANAGEMENT

As assigned, the Lewan Project Manager performs the following activities:

- Tracking hardware and software shipments and deliveries
- Development and maintenance of project schedules and plans
- Coordination of weekly/daily status calls with the project team
- Managing the development and updating of deliverables
- Managing risks and issues
- Performance or coordination of other project activities

WORK PREREQUISITES

The Work Prerequisites for services under this SOW are:

- Lewan must receive one signed copy of this document with an authorized signature. Upon receipt, this project will commence as specified under the Project Timeline as agreed by both parties. All dates and times are given to serve for the purpose of reference only and will not be used against either party for award of payment or deliverables. Targeted for mid-November to late-November for start of installation.
- Customer must designate a single point of contact and a backup contact for communications with Lewan personnel.
- Customer to have the server ready before the implementation begins.

CHANGE CONTROL: STATEMENT OF WORK CHANGES AND/OR ADDITIONS

Customer may request or Lewan may propose a change to the services reflected in this SOW. In the event of a mutually agreed change, Lewan will provide a written description of the requested change (called a "Change Control"). The Change Control process will describe the change, the rationale for the change, and specify any changes in the fees, estimated schedule or any other applicable terms. Lewan is not responsible or liable for any delays, costs or damages resulting from the customer's rejection of or delay in approving a Change Control.

The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Control will be the vehicle for communicating change. It must describe the change, the reason for the change, and the effect the change will have on the Project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation. Lewan will specify if there will be any charges for such investigation, which may be incorporated into the Change Control. The investigation will determine the effect that the implementation of the Change Control charge will have on price, schedule, and other terms and conditions of this SOW.
- A written Change Control must be signed by both parties to authorize the implementation of the changes.
- Change Control is Appendix C.

PROJECT ASSUMPTIONS

To execute the Project successfully, several key assumptions have been made. Any change in these assumptions may result in a change in scope, which will be addressed through the Change Control process, and may result in additional charges and/or delay of the completion of the Project.

- Lewan will make no changes to City and County of Denver environment for data storage.
- All Services will be performed offsite by Lewan's technical resources, as agreed by Lewan and Customer.
- All discussions of Project duration are dependent upon a timely reception of any other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.

- Lewan will not be able to start work until after this SOW has been signed and returned. Resources can only be allocated and scheduled once a copy of the signed SOW is received by Lewan.
- While scheduling changes do not generally result in a billable change of scope, they could affect the availability of resources for both Lewan and Customer and delay the completion of the Project.
- Services provided by Lewan or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm MST) Monday through Friday excluding Lewan recognized holidays. Services provided outside of Lewan standard business times and hours will be considered out of scope and will be handled as a Change Control at standard overtime rates if Customer requests it.

CUSTOMER RESPONSIBILITIES

- Customer will have any and all system requirements confirmed and met prior to when the implementation begins.
- Customer is responsible for the backup of all data and verification of those backups (i.e., the ability to fully restore and recover data) prior to commencement of this project.
- When working in, maintaining or resolving issues in an existing IT environment, there is always the risk of data loss due to the failure of equipment or software. Lewan Technology will do everything feasible to prevent any loss of data, as well as make effort to avoid system failure or downtime. Lewan Technology cannot be held liable or accountable for the loss of data or cost of reconstruction should they occur during the course of this agreement. We recommend that customers create, verify and maintain backup copies of all data prior to services being rendered.
- Lewan requires access to Customer personnel for requirements gathering, scheduling, project status and materials review.
- All servers, network devices, and other hardware must have power available, and network-ready connectivity, including appropriate name resolution services.
- Unless otherwise noted, Customer will perform all operating system activities and new installations/configurations with input from Lewan resources. Lewan will work with Customer project team to conform to internal standards.
- As required for the project, Customer will provide root/admin-level access and physical access to required servers, network devices, and other hardware involved for direct assistance from Lewan resources.
- Unless otherwise noted, Customer will provide necessary media/access for software and patch installation, typically DVD-ROM and/or Internet.
- Unless otherwise noted, Customer will provide support identifiers for contacting vendor support contracts, and/or provide someone to control and manage the dialog with the vendor support resources.
- Unless otherwise noted, Customer will provide necessary licensing and related information & documentation to accomplish services.
- Customer will provide a single point-of-contact for Lewan to coordinate with for this project. This person should have knowledge of the target systems, and decision-making authority or timely access to the necessary decision-making authority.
- Customer will promptly coordinate and schedule system outages needed for all services. These events will be scheduled to avoid project delays while minimizing business and end user impact.
- Customer will sign and return the Project Completion in a timely manner. If it is not returned 30 days after the initial request, Lewan can close out the project.

