



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, March 5, 2024, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

February 27, 2024

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Derrick James for a waiver of the Noise Ordinance at Dotch Community Center on June 8, 2024, from 2:00 p.m. - 6:00 p.m. (District 1).

Request of Pastor David Cagle for a waiver of the Noise Ordinance at 15 N. Joachim Street on March 10, 2024, from 10:00 a.m. - 12:30 p.m. (District 2).

Request of the Sickle Cell Disease Association for a waiver of the Noise Ordinance at Lyons Park on May 25, 2024, from 6:00 a.m. - 10:00 a.m. (District 2).

10. **ORDINANCES HELD OVER**

46-059 Ordinance amending Chapter 46, "Police Department and Law Enforcement", of the Mobile City Code (sponsored by Councilmember Penn) (submitted by Michael Linder, Council Attorney).

09-018 Ordinance amending Chapter 15, Article III, Section 15-72 of the Mobile City Code and setting term limits for membership on the Mobile Public

Library Board (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

64-020 Amend the City of Mobile Unified Development Code, Chapter 64, Article 5, Section 5 (sponsored by Councilmember Reynolds) (submitted by Michael Linder, Council Attorney).

11. CONSENT RESOLUTIONS HELD OVER

40-089 Declare the structure at 2108 Costarides Street a public nuisance and order it demolished/secured (sponsored by Councilmember Penn).

40-096 Fix costs for demolition of the structure at 1003-B Houston Street (sponsored by Councilmember Carroll).

40-098 Fix costs for demolition of the structure at 1103 Lyons Street (sponsored by Councilmember Carroll).

40-099 Fix costs for demolition of the structure at 212 Norman Street (sponsored by Councilmember Carroll).

40-100 Fix costs for securing of the structure at 251-B Rylands Street (sponsored by Councilmember Carroll).

12. RESOLUTIONS HELD OVER

01-195 Authorize agreement with RMO Software Agreement with CWS Group, Inc. for software subscription for MPD record management; \$531,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

08-196 Approve purchase order to Kitchen Equipment & Supply Co. for dishware and assorted serving supplies for Convention Center; \$176,134.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-200 Authorize contract with Duplantis Design Group, PC for design services for new community center on Dauphin Island Parkway; \$63,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-201 Authorize change order with Bay Area Contracting, Inc. for City wide facility parking lot resurfacing and spot street repair; \$336,489.50 increase (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

37-202 Consider the application of Top Cat Limousine, LLC to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

13. ORDINANCES BEING INTRODUCED

83-021 Annex certain property into the corporate limits of the City of Mobile; 3865 Remington Court (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. CONSENT RESOLUTIONS BEING INTRODUCED

09-204 Transfer funds from District 4 and 6 Discretionary Accounts to Mobile Fire Rescue Department to assist with Smoke Alarm Blitz (sponsored by Councilmembers Reynolds and Woods) (submitted by Donna Bryars, Accounting Dept.).

37-205 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to The Sticky Rooster; 5335 Hwy. 90 (sponsored by Councilmember Reynolds).

60-215 Transfer funds from District 1 and District 2 Discretionary Funds to the Athletics/Aquatics Account for the ARPA State Championship Games (sponsored by Councilmembers Penn and Carroll) (submitted by Donna Bryars, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-206 Approve purchase order to Engineered Cooling Services for replacement cooling compressor at the History Museum; \$22,955.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-207 Approve purchase order to Helena Chemical Company for herbicides for parks maintenance; \$17,430.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-208 Approve purchase order to University of South Alabama for EMT certification class for MFRD; \$83,892.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-209 Authorize contract with Canon Solutions of America for printer rental, supplies, and support services for MPD; \$68,293.53 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

60-210 Authorize Settlement Agreement and Release of Claims; Watts (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-214 Resolution stating changes to Mobile Police Department policy regarding "no-knock warrants" and "pre-dawn raids" shall be disclosed to the City Council (sponsored by Councilmember Penn) (submitted by Michael Linder, Council Attorney).

16. CALL FOR PUBLIC HEARINGS

41-211 Call for public hearing to consider an ordinance to amend Chapter 64,

Article 5, Section 5 of the Unified Development Code (scheduled for April 2, 2024) (sponsored by Councilmember Reynolds).

41-212 Call for public hearing to consider an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code (scheduled April 2, 2024) (sponsored by Councilmembers Daves and Gregory).

41-213 Call for public hearing to consider the application of Rodney Dozier to operate a shuttle service (scheduled for March 19, 2024) (submitted by Lisa C. Lambert, City Clerk).

17. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/28/2024 - 3:28 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

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INCREASE

Grant Funds

Matching Funds

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Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

2/29/2024 - 1:33 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

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INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

2/29/2024 - 1:34
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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ATTACHMENTS:

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Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

2/29/2024 - 2:03 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Michael Linder, Council Attorney

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

ordinance

Cover Memo

11/30/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

11/30/2023 -
1:58 PM

**AN ORDINANCE AMENDING CHAPTER 46, “POLICE DEPARTMENT AND
LAW ENFORCEMENT” OF THE MOBILE CITY CODE**

SPONSORED BY: COUNCILMEMBER CORY PENN

WHEREAS “no-knock” and “pre-dawn” raids by law enforcement authorities are increasingly viewed as dangerous and require strict scrutiny; and

WHEREAS it is desirable that law enforcement no-knock raids and raids in pre-dawn hours only be conducted in circumstances warranting such an action for the safety of law enforcement officers and the citizens of Mobile; and

WHEREAS there is a need for the circumstances under which such raids are approved and occur to be clear;

THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

SECTION ONE: Chapter 46 of the Mobile City Code is hereby amended to add Section 46-11 titled “No-Knock Search Warrants and Pre-Dawn Raids” as follows:

(a) Definitions.

- (1) No-Knock Search Warrant: Any search warrant issued by a judge or magistrate and executed upon a premises that does not require those executing the warrant to knock and announce themselves and their purpose at the premises.
- (2) Pre-Dawn Raid: Any pre-planned police action not in response to an emergency call, whether pursuant to a lawfully issued warrant or otherwise, carried out between midnight and dawn.

(b) Use of no-knock warrants banned; exceptions.

- (1) No-Knock Warrants Banned. No law enforcement personnel employed by the City of Mobile shall seek, execute, or participate in the execution of a no-knock warrant at any location within the boundaries of the City of Mobile.
- (2) Exceptions. No-knock warrants may be sought in limited circumstances where the Chief of Police and the Director of Public

Safety approve of same in writing and certify there is probable cause to believe (A) that entry to the premises at issue without a no-knock warrant poses a serious risk of injury to law enforcement personnel or citizens; and (B) there is felony activity going on at the premises.

(c) Pre-dawn raids banned; exceptions.

- (1) Pre-Dawn Raids. No law enforcement personnel employed by the City of Mobile shall authorize or perform a pre-dawn raid as defined in this section.
- (2) Exceptions. A pre-dawn raid may be authorized if the Chief of Police and the Director of Public Safety approve of same in writing and certify there is probable cause to believe (A) that pre-dawn entry to the premises at issue is necessary to prevent a serious risk of injury to law enforcement personnel or citizens; and (B) there is felony activity going on at the premises.

SECTION TWO: Miscellaneous.

- (a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
ordinance

Type
Cover Memo

Upload Date
2/22/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/22/2024 -
12:57 PM

SPONSORED BY: COUNCILMEMBER WILLIAM CARROLL

**AN ORDINANCE AMENDING CHAPTER 15, ARTICLE III, SECTION 15-72 OF
THE MOBILE CITY CODE AND SETTING TERM LIMITATIONS FOR
MEMBERSHIP ON THE MOBILE PUBLIC LIBRARY BOARD**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS
FOLLOWS:**

SECTION ONE: Mobile City Code Section 15-72 is hereby amended and restated in full to read as follows:

All appointments to the library board shall be for a term of four (4) years. Board members are eligible for one (1) reappointment upon the expiration of their first term. In the event a board member is appointed to fill the remainder of an unexpired term, that term shall not count as their first term for purposes of this section.

SECTION TWO: Miscellaneous.

- (a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
ordinance

Type
Cover Memo

Upload Date
2/27/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/27/2024 - 9:47
AM

SPONSORED BY: COUNCILMEMBER BEN REYNOLDS

**AN ORDINANCE TO AMEND THE CITY OF MOBILE UNIFIED
DEVELOPMENT CODE, CHAPTER 64, ARTICLE 5, SECTION 5 TO REMOVE
THE REQUIREMENT THAT THE CITY COUNCIL ACT ON A REZONING
APPLICATION AT THE PUBLIC HEARING ON SAME**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS
FOLLOWS:**

SECTION ONE: Mobile City Code Section 64-5-5(D)(3)(d), which reads in full, “At the conclusion of the hearing, the city council shall approve, approve with conditions or deny the amendment[,]” is hereby **REPEALED**.

SECTION TWO: Miscellaneous

- (a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member: Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/30/2024

Renewal Date of Contract:

1/30/2024

Funding Source

Project # 2108 Costarides Street - ME-077-23

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2108 Costarides Street	Cover Memo	1/24/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	1/25/2024 - 1:59 PM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **2108 Costarides Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2108 Costarides Street** described as:

**LOT 29 MECHEM & BIXLER RESUB BLK 5 JACKSONVILLE DBK 147/86 #SEC
42 T4S R1W #MP 29 07 42 0 00**

Parcel Number: 29 07 42 0 004 146

Last Assessed to: IVONNE ALEJANDRA BAENA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/secured*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
January 20, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 30, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2108 COSTARIDES STREET**, OWNED BY OR MAY HAVE AN INTEREST: **IVONNE ALEJANDRA BAENA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 07 42 0 004 146

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

2108 COSTARIDES ST

Property Details

PARCEL KEYX	00834306	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	63	SCORE DESCRIPTION	Demo
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-2-23

Notes 5 to 0 for Demolition

IC

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 12/04/2023

Property Address: 2108 Costarides Street

District No: 1

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☐ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Ivonne Alejandra Baena
7314 Flodden Field Court C
Charlotte, North Carolina 28217-6423

December 4, 2023

**RE: 2108 Costarides Street
Project Number: ME-027-23**

Dear Ivonne Alejandra Baena:

On November 27, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2108 Costarides Street.

