

Information Technology Equipment and Services Contract GS-35F-0662M

October 2020
FSC Group 70 for the Period of July 26, 2002 through July 25, 2022



Xerox Support Resources

Phone Numbers, Fax Numbers, Online Services

Xerox Corporation Website: www.xerox.com

(Web links to Xerox Products, Supplies, Industry Solutions, Consulting and Outsourcing, Customer Account Management and Product Support & Drivers)

Equipment Sales	800-ASK-XEROX or 800-275-9376 Tele Web Sales (for Equipment only) Fax: 866-405-6475
Consumable Supplies Sales (Open Marker)	800-822-2200 Fax: 800-338-7020
Consumable Supplies, Auto-Replenishment Hotline	800-599-2198
Xerox Parts Department	800-828-5881 Fax: 800-847-5666
Technical Service Support	800-821-2797
Customer Education Registration	800-445-5554
Xerox Manuals, Documentation and Software Services	800-327-9753
Environmental Health and Safety, Material Safety Data Sheets	800-828-6571
Customer Service, Billing	888-435-6333
Purchase Order Renewal Fax	888-708-6555 public.sector.po.renewal@usa.xerox.com
Meter Reads, submission	800-891-8405
Xerox Full Service Maintenance Agreements (FSMA)	800-828-9090
Equipment Moves and Relocation, Via Xerox (Open Market)	800-979-7356

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Table of Contents

Information and Instructions for Ordering Activities	1
1. Table of Award.....	1
2. Delivery Order Information	1
3. Geographic Coverage	2
4. Points of Production.....	2
5. Buy American Act.....	2
6. Discounts, Quantity Discounts, Prompt Payment Terms	2
7. Foreign Items.....	2
8. Time of Delivery.....	2
9. F.O.B. Points	2
10. Ordering Addresses	2
11. Payment Addresses.....	3
12. Electronic Ordering, Invoicing and Payment:.....	3
13. Warranty Provisions	4
14. Export Packing Charges.....	4
15. Terms and Conditions of Maintenance.....	4
16. Terms and Conditions of Installation	4
17. Terms and Conditions of Repair Parts	4
18. List of Service and Distribution Points.....	4
19. Participating Agents	4
20. Blanket Purchase Agreements.....	4
21. Acceptance of Orders.....	4
22. Scope of Contract.....	5
23. Purchase Orders	5
24. Purchases Using the U.S. Government Credit Card:.....	5
25. Full Service Maintenance Renewal Orders	6
26. UL Approval	6
27. Electromagnetic Interference.....	7
28. Certification of Federal Cost Reimbursement Type Government Contractors.....	7
29. Equipment for Overseas Installation.....	7
30. Diagnostic Software	8
31. State and Local Taxes	8
32. Order of Precedence	8
33. Non Assignment	Error! Bookmark not defined.
34. Health and Safety Information	8
Terms Applicable to Equipment, Accessory Purchase SIN 33411	9
1. Purchase Price:.....	9
2. Delivery Terms:.....	9
3. Xerox Total Satisfaction Guarantee:.....	9
4. Equipment Purchase Warranty:.....	10

5.	Newly Manufactured, Factory Produced New Model and Remanufactured Equipment:.....	10
6.	Attachment of Non-Xerox Accessories to Government Owned Xerox Equipment:.....	11
7.	Equipment Trade-In: F.P.M.R.....	11

Full Service Maintenance (FSM) for Government owned Xerox Equipment and Accessories, SIN 811212..... 12

1.	Service Areas.....	12
2.	Maintenance Order.....	12
3.	Cross-year Funding Within Contract Period.....	12
4.	Obligation of Funds.....	13
5.	Loss Or Damage.....	13
6.	Scope.....	13
7.	Liability For Injury Or Damage.....	14
8.	Responsibilities Of The Ordering Activity.....	14
9.	Maintenance Rate Provisions.....	14
10.	Regular Hours.....	14
11.	After Hours.....	15
12.	Travel And Transportation.....	15
13.	Invoices And Payments.....	15
14.	Description of FSM.....	16
15.	Downtime Credit.....	16
16.	Eligibility for Full Service Maintenance.....	16
17.	Assured Maintenance Period of Coverage.....	17

SERVICES AND SOLUTIONS AGREEMENT SIN “NEW” 18

1.	SCOPE.....	18
2.	SERVICES GUARANTEE.....	18
3.	ORDERS.....	18
4.	TERM.....	19
5.	PERSONNEL.....	19
6.	RESERVED.....	19
7.	PRICING.....	19
8.	PAYMENT, CREDIT AND TAXES.....	19
9.	CONSUMABLE SUPPLIES INCLUDED.....	20
10.	RESERVED.....	20
11.	CONFIDENTIAL INFORMATION.....	20
12.	INTELLECTUAL PROPERTY.....	21
13.	REPORTS.....	22
14.	TERMINATION - EQUIPMENT.....	22
16.	RESERVED.....	23
17.	INDEMNIFICATION/LIMITATION OF LIABILITY.....	23
18.	RESERVED.....	23
19.	ORDER OF PRESEDENCE.....	23
20.	FORCE MAJEURE.....	23
21.	MAINTENANCE SERVICES.....	23
22.	EQUIPMENT STATUS.....	24
23.	TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.....	25
24.	GOVERNMENT – FURNISHED PROPERTY.....	25

25.	SERVICES AND THIRD PARTY PRODUCT WARRANTY / WARRANTY LIMITATIONS, AND WARRANTY DISCLAIMER/ WAIVER.....	25
26.	SOFTWARE TERMS.....	26
27.	REMOTE SERVICES.....	28
28.	MISCELLANEOUS.....	28
MANAGED PRINT SERVICES		29
GSA XPS (Xerox Print Services) Offer is only open to State and Local organizations and is NOT valid for Federal customers effective Nov. 2012		30
	XPS Offering Description.....	30
	Pricing.....	30
	Sample Calculation.....	31
	Xerox Print Services – Minimum Requirements.....	31
	Inclusion of Xerox Phasers and Xerox MFDs (Multi-Function Devices)	31
	Labor Categories and Prices FY 2020	32
	Zones	32
Appendices.....		36
	Appendix A: Section 508 and Xerox.....	36
	Appendix B: Purchase Order Renewal Information.....	36
	Appendix C: Xerox Sales Offices and Authorized Xerox Sales Agencies	37

Information and Instructions for Ordering Activities

- Xerox Corporation, Employer Identification Number : 16-046-8020
- S.I.C. Code : 3861
- C.A.G.E. Code : 3DCG0
- N.A.I.C.S. Code: 333316
- DUNS Number: 039860122
- Xerox is registered in the System for Award Management (SAM)

To obtain the most recent copy of our W9 please visit our website:
www.Xerox.com/accountmanagement

1. Table of Award

Special Item Numbers awarded are shown in Paragraph 2.

2. Delivery Order Information

2.1 Minimum order: 50.00

3. Geographic Coverage

The contract delivery area is the 48 contiguous states, D.C., Alaska, Hawaii and Puerto Rico

4. Points of Production

All items in this Price List are of domestic origin or from an eligible product from a designated country under the Trade Agreement Act of 1979.

5. Buy American Act

For Agencies covered by the Trade Agreement Act of 1979, the Buy American Act evaluation procedures are not applicable to the purchase equipment or accessories in this Price List.

6. Discounts, Quantity Discounts, Prompt Payment Terms

Payments will be made in accordance with the current Federal Acquisition Regulation 32.9.

- 6.1 Payment Terms for all items are Net 30 days
- 6.2 All prices shown herein are net (discount deducted)
- 6.3 All quantity discounts are as stated in this price list

7. Foreign Items

See paragraph 5, Buy American Act.

8. Time of Delivery

The time for delivery of Equipment is 1 to 30 days.

9. F.O.B. Points

All items are F.O.B. destination within geographic scope

10. Ordering Addresses

Send to nearest Xerox Sales/Agent office or call I-800-ASK-XEROX.

11. Payment Addresses

All payments are to be made to Xerox at the “remit to” address shown on invoice. Xerox invoices will contain one of the following ‘remit to’ addresses:

Xerox Corporation
P.O. Box 802567
Chicago, IL 60680-2567

Xerox Corporation
P.O. Box 827181
Philadelphia, PA 19182-7181

Xerox Corporation
P.O. Box 660303
Dallas, TX 75266-0303

Xerox Corporation
P.O. Box 7413
Pasadena, CA 91109-7413

Invoice contains a detachable stub, which should accompany payment. If payment does not agree exactly with invoice amount, an explanation of the difference should be noted on the detachable stub or by attaching substantiation.

If for any reason remittance stub cannot accompany payment, remittance information should include: Customer Number (a 9-digit number); Invoice Number, Date and Amount; and full explanation if payment does not agree with invoice amount.

Effective 1 May 2002, Xerox Capital Services, LLC, a joint venture between Xerox Corporation and GE Capital, acting as agent of XEROX CORPORATION provides our customers in the United States with administrative and financing support for Xerox equipment and services.

12. Electronic Ordering, Invoicing and Payment:

Electronic ordering, invoicing and payment (each or all) are available for orders placed under this contract. The industry standard communication format (ANSI X12) is utilized for orders, invoices and remittances. Automated Clearing House banking standard communication formats are employed for payments and related invoice information. Xerox Financial Institution: PNC Bank, 210 Sixth Ave., Pittsburgh, PA 15222; ACH Coordinator, (732) 220-3380; Account Title: Xerox EFT/EDI Collections; Nine Digit Routing Transit Number: 043000096; Depositor Account Number: 01415275.

Before using these methods, it is necessary to contact the Xerox EDI Program Office (716) 423-3134 and exchange appropriate start-up information, or write to Xerox Corporation, Attn: EDI Program Office, Xerox Square 870-7C, Rochester, NY 14644.

13. Warranty Provisions

Unless specified, equipment is delivered and installed with 12 months of warranty (1). The following is applicable to all items and services herein.

Other than the obligation of Xerox expressly set forth herein, Xerox disclaims all warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Xerox shall not be responsible for any direct, incidental or consequential damages resulting from the use or performance of the equipment or supplies, or for the loss of use of the equipment.

The term above does not affect the Government's rights under the 'Inspection' and 'Disputes' clauses.

(1) Precious versions of this Price List issued since Modification 40 incorrectly stated there was no Warranty this version corrects this;

14. Export Packing Charges

Not available. Refer to Paragraph 30, Overseas Installations

15. Terms and Conditions of Maintenance

Refer to Terms of Maintenance.

16. Terms and Conditions of Installation

Refer to Terms Applicable to Purchase.

17. Terms and Conditions of Repair Parts

Not included but available as an Open Market Item.

18. List of Service and Distribution Points

Refer to Table of Contents.

19. Participating Agents

Call 1-800-Ask-Xerox/ 1-800-275-9376 or Refer to Appendix.

20. Blanket Purchase Agreements

Xerox agrees to enter into Blanket Purchase Agreements (BPA) with ordering activity for items covered by this contract.

21. Acceptance of Orders

Xerox reserves right to return maintenance orders (including Priority Rated Orders) calling for performance in areas not serviced by Xerox.

22. Scope of Contract

This contract may be used on a non-mandatory basis by the agencies and activities named below, as a source of supply for the supplies or services described herein, for delivery within 48 contiguous states and Washington, D.C., AK, HI.

- 22.1 All Federal agencies and activities in the executive, legislative, and judicial branches,
- 22.2 Government contractors authorized in writing by a Federal Agency pursuant to 48 CFR 51.1,
- 22.3 Mixed ownership Government corporations (as defined in the Government Corporation Control Act),
- 22.4 The Government of the District of Columbia.
- 22.5 Other activities and organizations authorized by statute or regulation to use GSA as a source of supply. (Questions regarding activities authorized to use this schedule should be direct to the GSA Contracting Officer.)

Articles or services may be ordered from time to time in such quantities as may be needed to fill any requirement, subject to the Minimum Order and Maximum Order Limitation (MOL) thresholds specified. Overseas activities may place orders directly with schedule contractors for delivery to CONUS port or consolidation point.

Pursuant to FAR 8.001(a), this Optional use Federal Supply Schedule is a Required Source of Supplies and Services. For the Customer's convenience, FAR 8.001 is shown below:

best interest of the Government in terms of quality, responsiveness or costs, other procedures may be used.

23. Purchase Orders

All purchase orders should state the GSA CONTRACT NUMBER (GS-35F-0662M) and include the item Reorder or Market Code number and each Accessory Market Code.

24. Purchases Using the U.S. Government Credit Card:

The Government Credit Card (Visa/MC/Amex) is accepted for transactions in the amount not exceeding the limit prescribed by the Government for the following:

- 24.1 Credit card procurements for the purchase of equipment and/or Full-Service Maintenance (FSM) Plans may be entered into via a Purchase Order (PO) or credit card order form (to be supplied by Xerox at the time of order). If procured by PO, the PO should reference the appropriate wording to identify the credit card transaction.
- 24.2 Procurement by credit card binds the Government Agency for the duration of the FSM term
- 24.3 Procurement by credit card acknowledges payments by credit card

- 24.4 Xerox assumes that the credit card holder has the authority to procure for the dollar value of the full contract term
- 24.5 Credit card orders for continuing services such as FSM involving subsequent periodic payments will be charged to the credit card automatically, without further contact to the card holder/Government Agency
 - 24.5.1. includes price changes that may occur through the Price Reduction Clause or the Economic Price Adjustment Clause.2
 - 24.5.2. excess meters, which may vary in amount, will also be included
- 24.6 The Government Agency is responsible for notifying Xerox in writing of changes including
 - 24.6.1. Cardholder vendor
 - 24.6.2. Cardholder name
 - 24.6.3. Cardholder phone number
 - 24.6.4. Card number
 - 24.6.5. Card expiration date
- 24.7 Credit card charges may vary based on
 - 24.7.1. Equipment configuration (e.g., multiple billable components for an equipment configuration, totaling the contracted amount)
 - 24.7.2. Multiple month bills
 - 24.7.3. Adjustments (credits/debits)
- 24.8 Renewals evergreen throughout the term of the contract. Charges will continue across fiscal years. The customer must notify Xerox in writing of their intention to terminate (early termination charges may apply). Unless advised to the contrary, Xerox will charge the credit card for the remaining balance due on the contract. If remaining balance due exceeds card limits, limit must be increased, or PO issued to cover the balance prior to termination
- 24.9 Credit card will be charged upon invoice generation

For all Government credit card transactions, the users card number, expiration date, name, and telephone number must be provided at the time of use.

25. Full-Service Maintenance Renewal Orders

These must include serial numbers of equipment and should be written for the following periods:

- 25.1 New installations from date of installation to end of the current fiscal year.
- 25.2 Renewal Orders for the entire fiscal year.

26. UL Approval

All equipment contained herein carries the UL approval.

27. Electromagnetic Interference

Machines contained in this contract comply with F.C.C. Class A (Part 15) Commercial requirements.

28. Certification of Federal Cost Reimbursement Type Government Contractors

- 28.1 All orders and renewals, authorized by U.S. Government Agencies in accordance with Federal Acquisition Regulation 51.100 concerning the 'Use of GSA Supply Sources by Contractors' and placed by Federal Government prime (only) cost reimbursement type contractors under this GSA Contract, shall be accompanied by a copy of the Government authorization. Every purchase order shall contain a statement as follows: "This order is placed pursuant to written authorization from (Name of Government Agency) Dated, a copy of which is attached."
- 28.2 Prime cost reimbursement type contractors (and cost reimbursement type subcontractors) certified and using this contract as a source of supply will use items ordered only in the performance of the cost type Federal Contract and shall notify Xerox promptly in writing in the event that the authorization furnished hereunder is terminated. When authorization is terminated, Xerox shall commence billing under commercial prices.
- 28.3 Contractors placing orders with Xerox not containing the required certification will be billed at the appropriate commercial (non GSA contract) prices.
- 28.4 Fixed price contractors and Federal grantees are not permitted to use this contract as a source of supply.
- 28.5 Title to equipment purchased by authorized Prime Contractors will pass to the Contractor. Transfer of title to the Government will be the responsibility of the Contractor placing the order.

29. Equipment for Overseas Installation

- 29.1 Purchase of Copiers: Purchase for overseas shipment by the Government is not recommended unless, prior to ordering, it is determined through Xerox that (1) The equipment available under the Contract is also available at the overseas location in the exact configuration, (2) will perform satisfactorily on foreign electrical current, (3) interchangeable repair parts are available in the foreign location and (4) technicians in the foreign location are trained on the particular model. Generally, copiers purchased under this Contract will not meet all of these requirements.
- 29.2 Additionally, copiers purchased under this contract are not packed for export, nor are they equipped with language capabilities/ manuals necessary for many foreign countries. These services/ features would require separate, open market purchase.
- 29.3 To ensure satisfactory performance, it is recommended that copier purchases (Open Market) be made directly from a Xerox affiliated organization located in the overseas destination country. To obtain information on copiers available from overseas Xerox affiliates, contact your Xerox Sales Representative or Agent who will obtain the information from the appropriate Xerox International Coordinator.

- 29.4 For overseas purchase installations funded by the U.S. Agency for International Development, contact the Xerox Manager for U.S.A.I.D.
- 29.5 Maintenance for Overseas Installation: Orders for these services will not be accepted under this Contract. For information concerning these services available from Xerox affiliated organizations, contact your Xerox Sales Representative or Agent.

30. Diagnostic Software

Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox' licensors.

- 30.1 The Customer agrees that (1) their acquisition of the Equipment does not grant them a license or right to use the Diagnostic Software in any manner and (2) that unless separately licensed by Xerox to do so, the Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so).
- 30.2 The Customer agrees at all times (including subsequent to the expiration of this Contract) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

31. State and Local Taxes

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Taxes so excluded from the contract price pursuant to the preceding sentence shall be separately stated on the Contractor's invoices and the Government agrees either to pay the Contractor amounts covering such taxes or to provide evidence necessary to sustain an exemption therefrom.