CONSIDERATIONS

Lewan Technology is rendering services in an advisory and service capacity. Lewan personnel strictly adhere to the licensing terms and conditions of all manufacturers' license agreements. Our responsibilities for installing software and hardware, and for product warranties, are limited to the manufacturer's specifications and terms.

Technology advances have created an environment where many manufacturers as well as vendors do not have the opportunity to test every possible combination of hardware and software. Lewan Technology has established key vendor relationships with hardware and software vendors to ensure the highest level of technical support in order to resolve complex issues. Lewan consultants will utilize all levels of technical support to ensure that services are performed effectively and efficiently. Our project manager and/or consultants will provide ongoing communications with Customer regarding unresolved or complex issues and additional time that may be required to resolve them.

Lewan will provide no charge warranty support via telephone or e-mail for services performed by us for thirty (30) days after each SOW has been completed. This support is limited to problem determination and resolution related exclusively to workmanship issues performed by Lewan and does not include training, technical skills transfer, or application support, unless otherwise agreed to within the SOW. Requests for on-site support or remote access will be provided with a one-hour minimum, unless otherwise defined within the SOW.

SUPPORT CALLS

Provided that Customer has current support coverage in place with the applicable third party software manufacturer ("Software Manufacturer") and paid the applicable maintenance fees, Lewan shall provide Customer with the following technical support for the software ("Software") if they are current under support coverage.

Customer will place a call for support by calling Lewan directly (recommended) or can reach out to our partners directly:

- Lewan's Helpdesk/Network Support Group 8:00am–5:00pm MST (excluding company holidays) at
 - Brian Miller – 303-969-2417, brianr.miller@xerox.com
 - DJ Jandl – 303-968-2558, david.jandl@xerox.com
 - 888-539-2611 (888-LEWAN-11) or 303.759.5440 Option 2, Option 2
 - A message can be left outside the normal hours of operation and will be returned the next business day, Monday through Friday. There is no limit on the number of times Customer can call, and no other "per-call" or "per-minute" charges

If onsite assistance is required, then the Lewan COR will contact the local Lewan Area team and notify them of the request. The local Lewan Area team will contact Customer and dispatch an Analyst if applicable. Onsite support by the Lewan Area Analyst Team is not covered by the annual software maintenance and may be billable. See below for what is covered and what is not covered in software maintenance.

Lewan or Software Provider Manufacturer shall have no obligation to support: (i) Software modified without Lewan's and/or the Software Manufacturer's consent, (ii) use of the Software other than in accordance with the end user license agreement between Customer and the Software Manufacturer or the Software's documentation, or (iii)

PaperCut MF
City and County of Denver

Software installed on any computer hardware or used with any software not specified in the Software documentation or otherwise authorized by Lewan and/or the Software Manufacturer in writing.

Software Maintenance Coverage

- New Version Updates to Software (if applicable)
- Patches to Software (if applicable)

Software updates, upgrades and patches are only covered/available if Customer is current on their support and if the software manufacturer provides such updates and patches. The software maintenance coverage described above will be renewed annually and is optional for most software. Customer will be billed separately for annual maintenance costs associated with the third party software after a quote is provided and Customer agrees to the support.

Not Covered by Annual Software Maintenance

- Installation of Updates, Upgrades or Patches (being under support allows the user to have access to these updates and patches, yet customer will perform the work themselves)
- Migration of Software to new server
- Additional training post implementation on the Software both for administrators and end users

On-going onsite support beyond the Support Services defined above will require a Lewan Flexible Service Agreement or billable service order at an additional cost to Customer.