I. **PROPERTY** The legal description of the Property is as follows:

**LOT 29 MECHEM & BIXLER RESUB BLK 5 JACKSONVILLE DBK 147/86 #SEC 42 T4S R1W
#MP29 07 42 0 004**

Parcel Number: 29 07 42 0 004 146

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☐ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **January 18, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 18, 2024**, provide the Code Official with a work plan to accomplish the repairs by **January 18, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **January 18, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **January 30, 2024, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

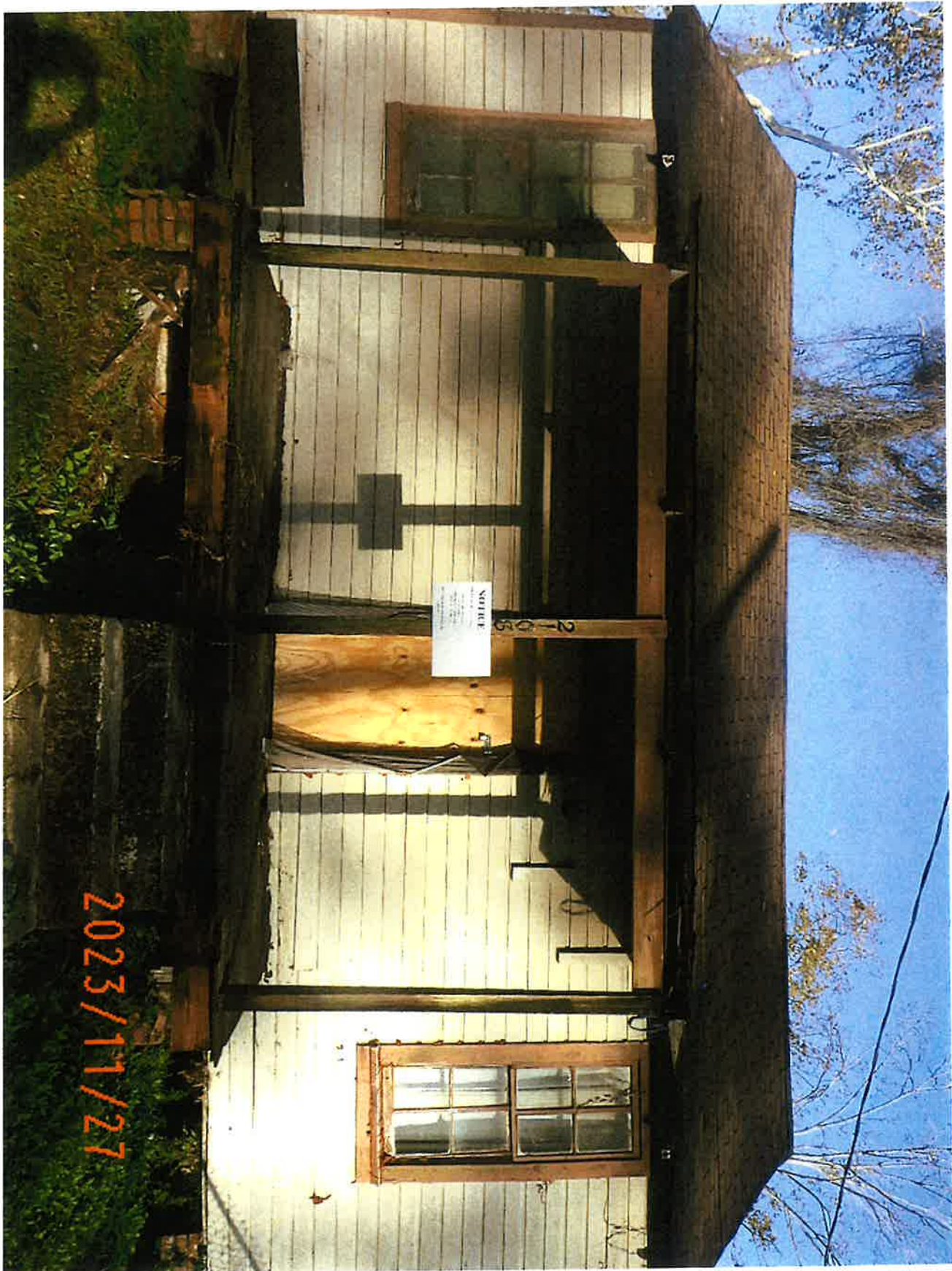
☒ Repaired; or,

☒ Demolished

NUISANCE ABATEMENT

2108 COSTARIDES STREET

POST UNSAFE / DW

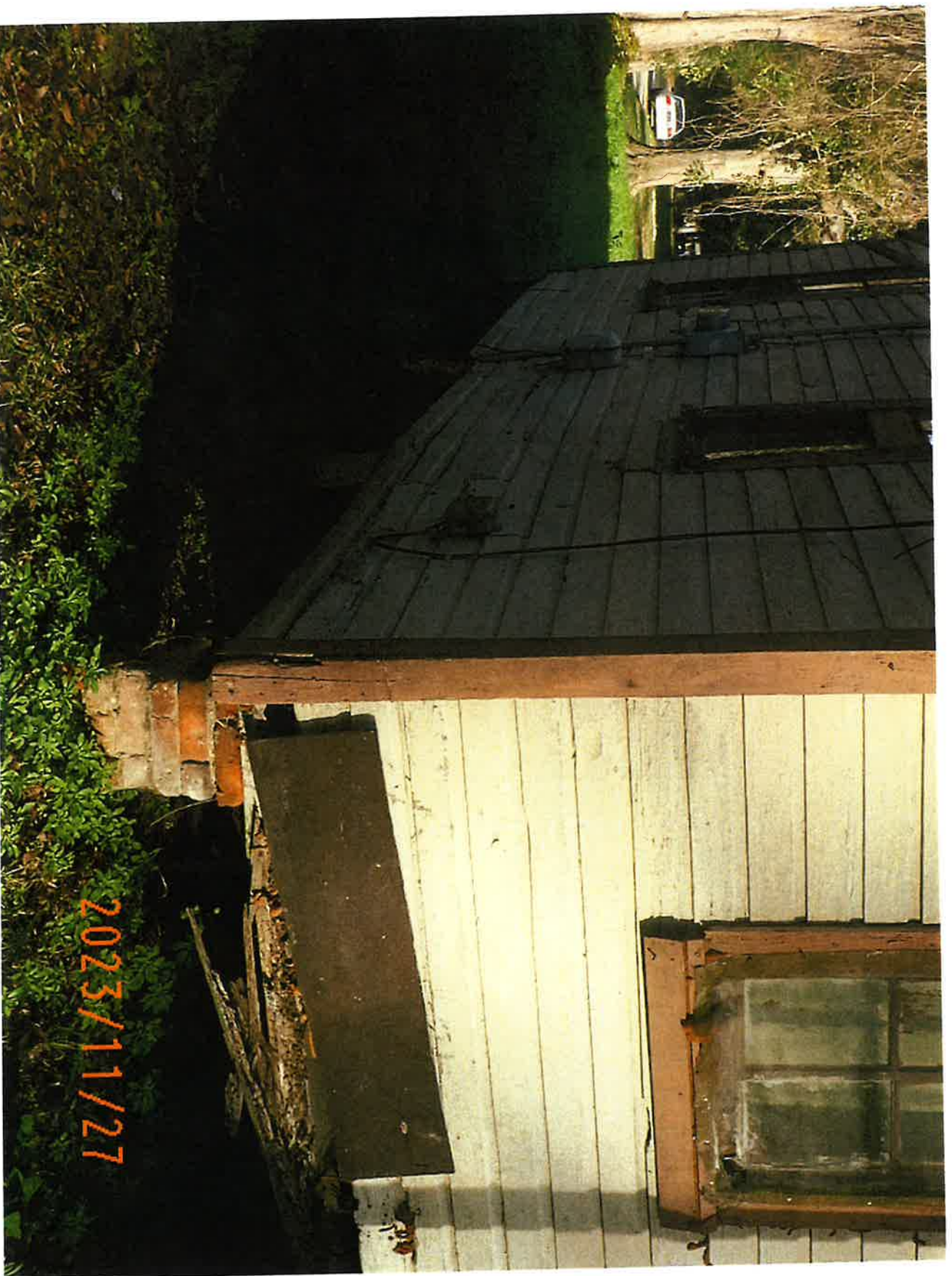




NUISANCE ABATEMENT

2108 COSTARIDES STREET

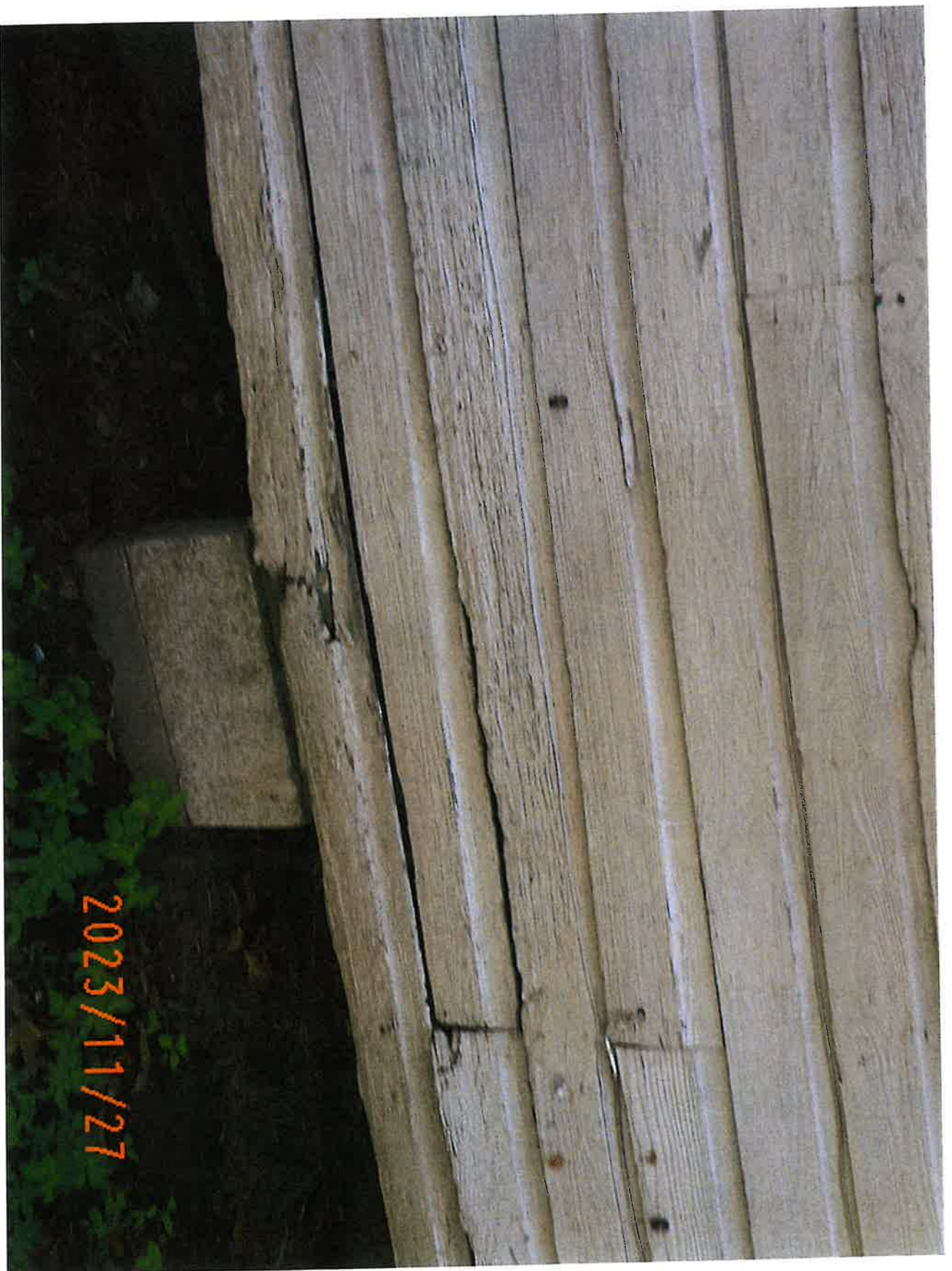
POST UNSAFE / DW



NUISANCE ABATEMENT

2108 COSTARIDES STREET

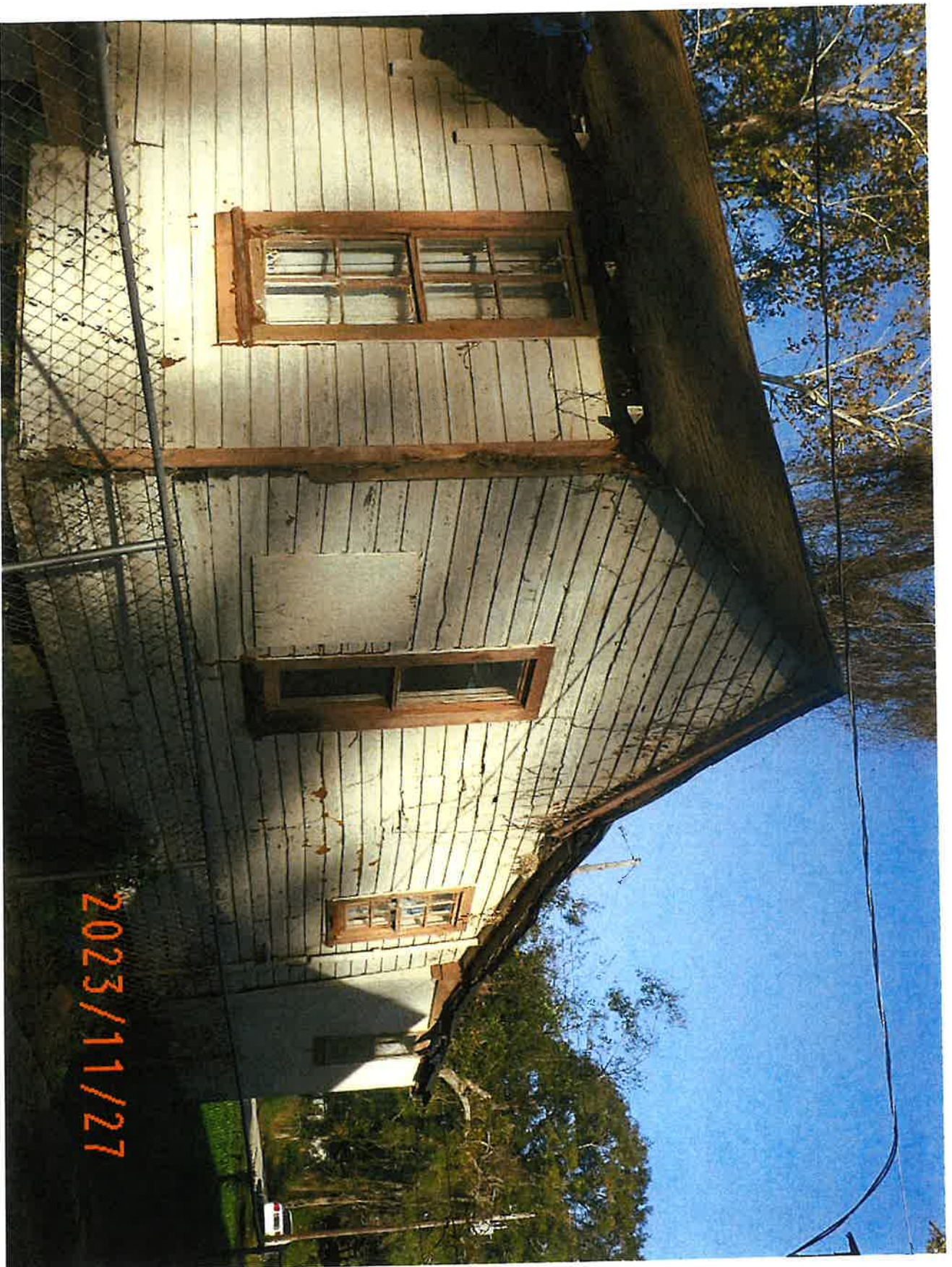
POST UNSAFE / DW



NUISANCE ABATEMENT

2108 COSTARIDES STREET

POST UNSAFE / DW



NUISANCE ABATEMENT

2108 COSTARIDES STREET