32. Order of Precedence

Orders placed under this Contract shall be governed by the prices and terms of this Contract only, irrespective of any prices or terms appearing on order documents.

33. Non-Assignment

This contract is not assignable in whole or in part by either Xerox or the Government.

34. Health and Safety Information

For information concerning any aspect of health and safety connected with the use of Xerox products, call Xerox toll free at 1-800-828-6571.

Terms Applicable to Equipment, Accessory Purchase SIN 33411

1. Purchase Price:

Purchase price includes delivery and installation (excluding rigging, where necessary) and initial prepackaged supplies.

2. Delivery Terms:

Rigging: Any inside delivery or removal from or to the point of installation where adequate access (elevators) is not available, requiring movement of equipment up stairways, through windows, etc. If rigging is required, this will be quoted and billed by Xerox as an Open Market Item.

3. Xerox Total Satisfaction Guarantee:

If the Customer is not satisfied with purchased Xerox equipment, at the Customer's request, Xerox will replace it without charge to the Customer with an identical model or a machine with comparable features and capabilities.

The term of the Xerox Total Satisfaction Guarantee is three years from equipment delivery.

This Xerox Total Satisfaction Guarantee applies to Xerox equipment acquired by the Customer from Xerox including Sales Agents and continuously maintained by Xerox or its authorized representatives under a Xerox Full-Service Maintenance agreement. This guarantee applies to all equipment acquired on or after September 5, 1990 and is not applicable to equipment damaged or destroyed due to an Act of God. Excluded from this guarantee are non-Xerox equipment items attached to or associated with Xerox installation, custom designed equipment, software, fonts, and all consumable supplies.

4. Equipment Purchase Warranty:

- 4.1 Applicable to All Equipment and Accessories Except as Stated Under Paragraphs 4.2 and 4.3 below:
- 4.1.1. Unless specified, equipment is delivered and installed without a warranty. If an express warranty period for Purchased Equipment, other than In-Place, is specified in the applicable Price List or elsewhere in this Agreement, it will apply only to you and will commence upon the Installation Date. During the specified warranty period and/or when Extended Warranty is purchased by the Customer, the following terms apply: Xerox will keep purchased machines (newly manufactured, factory produced new equipment and remanufactured) in good working order, and will make all necessary adjustments, repairs, and parts replacement (including photoreceptors and brushes) without charge, during normal working hours on an exchange basis, upon Government's request, for a specific period of days from the date of installation provided that such adjustment, repair or parts replacement is not required because of purchaser's negligence, misuse, or alteration by other than Xerox personnel. Customers are encouraged to include on the Equipment Purchase Order the charges for Full-Service Maintenance to become effective at the conclusion of the warranty period.
- 4.1.2. Additional Warranty (not applicable to equipment on Xerox' Full-Service Maintenance): Xerox warrants the parts in newly manufactured and remanufactured equipment to be free from defects in material and workmanship for one year from the date the equipment was first installed. Other than those parts excluded below, Xerox will replace and install (on an exchange basis) parts which have been promptly reported defective and are so verified by Xerox upon inspection. The following parts are specifically excluded from this 'additional warranty': lamps, flexible belts, photoreceptors (belts and drums), cleaning brushes, paper transport rollers (pressure, fuser and retard), and filters. This warranty also shall not cover adjustment or repair not connected with any defective part or repair required because of purchaser's negligence, misuse, or machine alteration by other than Xerox personnel.
- 4.2 Equipment Installed or Used Outside the 48 Contiguous States, D.C., Alaska, Hawaii and Puerto Rico: The above warranties are not applicable.

5. Newly Manufactured, Factory Produced New Model and Remanufactured Equipment:

Equipment will be either newly manufactured, factory produced new model or remanufactured, at the option of Xerox.

Newly Manufactured Equipment means newly assembled equipment which may contain components that have been reprocessed to assure machine compliance with product performance and reliability specifications.

Factory Produced New Model Equipment is newly serialized equipment with new features and/or functions. It is disassembled to a Xerox predetermined standard and contains new, reprocessed and/or recovered parts that meet product specifications. The customer is the first user of the Factory Produced New Model Equipment.

Remanufactured Equipment means equipment which has been subject to the following factory processes at a Xerox plant: (1) Disassembly to predetermined standards

established by Xerox Corporation for each model, (2) cleaning, (3) refinishing, (4) inspection and testing to new machine test standards, (5) replacement of defective components with new, remanufactured, or used components, and (6) installation of all retrofits designated by Xerox as field mandatory as of the date of machine installation. Components which are not new are those which in Xerox' technical experience will not affect machine performance. The purchase warranty for Xerox remanufactured equipment is identical to Xerox' new equipment purchase warranty. In addition, Xerox remanufactured equipment is eligible for the same Full Service Maintenance terms and conditions as newly manufactured equipment.

6. Attachment of Non-Xerox Accessories to Government Owned Xerox Equipment:

Xerox Personnel will not install or connect non-Xerox attachments and will not be responsible for obtaining UL listing for such attachments. Full-Service Maintenance or hourly repair service will be provided for Government owned Xerox equipment with non-Xerox accessories attached when such accessories comply with the 'Xerox Attachment Policy', which requires a Xerox interface harness. The Government may purchase from Xerox, on an open market basis, an interface harness for equipment for which a harness is available. The charge for the interface harness, and its installation, will be quoted at the established commercial price in effect at the time. Upon installation the interface wiring harness will become the property of the Government.

7. Equipment Trade-In: F.P.M.R.

101-46 (Rev: July 1, 1994) authorizes the trade-in of Government owned equipment with the proceeds of that trade-in applicable to the purchase, lease or rental of replacement equipment. However, provision for trade-in allowances are not included in this contract. Consult your Xerox representative for the applicable open market trade-in allowance. This allowance must be shown on the Customer's purchase order as an Open Market Item.

Full-Service Maintenance (FSM) for Government owned Xerox Equipment and Accessories, SIN 811212

1. Service Areas

The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50-mile radius of Xerox' service points at major U.S. cities. Xerox maintenance is often provided at customer locations beyond the 50-mile radius. Xerox reserves the right to not accept full-service maintenance orders in remote areas or in areas not adequately services by Xerox personnel.

2. Maintenance Order

- 2.1 Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by Xerox as prescribed by this paragraph, the order shall be considered to be confirmed by Xerox.
- 2.2 Xerox shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- 2.3 Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by Xerox; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to Xerox, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- 2.4 Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

3. Cross-year Funding Within Contract Period.

Where an ordering activity's specific appropriation authority provides for funds in excess of a 12-month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years

Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

4. Obligation of Funds.

Xerox is not obligated to monitor the use of machines to ensure that billings do not exceed amounts shown on purchase orders. The Government will be responsible for ensuring that adequate funds have been allocated for excess meter usage. Consequently, the amount of funding shown on any purchase order shall not be binding on Xerox.

5. Loss Or Damage

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

6. Scope

Xerox shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term.

Equipment placed under maintenance service shall be in good operating condition and have a valid serial number.

In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by Xerox under Open Market prices, terms and conditions.

Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by Xerox, if the equipment was under Xerox' guarantee/warranty or maintenance responsibility immediately prior to the effective date of the maintenance order.

If the equipment was not covered by a Xerox Full Service Maintenance Agreement (FSMA), the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the prices, terms and conditions of Xerox' "then current" commercial "time and Materials" procedures (Open Market item).

If Xerox, in its sole discretion, cannot maintain the Equipment in good working order during the initial period of assured availability, Xerox shall replace such equipment with the same model or a different model with comparable capabilities. If the unit is replaced with a different model, the FSM rates will be those applicable to the replacement model.

If Xerox cannot maintain an Accessory (for which FSMA pricing is available) in good working order, it shall replace that Accessory but shall have no obligation to replace the Mainframe and/or any Accessory which Xerox determines to be in good working order.

All placement, removal and transportation (except rigging charges) shall be borne by Xerox.

If the Equipment is replaced, the replacement unit is allowed the balance of the initial period of assured availability remaining on the unit replaced. No warranty period shall apply.

7. Liability For Injury Or Damage

Xerox shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by Xerox unless such injury or damage is due to the fault or negligence of Xerox.

8. Responsibilities Of The Ordering Activity

Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by Xerox. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired. The Government shall provide satisfactory working space around the Equipment for technician repair efforts.

9. Maintenance Rate Provisions

Xerox shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

10. Regular Hours

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during the period from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location.

11. After Hours

After hours service for Equipment covered by a Xerox Full-Service Maintenance Agreement:

“After hours” is defined as time beyond the “Regular Hours”. After Hours service is available in most areas as determined by Xerox local business practices. After hours emergency unscheduled maintenance service will be invoiced at the “then current” Open Market Time and Materials labor rates, which are subject to change without notice. Parts are not billable on any after-hours service calls for Equipment covered under a Xerox Full-Service Maintenance Agreement.

12. Travel And Transportation

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and Xerox’ service area, the charge will be based on Xerox’ commercial time and materials rates.

13. Invoices And Payments

Invoices for maintenance service shall be submitted by Xerox on a post quarterly basis, Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day. In order to calculate proper invoice amounts, agencies shall provide monthly meter readings to Xerox at the end of each month by calling 1-800-894-8405.

14. Description of FSM

- Full-Service Maintenance (“FSM”) consists of the repair and/or replacement of parts and sub-assemblies to keep the equipment in good working order.
- Normal FSM coverage is five days per week, one shift per day, Monday through Friday, 8:00 a.m. to 5:00 p.m. except national holidays. After hours service beyond these time periods is available in most areas as determined by Xerox local business practices for the following shifts, all of which are Open Market, Off-Contract:

1 shift (1X7)	Monday through Sunday	8:00 a.m. to 5:00 p.m.*
2 shifts (2X5)	Monday through Friday	8:00 a.m. to Midnight. *
2 shifts (2X7)	Monday through Sunday	8:00 a.m. to Midnight. *
3 shifts (3X5)	Monday through Friday	12:01 a.m. to Midnight*
3 shifts (3X7)	Monday through Sunday	12:01 a.m. to Midnight*

Extended shift coverage, including Weekend Service Coverage, is available in most areas as determined by Xerox local business practice. Xerox will make all reasonable efforts to arrive at the Customer’s site after a customer call within the average targeted response times established by Xerox for the Equipment. Such targeted response time will be provided to the customer upon request.

- Terms of Service Coverage Options/Changes in Service Coverage options:
- The term of Service Coverage Options will be the same as the original maintenance agreement on the base system.
- If service coverage options are added at a later date, the Optional Coverage will expire on the same date as the base system.

15. Downtime Credit

If through no fault of the customer the equipment is inoperative due to equipment hardware malfunction for a period of 48 consecutive hours, Xerox shall upon the customer’s written request, grant a billing credit 1/720th of the FSM monthly minimum or base charge for each hour of downtime in excess of 48 consecutive hours until the equipment is returned to good working order

16. Eligibility for Full-Service Maintenance

Eligibility is contingent upon equipment being unaltered and in operable condition at time that Xerox accepts a Government Purchase Order and having a valid serial number or other valid identifier. Xerox reserves the right to require refurbishment at Customer’s expense (Open Market Time and Materials) to bring the equipment up to standards.

17. Assured Maintenance Period of Coverage

The Period of Assured Availability of Maintenance for newly purchased equipment is a minimum of five (5) years from the equipment installation date.

Past Purchase Installations. If the equipment has been previously purchased and has not been subject to FSM continually from the date of Warranty Expiration or installation, FSM shall commence on the first day of the month following inspection of the equipment by Xerox, and its determination that the equipment meets Xerox standards for FSM coverage. If Xerox determines after inspection that such equipment does not meet its FSM coverage standards, any necessary repair will be performed on a Time and Materials basis at Customer expense (Open Market item). The Period of Assured FSM Availability shall commence upon Xerox acceptance and shall continue for Three (3) years.

Maintenance agreement coverage for digital front ends, controllers, software and other components manufactured by third parties will be made available provided that such third-party manufacturers are still making comprehensive support and/or parts available to Xerox.

The availability of a maintenance agreement under this program is subject to the following: (a) the equipment must be running the current releases of software and (b) the equipment must have been continuously maintained by Xerox (or be in a condition that Xerox determines to be comparable to equipment continuously maintained by Xerox).

SERVICES AND SOLUTIONS AGREEMENT SIN “NEW”

1. SCOPE.

The acquisition of (i) “ Services” (collectively managed services and consultative services), (ii) Xerox-brand equipment (“Equipment”), third party hardware (“Third Party Hardware”), Xerox-brand software (“Software”) and/or third party software (“Third Party Software”) (collectively “Products”) and/or (iii) Maintenance Services by Customer (or “you”) is subject to the prices and terms and conditions set forth in this Services and Solutions Agreement (“SSA”). Third Party Hardware and Third-Party Software are, collectively, “Third Party Products”. Services, Products, and Maintenance Services are, collectively, “Offerings”. “Deliverables” include, but are not limited to, Products, Output of Services, Assessments and Documentation.

2. SERVICES GUARANTEE.

Xerox will provide the Services set forth in each Order and, if **the Services do not comply with the service levels set forth in a Statement of work (“SOW”) during its term, Customer agrees to notify Xerox in writing detailing its concerns regarding the same.** No later than ten (10) days following Xerox’s receipt of said notice, Xerox and Customer agree to meet, clarify the Customer’s concern(s) and begin to develop a corrective action plan (“Plan”) to remedy such alleged non-compliance. Xerox, within sixty (60) days of finalizing the Plan or a time period as otherwise agreed to in writing by the parties, will either modify such Services so they are compliant with such SOW or re-do the work at no additional charge. For California locations, you will legally dispose of all hazardous wastes generated from use of Third-Party Hardware or supplies.

3. ORDERS.

- a. Services and Deliverables provided by Xerox will be set forth in one or more Purchase Orders (“PO”) which will be mutually agreed upon and signed by the Customer and which will specify Customer’s requested shipment date, installation site, quantities, price, bill-to address, services description and term, and applicable Trade-In Equipment. (Any Trade-In Equipment must be specifically identified as an Open Market Item.) Such Purchase Orders shall incorporate and be subject solely to the terms and conditions of this Special Item Number NEW, notwithstanding anything contained in any such Purchase Order at variance with or in addition to the terms of SIN NEW. Any Customer-issued Purchase Order shall be an individual order (“Order”) hereunder and, irrespective of its form, must reference the Xerox GSA Schedule contract number and Special Item Number NEW .
- b. During the term of an Order, Customer shall permit Xerox and its agents to use or access, and shall grant or transfer sufficient rights to enable Xerox and its agents to use or access, all hardware, software and/or work space owned, leased, rented, licensed and/or controlled by Customer, and any services utilized by Customer that Xerox needs to enable Xerox to perform the Services (collectively “Customer Assets”).

- c. Orders may be submitted via hard copy or electronic means and those submitted electronically by Customer shall be considered for all purposes to (i) be a “writing” or “in writing”; (ii) be “signed”; (iii) constitute an “original” when printed from electronic records established and maintained in the ordinary course of business; and, (iv) be valid and enforceable.

4. TERM.

- a. The term of each PO hereunder shall be set forth in the Order, and shall continue for the term stated; however, if the Government elects to terminate at any time prior to the expiration of the stated term, 30 days prior written notice is required.
- b. If, after the expiration of the Order’s stated term, the Customer wishes to extend the period of performance under the same terms and conditions as the Order, the Customer shall issue a PO specifying the length of the extension period.

5. PERSONNEL.

Xerox agrees to comply with your internal policies you provide to Xerox in writing for security and safety that are reasonable and customary under the circumstances, and that do not conflict with this SSA. You will provide Xerox with reasonable prior notice of such policies and any changes thereto. Neither party shall, directly or indirectly, actively solicit the employment of the other party’s staff providing Services hereunder, which includes Xerox’s agents, and their supervisors during the term of this SSA and for a period of one (1) year thereafter. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment shall not be considered active solicitation. Xerox is an independent contractor hereunder.

6. RESERVED

7. PRICING.

Pricing shall be as set forth in an Order. The monthly charge (“Monthly Minimum Charge” or “MMC”), along with any Additional Impression Charges, covers Customer’s monthly cost for the Services, Products and Maintenance Services hereunder and such MMC will change with each Order. The MMC may also include, but not be limited to, Open Market Items, monthly equipment component amounts, amounts being refinanced, analyst services and/or customer training services. One-time items (“One-Time Items”) are billed separately from the MMC.

8. PAYMENT, CREDIT AND TAXES.

- a. PRICING, PAYMENT AND CREDIT. Invoices are payable upon receipt and you shall pay Xerox all sums due hereunder in accordance with the Prompt

Payment Act. If Services begin partially and/or early, Xerox will bill you on a pro rata basis, based on a 30-day billing month, and the terms and conditions of this SSA will apply. Services requested and performed outside your standard working hours will be at Xerox's then-current overtime rate. Xerox is responsible for all standard delivery and removal charges for Equipment and Third-Party Hardware and you are responsible for any non-standard delivery and removal charges.

- b. **TAXES** Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption. T

See FAR clauses 52.229-1 State and Local Taxes; 52.229-3 Federal, State, and Local Taxes, which are incorporated by, reference.

9. CONSUMABLE SUPPLIES INCLUDED.

For Equipment, if specified in an Order, Xerox (or a designated servicer) will provide black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable, fuser agent and staples ("Consumable Supplies"), required to make impressions. For full-color Equipment, Consumable Supplies also includes color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Consumable Supplies are Xerox's property until used by you and you will (i) use them only with the Equipment hereunder, (ii) return all Cartridges to Xerox as provided herein, and (iii) return any other Consumable Supplies to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, at the end of the term of the applicable Equipment or destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for them by more than ten percent (10%), Xerox shall have the right to charge you for any such excess usage. If Xerox provides paper hereunder, upon thirty (30) days' notice, Xerox may adjust the paper pricing or either party may terminate the provision of paper.