CONTACTS

Lewan contacts:

Name	Title	Email	Phone
Brian Miller	Dir. of Network Services	Brianr.Miller@xerox.com	303-968-2417
Bryan Head	Account Executive	Bryan.Head@xerox.com	303-968-2293
Katherine Rearick	Managed Print Services	Katherine.Rearick@xerox.com	303-968-2225
DJ Jandl	Dir. App. Technologies	David.Jandl@xerox.com	303-968-2558
Jeff Fry	Sales Manager	Jeff.Fry@xerox.com	303-968-2275

Customer contacts:

Name	Title	Email	Phone
Christian Selby	It Systems Administrator Associate	Christian.Selby@denvergov.org	
Marcus Danko	Manager of Information Technology	Marcus.danko@denvergov.org	
Zachary Davis		Zachary.davis@denvergov.org	

PROJECT COSTS

We will use the appropriate blend of consultant(s) and project management to deliver this project. All terms and conditions in this proposal are valid for 30 days from the date of this proposal, unless extended in writing by Lewan Technology. **There is no cost to this trial.**

Customer and Billing Information

- Customer # LEW-DS03:21636

Additional notes:

- Any work performed outside of the scope of this SOW will be billed at rates negotiated separately through a change request.
- Product related to the services in this SOW will be invoiced upon receipt by Customer, payable according to the terms on the product invoice(s).
- Any consultant and/or project manager services performed outside of normal Lewan business hours (Monday through Friday, 8:00am--5:00pm MST) will be billed at the overtime and/or double-time rate(s) outlined in Customer's Lewan Pricing Agreement. If the Customer has no Lewan Pricing Agreement, double the hourly rate is used for Sunday and Holiday work and time-and-one-half the hourly rate is used for other off-hours support.

PROJECT AUTHORIZATION

We believe the SOW outlined in this document will meet the requirements of the work to be performed. Any modifications to this document will be made in writing and agreed to by both parties subject to additional charges.

Lewan internal approval before Customer signature:

Lewan Authorized Pre-Project Approval:	
Printed Name & Title:	Date:

Customer authorization:

Authorized Customer Signature:	
Printed Name & Title:	Date:

Lewan authorization:

Authorized Lewan Signature:	
Printed Name & Title:	Date:

Even though only this one page is signed, ALL PAGES TO BE RETURNED TO LEWAN

APPENDIX A – PAPER CUT SYSTEM REQUIREMENTS

Customer will have all system requirements ready for the software to be installed before implementation begins.

<https://www.papercut.com/products/mf/system-requirements/>

<https://www.papercut.com/kb/>

Capabilities

Scalability

- Suitable for networks from 5 to 500,000+ users.
- Browser based admin interface - simple for small sites yet powerful for large sites.

Architecture

- Suitable for single server environments to multi-server, multi-site and clustered environments.
- Capable of monitoring locally attached or workgroup printers.
- Powerful yet optional user client software (not required for print monitoring).
- International: Available in 20+ languages and currency formats world wide

Licensing

- True enterprise-wide licensing: unlimited printers, servers and workstations.
- Licenses are based on monitored user numbers.

Open Systems

- Open and documented API, scripting interface, and database schema.
- XML Web Services API with helpful source code examples.
- Report data in CSV/Excel, PDF and HTML.

Printers

- Almost all major laser, inkjet, label and wide-format printers/MFDs/plotters.
- Supported print languages: PCL, PCL6, HPGL, PostScript, PCL-GUI, XPS, Ricoh RPCS, Epson ESC, QPDL, various GDI printers and many languages that don't even have names!

User Directory Services

- Active Directory (native integration including nested groups and OUs)
- Apple OpenDirectory
- Azure Active Directory
- eDirectory
- Google Cloud Directory

This functionality is available for organizations using:

- G Suite Education
- G Suite Enterprise for Education
- G Suite Enterprise
- Cloud Identity Premium
- LDAP
- OpenLDAP
- NIS, PAM, Samba, and others

Security & Encryption

- SSL encryption used for sensitive client-server communications.
- Option to install a signed SSL certificate.