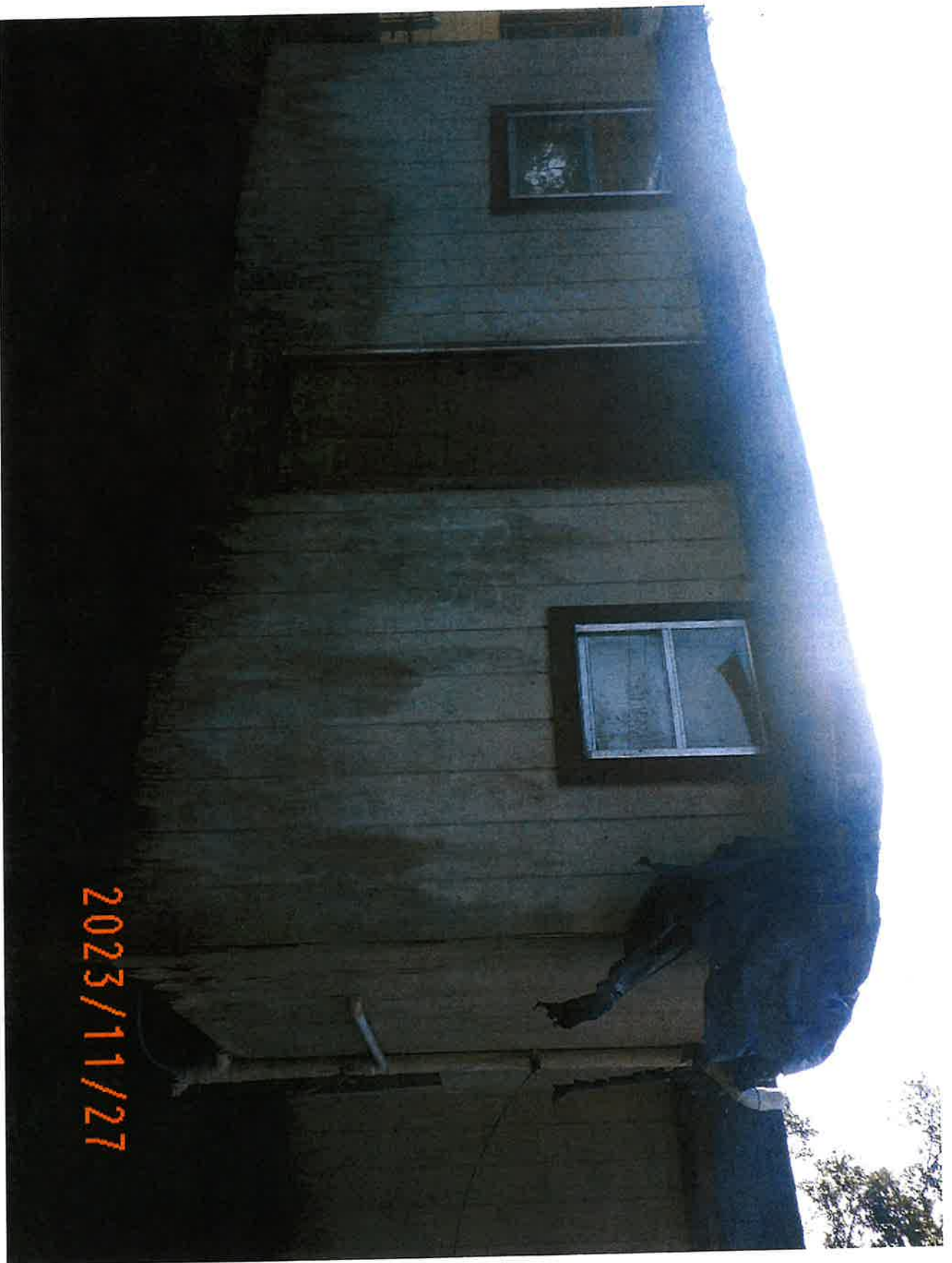
POST UNSAFE / DW



NUISANCE ABATEMENT

2108 COSTARIDES STREET

POST UNSAFE / DW



NUISANCE ABATEMENT

2108 COSTARIDES STREET

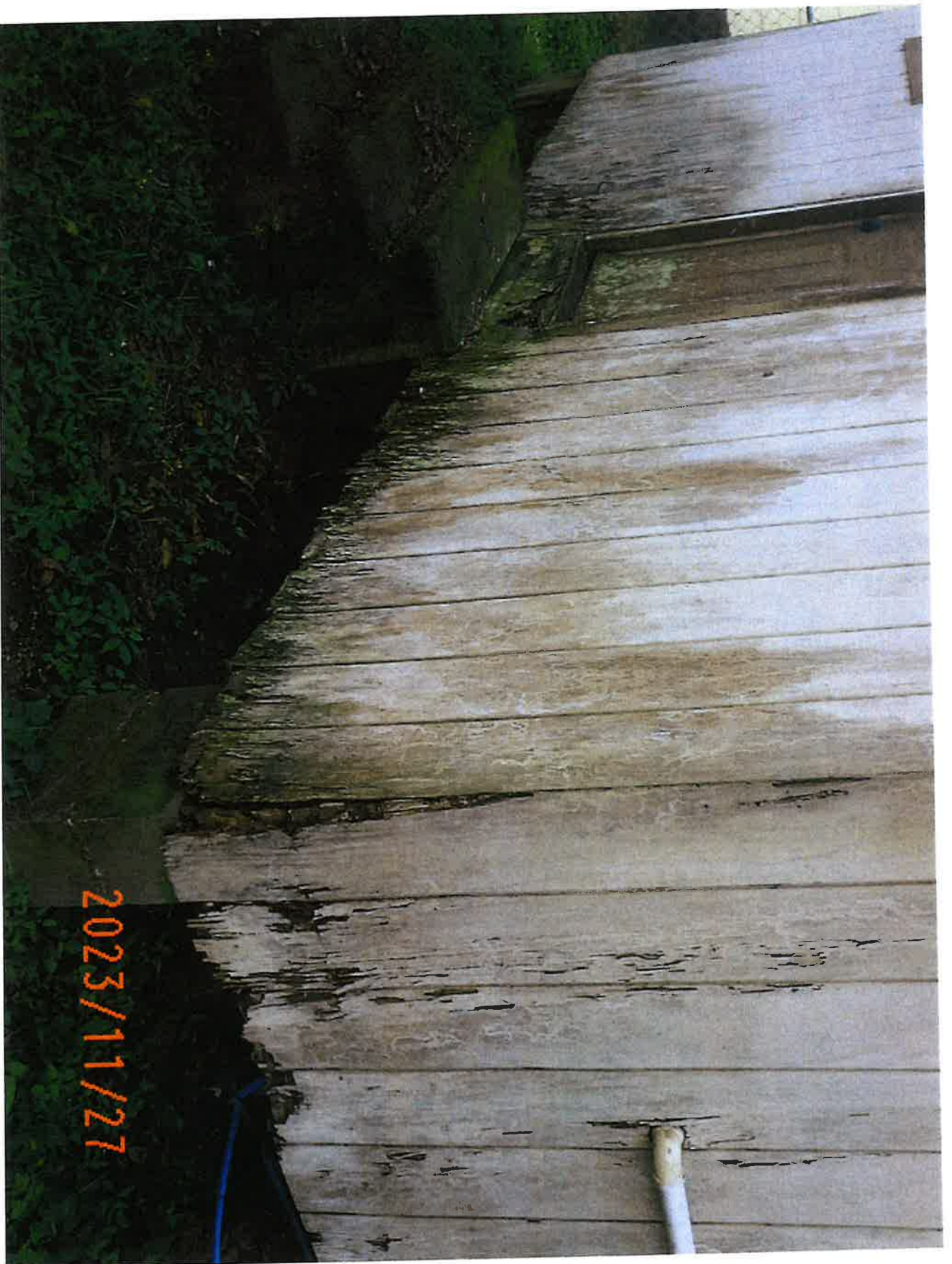
POST UNSAFE / DW



NUISANCE ABATEMENT

2108 COSTARIDES STREET

POST UNSAFE / DW



NUISANCE ABATEMENT

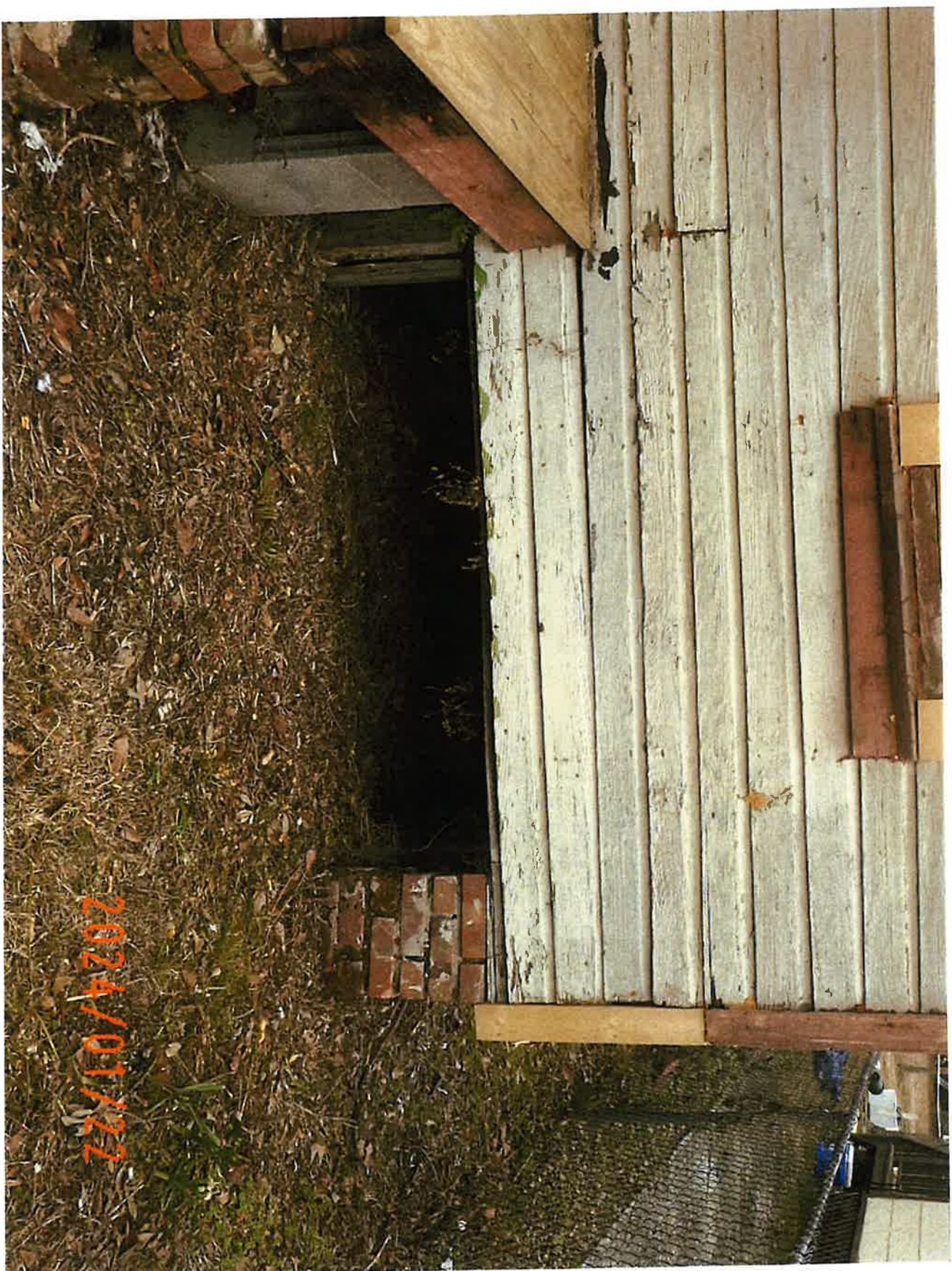
2108 COSTARIDES STREET

AGENDA PHOTOS / DW



2024/01/22





NUISANCE ABATEMENT

2108 COSTARIDES STREET

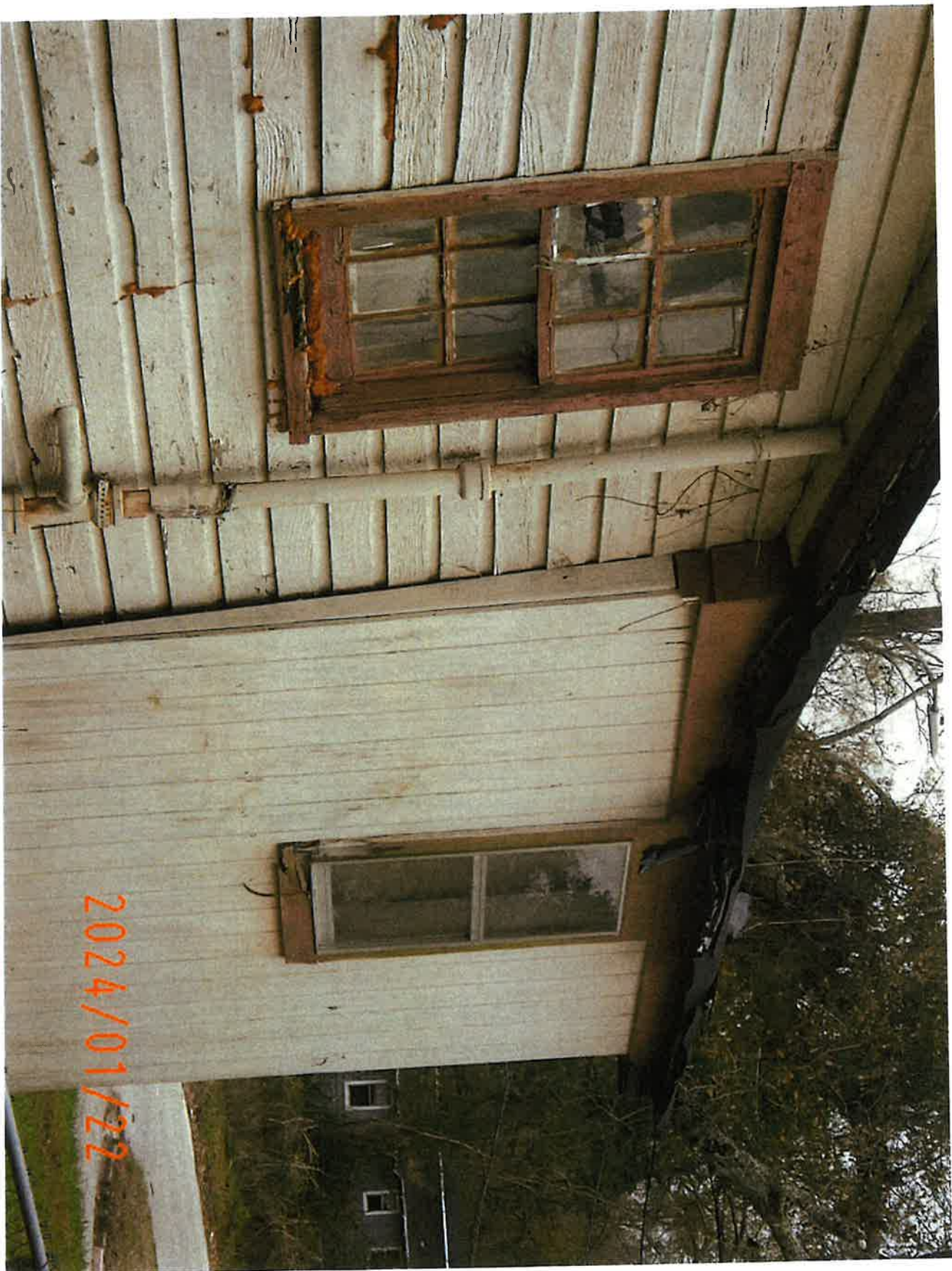
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2108 COSTARIDES STREET