10. RESERVED

11. CONFIDENTIAL INFORMATION.

Each party will disclose to the other certain business information identified as confidential ("Confidential Information"). Customer Content consists of documents, materials and data provided in hard copy or electronic format by you to Xerox containing information about you and/or your clients and is considered your Confidential Information. This SSA, as well as Developments and Pre-Existing Work (collectively "Xerox Work"), Xerox Tools as defined herein, and information specifically identified as Confidential and/or Proprietary in Orders and SOWs shall be considered Xerox's Confidential Information. "Developments" are items created by Xerox employees, agents and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals,

forms, design or other works of authorship, and “Pre-existing Work” are items used or incorporated into a Deliverable or developed or acquired by Xerox independent of performing the Services. “Output of Services” constitute electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable SOW, but shall not include software. “Assessments” are assessment and recommendation reports created as a result of assessment services. “Documentation” means all manuals, brochures, specifications, information and software descriptions in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Services. Each party will make reasonable efforts not to disclose the other party’s Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party’s possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party’s employees or agents independently of and without reference to any of the other party’s Confidential Information. Confidentiality obligations set forth above shall terminate one (1) year after expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later; provided however, for Xerox Work and Xerox Tools, confidentiality obligations with respect thereto shall not terminate unless (i), (ii) or (iii) in the preceding sentence of this Section becomes applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, which includes, but is not limited to, computer programs, source code, and algorithms, and Customer will only disclose the same under the auspices of a separate agreement. Upon expiration or termination of this SSA, each party shall return to the other or, if so requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SSA.

12. INTELLECTUAL PROPERTY.

Xerox, its employees, agents and/or licensors shall at all times retain all rights to Xerox Work and Xerox Tools (with “Xerox Tools” being proprietary tools used by Xerox to provide the Services, and any modifications, enhancements, improvements and derivative works thereof), and except as expressly set forth herein, no rights to Xerox Work and Xerox Tools are granted to you. Further, Xerox Tools constitute a Trade Secret per 18 U.S.C. §1905. You shall have no rights to use, access or operate the Xerox Tools, which will be installed and operated only by Xerox; the Xerox Tools are neither data nor computer software as defined in FAR 52.227-14 and will not be provided to you. You will have access to data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW, all of such data and reports will be provide to you with unlimited rights as defined in FAR 52.227-14. All Xerox Tools may be removed at Xerox’s sole discretion. To the extent any Xerox software is installed on your system, such software is restricted computer software as defined in FAR 52.227-14. Xerox does not license the Xerox Tools. You agree not to decompile or reverse engineer any Xerox Work or Xerox Tools. You will have limited rights as defined in FAR 52.227-14 in any Xerox Work and Documentation provided to you for use of the Services and Deliverables. Output of Services is provided to you with unlimited rights as defined in FAR 52.227-14. Assessments are provided to you with limited rights as defined in FAR 52.227-14.

13. REPORTS.

Upon Customer's request, Xerox may issue mutually agreed upon reports reflecting information that is accurate at the time the report is issued, including estimates of information based on pending Orders.

14. TERMINATION - EQUIPMENT.

Xerox is providing Equipment for the entire term of the Order under which it is installed. If, prior to the expiration of an Order, you terminate Equipment, or require Equipment to be removed or replaced for reasons other than Non-Appropriation, you agree to pay early termination charges.

- a. For Offerings other than Staffing and Management Services, termination shall be governed by Order. The monthly rate of all Order is based upon the Government's intention to fulfill the entire term of an agreement. It is understood that Orders are written through September 30th of each Fiscal Year because the Government cannot commit funds beyond the fiscal year. Prior to the completion of the Orders term, if the Government terminates Order or exercises its option to not renew Order, or any portion thereof, the Government will provide Xerox with a Termination Ceiling Charge (TCC). The Termination Ceiling for the Orders determined by the following formula:

Termination Fee = PV (i, n, -PMT)

"PV"= Present Value

"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order

"n"= Number of months remaining from termination date to the end of the lease term

"PMT" = Current monthly payment amount of the original payments through end of the lease

Interest rate factor may vary and is based upon the interest rate used at time of initiation.

- b. If a unit of equipment has been replaced by Xerox under the "Equipment Replacement provision or the Basic Services section of this Agreement and Xerox is unable to maintain the Equipment to provide the Services as set forth in the applicable SOW under an Order, then the Customer may terminate said unit of Equipment and, other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment.

- c. Termination Ceiling Charges are waived only when Xerox receives written notice signed by the Contracting Officer responsible for the SSO certifying that 1) sufficient funds have not or will not be appropriated to renew the SSO and/or to initiate a replacement model(s) installation for the subsequent fiscal year or 2) that the organizational entity using the Equipment contained in the SSO has been abolished or disestablished.

15. TERMINATION—SERVICES AND PERSONNEL

Except as otherwise set forth in a SOW, upon ninety (90) days prior written notice, you may terminate or reduce any Services or personnel without incurring early termination charges.

16. RESERVED

17. INDEMNIFICATION/LIMITATION OF LIABILITY.

- a) Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- b) The Government agrees that it will not direct Xerox to perform services that would constitute an infringement of copyright or other intellectual property rights. If a third party brings a claim against Xerox for copy-right infringement or other intellectual property rights infringement arising from our performance of Services at the customer's direction under this Agreement, FAR 52.227-3 ("Patent Indemnity") shall apply.
- c) Except with regard to early termination, neither party will be liable to the other for consequential, punitive, special, indirect or incidental damages, including but not limited to loss of use, revenue or profit, arising in contract or in tort (including without limitation negligence) even if such party has been advised of the possibility of such damages and notwithstanding the failure of any remedy provided herein.

18. RESERVED

19. ORDER OF PRECEDENCE

All orders covered by this Services and Solutions Agreement (SSA) shall be subject to the Federal Acquisition Regulation (FAR), the terms and conditions of contract GS-35F-0662M and the corresponding Statement of Work (SOW). In the event that a conflict arises, the following order of precedence shall apply but only to the extent of such conflict:

- 1.) Contract GS-35F-0662M
- 2.) Federal Acquisition Regulation (FAR)
- 3.) Statement of Work (SOW)
- 4.) Services and Solutions Agreement (SSA)

20. FORCE MAJEURE.

In the event a force majeure event occurs, the provisions of FAR 52.212-4(f) shall apply.

21. MAINTENANCE SERVICES.

Unless otherwise stated, Xerox (or a designated servicer) will provide the following Maintenance Services (a/k/a "Break / Fix") for Equipment.

- a. **REPAIRS & PARTS.** Xerox will make repairs necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
- b. **HOURS & EXCLUSIONS.** Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).
- c. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must at all times conform to Xerox's published requirements. Unless meter read Services are provided by Xerox hereunder, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.
- d. **EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. Notwithstanding anything to the contrary herein, Xerox shall have no obligation to replace Equipment beyond its end of service ("EOS") date. An EOS date equipment list is available upon request.
- e. **CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- f. **PC/WORKSTATION REQUIREMENTS.** For Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.

22. EQUIPMENT STATUS.

Unless you are acquiring Previously Installed Equipment, Equipment will be either: (i) "Newly Manufactured", which may contain some recycled components that are reconditioned; (ii) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains both new components and recycled components that are reconditioned; or, (iii) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and

contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the status of Third Party Hardware.

23. TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.

Title to Equipment and Third-Party Hardware shall remain with Xerox until you purchase same. Risk of loss for the Products shall pass to you upon delivery. You will keep the Products insured against loss and the policy will name Xerox as Loss Payee. You hereby authorize Xerox or its agents to file financing statements necessary to protect Xerox's rights in Equipment and/or Third-Party Hardware.

24. GOVERNMENT – FURNISHED PROPERTY

If GFP is required for the performance of an Order, Customer shall permit Xerox to use such GFP in accordance with FAR Part 45 and the SOW.

If GFP is required for performance and the Customer revises or removes the GFP, Xerox shall have no liability of any kind or type for its failure to provide the Services until Customer provides additional GFP or issues a new Order to provide the requisite GFP and such GFP are delivered, installed and made available for Xerox to use to provide the said Services.

Any Equipment required to be returned to Xerox shall be in the same condition as when delivered, except for reasonable wear and tear.

25. SERVICES AND THIRD PARTY PRODUCT WARRANTY / WARRANTY LIMITATIONS, AND WARRANTY DISCLAIMER/ WAIVER.

- a. **SERVICES WARRANTY.** Xerox represents and warrants to Customer that the Services will be performed in a skillful and workmanlike manner; provided however, **in no event will Xerox be responsible for any failure to perform Services if the failure is caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use, access and/or modify Customer Assets constituting hardware and software, including software owned or licensed by Customer, and/or Customer Content as necessary for the provision of Services.**
- b. **WARRANTY DISCLAIMER AND WAIVER FOR SERVICES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THEREFOR AND XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-

INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

- c. **THIRD PARTY PRODUCT WARRANTY.** FOR THIRD PARTY PRODUCTS SELECTED SOLELY BY XEROX FOR AN ORDER, **XEROX WARRANTS THEY WILL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH APPLICABLE SERVICE LEVELS IN THE SOW.** IF, WITHIN A REASONABLE TIME AFTER PROVISION OF SUCH THIRD PARTY PRODUCTS, SUCH SERVICE LEVELS CANNOT BE BROUGHT INTO SUBSTANTIAL CONFORMANCE WITH THOSE IN THE SOW AND SUCH NON-CONFORMANCE IS A RESULT OF XEROX'S USE OF SUCH THIRD PARTY PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY FOR THE FOREGOING WARRANTY IS TO RECEIVE A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING THIRD PARTY PRODUCTS UPON THE RETURN THEREOF TO XEROX. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AS WELL AS FOR MAINTENANCE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS ANY OTHER WARRANTY PERTAINING OR RELATING TO **DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY THEREOF WITH CUSTOMER'S SYSTEMS.** XEROX WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO IT BY THE MANUFACTURER OR LICENSOR OF THIRD-PARTY PRODUCTS TO THE EXTENT PERMISSIBLE. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FOR THIRD PARTY PRODUCTS NOT SELECTED SOLELY BY XEROX.
- d. THE WARRANTIES AND GUARANTEES SET FORTH IN THIS SECTION OF THE SSA ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSE IN THE SYSTEMS ENVIRONMENT FOR WHICH THEY WERE ORIGINALLY DESIGNED AND SHALL NOT APPLY TO SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX.)

26. SOFTWARE TERMS.

- a. **SOFTWARE LICENSE.** The following terms apply to copyrighted Software and the accompanying documentation, including, but not limited to, operating system Software, provided with or within the Equipment acquired hereunder ("Base Software") as well as Software specifically set out as "Application Software". This license does not apply to any Diagnostic Software, any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement including, but not limited to, any operating system software for Third Party Hardware. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2)

activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of the SSA's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you have defaulted hereunder; or, (c) such license is terminated or expires. Xerox may terminate your Base Software license (1) immediately if you no longer use or possess the Equipment, or (2) upon termination of any amendment, order or separate agreement under which you acquired the Equipment. If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for ninety (90) days from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or its operation will be uninterrupted.

- b. SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to the SSA, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees). For support: (i) Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions; (ii) Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases; (iii) Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems in the manner specified by Xerox; (iv) Xerox shall not be

obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if you have modified said Software; and, (v) for Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10% in accordance with the EPA Clause. State and Local Government adjustments shall occur at the commencement of their annual contract cycles.

- c. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (1) your acquisition of the Equipment does not grant you a license or right to use Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of the SSA or a unit of Equipment hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of Diagnostic Software.
- d. **THIRD PARTY SOFTWARE.** Third Party Software is subject to license and support terms provided by the vendor therefor.

27. REMOTE SERVICES.

Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox.

28. MISCELLANEOUS.

This SSA, its Orders, SOWs, attachments, exhibits and amendments constitute the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under federal law. In the event of a conflict between the terms and conditions of this SSA and any SOW hereunder, the terms and conditions of the SSA shall be controlling. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that you provide to Xerox. If a court finds any term of this SSA or any Order hereunder to be unenforceable, the remaining terms of this SSA and any Order hereunder shall remain in effect. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this SSA or any Order, which shall be considered an equivalent to the original. Except for documentation for Equipment replaced by Xerox for reasons other than trade-in, all changes to this SSA or any Order or amendment hereunder must be made in a writing signed by both parties. Customer represents that, as of the date of this SSA, it has the lawful power and authority to enter into this SSA, the person signing this SSA or any Order on its behalf is duly authorized to do so and, by entering this SSA, it will not violate any law or other agreement to which it is a party. Xerox may accept any Order under this SSA either by its signature or by commencing performance (e.g., Equipment delivery, initiating Maintenance Services, commencement of Services, etc.). Xerox agrees that it will promptly notify the Government in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business.

MANAGED PRINT SERVICES

SPECIAL ITEM NUMBER “NEW”

Managed Print Services (MPS) offers a comprehensive management approach to the print/imaging needs of the agency. The entire array of Xerox products offered under GS-35F-0662M may be bundled under MPS. Prices quoted by Xerox are based on GS-35F-0662M and consists of the equipment, finance factors, full-service maintenance, supply prices and labor as specified in the SOW. These components are uniquely configured to meet the customer's print requirements. Pricing consists of a Monthly Minimum Fee a Monthly Print Allowance, and a charge for each impression made over the Monthly Print Allowance (referenced hereafter as “Overage”).

MPS includes personnel to enhance productivity of the agency's Xerox brand print/imaging devices. Xerox personnel will ensure that the agency's print/imaging requirements are satisfied in accordance with the Operational Standards of Performance agreed upon between the customer and Xerox. Senior Consultants, Consultants, Administrative staff, Electronic Systems Operators and/or DocuCare Specialists will be deployed as well as software like Xerox CentreWare Web (CWW), Xerox Device Agent (XDA) and Xerox Device Manager (XDM). CWW/XDA/XDM are Information Technology utilities used to manage networked printers by providing proactive monitoring, remote configuration, and usage reports. Using Simple Network Management Protocol SNMP V3, software like Xerox CentreWare Web (CWW), Xerox Device Agent (XDA) and Xerox Device Manager (XDM) will allow updating security settings on networked print devices regardless of manufacturer (if allowed by the specific device). With this tool, printers can be managed as well as secured. It also provides usage reports, alerts, and status of devices in support of the user. (CWW has received a Certificate of Networthiness issued by the Army Cert # 201006694.)

In addition to the standard Delivery Order content an order for MPS shall contain the GSA Contract Number, GS-35F-0662M, SIN NEW and Xerox Managed Print Services.

GSA XPS (Xerox Print Services) Offer is only open to State and Local organizations and is NOT valid for Federal customers effective Nov. 2012

XPS Offering Description

Designed for management of the client’s eligible networked printer fleet, this solution encompasses the following:

- Pre-sales Assessment
- Supplies Replenishment Services
- Help Desk Services
- Break-fix Services
- Device Monitoring/Reporting
- MACD (Move, Add Change, Dispose) tracking

The solution requires the installation of Xerox Tools software on the client’s network to facilitate meter reads, supplies replenishment, remote management of contracted devices and report generation.

An assessment either performed by Xerox or provided by the customer is necessary to identify the in-scope printer fleet including device location, model types and associated print volumes. A custom quote is generated based on this information. Eligible devices include most non-Xerox network printers and non-Xerox A4 MFP devices that are widely available in the marketplace.

The contracted price is in the form of a minimum monthly Base Charge per Device plus a Charge Per Impression for Black and White Pages and a Charge Per Impression for Color Pages. The Base Charge and Charge Per Impression includes the provided services indicated above and toner-based cartridges. Contracted services are defined in the Description of Services. The client will be billed separately for supplies such as staples. Paper is excluded.

Pricing

Deal Type	Offer Term	GSA Prices
Base Deal	Minimum Monthly Billing	\$500 Minimum
	Floor Mono Click for Networked laser	.015
	Color Click for Networked Laser	.130
	Minimum Assessed Volume	90 %

	Mono Direct Connect Laser Flat Rate/month	\$25
	Color Direct Connect Laser Flat rate/month	\$45
	Xerox Phasers and Xerox MFDs monthly Base Charge per Device per month	\$5

- Price Excludes Paper and Staples
- Volumes validated by assessment
- Monthly Minimum Bill = Mono Rate x Minimum Assessed Mono Volume PLUS Color Rate x Minimum Assessed of Color Volume (will be stated on customer's Appendix A)
- Overage Print Volume will be Reconciled and Billed Quarterly
-

Sample Calculation

50 Units, 35,000 prints + 20 direct connect laser printers	% Assessed Volume 100%	% Volume Commitment 90%	Rate	Contracted Monthly Minimum
Mono Device Print volume	30,000	27000	\$ 0.015	\$ 405.00
Color Device Print volume	6,000	5400	\$ 0.130	\$ 702.00
Mono Direct connect Laser (10 @ \$15 each)				\$ 150.00
Color Direct connect Laser (10@ \$25 each)				\$ 250.00
20 Xerox MFPs - management fee only @ \$5 each				\$ 100.00
Labor				
Total				\$ 1,607.00

Xerox Print Services – Minimum Requirements

The Client will allow a Xerox Assessment or provide the necessary information in a client provided assessment. All devices included in the service must be deemed eligible for the service by Xerox. Eligibility is based on device manufacturer, model, and ability to be remotely monitored by Xerox, location and age and condition of the device.

Inclusion of Xerox Phasers and Xerox MFDs (Multi-Function Devices)

Xerox Phasers and Xerox MFDs can be managed under the Xerox Print Services. A monthly Base Charge per Device of \$5, incremental to the Full-Service Maintenance charge, would be quoted for such Services which include remote monitoring, device management, reporting and help desk services.