Database Servers

(optional)

- Self managing internal database: suitable for up to 5,000 users*
- Microsoft SQL Server 2008 R2 / 2012 / 2014 / 2016 / 2017 or later (64-bit)

- Microsoft SQL Express 2008 R2 / 2012 / 2014 / 2016 / 2017 or later (free from Microsoft)
- PostgreSQL 8.2 or higher
- MySQL 5.5 or higher
- Oracle 12 or higher

It's highly recommended to move to an external database when you reach 500,000 or more records (e.g. over 500,000 print logs as seen on the About Tab under the 'Database Size Statistics' section).

Clustering Environments

(optional)

- Microsoft Failover Cluster Manager
- Microsoft Cluster Server
- VMware High Availability Cluster
- Linux HA
- Novell Cluster Services

Application / Site Server Requirements

Operating System

- Microsoft Windows (64-bit)
- Apple OS X 10.12 (Sierra) or higher
- Windows Server 2019 / 2016 / 2012 / 2012 R2 / 2008 R2 / Windows 10* / Windows 8* / Windows 7*
Note: Core, server, advanced server, enterprise edition, 64-bit edition, workstation, professional versions all supported. If using Windows Server 2012 or 2012 R2, make sure the Server-Gui-Mgmt-Infra feature of Windows Server is installed.
- Microsoft Clustering Services supported at all application layers
- Most modern Linux (64-bit) distributions including Red Hat 6.0+, Novell SUSE 11.0+, Debian 6.0+, and others (requires GNU glibc 2.11 or higher)†

See our End of Life Policy for more information about OS versions that are no longer supported.

Memory

- 2GB minimum supported (4GB or higher recommended)

Most modern print servers should have a base of 4GB of memory. Note that PaperCut NG/MF will only use 1/4 of the available memory by default, so plan to have 4GB of memory minimum to allow PaperCut NG/MF to use up to 1GB, or by increasing the memory available to PaperCut.

Hard Disk

- 3GB, plus additional storage for logs and print history. When using Print Archiving (off by default), a minimum of 100GB of free disk space is recommended.

Most modern print servers should have a base of 60GB to 500GB of storage available.

Port Requirements

- Use this guide to determine how you should configure your firewall.

Mobility Print Server Requirements (Optional)

Operating System

- Microsoft Windows (64-bit)
- Windows Server 2019 / 2016 / 2012 / 2012 R2 / 2008 R2 / Windows 10* / Windows 8* / Windows 7* (core, server, advanced server, enterprise edition, 64-bit edition, workstation *, professional* versions all supported)

The "desktop" class systems such as Windows 7, 8, and 10 only allow 10 simultaneous connections (see knowledge base article). This means that these systems should only be used as a "server" to host print queues on networks with 10 workstations or less.

- Apple OS X 10.12 (Sierra) or higher
- Most modern Linux (64-bit) distributions including:
 - Red Hat Enterprise Linux (6.0+)
 - CentOS (6.0+)
 - SuSE Linux (11.0+)
 - Ubuntu (10.04+)
 - Debian (6.0+)
 - Others supporting GNU glibc 2.11 or higher

Memory

- 2GB minimum supported (4GB or higher recommended)

Hard Disk

- At least 3GB of free space recommended.

Important: Internet connection is required to automatically update the software when new versions are available. For more finformations, see the 'How do I update my Mobility Print server?' section in FAQ.

Port Requirements

The following ports must be available:

- Port 9163 (HTTP) inbound TCP to the Mobility Print Server
- Port 9164 (HTTPS) inbound TCP to the Mobility Print Server
- If using mDNS, 5353 inbound and outbound UDP to/from the Mobility Print Server
- If using DNS Service Discovery, 53 outbound UDP to DNS server from Mobility Print Server
- If using DNS Service Discovery, 53 inbound UDP to Mobility Print Server from DNS server

Client Requirements

- iOS 11+
- OS X 10.12+ (Sierra)
- Windows 7+
- Android 4.4+
- Chrome OS with Chrome version 43+

Printer Requirements

Mobility Print works with the vast majority of printers. The key requirement is that the printer has a print driver for the server host operating system (e.g. a Windows driver).