AGENDA PHOTOS / DW









NUISANCE ABATEMENT

2108 COSTARIDES STREET

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

2108 COSTARIDES STREET

AGENDA PHOTOS / DW









NUISANCE ABATEMENT

2108 COSTARIDES STREET

AGENDA PHOTOS / DW

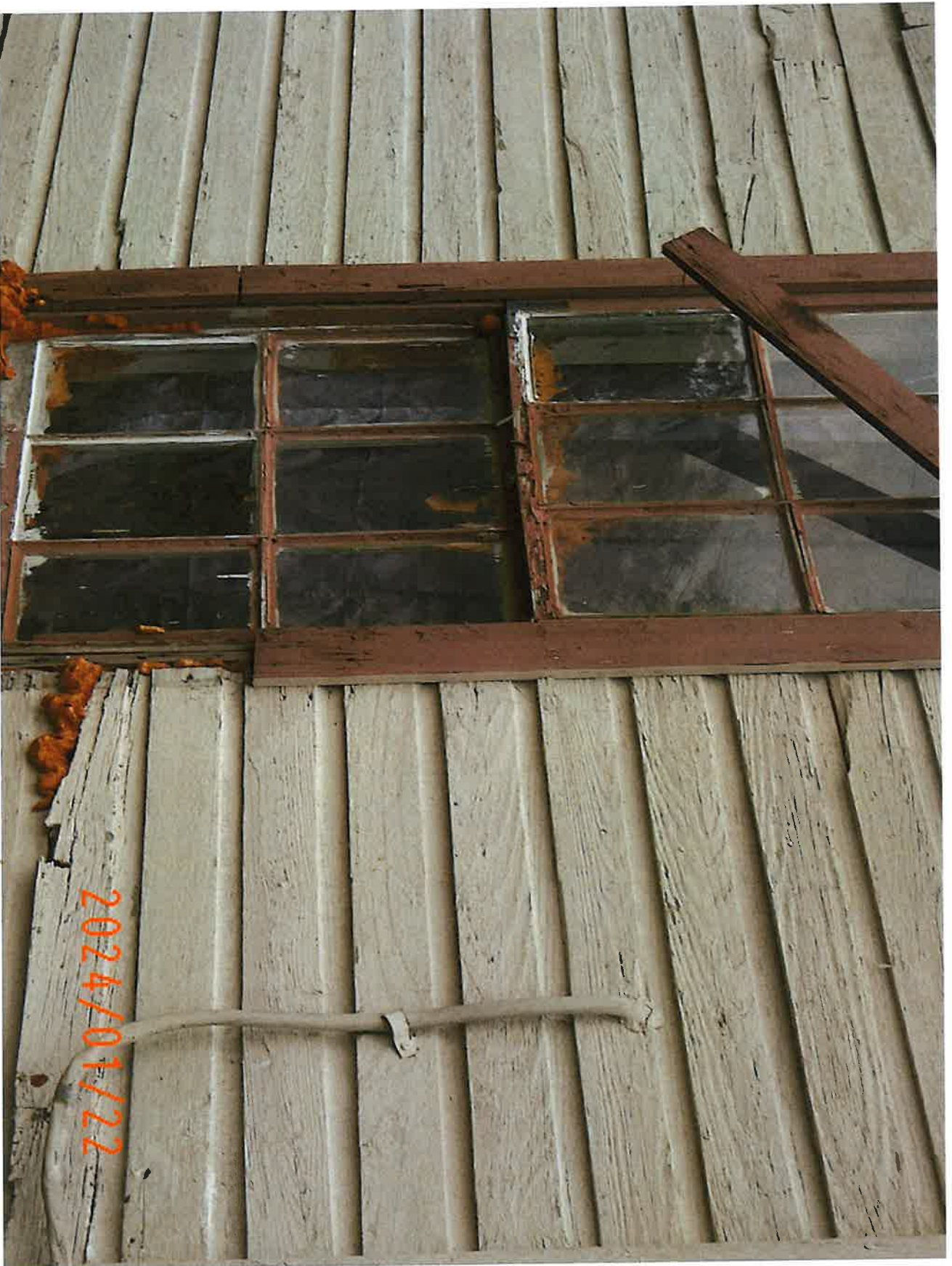




NUISANCE ABATEMENT

2108 COSTARIDES STREET

AGENDA PHOTOS / DW





NUISANCE ABATEMENT

2108 COSTARIDES STREET

AGENDA PHOTOS / DW





NUISANCE ABATEMENT

2108 COSTARIDES STREET

AGENDA PHOTOS / DW





Affidavit of Mailed Notice



Date: January 30, 2024

State of Alabama
County of Mobile

Subject Property – 2108 Costarides Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 7 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

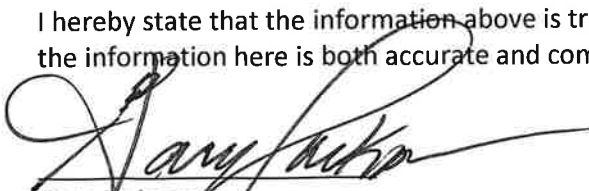
b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 2108 Costarides Street

Date: November 7, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 4, 2023

Per the Title Report, the owner is: Ivonne Alejandra Baena

Notes: The Lis pendens effective date September 28, 2023, was filed on October 18, 2023, in the previous owner's name. The sale to Ivonne Alejandro Baena was on October 6, 2023, therefore the new owner may not be aware of the lien.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

1 Ivonne Alejandra Baena
10523 Old Carolina Dr
Charlotte NC 28214-1028

New Owner for 2024 per Revenue Commission
website not updated. Lexis address good through
August 2023

Phone number 704-215-9470 - LexisNexis
Phone number 704-271-8179 - LexisNexis
Phone number 980-214-8900 - LexisNexis
Phone number 704-271-8179 - LexisNexis

2 Ivonne Alejandra Baena
7005 Wilkinson Blvd Ste L
Belmont NC 28012-6216

Second address – LexisNexis
Good through October 2020

3 Ivonne Alejandra Baena
410 S Highland St
Gastonia NC 28052-3949

Third address – LexisNexis
Good through November 2020

4 Ivonne Alejandra Baena
10652 Secret Garden Ln
Charlotte NC 28214-1004

Fourth address – LexisNexis
Good through December 2022

5 Ivonne Alejandra Baena
2508 Mason Mill PL
Charlotte NC 28273-3471

Fifth address – LexisNexis
Good through January 2020

6 Ivonne Alejandra Baena
7314 Flodden Field Ct C
Charlotte NC 28217-6423

Sixth address – LexisNexis
Good through October 2022

6 Ivonne Alejandra Baena
2108 Costarides St
Mobile AL 36617-3238

Subject Address

TAX STATUS: 2022 PAID CURRENT 2023 DUE

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens filed against previous owners K-Quad LLC c/o Oceans Property LLC
instrument number 2023061935 recorded 10/18/2023



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
1/25/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/25/2024 - 2:28
PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1003-B HOUSTON STREET

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1003-B Houston Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1003-B Houston Street** to be **\$4,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$4,700.00** shall constitute a special assessment against the property at structure **1003-B Houston Street** and being that property more particularly described as follows:

W 1/2 LOT 2 HOUSTON ST EXT MBK 3 P 351 #SEC 28 T4S R1W #MP29 10 28 3 001

Parcel No.: **29 10 28 3 001 002.01x**

Owner: **WILLIAMS ADELE F/K/A ADELE LOTT
C/O LORRAINE CANADA
19 WHALEY ST
DANBURY CT 06810-5307**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 30, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1003-B Houston Street**, for the proposed amount of **\$4,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

December 18, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-056-22

LOCATION:
1003-B Houston Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been **demolished** and the property owners should be assessed as indicated:

Legal Description: E 1/2 LOT 2 HOUSTON ST EXT MBK 3 P 351 #SEC 28 T4S R1W #MP29 10 28 3 001

Parcel Number: 29 10 28 3 001 002.01X

Amount: ~~\$ 4,500.00~~ *\$4,700.00*

Assessed: WILLIAMS ADELE F/K/A ADELE LOTT
C/O LORRAINE CANADA
19 WHALEY ST
DANBURY CT 06810-5307

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over a faint, larger signature.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
1/25/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/25/2024 - 2:41
PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1103 LYONS STREET

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *secured* of the structure at **1103 Lyons Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *secured* of the structure **1103 Lyons Street** to be **\$7,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$7,700.00** shall constitute a special assessment against the property at structure **1103 Lyons Street** and being that property more particularly described as follows:

BEG AT A PT ON S/S LYONS ST 56 FT WLY FROM SW COR OF LYONS & KENNEDY STS RUN TH SLY & PAR TO W/L KENNEDY ST 110 FT RUN TH WLY PAR WITH LYONS ST 23.5 FT RUN TH NLY UPAR WITH KENNEDY ST 35 FT TH ELY PAR WITH LYONS ST 1.9 FT TH NLY PAR WITH KENNEDY ST 75 FT TO A PT ON S/S LYONS ST TH LYONS ST TH ELY ALG S/L LYONS ST 21.6 FT TO BEG BEING PT OF LOT 12 BLK 62 CAMP GROUND TRT 107/172 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel No.: **29 06 40 0 004 253,xxx**

Owner: **ISLA MAJURES VENTURES, INC
400 S STEELE ST
UNIT 49
DENVER CO 80209-3535**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *secured* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 30, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1103 Lyons Street**, for the proposed amount of **\$7,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538**.

Lisa C. Lambert

City Clerk

December 18, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:
MES-138-20

LOCATION:
1103 Lyons Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been **secured** and the property owners should be assessed as indicated:

Legal Description: BEG AT A PT ON S/S LYONS ST 56 FT WLY FROM SW COR OF LYONS & KENNEDY STS RUN TH SLY & PAR TO W/L KENNEDY ST 110 FT RUN TH WLY PAR WITH LYONS ST 23.5 FT RUN TH NLY UPAR WITH KENNEDY ST 35 FT TH ELY PAR WITH LYONS ST 1.9 FT TH NLY PAR WITH KENNEDY ST 75 FT TO A PT ON S/S LYONS ST TH LYONS ST TH ELY ALG S/L LYONS ST 21.6 FT TO BEG BEING PT OF LOT 12 BLK 62 CAMP GROUND TRT 107/172 #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 06 40 0 004 253.XXX

Amount: ~~\$7,500.00~~ \$7,700.00

Assessed: ISLA MAJURES VENTURES, INC
400 S STEELE ST UNIT 49
DENVER CO 80209

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink that reads 'Gary L. Jackson'.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
1/25/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/25/2024 - 2:47
PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
212 NORMAN STREET

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolished* of the structure at **212 Norman Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolished* of the structure **212 Norman Street** to be **\$2,400.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$2,400.00** shall constitute a special assessment against the property at structure **212 Norman Street** and being that property more particularly described as follows:

**S 1/2 LOT 4 J J MCMAHON ADD DBK 128/7 BEG 135 FT S OF SE INT NORMAN ST &
CAMP ST TH CONT S ALG E R/W NORMAN ST 25 FT E 157.42 FT N 25 FT W 155 FT
TO POB #MP29 06 40 0 007**