*If Tools (XDA) are not acceptable, Xerox will offer on-site labor utilizing existing negotiated Labor Components. This labor component will be Billed Monthly along with the minimum, if required by customers Xerox will provide a fixed price per unit/model quote based upon customer volumes and the base charge and meter rate.

Labor Categories and Prices FY 2020

Rates

GSA		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
Client Associate	2b	4,541	5,022	5,407	5,773	6,754	6,234
Client Associate	2c	4,830	5,330	5,734	6,138	7,177	6,638
Client Associate	3b	5,185	5,728	6,177	6,626	7,749	7,169
Client Site Coordinator	3d	5,185	5,728	6,177	6,626	7,749	7,169
Client Associate	4b	5,849	6,484	7,004	7,524	8,793	8,120
Client Site Coordinator	4d	5,849	6,484	7,004	7,524	8,793	8,120
Specialist		8,791	8,791	9,356	9,356	7,715	9,849
Sr. Specialist		12,238	12,238	13,041	13,041	10,743	13,715
Account Operations Manager		9,484	9,484	10,031	10,031	9,484	10,943

Zones

State	City	Zone	State	City	Zone
AK	Alaska	5	NJ	New Jersey	3
AL	Alabama	1	NM	New Mexico	1
AR	Arkansas	1	NV	Nevada	2
AZ	Arizona	1	NY	Albany	2
CA	Los Angeles	4	NY	Buffalo	3
CA	Palo Alto	4	NY	New York City	4
CA	San Diego	3	NY	Rochester	3
CA	San Francisco	6	NY	White Plains	4
CA	Sacramento	3	NY	New York (other)	2
CA	Long Beach	3	OH	Ohio	2
CA	Ontario	3	OK	Oklahoma	1
CA	El Segundo	3	OR	Oregon	2
CA	Cerritos	3	PA	King of Prussia	3
CA	California (Other)	3	PA	Philadelphia	3

CO	Colorado	2	PA	Pittsburgh	2
CT	Connecticut	4	PA	Pennsylvania	2
DC	Washington	4	PR	Puerto Rico	1
DE	Delaware	3	RI	Rhode Island	2
FL	Miami	3	SC	South Carolina	1
FL	Miami Lakes	2	SD	South Dakota	1
FL	Ft. Lauderdale	2	TN	Tennessee	1
FL	Sunrise	2	TX	Austin	1
FL	Florida (other)	1	TX	Dallas	1
GA	Georgia	2	TX	Houston	2
GU	Guam	2	TX	Texas (other)	2
HI	Hawaii	4	UT	Salt Lake Cy	2
IA	Iowa	1	UT	Utah (other)	1
ID	Idaho	1	VA	Alexandria	4
IL	Illinois	3	VA	Arlington	4
IN	Indianapolis	2	VA	McLean	2
IN	South Bend	2	VA	Norfolk	2
IN	Indiana (other)	1	VA	Richmond	4
KS	Kansas	2	VA	Roanoke	2
KY	Kentucky	1	VA	Cleveland	2
LA	Baton Rouge	2	VA	Virginia (other)	2
LA	Lafayette	2	VT	Vermont	2
LA	New Orleans	2	WA	Washington	3
LA	Louisiana (other)	1	WI	Wisconsin	2
MA	Boston	4	WV	West Virginia	2
MA	Massachusetts		WY	Wyoming	2
MA	(other)	3			
MD	Maryland	2			
ME	Maine	2			
MI	Michigan	3			
MO	Missouri	2			
MS	Mississippi	1			
MT	Montana	1			
NC	North Carolina	2			
ND	North Dakota	1			
NE	Nebraska	1			
NH	New Hampshire	2			

Appendices

Appendix A: Section 508 and Xerox

Building on a 15-year history of engineering office products for use by people with disabilities, Xerox Corporation intends to lead the way in meeting the new Section 508 compliance regulations established by the federal government.

Section 508 legislation, which went into effect June 25, 2001, requires government entities to purchase information technology equipment that is most accessible to disabled government workers and citizens who wish to use it.

Xerox has established a new Web page at www.xerox.com/Section508 that will serve as an ongoing resource for federal contracting agents and the public. The site lists Xerox products and offers information about the current compliance status of each product.

Section 508 regulations cover software, telecommunications equipment and Web-based information, and office equipment, including copiers, facsimile machines and printers.

Customer Contact: For information on Xerox Section 508 compliance, visit www.xerox.com/section508

Appendix B: Purchase Order Renewal Information

To expedite the processing of Full-Service Maintenance renewal purchase orders, Xerox requests for the renewal orders to be sent as shown below.

Fax :	1-888-708-6555
E-Mail :	public.sector.po.renewal@xerox.com
US Mail :	Xerox Corporation Attn: PO Renewal P.O Box 660502 Dallas, TX 75266

Appendix C: Xerox Sales Offices and Authorized Xerox Sales Agencies

Call 1-800-ASK-XEROX or 1-800-275-9376
for your local Xerox Sales Representative or Xerox Agent/ Dealer

Agency Name	Address	City	State	Zip Code	
OFFICE TECH	3709 SPENARD ROAD SUITE 200	ANCHORAGE	AK	99503	(907)522-5850
XEROX CORPORATION	4341 B STREET, SUITE 200	ANCHORAGE	AK	99503	(907) 561-8200
ALASKA DOCUMENT SYSTEMS, INC.	915 30TH AVENUE, STE 105	FAIRBANKS	AK	99701	(907)452-7226
THE COMPETITIVE EDGE OFC SYSTEMS, INC.	1731 RALPH'S WAY, #1	JUNEAU	AK	99801	(907)790-5596
BARNETT & ASSOCIATES	111 N. MAIN ST PO BOX 1	ATMORE	AL	36504	(251)368-3571
AMERICAN BUSINESS CENTER II	1904 SUMMIT PLACE	BIRMINGHAM	AL	35243	(205)356-8461
CONNER BUSINESS SOLUTIONS	100 CENTURY PARK SOUTH, SUITE 120	BIRMINGHAM	AL	35226	(205)822-7749
XEROX CORPORATION	1(000) URBAN CENTER DRIVE, SUITE 600	BIRMINGHAM	AL	35242	(205) 970-4600
COLONY OFFICE PRODUCTS	121 EAST WASHINGTON STREET	DEMOPOLIS	AL	36732	(334)289-4049
CONNER BUSINESS SOLUTIONS, INC.	311 SOUTH OATES STREET PO Box 1149 Dothan, AL 36302	DOTHAN	AL	36301	(334)792-0650
ELITE BUSINESS SYSTEMS	1902 RAINBOW DRIVE	GADSDEN	AL	35901	(256)547-5511
HURLEY CREWS SALES AGENT	4300 COALESWAY DRIVE PO BOX 161007	MOBILE	AL	36693	(251)662-1899
DIGITECH, INC.	812 DOWNTOWNER BLVD.	MOBILE	AL	36609	(251)343-4688
ALABAMA OFFICE SUPPLY	201 S 8TH STREET PO BOX 467	OPELIKA	AL	36801	(334)749-3456
SLONE'S, INC.	P.O. BOX 1001 2702 CITIZENS PARKWAY	SELMA	AL	36701	(334)874-8293
KYLE OFFICE SUPPLY CO.,INC	1020 21ST AVENUE	TUSCALOOSA	AL	35401	(205)345-5573
TOTAL DOCUMENT SOLUTIONS, INC.	2515 NORTH SHILOH DRIVE	FAYETTEVILLE	AR	72704	(479)575-0770
DIXIE DIGITAL IMAGING, INC.	1401 COMMERCE COURT	FT. SMITH	AR	72908	(479)783-6600
XEROX CORPORATION	10801 EXECUTIVE CENTER DRIVE, SHANNON BLDG., SUITE 100	LITTLE ROCK	AR	72201	(501) 221-6600
TDS RIVER VALLEY, LLC	2600 E. PARKWAY, SUITE B	RUSSELLVILLE	AR	72802	(479)968-9400
XEROGRAPHICS OF NO. ARIZONA, INC.	2222 E. JOHNSON AVENUE	FLAGSTAFF	AZ	86004	(928)774-5828
COPIER SOURCE I	2587 KIOWA BLVD NORTH, SUITE 100	LAKE HAVASU CITY	AZ	86403	(928)680-0770
EXPRESS DIGITAL SOLUTIONS, LLC	3842 E. THUNDERBIRD RD STE 300	PHOENIX	AZ	85032	(602)569-8600
FUTURE BUSINESS SOLUTIONS, INC.	4820 E MCDOWELL RD STE 102	PHOENIX	AZ	85008	(602)454-1121
FUTURE BUSINESS SOLUTIONS III	20819 NO. 25TH PLACE #B104	PHOENIX	AZ	85050	(602)454-1121
FUTURE BUSINESS SOLUTIONS, INC. II	4820 E MCDOWELL RD STE 102	PHOENIX	AZ	85008	(602)454-1121
XEROX CORPORATION	2700 NORTH CENTRAL AVENUE, SUITE 500	PHOENIX	AZ	85004	(602) 264-4971
COMPREHENSIVE MICROSYSTEMS,	516 FIFTH STREET PO BOX 86	SAFFORD	AZ	85548	(928)428-7225

INC.					
ADOBE XEROGRAPHICS	2370 W. HWY 89A, STE 11 PMB 443	SEDONA	AZ	86336	(239)298-0437
ARIZONA IMAGING SOLUTIONS LLC.	999 EAST FRY BLVD. SUITE 213	SIERRA VISTA	AZ	85635	(520)417-1230
TUCSON COPY & XEROGRAPHICS	4011 E. BROADWAY BLVD, SUITE 105	TUCSON	AZ	85711	(520)829-1732
BUSINESS CONCEPTS	1536 WEST BRANCH ST	ARROYO GRANDE	CA	93420	(805)474-6700
INTELLIGENT DOCUMENT SOLUTIONS, INC.	5251 OFFICE PARK DRIVE, SUITE 360	BAKERSFIELD	CA	93309	(661)321-0010
BARSTOW OFFICE SUPPLY	613 EAST MAIN STREET	BARSTOW	CA	92311	(760)256-7511
SIERRA OFFICE SOLUTIONS, INC.	PO BOX 1562 234 A N. MAIN STREET	BISHOP	CA	93514	(760)872-1881
MR. COPY III	17700 CASTLETON STREET, SUITE 155	CITY OF INDUSTRY	CA	91748	(626)839-2750
DOCUMENT CONSULTING SERVICES	840 APOLLO STREET, SUITE 220	EL SEGUNDO	CA	90245	(310)563-1771
DOCUSTATION	3034 H STREET SUITE C	EUREKA	CA	95501	(707)443-1598
FOUR COPIES - FRESNO	516 WEST SHAW AVENUE, STE 200	FRESNO	CA	93704	(559)456-9722
XEROX CORPORATION	1300 EAST SHAW AVENUE, SUITE 101	FRESNO	CA	93710	(209) 244-4890
COPIER HEADQUARTERS II	7320 HOLLISTER AVENUE	GOLETA	CA	93117	(805)532-9977
MR. COPY OF ORANGE COUNTY, INC.	15265 ALTON PARKWAY, SUITE 100	IRVINE	CA	92618	(949)450-4861
MOTHER LODGE DOCUMENT SOLUTIONS	557 S. HIGHWAY 49, SUITE #4	JACKSON	CA	95642	(209)223-9300
Q DOCUMENT SOLUTIONS	444 W. OCEAN BLVD., SUITE 1100	LONG BEACH	CA	90802	(562)435-2769
XL BUSINESS SYSTEMS	1801 AVENUE OF THE STARS, #550	LOS ANGELES	CA	90067	(310)203-5434
COPY DOCTOR, INC.	5757 WILSHIRE BLVD SUITE 502	LOS ANGELES	CA	90036	(323)936-5600
DOCUCOPY, INC.	5757 WILSHIRE BLVD., #480	LOS ANGELES	CA	90036	(323)930-3984
XEROX CORPORATION	700 SOUTH FLOWER STREET, SUITE 700	LOS ANGELES	CA	90017	(310) 627-4300
DLX MERCED LLC	1574 WEST 18TH ST, STE 250	MERCED	CA	95340	(209)384-8979
SUCCESS CONCEPTS INTERNATIONAL, INC.	5 HARRIS COURT, BLDG O	MONTEREY	CA	93940	(831)655-7710
COPY SOLUTIONS, INC.	1055 CORPORATE CENTER DRIVE, STE 580	MONTEREY PARK	CA	91754	(323)307-0900
XEROX CORPORATION	475 14TH STREET, 12TH FLOOR	OAKLAND	CA	94612	(510) 433-3200
IMAGE SOURCE	77-530 ENFIELD LANE, BLDG 1, 1ST FL	PALM DESERT	CA	92211	(760)345-6889
DOCUSTATION II	2711 HENDERSON ROAD #A	REDDING	CA	96002	(530)226-5237
PRO OFFICE TECHNOLOGY	4632 DUCKHORN DRIVE	SACRAMENTO	CA	95834	(916)388-0538
PRO OFFICE TECHNOLOGY - AUBURN	4632 DUCKHORN DRIVE 13620 LINCOLN WAY, STE 275, AUBURN CA 95603	SACRAMENTO	CA	95834	(530)889-9515
XEROX CORPORATION	2485 NATOMAS PARK	SACRAMENTO	CA	95833	(916) 561-2644
IMAGE SOURCE	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408	(909)890-4040
LHPT, INC. DBA JETT XEROGRAPHIX	5657 COPLEY DRIVE 7700 EDGEWATER DRIVE #505, OAKLAND, CA 94621	SAN DIEGO	CA	92111	(858)573-6300
MR. COPY II	4840 RANCHO DEL MAR TRAIL	SAN DIEGO	CA	92130	(858)573-6300
MR. COPY	5657 COPLEY DRIVE	SAN DIEGO	CA	92111	(858)573-6300
XEROX CORPORATION	404 CAMINO DEL RIO SOUTH, 6TH FLOOR	SAN DIEGO	CA	92108	(619) 574-1000
THE DOCUMENT SOLUTIONS COMPANY	351 CALIFORNIA ST., #810	SAN FRANCISCO	CA	94104	(415)981-9116
THE DOCUMENT SOLUTIONS COMPANY - SOUTH	351 CALIFORNIA SUITE 800	SAN FRANCISCO	CA	94104	(415)981-9116
XEROX CORPORATION	201 SPEAR STREET, 13TH FLOOR	SAN FRANCISCO	CA	94105	(415) 227-1700
XEROX CORPORATION	2665 NORTH FIRST STREET, SUITE	SAN JOSE	CA	95134	(408) 953-2700

	200				
COPIER PRODUCTS GROUP	1231 E. DYER ROAD, STE 135	SANTA ANA	CA	92705	(714)641-2700
XEROX CORPORATION	1851 EAST FIRST STREET, SUITE 300	SANTA ANA	CA	92705	(714) 565-1100
XEROX CORPORATION	3916 STATE STREET	SANTA BARBARA	CA	93105	(805) 682-2585
MR. COPY - SAN JOSE	3065 OLCOTT	SANTA CLARA	CA	95054	(408)844-8000
XEROX CORPORATION	1010 SOUTH PIONEER BLVD., SUITE 200	SANTA FE SPRINGS	CA	90670	(310) 906-6700
CONVERGING TECHNOLOGIES- SANTA ROSA	1160 NORTH DUTTON AVENUE, SUITE 100	SANTA ROSA	CA	95401	(707)522-6317
FOUR COPIES	6333 PACIFIC AVENUE STE 511	STOCKTON	CA	95207	(206)463-2211
IMAGE SOURCE - TEMECULA VALLEY	27349 JEFFERSON, #110	TEMECULA	CA	92590	(951)296-2150
ADVANCED XEROGRAPHICS	307 S. MAIN STREET	UKIAH	CA	95482	(707)462-5339
DOCUMENT CONSULTING SERVICES II	14546 HAMLIN STREET SUITE 100	VAN NUYS	CA	91411	(310)563-1771
IMAGE SOURCE	17072 SILICA DRIVE, SUITE 102	VICTORVILLE	CA	92392	(760)241-8044
CENTRAL VALLEY DOCUMENT SOL INC	2230 W. SUNNYSIDE #2	VISALIA	CA	93277	(559)827-4618
XEROX CORPORATION	1600 SOUTH MAIN STREET, SUITE 190	WALNUT CREEK	CA	94596	(510) 460-4161
COPIER HEADQUARTERS, INC.	31368 VIA COLINAS, SUITE 109	WESTLAKE VILLAGE	CA	91362	(818)874-1200
XEROX CORPORATION	5901 DE SOTA AVENUE	WOODLAND HILLS	CA	91367	(818) 702-8160
THE COPIER COMPANY II	525 N. MAIN	YREKA	CA	96097	(530)842-4346
IMPRESSIONS OF ASPEN, INC.	255 MAIN STREET SUITE 201	CARBONDALE	CO	81623	(970)704-1734
PDS II	1067 ELKTON DRIVE	COLORADO SPRINGS	CO	80907	(719)634-1134
XEROX CORPORATION	4600 SOUTH ULSTER STREET, SUITE 1000	DENVER	CO	80237	(970) 565-6113
PREMIER OFFICE SOLUTIONS	329 S. CAMINO DEL RIO, SUITE D	DURANGO	CO	81301	(970)259-3599
HIGH COUNTRY COPIERS, INC.	PO BOX 496 275 MAIN STREET SUITE C-106	EDWARDS	CO	81632	(970)845-7870
PDS DENVER TECH CENTER	2032 LOWE STREET #200	FORT COLLINS	CO	80525	(970)204-6927
PROFESSIONAL DOCUMENT SOL.	2032 LOWE ST. #200	FORT COLLINS	CO	80525	(970)204-6927
IMPRESSIONS OF GARFIELD COUNTY	2933 GRAND AVENUE	GLENWOOD SPRINGS	CO	81601	(970)948-2965
DOCUMENT SERVICES, INC.	1048 INDEPENDENT AVE., SUITE A107	GRAND JUNCTION	CO	81505	(970)256-1005
X WEST INC.	34 VAN GORDON ST. SUITE 140	LAKEWOOD	CO	80228	(303)980-6700
ROBINSON PRINTING INC.	210 S. MAIN ST. PO BOX 1540	LAMAR	CO	81052	(719)336-9095
WESTERN SLOPE OFFICE SOLUTIONS	PO BOX 47 175 MERCHANT DR	MONTROSE	CO	81402	(970)249-2458
ALPINE DOCUMENT SOLUTIONS	PO BOX 770519 2550 S. COPPER FRONTAGE SUITE 104	STEAMBOAT SPRINGS	CO	80487	(970)879-2588
XEROX CORPORATION	25 SIGOURNEY STREET, 18TH FLOOR	HARTFORD	CT	6106	(203) 278-9810
FREMCO LLC.	16 RIVER STREET, 2ND FL	NORWALK	CT	6850	(203)857-0522
WINDHAM COUNTY COPIERS, LLC	158 MAIN STREET, STE 2	PUTNAM	CT	6260	(860)928-4998
XEROX CORPORATION	1301 K STREET, NW, WEST TOWER	WASHINGTON	DC	20005	(202) 962-7800
XEROX CORPORATION	200 BELLEVUE PKWY., BELLEVUE PARK CORP. CTR, STE 300	WILMINGTON	DE	19809	(302) 792-5100
ASTORIA DOCUMENT SYSTEMS, LLC.	5051 S. STATE RD #7, SUITE 503	DAVIE	FL	33314	(954)791-1919
DOCUMENTTECHNOLOGIES OFFICE SOLUTIONS, INC.	296 S. MILITARY TRAIL	DEERFIELD BEACH	FL	33442	(954)418-5454
DOCUMENTTECHNOLOGIES OF PALM BEACH	296 MILITARY TRAIL	DEERFIELD BEACH	FL	33442	(954)418-5454
WIDESPREAD TECHNOLOGIES INC., LLC	296 S. MILITARY TRAIL 5629 STRAND BLVD STE 411, NAPLES, FL 34110	DEERFIELD BEACH	FL	33442	(239)254-4444