Print Release Station Requirements (Optional)

Operating System

- Windows Server 2016 / 2012 / 2012 R2 / 2008 R2 / Windows 10* / Windows 8* / Windows 7*

(core, server, advanced server, enterprise edition, 64-bit edition, workstation *, professional* versions all supported)

- Apple OS X 10.12 (Sierra) or higher
- Most modern Linux distributions (requires Java 8.0 or later)
- Other systems supporting Java 8.0 or later

Memory

- 1GB or greater

Hard Disk

- 0MB - zero-install deployment (recommended)
- 70MB - full local installation

Web Print Sandbox Requirements (Optional)

Operating System

- Microsoft Windows (64-bit)
- Windows Server 2016 / 2012 / 2012 R2 / 2008 R2 / Windows 10* / Windows 8* / Windows 7*
(core, server, advanced server, enterprise edition, 64-bit edition, workstation, professional versions all supported)

3rd Party Software Requirements

- Adobe Reader 9 or later (optional, internal PDF renderer is used in the absence of Adobe Reader)
- Microsoft Office 2016, 2013, 2010, and 365 (to support Office formats)
- Microsoft Standalone XPS Viewer / XPS Essentials Pack (to support Microsoft XPS) - [download here](#).

Memory

- 2GB minimum supported (4GB or higher recommended)

Hard Disk

- At least 3GB of free space.

Client / Workstation Requirements

Operating System

- Microsoft Windows 10 / Windows 8 / Windows 7 / Windows Vista
- Apple OS X 10.12 (Sierra) or higher
- Most modern Linux distributions (requires Java 8.0 or later)
- Other systems supporting Java 8.0 or later

Memory

- Most modern client workstations are configured with 2GB to 4GB of memory, PaperCut requires a minimal 96MB.

Hard Disk

- 0MB - zero-install deployment (recommended)
- 100MB - full local installation

Most modern client workstations have 60GB to 250GB of storage available.

Web Browsers

- Microsoft Internet Explorer 11 and above
- Microsoft Edge
- Mozilla Firefox 25 and above
- Apple Safari 9 and above
- Google Chrome 27 and above

Job Ticketing Requirements

Operating System

- See Application / Site Server requirements for PaperCut MF

Memory

- See Application / Site Server requirements for PaperCut MF

Hard Disk

- See Application / Site Server requirements for PaperCut MF

- Consider additional disk space requirements for submitted files (e.g. 3D print files)

PaperCut version

- Requires PaperCut MF 18.0.0 or later installed on the application server

Locally hosted (on-premise) OCR Server Requirements

Operating System

- Microsoft Windows (64-bit) Server 2019 / Server 2016 / 10 / Server 2012 / Server 2008 R2

Resources

- Depends on usage mode. See the *Locally hosted (on-premise) OCR service Getting Started Guide*, obtainable from the Project Wollemi Percolator page.

Port Requirements

- Port 9181 (HTTPS) inbound TCP to the Locally hosted (on-premise) OCR Server

PaperCut version

- Requires PaperCut MF 19.0 or later installed on the application server

Print Deploy Requirements

Printers and drivers

Print Deploy works with the vast majority of printers. This includes, but is not limited to, print languages such as PostScript, PCL5, PCL5e, PCL6, XPS, Epson ESC/P2, Canon UFR, UFR II and more.

Windows

The following driver requirements must be met before Print Deploy will clone the print queue:

- The driver must have an INF file (Setup Information file).
- The driver must be digitally signed and package aware.
- The driver is not a virtual driver like a PDF printer. In other words, the print queue has to point to a physical device or in the case of a Direct Print Find-Me setup, to a local nul-port.

TIP: To see which driver languages work best with PaperCut NG/MF in regards to controlling, tracking, and giving users the ability to change print job settings at the time of release, check the Supported Printers knowledge base article.