Parcel No.: **29 06 40 0 007 219.01x**

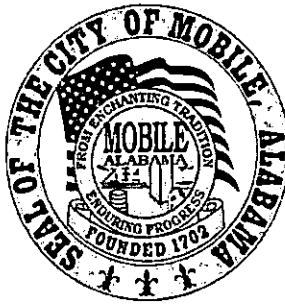
Owner: **JACKSON JOYCE I
1325 CONGRESS T
MOBILE AL 36603**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolished* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 30, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **212 Norman Street**, for the proposed amount of **\$2,400.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert

City Clerk

December 18, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: **NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE**

PROJECT NUMBER:
ME-009-18

LOCATION:
212 Norman Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been **demolished** and the property owners should be assessed as indicated:

Legal Description: S 1/2 LOT 4 J J MCMAHON ADD DBK 128/7 BEG 135 FT S OF SE INT NORMAN ST & CAMP ST TH CONT S ALG E R/W NORMAN ST 25 FT E 157.42 FT N 25 FT W 155 FT TO POB #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 219.01X
Amount: ~~\$2,200.00~~ *\$2,400.00*
Assessed: JACKSON JOYCE I
1325 CONGRESS ST
MOBILE AL 36603

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the typed name.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
1/25/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/25/2024 - 2:50
PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
251-B RYLANDS STREET

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *secured* of the structure at **251-B Rylands Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *secured* of the structure **251-B Rylands Street** to be **\$4,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$4,700.00** shall constitute a special assessment against the property at structure **251-B Rylands Street** and being that property more particularly described as follows:

BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT (D) 191 FT (S) TO PT THEN WLY AT RT ANG WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel No.: **29 07 25 0 005 015.XXX**

Owner: **COAXUM JARRID
20 PALMETTO ST
MOBILE AL 36603**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *secured* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **January 30, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **251-B Rylands Street**, for the proposed amount of **\$4,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

December 18, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – SECURING OF STRUCTURE

PROJECT NUMBER:
MES-084-21

LOCATION:
251-B Rylands Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been **secured** and the property owners should be assessed as indicated:

Legal Description: BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANGLES WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005

Parcel Number: 29 07 25 0 005 015.XXX

Amount: ~~\$4,500.00~~ \$4,700.00

Assessed: COAXUM JARRID
20 PALMETTO ST
MOBILE AL 36603

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the typed name and title.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Council Member William Carroll, file copy



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Scott Kearney, IT

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Purchase software to replace current criminal records management system that does not meet the needs of the Police Department.

Amount of Contract:

\$600,000.00

Funding Source

Project # C0942

Discretionary Funds

Project String

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	2/22/2024
CWS Statement of Work	Backup Material	2/22/2024
agreement	Cover Memo	2/22/2024
email	Cover Memo	2/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	2/22/2024 - 3:01 PM
Legal	Kern, Chris	Approved	2/22/2024 - 3:02 PM
Capital	Rhodes, Brenda	Approved	2/22/2024 - 4:34 PM

Mayors
Office

Barber, James

Approved

2/22/2024 - 4:47
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Master Services Agreement between the City of Mobile and CWS Group, Inc. and the Statement of Work for the Mobile Police Department RMS Core, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk

CWS Group, Inc.

STATEMENT OF WORK

FOR

**PROJECT: City of Mobile – Mobile Police
Department RMS Core**

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General Information

This Statement of Work (“SOW”) is entered into and agreed upon effective as of November 13, 2023 (the “Commencement Date”) by and between CWS Group, Inc. (“CWS”) and the customer identified below (“Customer”). This SOW is supplemental to, will be governed by, and expressly incorporates by reference the entirety of that certain Master Services Agreement between CWS and Mobile Police Department dated November 13, 2023 (the “Agreement”). If the Customer identified below is not a party to the Agreement identified above, then the Customer identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the “Customer” in the Agreement shall be applicable to the Customer identified below. Upon execution by CWS and Customer, this SOW shall constitute a binding agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Commencement Date:	October 31, 2023
Customer Name:	City of Mobile – Mobile Police Department
Designated Location:	
Customer Contact:	Major William Reed
Customer Phone:	Customer Email:

Statement of Work Approval (Customer)

Print name of authorizing person:			
Print title of authorizing person:			
Signature of authorizing person:		Date:	

Statement of Work Approval (CWS)

Print name of authorizing person:	
Print title of authorizing person:	

© CWS Group, Inc.
PO Box 1728 Slidell, LA 70459

Signature of authorizing person:		Date:	
----------------------------------	--	-------	--

Statement of Work Approval (Other Stakeholders)			
Print name of authorizing person:			
Print title of authorizing person:			
Signature of authorizing person:		Date:	

Statement of Work Amendment History			
Version	Date	By	Approval Signature
			Customer:
			CWS:
			Customer:
			CWS:
			Customer:
			CWS:
			Customer:
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			Customer:
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1. Introduction

This Statement of Work (“SOW”) defines scope, project services, deliverables, dependencies, assumptions, and responsibilities of the Customer and CWS for the implementation of the Scope of Work (the “Project”) defined below.

All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of the Customer. CWS shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Customer’s environment and personnel with such assumptions and prerequisites. Where CWS personnel are requested to rectify non-conformance with such assumptions and prerequisites, the Customer will be charged for such services at time and materials rates separate from and in addition to the price quoted for the applicable services in the Pricing Details section herein. The term of the Project shall start at the Commencement Date and continue unless terminated pursuant to Section 13 of the Agreement.

2. Scope of Work

The scope defines the boundaries of the project, outlining what is included in the project based on the products and services purchased by the Customer. Anything not outlined below is outside the scope of this project.

The Customer has procured the following products, ancillaries, and interfaces to be delivered under this SOW.

A. RMS Core

- a. Applications. Included in RMS Core are the following modules:
 - i. Records Management System
 - ii. Personnel/User Management¹
 - iii. Property/Evidence²
 - iv. Incident Reporting
 - v. Reporting
 - 1. CID Unit Summary
 - 2. DV Summary
 - 3. ICE Status/Summary
 - 4. Narcotics Activity
 - 5. Patrol Monthly/Summary
 - 6. Intelligence
 - 7. Special Ops Monthly/Summary
 - vi. Citation and Crash Search
 - vii. Incident Search
 - viii. Case Review
 - ix. Crime Mapping (by Crime type)
 - x. Security (Management of Users and Roles)
- b. Interfaces. Interfaces available based on procurement are as follows:
 - i. Online RMS Core user interfaces
 - ii. Incident Interface display based on 911 data received
 - iii. Records Administration Maintenance Interfaces
- c. Custom Functionality, Ancillaries, and/or Interfaces. Included in RMS Core are the following ancillaries based on Customer's purchase:
 - i. Integration with LexisNexis Citizen Online Reporting
 - ii. eCrash
 - iii. eCitation
 - iv. Warrants (when feature becomes available)
 - v. JMS/Mugshots

¹ The Personnel/User Management module shall include only the following basic functionalities: Department Entry; Add/Edit employees/users; Case routing by Supervisors (new and previously assigned); Employee assignment to department; and Supervisor assignment to department.

² The Evidence/Property module shall include only the following basic functionalities: Ability to search and manage incident property/evidence; track receipt of property/evidence items from officers, assign items to location, document chain of custody, and return to owner/ turn-in; and the ability to manage agency property items and assign or unassign those items to agency personnel.

- B. Data Conversion Services**
- C. Training (40 hours)**
- D. Hosting (on Microsoft Azure platform)**
- E. Maintenance and Support**

Purchased Services:

1. Configuration and Delivery of RMS Core Software (the “Licensed Program”).
2. Data Conversion Services (Tyler Database) – Conversion of all Customer Data from Tyler database from 2016 to Present including new, supplemental and updated records. (the “Specified Legacy Application Data”).
3. Training. 40 hours of onsite services (additional days can be purchased at \$1000/per day). A “day” is defined as one person for 8 hours per day.
4. Cloud-based Hosting on Microsoft Azure platform.
5. Maintenance and Support for the Licensed Program after Cutover is included. All other maintenance and support billed separately as described herein.

The Customer understands and acknowledges that this project will deliver a set of products as outlined in the table above with functionality, features, integration and workflows which are designed to operate as delivered to the Customer and will not be customized, modified, altered, added or changed by CWS at the Customer’s request other than as specifically identified and priced in this SOW or a subsequently issued Change Order. Additional features and enhancements to RMS Core modules may be ordered by Customer and delivered by CWS pursuant to a subsequently issued Change Order. Accordingly, the Customer accepts the CWS product(s) as-is and will not require functionality or feature gaps based on comparison to Customer’s existing installed applications or CWS’s other product lines; Customer’s internal workflows are subject to change to adapt to the CWS Products.

A product functional specification is listed in **Attachment A: RMS Functional Specifications**. It will be used in the Quality Control report and User Acceptance Testing described in Section 3.3.1.

A detailed project schedule is listed in **Attachment B: Project Schedule**.

A list of all standard reports is listed and described in **Attachment C: Standard Reports**.

The following features and/or functionality are excluded from the scope of the project, including but not limited to:

- CWS maintenance and support obligations do not extend to resolution of errors resulting from (a) use of the Licensed Programs with third party software or equipment which has not been previously approved by Licensor, (b) any non-Licensor modification to the Licensed Program, or (c) other technical issues not caused by Defects of the Licensed Programs.
- RMS Core modules not described herein.

CWS reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development and listed in the table above under the column named: “Custom Functionality, Ancillaries and/or interfaces”.
- Delays or unavailability of external systems and/or interfaces not made available by the Customer or third-party agencies to CWS.

3. Scope of Services & Responsibilities

This section defines the principal services and responsibilities of the Customer and CWS for the implementation of the Scope of Work as set forth above. Scope of services in this SOW may be completed concurrently, sequentially, or non-sequentially as determined best by CWS. Many project tasks are assigned to or dependent on Customer resources.

3.1 PROJECT MANAGEMENT SERVICES

A project manager from CWS will be assigned to the Customer to work with the Customer's designated Project Manager each of whom shall be responsible for the items outlined below.

- CWS's project manager shall provide oversight, definition, tracking, and guidance of the Project to optimize successful delivery of the Customer's Project in accordance with this SOW, Customer's Project Manager's inputs consistent therewith, and following project management best industry standards.
- CWS's project manager will enforce and administer the Agreement and SOW inclusive of any project Change Orders and invoices. The Customer's Project Manager is to comply with the Agreement, SOW, project Change Orders, and invoices.
- CWS's project manager will provide management for major activities as described herein. The Customer's Project Manager is to manage the expectations of the Stakeholder Management Team, (herein defined as key Customer representatives, sponsors, stewards, third parties, and others), project team, end users, and general public regarding the tasks to be completed on the project.
- CWS's project manager shall schedule all CWS staff and subcontractor support to ensure project progress and completion in accordance with the project schedule. The Customer's Project Manager is expected to coordinate and facilitate all Customer staff and third-party (vendors and/or agencies) training and support to ensure project progress and completion in accordance with the SOW and project schedule.
- Jointly with the Customer develop the following plans and teams:
 - Project Schedule Plan. This plan will be developed to ensure schedules, and resource contracts for all the activity that must occur during the implementation for CWS and Customer personnel.