BIZTECH COPIERS, INC.	8401 NW 53RD TERRACE, STE 100	DORAL	FL	33126	(305)418-4600
OFFICE AUTOMATION	250 N W 76TH DRIVE, SUITE A	GAINESVILLE	FL	32607	(352)331-8777
XECUTIVE DOCUMENT INC.	6900 PHILLIPS HWY - SUITE 8	JACKSONVILLE	FL	32216	(904)475-1280
XEROX CORPORATION	4655 SALISBURY ROAD, SUITE 395	JACKSONVILLE	FL	32256	(904) 281-2000
BUDDE'S OFFICE SUPPLY	3210 FLAGLER AVENUE	KEY WEST	FL	33040	(305)296-6201
MARCOTEK DIGITAL OFFICE SOLUTIONS	2744 SW MAIN BLVD. S-101	LAKE CITY	FL	32025	(386)755-7969
THE DIGITAL OFFICE CORP.	1045 PRIMERA BLVD. SUITE 1017	LAKE MARY	FL	32746	(407)688-0471
DIGITAL OFFICE SOLUTIONS, INC.	2225 EAST EDGEWOOD DRIVE, SUITE 6	LAKELAND	FL	33803	(863)510-0100
DIGITAL OFFICE SOLUTIONS, SEBRING	2225 EAST EDGEWOOD DRIVE, SUITE 6 121 S. COMMERCE AVE, SEBRING, FL 33870	LAKELAND	FL	33803	(863)385-1502
TEC IMAGING SYSTEMS, INC	3510 BISCAYNE BLVD.	MIAMI	FL	33137	(305)572-1022
AFFORDABLE DIGITAL SYSTEMS, INC.	3510 BISCAYNE BLVD.	MIAMI	FL	33137	(305)572-1022
XEROX CORPORATION	15150 NORTHWEST 76TH COURT	MIAMI LAKES	FL	33016	(305) 818-4500
SARASOTA OFFICE SOLUTIONS, LLC	3449 TECHNOLOGY DRIVE STE 109	NORTH VENICE	FL	34275	(941)484-4767
PRECISION OFFICE SYSTEMS	416 SW 13TH STREET	OCALA	FL	34474	(352)867-8500
GP DIGITAL SOLUTIONS	2448 SAND LAKE RD	ORLANDO	FL	32809	(407)852-1668
SYNERGY DIGITAL GROUP, INC.	3452 LAKE LYNDA DRIVE SUITE 111	ORLANDO	FL	32817	(407)770-0445
XEROX CORPORATION	225 EAST ROBINSON, SUITE 145	ORLANDO	FL	32801	(407) 418-5600
WATTLES OFFICE SUPPLY, INC.	110 S. SECOND ST.	PALATKA	FL	32177	(386)325-4323
AMERICAN BUSINESS CENTER, INC.	1510 BECK AVENUE PO Box 20128, Panama City, FL 32417	PANAMA CITY	FL	32401	(850)763-8997
X-PERT DOCUMENT SOLUTIONS, LLC	1312 E. CERVANTES STREET	PENSACOLA	FL	32501	(850)436-8799
LESLIE TOTAL OFFICE SOLUTIONS	967 SOUTH FEDERAL HIGHWAY	STUART	FL	34994	(772)463-2400
TALLAHASSEE TECHNOLOGY GROUP INC.	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308	(850)385-1772
TAMPA BAY OFFICE SOLUTIONS, INC. PINELLAS	5005 W. LAUREL ST. STE 208	TAMPA	FL	33607	(813)793-6021
TAMPA BAY OFFICE SOLUTIONS, INC. HILLSBOROUGH	5005 W. LAUREL ST. STE 208	TAMPA	FL	33607	(813)793-6021
TAMPA BAY OFFICE SOLUTIONS, INC. PASCO	5005 W. LAUREL ST. STE 208	TAMPA	FL	33607	(813)793-6021
OFFICE CONNECTION, INC.	509 SABLE TRACE WAY PO BOX 757	ACWORTH	GA	30102	(770)926-1111
XEROX CORPORATION	ONE CONCOURSE PKWY., SUITE 800	ATLANTA	GA	30328	(770) 295-2000
XEROX CORPORATION	3633 WHEELER ROAD, SUITE 150	AUGUSTA	GA	30909	(770) 724-6551
SOUTHEASTERN OFFICE SUPPLIES	209 COLUMBIA STREET PO BOX 391	BLAKELY	GA	39823	(229)723-3575
DIGITAL TECHNOLOGY SOLUTIONS, INC.	2920 MACON ROAD	COLUMBUS	GA	31906	(706)507-2429
DIGITAL TECHNOLOGY SOLUTIONS, INC.	2920 MACON ROAD	COLUMBUS	GA	31906	(706)507-2429
COPIERS, ETC.	148 SOUTH DOROUGH ROAD	CORDELE	GA	31015	(229)276-0368
MCGARITY'S BUSINESS PRODUCTS II	870 GROVE STREET SW	GAINESVILLE	GA	30501	(770)536-9852
MCGARITY'S BUSINESS PRODUCTS	870 GROVE STREET SW	GAINESVILLE	GA	30501	(770)536-9852
DOCUSOURCE, INC.	4480 RIVERSIDE DR. STE. 23	MACON	GA	31210	(478)471-9919
APPLIED DOCUMENT SOLUTIONS	2419 RETREAT CLOSE 2110 newmarket Parkway Suite #140	MARIETTA	GA	30066	(678)627-0404
NORTHWEST APPLIED DOCUMENT SOLUTIONS	2419 RETREAT CLOSE 2110 newmarket Parkway Suite #140	MARIETTA	GA	30066	(678)627-0404
DOCUMENT SUPPORT, LLC	200 VILLAGE DRIVE	MIDWAY	GA	31320	(912)920-8448
DOCUMENT SUPPORT, LLC/RURAL	200 VILLAGE DRIVE	MIDWAY	GA	31320	(912)920-8448
PEACHTREE COPY NORTH	297 DIVIDEND DRIVE SUITE B PO BOX 2187	PEACH TREE CITY	GA	30269	(770)692-2205

PEACHTREE COPY SOUTH	297 DIVIDEND DRIVE SUITE B PO BOX 2187	PEACHTREE CITY	GA	30269	(770)692-2205
BYRD BUSINESS SYSTEMS, INC.	118 BUREN WAY PO BOX 214, VILLA RICA, GA 30180	TEMPLE	GA	30179	(770)562-5119
MARCOTEK DIGITAL OFFICE SOLUTIONS II	100 NORTH PATTERSON STREET	VALDOSTA	GA	31601	(386)755-7969
XEROX CORPORATION	137 MURRAY BLVD.	AGANA	GU	96910	(671) 477-9016
XEROX CORPORATION	841 BISHOP STREET, SUITE 1100	HONOLULU	HI	96813	(808) 521-9536
DOCUWORKS OF IOWA, LLC	2502 LINCOLN WAY	AMES	IA	50014	(515)292-4170
DIGITAL OFFICE SOLUTIONS, INC.	311 3RD AVE, SE, SUITE 104	CEDAR RAPIDS	IA	52402	(319)365-9615
XEROX CORPORATION	425 SECOND STREET SE, SUITE 910	CEDAR RAPIDS	IA	52043	(515) 856-8000
SOLUTIONTECH, INC.	2715 WEST 63RD ST. STE #5	DAVENPORT	IA	52806	(563)823-8890
XEROX CORPORATION	4500 NORTH BRADY STREET, SUITE 106	DAVENPORT	IA	52806	(319) 445-1404
DIGITAL RESOURCE PARTNERS	1207 EAST WASHINGTON STREET	MT. PLEASANT	IA	52641	(319)219-2075
AMERICAN DIGITAL IMAGING, INC.	1618 COLUMBUS STREET	BOISE	ID	83705	(208)344-4825
AMERICAN DIGITAL IMAGING - TWIN FALLS	1618 COLUMBUS STREET	BOISE	ID	83705	(208)344-4825
XEROX CORPORATION	802 WEST BANNOCK STREET, SUITE 700	BOISE	ID	83702	(208) 344-9000
PETERSON'S FAX & COPY SHOP	2450 OVERLAND AVE.	BURLEY	ID	83318	(208)878-3548
BENCHMARK BUSINESS SYSTEMS	2275 WEST BROADWAY, SUITE E	IDAHO FALLS	ID	83402	(208)524-3232
BENCHMARK BUSINESS SYSTEMS II	2275 WEST BROADWAY, SUITE E	IDAHO FALLS	ID	83402	(208)524-3232
NORTHWEST OFFICE SOLUTIONS	1625 G. STREET	LEWISTON	ID	83501	(208)743-2473
XEROX CORPORATION	1700 - 167TH STREET	CALUMET CITY	IL	60409	(708) 891-5800
HEARTLAND OFFICE, INC.	300 E. MAIN ST., SUITE 19	CARBONDALE	IL	62901	(618)549-2534
SCANICS OF CHAMPAIGN IL, LLC	1817 SOUTH NEIL ST. SUITE 103	CHAMPAIGN	IL	61820	(217)403-4000
DOCUMENT CREATIONS, INC.	9101 S. COTTAGE GROVE AVE.	CHICAGO	IL	60619	(773)994-4922
THE CDI AGENCY	9 W HUBBARD, SUITE 301	CHICAGO	IL	60610	(312)670-1600
THE CDI AGENCY II	9 W HUBBARD, SUITE 301	CHICAGO	IL	60610	(312)670-1600
XEROX CORPORATION	125 SOUTH WACKER DRIVE, 23RD FLOOR	CHICAGO	IL	60606	(312) 683-2500
ASTRATECH, INC.	81 EAST GROVE STREET	GALESBURG	IL	61401	(309)343-5666
TICOMIX INC - ILLINOIS	5642 NO. SECOND STREET	LOVES PARK	IL	61111	(815)636-1499
ADVANCED DIGITAL SOLUTIONS COPIERS & MORE OF SO. ILLINOIS, INC	1512 BROADWAY AVENUE	MATTOON	IL	61938	(217)235-1616
COPIERS & MORE	123 S. 10TH SUITE 406	MT. VERNON	IL	62864	(618)242-2266
COPIERS & MORE	123 S. 10TH SUITE 406	MT. VERNON	IL	62864	(618)242-2266
XEROGRAPHIC SOLUTIONS, INC.	800 WEST FIFTH AVENUE STE 100G	NAPERVILLE	IL	60563	(630)961-1236
XEROX CORPORATION	2301 WEST 22ND STREET, SUITE 300	OAK BROOK	IL	60521	(630) 573-0200
WORLD TECHNOLOGY SOLUTIONS, INC.	20280 S. GOVERNOR'S HWY #204	OLYMPIA FIELDS	IL	60461	(708)753-7962
XEROX CORPORATION	1935 SOUTH ALPINE ROAD	ROCKFORD	IL	61108	(815) 226-9180
MBC DIGITAL OFFICE PRODUCTS, II	1107 TOWER ROAD	SCHAUMBURG	IL	60173	(847)755-1073
XEROX CORPORATION	3180 ADLOFF LANE, 2ND FLOOR	SPRINGFIELD	IL	62703	(217) 529-0251
PRIORITY COMPUTER SERVICES, INC.	700 EAST OGDEN AVENUE	WESTMONT	IL	60559	(630)455-9394
BUSINESS IMPRESSIONS	P.O BOX 959 509 S. MAIN ST.	AUBURN	IN	46706	(260)925-1245
BUSINESS IMPRESSIONS OF MICHIGAN	P.O BOX 959 509 S. MAIN ST.	AUBURN	IN	46706	(517)279-8698
MIDAMERICA IMAGING TECHNOLOGY	101 WEST KIRKWOOD AVENUE SUITE 140	BLOOMINGTON	IN	47404	(812)323-9887
PAULEY BUSINESS PRODUCTS I	14014 HILEAH	BROOKVILLE	IN	47012	(765)647-2111
XEROGRAPHICS BUSINESS SYSTEM	611 WALNUT STREET	EVANSVILLE	IN	47708	(812)463-7722

OF EVANSVILLE					
XEROGRAPHIC BUSINESS SYSTEMS OF VINCENNES	611 WALNUT STREET 516 VIGO ST, VINCENNES, IN 47591	EVANSVILLE	IN	47708	(812)463-7722
XEROGRAPHIC BUSINESS SYSTEMS	611 WALNUT STREET 2200 E. PARRISH AVE., BLDG B, OWENSBORO, KY 42303	EVANSVILLE	IN	47708	(270)852-5272
XEROX CORPORATION	255 SOUTH GARVIN STREET, SUITE E	EVANSVILLE	IN	47713	(812) 425-6132
ONE SOURCE OFFICE SOLUTIONS	10331 DAWSON;S CREEK BLVD. SUITE F	FORT WAYNE	IN	46825	(260)497-7163
ONE SOURCE OFFICE SOLUTIONS - RURAL	10331 DAWSON;S CREEK BLVD. SUITE F	FORT WAYNE	IN	46825	(260)497-7163
TECHKNOWLEDGEY, INC.	203 S. MAIN STREET SUITE 3	GOSHEN	IN	46526	(574)971-4267
INDIANA BUSINESS EQUIPMENT, INC. - INDY	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278	(317)471-9735
XEROX CORPORATION	9100 KEYSTONE CROSSING, SUITE 500	INDIANAPOLIS	IN	46240	(317) 815-4100
COPIERS PLUS, INC.	218 NORTH MAIN, SUITE 1	MONTICELLO	IN	47960	(574)583-4092
MORGAN BUSINESS EQUIPMENT	804 LIBERTY AVENUE	RICHMOND	IN	47374	(765)966-4785
INDIANA BUSINESS EQUIPMENT, INC.	1111 WABASH AVENUE	TERRE HAUTE	IN	47807	(812)232-7784
COMPUTERS & XEROGRAPHICS PLUS	2006 HART AVENUE	DODGE CITY	KS	67801	(620)561-5885
XEROX CORPORATION	7501 COLLEGE BLVD.	KANSAS CITY	KS	66210	(913) 661-1200
PROCOPY	223 S. FOURTH ST.	MANHATTAN	KS	66502	(785)539-5454
DIGIX	7861 MASTIN	OVERLAND PARK	KS	66204	(913)385-3344
MIDWEST DATA SYSTEMS	2081 QUINCY STREET	SALINA	KS	67401	(785)452-1647
XEROX CORPORATION	3706 S. W. TOPEKA, SUITE 203	TOPEKA	KS	66609	(913) 233-5161
OFFICE PLUS OF KANSAS	6010 N. BROADWAY	WICHITA	KS	67219	(316)491-2607
XEROX CORPORATION	1313 NORTH WEBB ROAD, SUITE 220	WICHITA	KS	67206	(316) 634-6200
XEROGRAPHIC BUSINESS SYSTEMS	1733 CAMPUS PLAZA COURT STE 10	BOWLING GREEN	KY	42101	(270)842-3444
AMERICAN BUSINESS SYSTEMS	1510 SOUTH MAIN STREET PO BOX 98, MOREHEAD, KY 40351	CORBIN	KY	42501	(606)528-1041
XEROGRAPHIC BUSINESS SYSTEMS	3100 RING ROAD SUITE E	ELIZABETHTOWN	KY	42701	(270)737-4365
HAMILTON DIGITAL	55 CARRINGTON POINT	FORT THOMAS	KY	41075	(513)227-5012
WEST KENTUCKY - FEDERAL	805 SOUTH MAIN STREET	HOPKINSVILLE	KY	42240	(270)887-2506
WEST KENTUCKY XEROGRAPHICS	805 SOUTH MAIN STREET	HOPKINSVILLE	KY	42240	(270)887-2506
AMERICAN BUSINESS SYSTEMS	1084 EAST NEW CIRCLE ROAD, STE 102 PO BOX 98, MOREHEAD, KY 40351	LEXINGTON	KY	40515	(859)255-4420
XEROX CORPORATION	2365 HARRODSBURG ROAD, SUITE B250	LEXINGTON	KY	40504	(606) 224-7100
ADVANCED DOCUMENT SOLUTIONS, INC.	819 S. FLOYD STREET	LOUISVILLE	KY	40203	(502)589-6002
XEROX CORPORATION	10001 LINN STATION ROAD	LOUISVILLE	KY	40223	(502) 426-7700
XBS - MADISONVILLE	14 N. MAIN STREET	MADISONVILLE	KY	42431	(270)821-3008
AMERICAN BUSINESS SYSTEMS	PO BOX 98 180 W. 1ST STREET	MOREHEAD	KY	40351	(606)784-8869
BUSINESS EQUIPMENT & SUPPLIES	3202 LONE OAK RD. PO BOX 7948	PADUCAH	KY	42003	(270)554-2340
CENLA OFFICE SOLUTIONS	714 NORTH THIRD STREET	ALEXANDRIA	LA	71301	(318)445-1792
SUPERIOR OFFICE PRODUCTS, INC.	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810	(225)291-9376
SUPERIOR OFFICE PRODUCTS, INC. II	533 HIGHLANDIA DRIVE SUITE K	BATON ROUGE	LA	70810	(225)291-9376
XEROX CORPORATION	5555 HILTON AVENUE, SUITE 600	BATON ROUGE	LA	70808	(504) 929-6700
COMPUTER SALES & SVCS., INC.	1162 BARROW ST.	HOUMA	LA	70360	(985)879-3219
PROFESSIONAL OFFICE PRODUCTS	810 SHANKLAND AVENUE	JENNINGS	LA	70546	(337)824-5735
SHAMROCK OFFICE SUPPLY, INC.	219 E. VEROT SCHOOL ROAD	LAFAYETTE	LA	70508	(337)237-4588