Client requirements

- Windows 7, 8, 8.1 and 10, 64-bit
- macOS X 10.12+ (Sierra) 64-bit
- Chromebooks
- Coming soon, Linux support.

Firewall rules

For an up-to-date list of PaperCut NG/MF firewall ports, see the [Firewall Ports used by NG/MF knowledge base article](#).

The following ports must be open for the end-user client to be able to communicate with the Application Server:

On the client

- 9174 (HTTPS) outbound TCP port to Application Server
- 9173 (HTTP) outbound TCP port to Application Server
- 9175 (HTTP) TCP to localhost only applicable if third party firewalls are active on the client computer.

On the Application Server

Inbound:

- 9174 (HTTPS) TCP port for Print Deploy clients
- 9173 (HTTP) TCP port for Print Deploy clients

Outbound:

- 443 (HTTPS) TCP port to <fill in address here>. For automatic updates of the Print Deploy service and Print Deploy clients.

* The "desktop" class systems such as Windows 7, 8 and 10 only allow 10 simultaneous connections (see [Microsoft article](#)). This means that these systems should only be used as a "server" to host print queues on networks with 10 workstations or less.

† SE Linux should be disabled prior to installing.

APPENDIX B - PROJECT COMPLETION FORM

Not to be signed until after project is completed.

PROJECT INFORMATION

Customer Company Name	
Project Name	
SOW Date	
Project Number (if applicable)	
Date Submitted to Customer	

SERVICE DELIVERY PERIOD

Start Date		End Date	
------------	--	----------	--

SERVICES AND DELIVERABLES

Work outlined in the SOW completed to customer's satisfaction.

By signing below, Customer acknowledges acceptance of the above stated Services and Deliverables:

FOR: CUSTOMER

Signature:
Printed Name:
Title & Date:

FOR: LEWAN TECHNOLOGY

Signature:
Printed Name:
Title & Date:

APPENDIX C - CHANGE ORDER CONTROL FORM

Only used is there is a change to the original scope of work in this document.

AUTHORIZING MANAGER (CUSTOMER)	
Customer Name	
Customer Phone	
Customer E-mail	

CHANGE CONTROL	
Project Name/Number	
Change Title/Number	
Request Date	
Party Requesting Change (Name)	

CHANGE DESCRIPTION	
Tasks	
Period of Performance	
Deliverables	
Pricing (if applicable)	

By signing below, Customer and Lewan Technology authorize the above stated changes to this SOW:

FOR: CUSTOMER
Signature:
Printed Name:
Title:
Date:

FOR: LEWAN TECHNOLOGY
Signature:
Printed Name:
Title:
Date:

City of Denver Device List Continued... make as many pages as needed

EXHIBIT A-3

LEWAN & ASSOCIATES, INC.

PO Box 912728

Denver, CO 80291-2728

WWW.LEWAN.COM

1.888.LEWAN11



A Xerox Company

**TECHNOLOGY
SALES
ORDER**

SALES REPRESENTATIVE					
DATE	BR/DIV	PRIMARY REP	NUMBER	PERCENT	DOCUMENT
8/12/2020		Bryan Head		100%	
CUSTOMER ORDER NUMBER	BR/DIV	SECONDARY REP	NUMBER	PERCENT	ENTERED BY
		DJ Jandl		100%	
BILL-TO CUSTOMER NAME	BILL-TO CUSTOMER NUMBER	SHIP-TO CUSTOMER NAME	SHIP-TO CUSTOMER NUMBER	PURPOSE	
Denver Central Svcs Admin	LEW-DS29:AQC98			<input checked="" type="checkbox"/> SALE <input type="checkbox"/> SERVICE WAIVER <input type="checkbox"/> PRODUCT MOVEMENT	
ATTENTION	PHONE	ATTENTION	PHONE		
Marcus Danko	720-913-5233	Christian Selby	720-913-4891		
BILLING ADDRESS			SHIP TO ADDRESS		
201 W. Colfax #305			201 W. Colfax #305		
CITY	STATE	ZIP	CITY	STATE	ZIP
Denver	CO	80202	Denver	CO	80202
BILL-TO CONTACT EMAIL ADDRESS			SHIP-TO CONTACT EMAIL ADDRESS		
marcus.danko@denvergov.org			christian.selby@denvergov.org		