Deliverables:

- Project Schedule Plan

3.2 PROJECT PLANNING

Within seven (7) days of the Commencement Date, CWS will start the project definition and planning phase.

3.2.1 Project Initiation/Kickoff Meeting

The objective of this meeting includes:

- a. Conduct formal review of project scope and services defined in this SOW.
- b. Establish a clear chain of communication and authority.
 - System Configuration Review
 - Data Conversion Review

CWS Responsibilities include:

- At CWS's discretion, schedule a kickoff meeting remotely at a mutually agreed time with the Customer but not to exceed fifteen (15) days from the Commencement Date, and provide agenda five (5) business days prior to the scheduled meeting.
- Conduct the kickoff meeting and provide the appropriate resources to comply with the objective stated above.
- Jointly with the Customer review and agree with the project scope and services by completing a

final scope statement. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all of the review sessions.

Customer Responsibilities include:

- Provide adequate participation from stakeholders, decision makers, and department users during the kickoff meeting.
- Work with CWS on the final definition of scope delivery in accordance with the Agreement, SOW, and any applicable Change Order. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all of the review sessions.

Deliverables:

- Kickoff agenda and meeting

3.2.2 RMS Data Conversion Review (if necessary)

The objective of this meeting is to evaluate the Customer's existing data to be converted for implementation and use in the Licensed Program and create a Data Conversion Scope Document.

CWS Responsibilities include:

- Remotely, schedule the data conversion review meeting at a mutually agreeable time with the Customer.
- Conduct the data conversion review meeting and provide the appropriate resources to comply with the objective stated above.

Customer Responsibilities include:

- Participate in the data conversion review and provide adequate personnel participation. Participation needs to include personnel with an understanding of Customer's existing product and who are capable of making decisions for the Customer and/or provide information about current business processes and requirements.
- Provide data that is to be converted in a usable format. As the owner of such data, it is the Customer's responsibility to extract the data from the existing system or provide the data files to CWS.
- All data shall be owned by the Customer. As owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy and completeness of such data. CWS shall have no liability of any kind related to any pre-existing error, loss of, issue, defect, or cause of action arising out of or related to such data.

3.3 PROJECT EXECUTION

CWS will start the rollout of the project in conformance with the agreed upon project schedule. The high-level activities are included below.

3.3.1 Licensed Program Configuration and/or Customizations (if applicable)

The Licensed Program shall be configured by CWS with appropriate inputs, enhancements, and customizations as may be provided or requested by Customer. Except as provided herein, the Custom Functionality, Ancillaries, and/or Interfaces identified in Section 2.A.c. shall be available at Cutover. CWS reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for Cutover of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development.
- Enhancements and additional functionality to the Warrants, Personnel/User Management

- and Evidence/Property modules as requested by Customer.
- Delays or unavailability of external systems and/or interfaces not made available by the Customer or third-party agencies to CWS.

CWS Responsibilities include:

- Configure and install the Licensed Program in accordance with Section 2.
- Perform Quality Control (QC) testing of completed systems.
- Deliver QC report listing all functionality in Attachment A tested and approved.

Customer Responsibilities include:

- Conformance and on-time delivery of all activities as set forth and agreed upon in the project schedule.
- Satisfaction and availability of the Infrastructure Requirements described in Section 5 herein.
- User Acceptance Testing (UAT) of all functionality listed in Attachment A.

Deliverables:

- Licensed Program configuration and testing.

3.3.2 License of Licensed Program

Beginning on the date of Cutover (as defined herein), the Licensed Program shall be licensed to Customer for a term of four years (the “Initial Subscription Term”) for the Annual License Cost set forth in the Pricing Details herein. Unless otherwise terminated pursuant to the Agreement, the Subscription Term shall automatically renew for successive one-year Subscription Terms (each a “Renewal Subscription Term”) subject to CWS’s adjustment of the Annual License Cost as described in Section 3.6 of the Agreement.

3.3.3 RMS Data Conversion(s) Execution

This task includes two (2) major activities, stated below, that will be performed independently of each other based on the agreed upon schedule. Final Data Conversion might be executed prior or post Cutover as agreed upon by both parties.

- Initial extraction, conversion, loading, and testing of the Specified Legacy Application Data into the new application database(s), based upon the approved data conversion plan created during the planning phase; and
- Final data conversion.

CWS Responsibilities include:

Initial Data Conversion:

- Following receipt of all necessary items from the Customer, perform an initial process to convert a portion of the Specified Legacy Application Data for testing and review.
- Review resulting test files with the Customer, document any problems, and collaborate with the Customer on a plan for corrective action.

Final Data Conversion:

- Notify the Customer in writing, immediately following the conversion of the Specified Legacy Application Data to RMS Core, that the product(s), ancillary(ies) and interface(s) are complete.

Customer Responsibilities include:

- Customer must be able to provide the appropriate Specified Legacy Application Data, including file layouts and specifications, data dictionaries, reports, etc. in a format specified as follows:

- Provide Specified Legacy Application Data in a timely fashion. Failure to submit functional data within the timeline specified will result in project timelines being rescheduled to a later date.
- Provide virus-free data to be converted in an acceptable format, which includes delimited or fixed column ASCII text, MS Access, MSSQL 6.5 and later, ODBC Compliant data base with drivers and .XLS spreadsheet, via acceptable media which includes CD ROM, DVD or CWS provided ftp site. Assist CWS in mapping the existing values to those required for the new CWS databases.
- Review converted Specified Legacy Application Data in a timely manner.
- Review resulting test files with CWS, document any problems, and collaborate with CWS on a plan for corrective action within three (3) business days of receiving the results.
- Correct any problems identified during the initial data conversion task in accordance with the agreed upon schedule.
- Provide CWS with the complete set of final Specified Legacy Application Data files to be converted in accordance with the data conversion plan.
- The Customer has ten (10) business days to review the data conversion and note any discrepancies and/or changes, if no discrepancies and/or changes are identified during this time period, the data conversion is deemed accepted. In the event CWS identifies missing data items that are required by the State or Federal Crime Reporting Agency, Customer shall correct or supplement the missing data.

Deliverables:

- RMS Records Initial Conversion
- RMS Records Final Data Conversion

3.3.4 Training

Provide the number of hours of Train-the-Trainers user training for the Licensed Program described in the table of Purchased Services in Section 2; Training will be conducted at the Customer's location, unless otherwise noted below, on the dates and times mutually agreed upon by Customer and CWS. Customer's users who do not attend some or all of the scheduled training sessions may attend make-up training upon Customer's purchase of additional training days.

CWS Responsibilities include:

- If applicable, Provide training materials prior to the training sessions.
- Provide onsite training in accordance with the terms set forth in Section 2.

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Customer's Responsibilities include:

- Participate in the training sessions by providing adequate personnel participation.
- Provide the appropriate training area and workstations for the CWS trainers, including internet access, server and workstation access, teacher's workstations, overhead projector, whiteboard, and markers.
- For training the trainer classes ensure that all staff personnel are trained prior to cutover operations.

Deliverables:

- Training Sessions

3.3.5 Cutover

Cutover means the implementation and "go-live" of the Licensed Program at the Customer's premises so that the Licensed Program, made available as a hosted service, is available to Customer's personnel in accordance with CWS specifications in all material respects. Once all other phases and tasks are completed, CWS will develop a Cutover Readiness Plan with the Customer that will illustrate the requirements, and activities required to bring into production use the Scope of Work defined in Section 2. The execution of Cutover will be at the mutually agreed date with the Customer.

The Customer may elect not to Cutover any single application, ancillary module or major feature; however, this shall not prevent CWS from proceeding with Cutover or any subsequent task. CWS will support the Cutover of any pending application, ancillary module or major feature at the time the Customer is ready via remote access. Remote access is limited to one (1) day per application, ancillary module and/or major feature.

CWS Responsibilities include:

- Execute a go/no-go meeting with the Customer in conformance with the project schedule against the Cutover Readiness Plan.
- Bring products to operational use and monitor the products, ancillaries, and interfaces for up to seven (7) days. Any Cutover delays resulting from or related to Customer cause shall be supported via remote access or onsite as deemed necessary.

Customer's Responsibilities include:

- Execute a go/no-go meeting with CWS against the Cutover Readiness Plan in preparation of Cutover.
- At Cutover, begin using the products and notify CWS of any issues in accordance with the Cutover Readiness Plan.

Deliverables:

- Cutover Readiness Plan

3.3.6 Maintenance and Support

Following Cutover, maintenance of the Licensed Program and Custom Functionalities described in this SOW shall be provided by CWS on an annual basis and the costs of such maintenance are included in the Annual License Cost. Maintenance fees for any additional software or third-party software licensed by Customer in the future from CWS, or for a new release of the Licensed Program for which an additional license fee is

charged may be added to and will result in additional maintenance fees at rates to be agreed upon by the parties. CWS's obligation to provide maintenance of the Licensed Program extends only to (i) the Licensed Program(s) and Custom Functionality(ies) described in this SOW free of additions or changes that have not been made or approved by CWS, and (ii) platforms and operating environments approved by CWS for use with the Licensed Program(s) and Custom Functionality(ies) described in this SOW. All other Maintenance and Support time and expenses shall be billed at CWS hourly rates as set forth in the Pricing Details herein.

Provided Customer is current in payments required under the applicable agreements, CWS will correct or repair any failure of the Licensed Program to operate in accordance with the Documentation (a "Defect") based on the following maintenance priorities and associated response time:

Priority Level	Response Time
Minor Defect (any Defect that is cosmetic, de minimis, does not affect the functionality of the Licensed Program, or is not a Critical Defect)	Three (3) business days, with remedial maintenance to occur within thirty (30) days.
Critical Defect (any Defect that materially affects Customer's ability to use the Licensed Program)	One (1) business day, with remedial maintenance to occur within two (2) business days.

CWS Responsibilities Include:

- CWS shall designate a phone number and an email address to receive notifications from Customer of Defects. Though available to receive notifications at all times, CWS's acknowledgement of receipt of notifications made outside of regular business hours shall be made within eight (8) hours of Customer's notification of the Defect.
- Respond by email to the Customer providing notice of the Defect and the Customer's designated representative describing the Defect, CWS's identification of the Defect, the proposed solution to correct the Defect (including any temporary solution or workaround), the timeline for remedial maintenance to correct the Defect, and as applicable, periodic status updates concerning the progress of the remedial maintenance.