AVOYELLES OFFICE SUPPLY	221 NORTH MAIN STREET	MARKSVILLE	LA	71351	(318)253-6170
NATCHITOCHEES QUICK PRINT	510 COLLEGE AVE.	NATCHITOCHEES	LA	71458	(318)352-1429
BUSH OFFICE SUPPLY, INC.	5221 MAGAZINE STREET 2805 MARKET ST, PASCAGOULA,MS 39567	NEW ORLEANS	LA	70115	(504)362-2126
SOUTHERN DIGITAL	5221 MAGAZINE STREET	NEW ORLEANS	LA	70115	(504)362-2126
XEROX CORPORATION	2400 VETERANS BLVD., KENNER, 3RD FLOOR	NEW ORLEANS	LA	70062	(504) 245-4200
POINTE COUPEE OFC. SPLY, INC.	143 E. MAIN STREET PO BOX 366	NEW ROADS	LA	70760	(225)638-6060
MICKEY MAYS OFFICE SUPPLIES	1001 EAST GEORGIA AVENUE	RUSTON	LA	71270	(318)255-9154
XEROX CORPORATION	2800 YOUREE DRIVE, CELT CENTER	SHREVEPORT	LA	71104	(318) 869-2001
MARSH BUSINESS PRODUCTS, INC.	531 KING STREET UNIT #2	LITTLETON	MA	1460	(978)431-1010
MARSH BUSINESS PRODUCTS NO CAPE COD BUSINESS SOLUTIONS, INC.	531 KING STREET, UNIT #2	LITTLETON	MA	1460	(978)431-1010
DOCUMENT TECHNOLOGIES	18 OLD KINGS HIGHWAY, RTE 6A	SANDWICH	MA	2563	(508)833-9769
DOCUMENT TECHNOLOGIES	204 SECOND AVENUE 2ND FL	WALTHAM	MA	2451	(781)899-8408
SOUTH SHORE DOCUMENT TECHNOLOGIES III	204 SECOND AVENUE	WALTHAM	MA	2451	(781)899-8408
DOCUMENT TECHNOLOGIES, INC. - BOSTON	204 SECOND AVENUE 2ND FL 77 FRANKLIN ST, BOSTON MA 02110	WALTHAM	MA	2451	(781)899-8408
XEROX CORPORATION	235 WYMAN STREET	WALTHAM	MA	2254	(617) 672-7500
XEROX CORPORATION	255 PARK AVENUE	WORCESTER	MA	1609	(508) 757-5418
COMPLETE DOCUMENT SOLUTIONS - MD, LLC.	47 East ALL SAINTS STREET	FREDERICK	MD	21701	(301)696-5716
ANNAPOLIS OFFICE PRODUCTS	8258 VETERANS HIGHWAY, SUITE 3A	MILLERSVILLE	MD	21108	(410)729-1400
DELMARVA DOCUMENT SOLUTIONS	401 EASTERN SHORE DR.	SALISBURY	MD	21804	(410)548-5844
DIGITAL DOCUMENT SOLUTIONS, INC.	650 RITCHIE HIGHWAY, SUITE 206	SEVERNA PARK	MD	21146	(410)975-9991
XEROX CORPORATION	409 WASHINGTON AVENUE	TOWSON	MD	21204	(410) 583-5000
XPRT BUSINESS SOLUTIONS, LLC	4300 MT. CARMEL ROAD 1302-04 N. Main St	UPPERCO	MD	21155	(410)374-3510
SOUTHERN SOLUTIONS, LLC	2784 OLD WASHINGTON ROAD	WALDORF	MD	20601	(301)632-5555
MAINE DOCUMENT SOLUTIONS OF CENTRAL MAINE	59 BANGOR STREET STE 3	AUGUSTA	ME	4330	(207)510-7045
NETWORK-COMPANIONS	8 LOON LANE	E. EDDINGTON	ME	4428	(800)921-6380
DOCUMENT SOLUTIONS & SUPPORT OF NO MAINE	80 CHARETTE HILL ROAD	FORT KENT	ME	4743	(207)834-6669
XEROX CORPORATION	75 MARKET STREET	PORTLAND	ME	4101	(207) 871-7850
MAINE DOCUMENT SOLUTIONS, LLC	506 MAIN STREET, STE 28	WESTBROOK	ME	4092	(207)510-7045
XEROX CORPORATION	900 VICTORS WAY, ATRIUM CENTER,	ANN ARBOR	MI	48104	(734) 996-8700
PREFERRED OFFICE MACHINES	215 NORTH MICHIGAN	BIG RAPIDS	MI	49307	(231)796-8080
DIGITAL COPIER SOLUTIONS, LLC	43843 COLUMBIA	CLINTON TWP	MI	48038	(586)286-3700
COLFAM & ASSOCIATES	670 W. BALTIMORE	DETROIT	MI	48202	(313)875-8733
XEROX CORPORATION	4650 SOUTH HAGADORN ROAD	E. LANSING	MI	48823	517 333-5400
XEROX CORPORATION	5409 GATEWAY CENTER, SUITE A	FLINT	MI	48507	(810) 257-1100
XEROX CORPORATION	4665 - 44TH STREET S.E., SUITE 160A	GRAND RAPIDS	MI	49512	(616) 949-8280
C. G. IMAGING SOLUTIONS	5500 W. CLARK ROAD 3400 PINETREE RD, STE 105 48911	LANSING	MI	48906	(517)393-4022
DOCUMENT SOLUTIONS OF MARQUETTE, INC.	702 CHIPPAWA SQUARE	MARQUETTE	MI	49855	(906)226-0901
THE DIGITAL DOCUMENT STORE	1100 EAST COMMERCE	MILFORD	MI	48381	(248)684-1110
THE DIGITAL DOCUMENT STORE II	1100 EAST COMMERCE	MILFORD	MI	48381	(248)684-1110

PENDRED OFFICE MACHINES	1233 N. MISSION	MT. PLEASANT	MI	48858	(989)772-0935
COMPLETE OFFICE SOURCE	429 CURWOOD DRIVE	OWOSSO	MI	48867	(810)733-1913
COMPLETE OFFICE SOURCE II	429 CURWOOD DRIVE	OWOSSO	MI	48867	(810)733-1913
SIGNATURE TECHNOLOGY SOLUTIONS, INC.	46991 FIVE MILE ROAD	PLYMOUTH	MI	48170	(734)453-8800
XEROX CORPORATION	300 GALLERIA OFFICENTER, SUITE 500	SOUTHFIELD	MI	48034	(248) 827-2200
IMAGE MAKERS, INC.	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684	(231)947-1588
INTELLIGENT DOCUMENT TECHNOLOGIES	120 NORTH MAIN STREET PO BOX 453	CAMBRIDGE	MN	55008	(763)552-0156
MULTIPLE TECHNOLOGIES	916 WASHINGTON AVE, SUITE 110	DETROIT LAKES	MN	56501	(218)846-2326
GREAT NORTHERN EQUIPMENT, INC.	104 NE 3RD STREET, SUITE 200C	GRAND RAPIDS	MN	55744	(218)326-9697
NORTHERN BUSINESS SERVICES	2431 2ND AVENUE EAST	INTERNATIONAL FALLS	MN	56649	(218)283-9610
MULTIPLE TECHNOLOGIES II	725 CENTER AVENUE	MOORHEAD	MN	56560	(218)233-0137
ABLE COPIERS	108 W. VINE	OWATONNA	MN	55060	(507)455-2186
IMAGE XCELLENCE - 1	1500 1st AVENUE NE, SUITE 111-CC	ROCHESTER	MN	55906	(507)536-0327
IMAGE XCELLENCE - 2	1500 1st AVENUE NE, SUITE 111-CC	ROCHESTER	MN	55906	(507)536-0327
DOCUMENT STRATEGIES, INC.	2469 UNIVERSITY AVE SUITE 210 WEST	ST. PAUL	MN	55114	(651)379-5010
XEROX CORPORATION	3221 MCKELVEY ROAD, 1ST FLOOR, SUITE 106	BRIDGETON	MO	63044	(314) 344-3800
DOCUMENT SOLUTIONS OF SPRNGFLD	1736 E. SUNSHINE STREET, SUITE 100	SPRINGFIELD	MO	65804	(417)883-2416
ADVANTAGE BUSINESS PRODUCTS LLC	2064 S. WESTERN AVENUE	SPRINGFIELD	MO	65807	(417)882-9848
METRO DOCUMENT CENTER OF ILLINOIS, LLC	1000 DES PERES ROAD SUITE 345 1355 A NO. BLUFF RD., COLLINSVILLE, IL 62234	ST. LOUIS	MO	63131	(314)588-0900
PEARL COMPUTER SERVICES	910 FIRST CAPITOL	ST. CHARLES	MO	63301	(636)949-8850
METRO DOCUMENT CENTER OF ST. LOUIS, LLC	1000 DES PERES ROAD SUITE 345	ST. LOUIS	MO	63131	(314)588-0900
METRO DOCUMENT CENTER OF MISSOURI, LLC	1000 DES PERES RD, SUITE 345	ST. LOUIS	MO	63131	(314)588-0900
NORMAN ORR OFFICE SUPPLY	202 WEST MAIN	WEST PLAINS	MO	65775	(417)256-6808
NORTH MISSISSIPPI BUS. PROD.	223 SHARKEY AVE., SUITE 104	CLARKSDALE	MS	38614	(662)627-1721
COMPLETE OFFICE SOLUTIONS CO	2627 RIDGEWOOD ROAD	JACKSON	MS	39216	(601)981-0652
COURNOYER'S OFFICE SUPPLY	104 SOUTH SPRING ST.	LOUISVILLE	MS	39339	(662)773-5261
KIMBRELL'S DIGITAL SOLUTIONS	520 MAIN STREET	NATCHEZ	MS	39120	(601)442-1494
SOUTHERN DOCUMENT SOLUTIONS, INC.	502A EAST BANKHEAD STREET	NEW ALBANY	MS	38652	(662)316-7335
REPLICA BUSINESS SOLUTIONS, INC.	670 KING PARK DRIVE, STE 4	BILLINGS	MT	59102	(406)839-9228
MOUNTAIN WEST OFFICE SOLUTIONS	602 FERGUSON, SUITE 4	BOZEMAN	MT	59718	(406)585-8480
FIRST CHOICE BUSINESS MACHINES	3101 COBBAN STREET	BUTTE	MT	59701	(406)782-6110
MOUNTAIN WEST OFFICE SOLUTIONS-HELENA	1609 11TH AVENUE , SUITE E	HELENA	MT	59601	(406)449-8870
MOUNTAIN WEST OFFICE SOLUTIONS	1205-B KENSINGTON AVENUE	MISSOULA	MT	59801	(406)728-7763
PRO OFFICE SOLUTIONS, INC.	TWO TOWN SQUARE BLVD, SUITE 315	ASHEVILLE	NC	28803	(828)684-7778
BASICSPLUS OFFICE PRODUCTS, INC.	376 CROMPTON STREET, SUITE 1	CHARLOTTE	NC	28273	(704)357-3347
XEROX CORPORATION	4201 CONGRESS STREET, ROTUNDA, SUITE 250	CHARLOTTE	NC	28209	(704) 551-2000
ALBEMARLE BUSINESS CONCEPTS	905 HALSTEAD BLVD. #18 WINCHESTER STA.	ELIZABETH CITY	NC	27909	(252)338-3710
DIGITAL DOCUMENT SOLUTIONS	324 NO. MCPHERSON CHURCH ROAD - 2ND FL	FAYETTEVILLE	NC	28303	(910)867-4414

PIEDMONT DIGITAL SOLUTIONS	1 CENTERVIEW DRIVE, SUITE 103	GREENSBORO	NC	27407	(336)294-5557
XEROX CORPORATION	7025 ALBERT PICK ROAD, SUITE 400	GREENSBORO	NC	27409	(919) 605-1200
DOCUMENT SOLUTIONS EAST, INC.	1706 EAST ARLINGTON BLVD., SUITE D PO BOX 4006	GREENVILLE	NC	27858	(252)321-7994
DOCUMENT SYSTEMS, INC.	89 MARKET STREET	HENDERSON	NC	27536	(252)433-4888
QUALITY QUICKLY, INC.	910 TATE BLVD.SE, SUITE 105	HICKORY	NC	28602	(828)323-8339
MARITIME BUSINESS CONCEPTS, INC.	1306 N. HERITAGE	KINSTON	NC	28501	(252)527-7155
KINGS OFFICE SUPPLY	227 E. MAIN STREET	LINCOLNTON	NC	28092	(704)735-7415
PRO OFFICE SOLUTIONS, INC. II	3717 NATIONAL DRIVE, SUITE 210	RALEIGH	NC	27612	(919)781-5790
XEROX CORPORATION	4601 SIX FORKS ROAD, SUITE 300	RALEIGH	NC	27609	(919) 782-4820
DOCUGRAPHICS, LLC dba PINNACLE BUSINESS SERVICES	6624-C GORDON ROAD	WILMINGTON	NC	28411	(910)793-6343
DOCU-PRO	40 FIRST AVE. WEST	DICKINSON	ND	58601	(701)225-2355
DIGITAL OFFICE CENTRE, INC.	515 20TH AVENUE SE, STE 11	MINOT	ND	58701	(701)839-2707
OFFICE EDGE	515 20TH AVENUE SE, STE 11 1937 E. CAPITOL AVE., BISMARCK, ND 58701	MINOT	ND	58701	(701)839-2707
THE BUSINESS CONNECTION	214 MAIN	CHADRON	NE	69337	(308)432-2158
COMPUTER CONCEPTS, INC.	819 DIERS AVENUE, SUITE 6	GRAND ISLAND	NE	68803	(308)382-5500
XEROX CORPORATION	7501 "O" STREET, SUITE 102	LINCOLN	NE	68510	(402) 489-1961
XEROX CORPORATION	7171 MERCY ROAD, SUITE 500	OMAHA	NE	68106	(402) 393-6161
CONTINENTAL BUSINESS SYSTEMS	1358 ELM STREET	MANCHESTER	NH	3101	(603)622-9631
BENCHMARK OFFICE SYSTEMS	58 RANGE ROAD	WINDHAM	NH	3087	(603)890-2474
COMPLETE DOCUMENT SOLUTIONS	19 GLORIA LANE	FAIRFIELD	NJ	7004	(973)812-4400
MORRIS COUNTY STATIONERS	240 RTE 206, THE MALL @ 206 PO BOX 279	FLANDERS	NJ	7836	(973)927-4899
XEROX CORPORATION	10 LAKE CENTER EXECUTIVE PARK, SUITE 300	MARLTON	NJ	8053	(609) 988-2200
XEROX CORPORATION	201 LITTLETON ROAD	MORRIS PLAINS	NJ	7950	(201) 540-7500
BARONE TECHNOLOGY GROUP	4201 CHURCH ROAD STE 13	MOUNT LAUREL	NJ	8054	(856)787-9150
BARONE PRODIGITAL SOLUTIONS	4201 CHURCH ROAD, SUITE 13	MOUNT LAUREL	NJ	8054	(856)787-9150
XEROX CORPORATION	100 OVERLOOK CENTER, SUITE 310	PRINCETON	NJ	8543	(609) 987-5500
JOHNSON BUSINESS PRODUCTS, INC.	301 PENHORN AVENUE	SECAUCUS	NJ	7094	(201)422-6600
XEROX CORPORATION	300 TICE BLVD., WHITEWELD CENTER, 3RD FLOOR	WOODCLIFF LAKE	NJ	7675	(201) 476-3500
SOUTHWEST OFFICE SOLUTIONS - ALBUQUERQUE	8500 MENAUL BLVD. NE	ALBUQUERQUE	NM	87112	(505)661-2554
XEROX CORPORATION	5600 WYOMING BLVD. N.E., 1 SYCAMORE PLAZA, SUITE 200	ALBUQUERQUE	NM	87109	(505) 822-5200
PREMIER OFFICE TECHNOLOGIES	2010 NORTH SULLIVAN AVENUE	FARMINGTON	NM	87401	(505)326-2772
GALLUP PRINTING & OFFICE	105 WEST COAL	GALLUP	NM	87301	(505)863-9588
SOUTHWEST OFFICE SOLUTIONS	1789 CENTRAL AVENUE SUITE 7	LOS ALAMOS	NM	87544	(505)661-2554
THE KOPY-FAX STORE	P. O. BOX 1410 3577 HIGHWAY 47	PERALTA	NM	87042	(505)865-8312
CRUMBACHER BUSINESS SYSTEMS	1140A S. ST. FRANCIS DR.	SANTA FE	NM	87505	(505)820-6007
XEROX CORPORATION	128 GRANT AVENUE, SUITE 216	SANTA FE	NM	87501	(505) 982-9255
WAYNE HECKLER & CO.	1115 NORTH GRANT STREET	SILVER CITY	NM	88061	(505)538-2203
ASPEN BUSINESS SYSTEMS, INC.	216-L PASEO DEL PUEBLO NORTE	TAOS	NM	87571	(505)758-0804
PRINT 'N COPY CENTER	565 W. SILVER ST. 651 SILVER STREET	ELKO	NV	89801	(775)777-3333
PREMIER OFFICE SYSTEMS	1210 SOUTH VALLEY VIEW BLVD., SUITE 215	LAS VEGAS	NV	89102	(702)737-4601
XEROX CORPORATION	3753 HOWARD HUGHES PKWY.,	LAS VEGAS	NV	89109	(702) 733-8960