QUANTITIES			SHIPPED	PRODUCT CODE	PART NUMBER	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	B/O	FROM				
4				Kit-Install, Card Reader, RFID, Xerox AltaLink B8XXX (w/ -PI Reader)	PRX-E497K19410	\$ 308.00	\$ 1,232.00
8				Kit-Install, Card Reader, RFID, Xerox AltaLink C8XXX (w/ -PI Reader)	PRX-E497K19420	\$ 286.00	\$ 2,288.00
5				Kit-Install, Card Reader, RFID, 58XX (w/ -PI Reader)	PRX-E497K18230	\$ 352.00	\$ 1,760.00
2				Kit-Install, Card Reader, RFID, 72XX (w/ -PI Reader)	PRX-E497K18240	\$ 352.00	\$ 704.00
4				Kit-Install, Card Reader, RFID, 59XX (w/ -PI Reader)		\$ 352.00	\$ 1,408.00
7				Kit-Install, Card Reader, RFID, 3655/6655(w/ -PI Reader)	PRX-E497K18260	\$ 352.00	\$ 2,464.00
				-	-	\$ -	\$ -
				-	-	\$ -	\$ -

SPECIAL INSTRUCTIONS	PAYMENT TERMS
Dual band PI card readers	LEASE <input type="checkbox"/> NET 30 DAYS <input type="checkbox"/> COD <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK YES <input type="checkbox"/> CHECK NUMBER _____

SUB TOTAL	=	\$ 9,856.00
SALES TAX		
TAX CODE	TAX RATE	
	0.00%	\$ -
DELIVERY	SHIP VIA	
		\$ -
TOTAL	=	\$ 9,856.00

COPIER/PRINTERS SERVICE ONLY	<input type="checkbox"/> ITEMS WILL BE INCLUDED ON A NEW SERVICE/SUPPLY CONTRACT (PLEASE ATTACH)	CUSTOMER INITIAL _____ CUSTOMER INITIAL _____
	<input type="checkbox"/> ITEMS WILL BE ADDED TO EXISTING CPP OR FRB No. _____	
	<input type="checkbox"/> ITEMS ARE OOG AND SERVICE/SUPPLIES WILL BE BY LOCAL SERVICE AGENT	
	<input checked="" type="checkbox"/> ITEMS WILL NOT BE INCLUDED UNDER A SERVICE/SUPPLY CONTRACT	
PLEASE PROVIDE ID TAG AND METER INFORMATION, OR ATTACH SCHEDULE A IF MULTIPLE ITEMS		

THIS IS THE FRONT PAGE OF THE SALES ORDER (THE "AGREEMENT") AND IS THE COVER PAGE. IT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREON, AND ON THE BACK PAGE HEREOF, WHICH THE CUSTOMER ACKNOWLEDGES HAVING READ AND ACCEPTED. COMPANY IS AUTHORIZED TO OBTAIN CREDIT INFORMATION FROM ANY CONSUMER REPORTING AGENCY TO DETERMINE CREDITWORTHINESS.