	SUITE 340				
MR. COPY-NEVADA	2600 MILL STREET #800	RENO	NV	89502	(775)853-8786
XEROX CORPORATION	8 Southwoods Blvd. 3 rd Floor	ALBANY	NY	12211	518-427-5600
NORTH COUNTRY DIGITAL SOLUTIONS, INC.	2 CRESTWOOD DRIVE	ALEXANDRIA BAY	NY	13607	(800)842-6125
SEELY CONOVER COMPANY, INC.	333 WEST MAIN STREET	AMSTERDAM	NY	12010	(518)842-1720
GARLOCK OFFICE SYSTEMS	56 HARVESTER AVENUE	BATAVIA	NY	14020	(585)343-4100
XEROX CORPORATION	441 COMMERCE ROAD	BINGHAMTON	NY	13850	(607) 729-7201
INNOVATIVE OFFICE PRODUCTS	2308 KNAPP STREET	BROOKLYN	NY	11229	(718)252-6500
INFORMATION MANAGEMENT PARTNERS OF BUFFALO, LLC	30 SOUTH CAYUGA	BUFFALO	NY	14221	(716)204-5860
INFORMATION MANAGEMENT PARTNERS OF BUFFALO, LLC	30 SOUTH CAYUGA 291 CHESTNUT ST, MEADVILLE,PA 16335	BUFFALO	NY	14221	(814)337-1943
XEROX CORPORATION	450 CORPORATE PKWY., AMHERST	BUFFALO	NY	14226	(716) 831-3300
OFFICE EQUIPMENT SOURCE II	227 W WATER STREET	ELMIRA	NY	14901	(607)737-0539
THE OFFICE EQUIPMENT SOURCE	227 W. WATER STREET	ELMIRA	NY	14901	(607)737-0539
XEROGRAPHIC SOLUTIONS, INC.	1387 FAIRPORT OFFICE CENTER, SUITE 1000A	FAIRPORT	NY	14450	(585)388-5550
RAY BLOCK STATIONERY COMPANY	3 PLAINFIELD AVE.	FLORAL PARK	NY	11001	(516)437-2222
NORTH COUNTRY XEROGRAPHICS	1342 SARATOGA ROAD	GANSVOORT	NY	12831	(518)792-9101
NORTH COUNTRY XEROGRAPHICS, INC. - ALBANY	1342 SARATOGA ROAD	GANSVORT	NY	12831	(518)792-9101
UPSTATE XEROGRAPHICS II	161 HAMMERLE ROAD	GREENE	NY	13778	(607)725-3402
XCL BUSINESS PRODUCTS, INC.	97 MARCUS BLVD.	HAUPPAUGE	NY	11788	(631)231-1456
PETERSON OFFICE EQUIPMENT	7 SUMMIT AVENUE	LAKEWOOD	NY	14750	(716)763-6927
FLYNNS INC	55 EAST 59 STREET	NEW YORK	NY	10022	(212)564-8701
TEC DOCUMENT SOLUTIONS	135 WEST 27TH STREET, 5TH FL	NEW YORK	NY	10001	(212)201-3580
PRODUCTIVE BUS. SOLUTIONS, INC.	259 WEST 30th STREET, Main Fl.	NEW YORK	NY	10001	(212)633-2170
COPIER COUNTRY NEW YORK, LLC	17 BATTERY PLACE, SUITE 1013	NEW YORK	NY	10004	(212)328-2511
COPIER COUNTRY 2	17 BATTERY PLACE	NEW YORK	NY	10004	(212)328-2511
XEROX CORPORATION	245 PARK AVENUE	NEW YORK	NY	10167	(212) 716-4000
XEROX CORPORATION	132 ALLENS CREEK ROAD, BLDG. 827	ROCHESTER	NY	14618	(716) 461-6200
INNOVATIVE OFFICE SOLUTIONS, INC.	120 EAST WASHINGTON ST. STE 901	SYRACUSE	NY	13202	(315)952-4335
XEROX CORPORATION	90 PRESIDENTIAL PLAZA	SYRACUSE	NY	13202	(315) 422-9231
XEROX CORPORATION	555 WHITE PLAINS ROAD	TARRYTOWN	NY	10591	(914) 332-6800
ION DOCUMENT SOLUTIONS, LLC	5 WALLER AVENUE SUITE 301	WHITE PLAINS	NY	10601	(914)368-2196
XEROX CORPORATION	105 FROECHLICH FARM BLVD.	WOODBURY	NY	11797	(516) 677-1500
APEX DOCUMENT SOLUTIONS	250 ORISKANY BLVD	YORKVILLE	NY	13495	(315)736-3288
USA OFFICE SOLUTIONS INC	1090 E. TALLMADGE AVENUE	AKRON	OH	44310	(330)630-7017
NORTHEAST OFFICE EQUIPMENT II	1520 W. 13TH STREET	ASHTABULA	OH	44004	(440)964-8721
NORTHEAST OFFICE EQUIPMENT	1520 W. 13TH STREET	ASHTABULA	OH	44004	(440)964-8721
HUGHES XEROGRAPHIC EQUIPMENT AGENCY INC	3114 BELMONT STREET PO BOX 278	BELLAIRE	OH	43906	(740)676-8000
PENN OHIO PRINT SYSTEMS	4410 MARKET STREET	BOARDMAN	OH	44512	(330)746-2443
DOCUMENT SOLUTIONS OF DAYTON	PO BOX 464 3033 KETTERING BLVD, STE 110, MORAIN, OH 45439	CHILLICOTHE	OH	45601	(614)846-2400
DOCUMENT SOLUTIONS OF OHIO LLC	PO BOX 464 100 E.CAMPUS VIEW BLVD, COLUMBUS, OH 43235	CHILLICOTHE	OH	45601	(614)846-2400
DOCUMENT SOLUTIONS - LIMA	PO BOX 464 113 NO. OHIO ST, STE 312, SIDNEY, OH 45365	CHILLICOTHE	OH	45601	(614)846-2400

DOCUMENT SOLUTIONS - NEWARK	PO BOX 464 100 EAST CAMPUS VIEW BLVD, COLUMBUS, OH 43235	CHILlicothe	OH	45601	(740)349-1806
DOCUMENT SOLUTIONS / KENTUCKY	11154 LUSCHEK DRIVE	CINCINNATI	OH	45241	(513)791-1994
DOCUMENT SOLUTIONS, LLC - CINCINNATI	11154 LUSCHEK DRIVE	CINCINNATI	OH	45241	(513)791-1994
DOCUMENT SOLUTIONS-HUNTINGTON	11154 LUSCHEK DRIVE 210 11TH ST. SHOP 11, HUNTINGTON, WV 25701	CINCINNATI	OH	45241	(304)525-4009
DOCUMENT SOLUTIONS-HILLSBORO	11154 LUSCHEK DRIVE 132 SO HIGH ST, HILLSBORO, OH 45133	CINCINNATI	OH	45241	(513)791-1994
XEROX CORPORATION	6450 POE AVENUE, SANDLAKE PLAZA, 5TH FLOOR	DAYTON	OH	45414	(513) 454-4000
XEROX CORPORATION	5555 PARKCENTER CIRCLE, SUITE 300	DUBLIN	OH	43017	(614) 793-3300
XEROX CORPORATION	6(000) FREEDOM SQUARE DRIVE, 4TH FLOOR	INDEPENDENCE	OH	44131	(216) 642-7806
THE OFFICE ADVANTAGE	419 STURGES AVENUE	MANSFIELD	OH	44907	(419)756-7225
THE OFFICE ADVANTAGE II	41 EAST FRONT ST.	MILAN	OH	44846	(866)871-3323
SOLUTIONS FOR DOCUMENTS	741 COMMERCE DRIVE	PERRYSBURG	OH	43551	(419)720-0800
XEROX CORPORATION	5425 SOUTH WICK BLVD.	TOLEDO	OH	43614	(419) 866-1800
GEYER'S OFFICE SUPPLY, INC.	169 W. MAIN STREET	XENIA	OH	45385	(937)372-2381
XCEL OFFICE SOLUTIONS	1403 W. BROADWAY	ARDMORE	OK	74301	(580)226-0705
ADVANCED XEROGRAPHY	1823 N. YELLOWOOD	BROKEN ARROW	OK	74012	(918)249-4010
MERRIFIELD OFFICE SUPPLY, LLC	224 SOUTH MAIN	ELK CITY	OK	73644	(580)225-7622
XCEL OFFICE SOLUTIONS, LLC	1625 GREENBRIAR PLACE 2828 NW 57 St. Ste 204 OKC, OK 73159	OKLAHOMA CITY	OK	73159	(405)692-9235
XCEL OFFICE SOLUTIONS, LLC	1625 GREENBRIAR PLACE	OKLAHOMA CITY	OK	73159	(405)692-9235
NETWORK ENHANCEMENT SYSTEMS, INC.	4867 S. SHERIDAN, SUITE 700	TULSA	OK	74145	(918)665-5502
XEROX CORPORATION	4200 EAST SKELLY DRIVE, SUITE 600	TULSA	OK	74135	(918) 610-2600
RYDER BROTHERS STATIONERY	1735 MAIN STREET	BAKER CITY	OR	97814	(541)523-6526
MR. COPY - PACIFIC NORTHWEST	10110 SW NIMBUS AVE. SUITE B-11	BEAVERTON	OR	97223	(503)431-6870
CENTRAL OREGON OFFICE SOLUTIONS, INC.	714 NW FRANKLIN STREET PO BOX 2185, BEND, OR 97709	BEND	OR	97701	(541)382-0300
PACIFIC COPY	598 N. BROADWAY	COOS BAY	OR	97420	(541)269-7833
MR. COPY, PNW II	1600 EXECUTIVE PARKWAY #350	EUGENE	OR	97401	(541)686-5000
WHITE'S BUSINESS MACHINES, INC.	80998 HWY 395 NORTH PO BOX 2555	HERMISTON	OR	97838	(541)567-1520
SUPERIOR OFFICE SYSTEMS	1120 EAST MAIN STREET	MEDFORD	OR	97504	(541)779-1251
PAPER CHASE PLACE	6120 NE DEER LANE	NEWPORT	OR	97365	(541)265-2181
XEROX CORPORATION	121 SW MORRISON STREET, 5TH FLOOR, SUITE 500	PORTLAND	OR	97205	(503) 221-1850
OFFICE CRAFT	695 COMMERCIAL STREET, SE, SUITE 2	SALEM	OR	97301	(503)316-8129
XEROX CORPORATION	1405 NORTH CEDAR BLVD.	ALLENTOWN	PA	18104	(215) 740-3040
DPMI	714 NO. BETHLEHEM PIKE STE 201	AMBLER	PA	19002	(267)708-8000
EAST-PENN BUSINESS MACHINES, INC.	2980 LINDEN STREET	BETHLEHEM	PA	18017	(610)694-9001
THE COPY CONNECTION	15 CHESTNUT STREET	BRADFORD	PA	16701	(814)368-6000
OFFICE SUPPLIERS	609 LINCOLN WAY WEST	CHAMBERSBURG	PA	17201	(717)263-4157
OFFICE SUPPLIERS OF SOMERSET	609 LINCOLN WAY WEST 114 N. CENTER AVENUE, SOMERSET, PA 15501	CHAMBERSBURG	PA	17201	(717)263-4157
DOCUMENT SOLUTIONS NORTH, INC.	20530 ROUTE 19 NORTH	CRANBERRY TOWNSHIP	PA	16066	(724)772-0011
WAY COPY SOLUTIONS, INC.	691 DIVISION STREET	DU BOIS	PA	15801	(814)371-3200

AMERICAN XEROGRAPHIC SOLUTIONS LLC	127 LAKE MEADE DRIVE	EAST BERLIN	PA	17316	(717)431-9345
XEROX CORPORATION	651 EAST PARK DRIVE	HARRISBURG	PA	17111	(717) 558-4800
XEROX CORPORATION	100 TOURNAMENT DR, COMMONWEALTH CORP Ctr, 3RD FLR	HORSHAM	PA	19044	(215) 442-7100
BUERGER OFFICE SYSTEMS	1670 WARREN ROAD	INDIANA	PA	15701	(724)349-3710
LOIS REIMEL, DBA LEE'S OFFICE EQUIPMENT	26 CHURCH STREET	MONTROSE	PA	18801	(570)278-3605
XEROX CORPORATION	1700 MARKET STREET, 28TH FLOOR	PHILADELPHIA	PA	19103	(214) 988-2200
XEROX CORPORATION	750 HOLIDAY DRIVE	PITTSBURGH	PA	15220	(412) 937-2400
GOLD N' COPY, INC.	618 MARKET STREET	SUNBURY	PA	17801	(570)286-4370
OFFICE SYSTEMS OF FAYETTE AND GREENE, INC.	95 EAST HIGH STREET, SUITE 100	WAYNESBURG	PA	15370	(724)852-2288
FOUR STAR BUSINESS SYSTEMS, INC.	39 NORTH WASHINGTON STREET	WILKES-BARRE	PA	18702	(570)824-4177
XEROX CORPORATION	200 MUNDY STREET	WILKES-BARRE	PA	18702	(215) 643-7100
DOCUMENT COMPANY I	AVE. LAUREL #GA11 CALLE 49, SANTA JUANITA	BAYAMON	PR	956	(787)740-1735
LAS AMERICAS OFFICE EQUIPMENT, INC	AVE. OF AMERICA CB#1 URB. BAIROA	CAGUAS	PR	725	(787)743-5420
QUALITY BUSINESS, INC.	1142 FD ROOSEVELT AVENUE	HATO REY	PR	920	(787)273-9555
XEROX CORPORATION	268 AVENIDA MUNOZ RIVERA, BANCO DE PONCE BUILDING	HATO REY	PR	918	(809) 754-7600
ADVANCED DIGITAL PRODUCTS	MCKINLEY #238 WEST	MAYAGUEZ	PR	680	(787)265-1040
OFFITEK	2980 EMILIO FAGOT AVENUE SUITE 2	PONCE	PR	716	(787)259-1034
STRATEGIC DOCUMENT SOLUTIONS	PO BOX 11951 544 Aldebaran Street, Marginal Exp. Martinez Nadal	SAN JUAN	PR	922	(787)775-2552
XEROX CORPORATION	10 ORMS STREET, SUITE 420, 4TH FLOOR	PROVIDENCE	RI	2904	(401) 276-3242
FANT'S OFFICE SUPPLY, INC.	1001 N. MAIN ST. PO BOX 156	ANDERSON	SC	29621	(864)226-3446
DOCUGRAPHICS, LLC	15 SAM'S POINT ROAD	BEAUFORT	SC	29907	(843)522-3028
DOCUGRAPHICS, LLC	2408A ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407	(843)573-0303
XEROX CORPORATION	5833 DORCHESTER ROAD	CHARLESTON	SC	29418	(803) 554-5500
PRINTEX OFFICE SOLUTIONS, LLC	300 LONG POINTE LANE, SUITE 125	COLUMBIA	SC	29229	(803)865-5890
XEROX CORPORATION	200 ARBORLAKE DRIVE, FONTAINE III BLDG., SUITE 110	COLUMBIA	SC	29223	(803) 540-7100
XCOPY DOCUMENT SOLUTIONS, LLC	PO BOX 3276 202 SPRINGCREST DRIVE	FORT MILL	SC	29708	(803)802-3199
MORRIS BUSINESS SOLUTIONS, LLC	155 COMMONS WAY	GREENVILLE	SC	29611	(864)269-8180
XEROX CORPORATION	555 NORTH PLEASANTBURG DRIVE	GREENVILLE	SC	29607	(802) 240-7300
DAVIS BUSINESS SYSTEMS	237 HILLCREST DRIVE PO BOX 698	LAURENS	SC	29360	(864)984-4958
DOCUGRAPHICS, LLC	912 HWY 501, SUITE F	MYRTLE BEACH	SC	29577	(843)444-2972
C.S.R.A. DOCUMENT SOLUTIONS	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841	(803)613-1774
XDOS, INC. PEE DEE	20 EAST LIBERTY STREET	SUMTER	SC	29150	(843)676-2503
XDOS, INC.	18 EAST LIBERTY STREET	SUMTER	SC	29150	(803)778-2330
LOW COUNTRY OFFICE SUPPLY, INC.	231 S. JEFFERIES BLVD PO BOX 138	WALTERBORO	SC	29488	(843)549-9585
VALLEY OFFICE PRODUCTS	110 SOUTH MAIN STREET	MILBANK	SD	57252	(605)432-5536
THE OFFICE ADVANTAGE	318 N. MAIN	MITCHELL	SD	57301	(605)996-4899
THE BUSINESS CONNECTION	429 KANSAS CITY ST	RAPID CITY	SD	57701	(605)341-1801
DOCUMENT SOLUTIONS - TENN	256 AVIGNON WAY	CLARKSVILLE	TN	37043	(931)358-4888
HUNGATE BUSINESS SERVICES II	1841 PHEASANT CROSSING DRIVE	DANDRIDGE	TN	37725	(865)484-1528
INNOVATIVE OFFICE SOLUTIONS	9040 Executive Park Dr. Ste. 116	KNOXVILLE	TN	37923	(865)246-2212

RBI	105 N. CUMBERLAND STREET	LEBANON	TN	37087	(615)444-7214
XMC, INC. OF MEMPHIS	823 EXOCET DRIVE, SUITE 109	MEMPHIS	TN	38018	(901)737-8910
XMC LITTLE ROCK	823 EXOCET DRIVE, SUITE 109 10700 NO. RODNEY PARHAM, LITTLE ROCK, AR 72212	MEMPHIS	TN	38018	(501)228-8900
XMC, INC. OF NORTH ALABAMA	823 EXOCET DRIVE, SUITE 109 4910 CORPORATE DR. SUITE B, HUNTSVILLE, AL 35806	MEMPHIS	TN	38018	(256)890-4258
XMC OF MIDDLE TENNESSEE	823 EXOCET DRIVE, SUITE 109 4910 CORP DR., STE B, HUNTSVILLE, AL 35805	MEMPHIS	TN	38018	(901)737-8910
XMC OF ARKANSAS	823 EXOCET DRIVE, SUITE 109 1321 B STONE ST, JONESBORO, AR 72401	MEMPHIS	TN	38018	(870)972-6644
XMC OF MISSISSIPPI	823 EXOCET DRIVE, SUITE 109 161 CLARK STREET, TUPELO, MS 38801	MEMPHIS	TN	38018	(901)737-8910
XMC, INC. OF WESTERN TENNESSEE	823 EXOCET DRIVE, SUITE 109	MEMPHIS	TN	38018	(901)737-8910
XMC, INC. FLORENCE	823 EXOCET DRIVE, SUITE 109 1420 DONELSON PIKE, STE B12, NASHVILLE, TN 37127	MEMPHIS	TN	38018	(901)737-8910
XEROX CORPORATION	2650 THOUSAND OAKS BLVD., SUITE 2430	MEMPHIS	TN	38118	(901) 546-7600
XEROX CORPORATION	3322 WEST END AVENUE, 8TH FLOOR	NASHVILLE	TN	37203	(615) 386-5200
INNOVATIVE BUSINESS SYSTEMS OF WEST TEXAS	4341 S. TREADAWAY BLVD.	ABILENE	TX	79602	(325)795-1351
SOUTH TEXAS SALES	1901 EAST MAIN STREET	ALICE	TX	78332	(361)668-0888
DIGITAL-ON-DEMAND, INC.	2505 LAKEVIEW DR STE 204	AMARILLO	TX	79109	(806)352-1367
XEROX CORPORATION	901 SOUTH FILLMORE, SUITE 100	AMARILLO	TX	79106	(806) 376-7575
DOCUMENT SOLUTIONS	P. O. BOX 308 702 E. CORSICANA	ATHENS	TX	75751	(903)675-3464
BEST OFFICE SOLUTIONS	806 W. MAIN ST PO BOX 849	ATLANTA	TX	75551	(903)796-7991
DOCUTEX	7756 NORTHCROSS DRIVE, STE 104	AUSTIN	TX	78757	(512)892-0052
XEROX CORPORATION	6836 AUSTIN CENTER BLVD., SUITE 300	AUSTIN	TX	78731	(512) 343-5600
LEWIS BUSINESS SOLUTIONS II	4345 PHELAN, SUITE 101	BEAUMONT	TX	77707	(409)924-7400
XEROX CORPORATION	4345 PHELAN BLVD.	BEAUMONT	TX	77706	(409) 898-1100
DOCU MAXX	306 E. 6TH AVENUE	BELTON	TX	76513	(254)939-3065
METCALF COPIER SOLUTIONS	501 BIRDWELL LANE, SUITE 22	BIG SPRING	TX	79720	(432)267-3562
KYLE OFFICE PRODUCTS	418 TARROW	COLLEGE STATION	TX	77840	(979)260-3377
CONNEX SYSTEMS, INC.	12750 MERIT DRIVE, SUITE 950	DALLAS	TX	75251	(972)387-8885
DIMMIT PRINTING	200 EAST BEDFORD	DIMMIT	TX	79027	(806)647-3286
OFFICE XPERTS INC.	1427 E. MISSOURI AVENUE	EL PASO	TX	79902	(915)591-0419
XEROX CORPORATION	7400 VISCOUNT, SUITE 200	EL PASO	TX	79925	(915) 775-9400
XEROX CORPORATION	1200 SUMMIT AVENUE, SUITE 800	FORT WORTH	TX	76102	(817) 882-1400
WEST TEXAS DOCUMENT SYSTEMS	1003 NORTH RIO ST PO BOX 69	FT. STOCKTON	TX	79735	(915)539-8863
METRO CENTRE	679 COUNTY ROAD 404 1200 SUMMIT STE 101, FT. WORTH, TX 76102	GAINESVILLE	TX	76240	(940)665-9722
METRO CENTRE III	679 COUNTY ROAD 404 1200 SUMMIT STE 101, FT. WORTH, TX 76102	GAINESVILLE	TX	76240	(940)665-9722
METRO CENTRE	679 COUNTY ROAD 404	GAINESVILLE	TX	76240	(940)665-9722
COPIER CONNECTION	10425 WESLEY	GREENVILLE	TX	75402	(903)450-4544
COPIER CONNECTION	10425 WESLEY	GREENVILLE	TX	75402	(903)450-4544
OFFICE EVOLUTIONS, INC.	3701 KIRBY, SUITE 730	HOUSTON	TX	77098	(713)526-3131
SOUTHWEST DOCUMENT SOLUTIONS, LLC	12012 WICKCHESTER SUITE 150	HOUSTON	TX	77079	(281)493-2553

XEROW GRAPHICS INC.	13101 N W FREEWAY SUITE 302	HOUSTON	TX	77040	(713)979-1500
XEROX CORPORATION	5151 SAN FELIPE, SAGE PLAZA ONE, 12TH FLOOR	HOUSTON	TX	77056	(713) 961-5755
XEROX CORPORATION	220 EAST LOS COLINAS BLVD., XEROX CENTRE	IRVING	TX	75039	(214) 830-4000
XEROGRAPHIC BUSINESS SYSTEMS	819 WATER ST, SUITE 110.	KERRVILLE	TX	78028	(830)896-3131
COPY CONNECTION	201 W. HILLSIDE, SUITE 24 PO BOX 440102	LAREDO	TX	78041	(956)712-2679
EDGE OFFICE PRODUCTS	1909 JUDSON RD.	LONGVIEW	TX	75605	(903)758-0777
BENCHMARK BUSINESS SOLUTIONS	1607 BROADWAY	LUBBOCK	TX	79401	(806)744-8744
XEROX CORPORATION	4413 82ND STREET, SUITE 314	LUBBOCK	TX	79423	(806) 794-9230
BARTZ OFFICE SOLUTIONS, INC.	510 LOS ESCONDIDOS	MARBLE FALLS	TX	78654	(830)693-4454
XRX BUSINESS CONSULTANTS, INC.	708 NORTH MCCOLL	MCALLEN	TX	78501	(956)682-1820
XEROGRAPHIX EAST TEXAS	424 NORTH STREET	NACOGDOCHES	TX	75961	(936)569-1992
QUALITY DOCUMENT SOLUTIONS	1601 N. LEE STREET PO BOX 751	ODESSA	TX	79761	(432)366-1121
PRODUCTIVE BUSINESS MACHINES	601 GLENNA	SAN ANGELO	TX	76901	(325)949-2947
SAN ANTONIO XEROGRAPHIC SYSTEMS, LLC	841 ISOM	SAN ANTONIO	TX	78216	(210)340-4181
XEROX CORPORATION	100 NE LOOP 410, 1 INTERNATIONAL CENTRE, SUITE 900	SAN ANTONIO	TX	78216	(512) 524-5600
DOCUMENT SOLUTIONS	1540 RICE ROAD, SUITE 100	TYLER	TX	75703	(903)597-1366
QUALITY PRINT SOLUTIONS	220 N. GETTY STREET	UVALDE	TX	78801	(830)591-0500
DOCUMENT SOLUTIONS, INC.	6412 N. NAVARRO, SUITE K	VICTORIA	TX	77904	(361)575-5931
BENCHMARK BUSINESS SOLUTIONS - WICHITA FALLS	900 8TH STREET, SUITE 112	WICHITA FALLS	TX	76301	(940)691-1044
COPIERS PLUS	415 N. MAIN ST., SUITE 202	CEDAR CITY	UT	84720	(435)586-5335
UTAH DOCUMENT SOLUTIONS, INC.	3280 N. FRONTAGE ROAD SUITE 6	LEHI	UT	84043	(801)878-4433
COPIER CONNECTION	58 WEST MAIN STREET 735 N. 500 EAST, PRICE UT 84501	PRICE	UT	84501	(435)637-7264
WASATCH DOCUMENT SOLUTIONS, INC - OGDEN	525 WEST 465 NORTH, SUITE 110	PROVIDENCE	UT	84332	(435)787-2101
WASATCH DOCUMENT SOLUTIONS, INC.	525 WEST 465 NORTH, SUITE 110	PROVIDENCE	UT	84332	(435)787-2101
THE DOCUMENT GROUP	525 WEST 5300 SOUTH, SUITE 220	SALT LAKE CITY	UT	84123	(801)685-2700
XEROX CORPORATION	675 EAST 500 SOUTH	SALT LAKE CITY	UT	84102	(801) 535-8500
COPIERS PLUS	720 S. RIVER ROAD, SUITE C125	ST. GEORGE	UT	84790	(435)652-8404
WESTERN BUSINESS SYSTEMS	31 NORTH 100 WEST	VERNAL	UT	84078	(435)781-0901
APEX COMMUNICATIONS CORP.	50 S. PICKETT ST, SUITE 207	ALEXANDRIA	VA	22304	(703)370-1230
ZEROID & COMPANY	5520 CHEROKEE AVE., SUITE 204	ALEXANDRIA	VA	22312	(703)461-8383
DOCUMENT TECHNOLOGIES II	1932 ARLINGTON BLVD, SUITE 8	CHARLOTTESVILLE	VA	22903	(434)293-0811
APEX TECHNOLOGIES	820 GREENBRIER CIRCLE, SUITE 32	CHESAPEAKE	VA	23320	(757)424-3040
DOCUMENT TECHNOLOGIES III	4900 HOOD DRIVE	FREDERICKSBURG	VA	22408	(800)899-6425
DOCUMENT TECHNOLOGIES	4900 HOOD ROAD	FREDRICKSBURG	VA	22408	(540)898-7334
POTOMAC BUSINESS SOLUTIONS LLC	13800 COPPERMINE ROAD	HERNDON	VA	20171	(703)737-6987
LEESBURG OFC. EQUIP. INC.	26-A FAIRFAX STREET	LEESBURG	VA	20175	(703)777-8473
HUNGATE BUSINESS SERVICES	517 N MAIN ST	MARION	VA	24354	(276)783-5442
XEROX CORPORATION	8180 GREENSBORO DRIVE, SUITE 600	MCLEAN	VA	22102	(703) 902-2520
XEROX CORPORATION	8 KROGER EXECUTIVE CENTER	NORFOLK	VA	23502	(757) 455-4200
XEROX CORPORATION	1700 BAYBERRY COURT, SUITE 200	RICHMOND	VA	23226	(804) 289-5400
XEROX CORPORATION	3800 ELECTRIC ROAD SW, SUITE 406	ROANOKE	VA	24018	(703) 989-3391

MARDEN GRAPHICS	113 W. BEVERLEY STREET	STAUNTON	VA	24401	(540)885-2604
APPLE VALLEY OFFICE PRODUCTS	220 EAST CORK STREET	WINCHESTER	VA	22601	(540)662-2400
WYTHEVILLE OFFICE SUPPLY	146 WEST MAIN STREET	WYTHEVILLE	VA	24382	(276)228-5537
EXECUTIVE OFFICE EQUIPMENT EXTERUS TECHNOLOGY FOR BUSINESS	DELIVER IT WAREHOUSE, 129-131 SUB BASE	ST. THOMAS	VI	802	(340)776-7399
KITSAP XEROGRAPHIC	6148 EAGLE HARBOR DR. NE	BAINBRIDGE IS	WA	98110	(206)842-4558
EVERIST OFFICE TECHNOLOGY INC.	13620 NE 20TH STREET #Q	BELLEVUE	WA	98005	(425)643-0671
BENCHMARK DOCUMENT SOLUTIONS, INC.	201 E. CHESTNUT STREET	BELLINGHAM	WA	98225	(360)676-8406
OFFICE TECH WENATCHEE	100 NE 11th St., Ste. A	EAST WENATCHEE	WA	98802	(509)888-2087
BENCHMARK DOCUMENT SOLUTIONS, SOUTH	12310 HIGHWAY 99, STE 129	EVERETT	WA	98204	(425)353-6763
AMERICAN XEROGRAPHICS	7519 W. KENNEWICK AVENUE, SUITE B	KENNEWICK	WA	99336	(509)736-0844
XEROX CORPORATION	711 S. CAPITAL WAY, EVERGREEN PLAZA BLDG., SUITE 708	OLYMPIA	WA	98501	(206) 241-1399
XEROX CORPORATION	1835 TERMINAL DRIVE, SUITE 120	RICHLAND	WA	99352	(509) 946-8765
ADVANCED DOCUMENT SYS., INC.	2201 SIXTH AVENUE, SUITE 101	SEATTLE	WA	98121	(206)632-7007
OFFICE TECH OF WASHINGTON	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212	(509)755-8326
XEROX CORPORATION	717 W. SPRAGUE AVENUE, SUITE 810	SPOKANE	WA	99204	(509) 455-9292
XEROX CORPORATION	6400 SOUTHCENTER BLVD.	TUKWILA	WA	98188	(206) 241-1200
YAKIMA DOCUMENT SOLUTIONS	402 WEST CHESTNUT AVENUE	YAKIMA	WA	98902	(509)453-1212
XEROX CORPORATION	4 SYSTEMS LANE, SUITE A	APPLETON	WI	54914	(414) 738-5299
HSI BUSINESS CENTER, INC.	1901 BEASER AVENUE	ASHLAND	WI	54806	(715)682-8830
XEROX CORPORATION	440 SOUTH EXECUTIVE DRIVE, 2ND FLOOR	BROOKFIELD	WI	53005	(414) 784-8726
DOCUMENT SOLUTIONS, INC.	82 COULEE ROAD	HUDSON	WI	54016	(715)386-0641
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XEROX CORPORATION	2802 COHO STREET	MADISON	WI	55713	(608) 273-6700
MIDWEST BUSINESS SYSTEMS	4319 TWIN VALLEY RD STE #13	MIDDLETON	WI	53562	(608)836-8400
METRO XEROGRAPHIX	405 E. FOREST STREET	OCONOMOWOC	WI	53066	(262)569-7070
SUPERIOR BUSINESS SOLUTIONS, INC.	2216 LAMBORN AVENUE	SUPERIOR	WI	54880	(715)399-3248
DIGITAL OFFICE SOLUTIONS V	2300 N. MAYFAIR ROAD, SUITE 545	WAUWATOSA	WI	53226	(414)778-1039
DIGITAL OFFICE SOLUTIONS	2300 N. MAYFAIR ROAD, SUITE 545	WAUWATOSA	WI	53226	(414)778-1039
DIGITAL OFFICE SOLUTIONS	2300 N. MAYFAIR ROAD 139 E. SECOND ST, STE 1, KAUKAUNA WI 54130	WAUWATOSA	WI	53226	(414)778-1039
DIGITAL OFFICE SOLUTIONS, III	2300 N. MAYFAIR ROAD	WAUWATOSA	WI	53226	(414)778-1039
DIGITAL OFFICE SOLUTIONS IV	2300 N. MAYFAIR ROAD, SUITE 545	WAUWATOSA	WI	53226	(414)778-1039
PROFESSIONAL BUSINESS PRODUCTS	1454 ROBERT C. BYRD DRIVE PO BOX 1154	CRAB ORCHARD	WV	25827	(304)252-5895
DOCUMENT SOLUTIONS I	4 CATALPA STREET 114 WEST WASHINGTON ST, CHARLESTON WV 25302	MORGANTOWN	WV	26505	(304)291-5775
DOCUMENT SOLUTIONS II	4 CATALPA STREET	MORGANTOWN	WV	26505	(304)485-2222
OFFICE SYSTEMS	92 16th STREET	WHEELING	WV	26003	(304)233-9844
ATLAS REPRODUCTION INC.	PO BOX 2901 800 E. "A" STREET	CASPER	WY	82601	(307)237-9523
XEROGRAPHIC EQUIPMENT SYS., INC.	111 WEST 17TH PO BOX 794 ZIP CODE: 82003	CHEYENNE	WY	82001	(307)634-2679
XEROGRAPHIC SOLUTIONS, INC.	25 GLENWOOD ST.	JACKSON	WY	83002	(307)733-7848
WYOMING OFFICE SOLUTIONS	401 FREMONT	LARAMIE	WY	82070	(307)745-8483

ENNS CONSULTING GROUP	1471 DEWAR DR. STE 121	ROCK SPRINGS	WY	82901	(307)460-4553
PERUE PRtg. OFFICE PRODUCTS	PO BOX 885 101 E. MAIN STREET	SARATOGA	WY	82331	(307)326-5037