Thank You

 CUSTOMER SIGNATURE

 TITLE

 PRINTED CUSTOMER NAME

 DATED

EXHIBIT A-4

LEWAN & ASSOCIATES, INC.
 PO Box 912728
 Denver, CO 80291-2728
 WWW.LEWAN.COM
 1.888.LEWAN11



A Xerox Company

TECHNOLOGY SALES ORDER

SALES REPRESENTATIVE

DATE	BR/DIV	PRIMARY REP	NUMBER	PERCENT	DOCUMENT
8/12/2020		Bryan Head		100%	
CUSTOMER ORDER NUMBER	BR/DIV	SECONDARY REP	NUMBER	PERCENT	ENTERED BY
		DJ Jandl		100%	
BILL-TO CUSTOMER NAME	BILL-TO CUSTOMER NUMBER	SHIP-TO CUSTOMER NAME	SHIP-TO CUSTOMER NUMBER	PURPOSE <input checked="" type="checkbox"/> SALE <input type="checkbox"/> SERVICE WAIVER <input type="checkbox"/> PRODUCT MOVEMENT	
Denver Central Svcs Admin	LEW-DS29:AQC98				
ATTENTION	PHONE	ATTENTION	PHONE		
Marcus Danko	720-913-5233	Christian Selby	720-913-4891		
BILLING ADDRESS	SHIP TO ADDRESS				
201 W. Colfax #305	201 W. Colfax #305				
CITY	STATE	ZIP	CITY	STATE	ZIP
Denver	CO	80202	Denver	CO	80202
BILL-TO CONTACT EMAIL ADDRESS	SHIP-TO CONTACT EMAIL ADDRESS				
marcus.danko@denvergov.org	christian.selby@denvergov.org				

QUANTITIES			SHIPPED FROM	PRODUCT CODE	PART NUMBER	UNIT PRICE	AMOUNT
ORDERED	SHIPPED	B/O					
900				PaperCut MF Government 1 Embedded Device: Papercut Central App Software, unlimited print servers, unlimited user licenses, unlimited advanced print clients, unlimited widgets, PaperCut Printer Deploy 1 Zone	PCMFE-XEROX-500	\$ 134.00	\$ 120,600.00
1				PaperCut Advanced print Enablement Pack unlimited zones for drive deployment	PCMF-PEP	\$ 2,448.00	\$ 2,448.00
1				PaperCut 1 Year Maintenance and Support for 900 devices.	AMSPLUS-1	\$ 27,648.00	\$ 27,648.00
				-	-	\$ -	\$ -
				-	-	\$ -	\$ -
				-	-	\$ -	\$ -
				-	-	\$ -	\$ -
				-	-	\$ -	\$ -

SPECIAL INSTRUCTIONS	PAYMENT TERMS
Includes 900 Papercut licenses to be delivered to Christian Selby via email. Maintenance and support is effective upon delivery of Papercut license keys.	LEASE <input type="checkbox"/> NET 30 DAYS <input type="checkbox"/> COD <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK YES <input type="checkbox"/> CHECK NUMBER _____

SUB TOTAL	=	\$ 150,696.00
SALES TAX		
	TAX CODE	TAX RATE
		0.00%
	=	\$ -
DELIVERY	SHIP VIA	
	Email	
	=	\$ -
TOTAL	=	\$ 150,696.00

COPIER/PRINTERS SERVICE ONLY	<input type="checkbox"/> ITEMS WILL BE INCLUDED ON A NEW SERVICE/SUPPLY CONTRACT (PLEASE ATTACH)	
	<input type="checkbox"/> ITEMS WILL BE ADDED TO EXISTING CPP OR FRB No. _____	
	<input type="checkbox"/> ITEMS ARE OOG AND SERVICE/SUPPLIES WILL BE BY LOCAL SERVICE AGENT	
	<input checked="" type="checkbox"/> ITEMS WILL NOT BE INCLUDED UNDER A SERVICE/SUPPLY CONTRACT	
	PLEASE PROVIDE ID TAG AND METER INFORMATION, OR ATTACH SCHEDULE A IF MULTIPLE ITEMS	
		CUSTOMER INITIAL _____
		CUSTOMER INITIAL _____

THIS IS THE FRONT PAGE OF THE SALES ORDER (THE "AGREEMENT") AND IS THE COVER PAGE. IT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREON, AND ON THE BACK PAGE HEREOF, WHICH THE CUSTOMER ACKNOWLEDGES HAVING READ AND ACCEPTED. COMPANY IS AUTHORIZED TO OBTAIN CREDIT INFORMATION FROM ANY CONSUMER REPORTING AGENCY TO DETERMINE CREDITWORTHINESS.

Thank You

 CUSTOMER SIGNATURE

 TITLE

 PRINTED CUSTOMER NAME

 DATED