Customer's Responsibilities Include:

- Customer shall designate an individual representative and associated email address for maintenance communications to and from CWS.
- Customer shall report any Defect to CWS as soon as practicable after the discovery of a Defect by email with a description of the Defect.
-

4. Dependencies & Conditions

4.1 Software Customization and Enhancements

No software customizations or modifications are included in the scope of services to be delivered, except those that are specifically outlined in the SOW and/or Software Requirements Definition (SRD). Any further customization or modifications which are requested by the Customer shall require a Change Order and/or

new SOW/SRD specifying the project specifications, schedule, and associated price which is signed by both parties.

4.2 Software Requirements Definition (SRD)

A Software Requirements Definition (SRD) signed by authorized representatives of both parties will be required for any modification of the functionality of CWS software or any other Customer software development by CWS. The SRD typically includes: background information, software modification description, technical specifications, notes and assumptions, Customer and CWS resources needed, Customer and CWS responsibilities, estimated timeframe, and cost. Note that some SRDs are complex and time consuming, and that CWS reserves the right to provide a quote for the creation of the SRD itself.

4.3 Custom Requirements

All custom requirements will be expressly contained in this SOW or a subsequently agreed Change Order. Custom deliverables that result in the need for professional services not described in the Pricing Details will be charged at CWS's standard time and material rates.

4.4 Software Interfaces

Required software interfaces specified in this SOW will be reviewed and documented during the early stage of the project. CWS Software Engineering will develop the interfaces and deliver in preparation for testing in accordance with the mutually agreed upon project schedule.

4.5 Data Ownership

All data, including but not limited to geo-data, shall be owned by the Customer. As owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data.

4.6 Scope Change and Change Orders

Changes to the scope of the project can be initiated only by a written Change Order signed by both parties and may impact the project cost, schedule, and/or timing of deliverables. All alterations to an executed Statement of Work or Software Requirements Definition (SRD) require a written Change Order signed by an authorized representative of the Customer and an authorized representative of CWS. The Change Order serves as an amendment to the "parent" document and enumerates the modifications.

4.7 Work Hours

All work will be performed at the Customer and CWS offices and will be performed during normal business hours (8 A.M CDT to 5 P.M CDT) unless mutually agreed upon.

4.8 Cancellation Policy

In situations where the parties have agreed on a specific date for CWS to perform training or other services at the Customer's site (collectively, the "Scheduled Services"), the Customer shall be responsible for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel and/or contractors to facilitate CWS's performance of the Scheduled Services (collectively, the "Preparation").

In the event the Customer wishes to cancel or reschedule a scheduled site visit, or the required preparation was not completed at the appointed time for the scheduled site visit, the Customer shall pay to CWS (i) the fee for one (1) day of the scheduled services for each of the CWS personnel and authorized subcontractors

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which were to perform the scheduled services (“One-Day Service Fee”), (ii) the per diem services fee for travel time associated with the actual travel undertaken by CWS personnel and authorized subcontractors en route to the applicable Customer site (“Billable Travel Time”), and (iii) reimbursement for any non-refundable travel and lodging expenses incurred by CWS and authorized subcontractors in connection with such scheduled site visit (“Non-refundable T&E”).

Unless otherwise specified in the applicable SOW, in the event that the Customer provides written notice of its cancellation of a scheduled site visit at least 48 hours prior to the appointed date and time of the scheduled visit, the Customer shall not be required to pay the One-Day Service Fee referenced above in connection with such site visit.

For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee, Billable Travel Time and Non-refundable T&E are intended to compensate CWS for expenses associated with a lost day of work and related expenses. Such payments do not in any way (i) relieve either party of its obligations with regard to performance of and payment for the scheduled services, (ii) replace, amend or modify any of the terms relating to cancellation and/or change order requirements, rights and remedies set forth in this SOW or the Agreement that otherwise relate to the scheduled services, or (iii) grant to the Customer any right to cancel its order for the scheduled services.

5. Infrastructure Requirements

5.1 Electrical and Network Infrastructures

The Customer’s electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the CWS solution being implemented. Inadequate infrastructure frequently results in less than desirable performance and CWS’s determination of Customer’s optimal bandwidth needs is beyond the scope of this SOW. In the event Customer notifies CWS of degraded performance of the Licensed Program and CWS determines that the degraded performance is due to insufficient bandwidth, CWS may request that the Customer acquire additional bandwidth or take other corrective action. CWS is not responsible for the inability of a particular network to support features of the web-based software due to bandwidth restrictions. The customer is solely responsible for implementing sufficient procedures and checkpoints to satisfy its particular requirements for anti-virus protection and data and computer security. In the event the Computer Aided Dispatch software does not have the capability to allow a direct or Application Program Interface (API) connection or the hosting agency does not allow such connections to any third-party hosted software such as RMS Core, the Customer will provide a local server for hosting APIs that RMS Core uses to collect data and transmit to the cloud hosted RMS application. In such event, Customer will provide CWS with access to the appropriate server(s) upon request for the maintenance of such APIs.

5.2 Software Updates

With respect to CWS Software, so long as the Customer remains current on annual support and maintenance fees, CWS will provide, once made generally available and in a commercially reasonable amount of time, all updates, upgrades, patches and workarounds to the Software covered under this Agreement, including all modifications or customizations described in this SOW (or future changes orders; provided, however, that maintenance and support fees may increase based on the scope or terms of

such change order).

For all hosting solutions the Licensed Program will be installed at CWS's hosting center.

5.3 Software Compatibility

The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not residing on, maintained by, or supported by CWS as part of the SaaS Solution or cloud-hosted infrastructure.

5.4 Software Updates

It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any integrated third-party software not maintained or supported by CWS.

6. Attachments

The following attachments are attached hereto and incorporated by reference into this Statement of Work.

- Attachment A – Functional Specifications
- Attachment B – Project Schedule
- Attachment C – Standard Reports

7. Pricing Details and Payment Terms

- **Initial License & Delivery Fee - \$235,000**
 - Half of the Initial License & Delivery Fee shall be due within ten (10) days of the Commencement Date; and the second half shall be due within thirty (30) days of the Cutover Date (or the date Customer specifies “no go” as described in Section 3.3.5).
 - Forty (40) hours onsite training. Any requested additional training will be on a time-basis by the day or half-day sessions at a rate of \$1,000 per day. Initial delivery will contain base RMS Core functionality including the following items add-on features:
 - LexisNexis Citizen Online Reporting Module
 - METRO JMS Mugshots
 - eCrash and eCitation Integration
 - Personnel
 - Property
- **Annual License Cost: \$50, 000** (to be paid within thirty (30) days of the anniversary of the Cutover Date for the Initial Subscription Term).
- **Specified Legacy Application Data Conversion From Existing System (Tyler). \$200,000.** One-third due within ten (10) days of the Commencement Date; one-third due within ten (10) days of the Final Data Conversion; and one-third due within ten (10) days of Customer's acceptance of the Data Conversion and Migration.
- **Custom Changes and Functionality** – All custom changes and enhancement features will be based on a separate Scope of Work/Change Order at the rate of \$125.00 per hour.
 - **Legacy Data** – Data records from previous RMS(s) prior to 2016 (prior to Specified Legacy Application Data). SRD required to define the scope of services to provide a

“searchable” interface of the database(es) to be described in a separate SOW after Cutover.

- **Maintenance and Support** – CWS’s Support Services are included in the license for the Licensed Program. Any maintenance and support provided by CWS due to Customer’s alteration or misuse of the SaaS Solution or malfunctions caused by any programs or systems not supplied by CWS will be billed at the rate of \$125.00 per hour.
- **Hosting** – Cloud-based hosting on Microsoft Azure platform.
 - **SQL Server Database**
 - **Application Web Server:** Estimated Costs - \$8,000.00 per month based on Customer’s data storage and usage (actual amount to be billed to Customer and paid monthly, in advance)
 - Final Hosting Costs TBD and subject to increase due to increased data usage and potential Microsoft cost increases not subject to CWS control.
- CWS shall not begin and shall not be expected to begin any work described in this SOW until (i) Customer executes both the Agreement and this SOW; and (ii) Customer makes the first payments described above for both (a) the Initial License and Delivery Fee, and (b) the Specified Legacy Application Data Conversion.

Agreed to by the Parties as of the Commencement Date.

CITY OF MOBILE

CWS GROUP, INC.

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

As its: _____

As its: _____

Date: _____

Date: _____

Attachment A - Functional Specifications

General

The RMS is a SQL Server Cloud-based solution providing the capabilities:

- Add developed modules in the future.
- Supports Microsoft Edge, Google Chrome and mobile devices.
- Interfaces contain data validation to maintain compliance with federal and state crime reporting requirements. Incomplete entries or omissions will notify the user to fix the issue before saving the record.
- Non-NIBRS and ALEA statute drop-down selection text can be configured.
- The narrative section captures text that is virtually unlimited.
- Capability for Supervisors to view cases not started, in-progress and complete/passed validation and awaiting approval.
- The supervisor can approve or reject a case based on requiring additional information.
- Capability to route a case to other departments.
- Routed cases display to new department with ability to assign to subs.
- Search routed cases by department for new assignments and previously assigned (not started).
- Capability to view, remove or re-route cases.
- Supplements - Narrative and Report

Search

Incident Search based on the following fields:

- Case number
- Report Date(s)
- Occurrence Date(s)
- Dropdowns...
- Sector
- Squad
- Disposition
- Status
- Reporting Officer
- Shift
- Title
- Section
- Sub
- Occurrence Type
- Incident Type
- Sub Type
- Method of Entry
- Point of Entry
- Description
- Hate/Bias
- Class
- Degree

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- Last Name
- First Name
- Middle Name
- Alias
- SSN
- DL Number
- DL State Dropdown
- Email

Capable of supporting the wildcard search in names and aliases.

Mapping

Capable of displaying Part 1 and other crime maps using Google Maps.

Capable of creating custom maps for sharing with other agencies or officers/investigators.

User Admin

- Capable of searching Users in the system
- Capable of Adding/Editing users and assigning roles and notification groups.
- System Admin has the capability to add, edit, lock or disable a user.
- Capability for the agency to create and manage the available roles.
- Enforcement of Usernames and Passwords. Passwords must contain special characters, numbers and meet minimum length requirements.
- Capability for Users to reset forgotten password.

File Manager

Photos and documents can be saved in File Manager, with limitations related to size of the files (short video clips). Videos that are too large for the File Manager must be stored on a network location.

- Property/Evidence
- ADFS Form Entry
- Bailee Receipts

Intel

- Case Review - Search by Case Number or Date(s)
- Case Routing Review - Squad Routed Cases by Reporting Squad and Date(s)
- Citation Search by Ticket Number or Date(s)
- Capability to search for Property, Vehicles or Vessels

Property/Evidence

- NCIC Entry
- NCIC Case Search
- Property Transfer and Accept
- Property Turn-In
- Property Not Turned In - Current Custody

Property/Evidence Search by:

- Miscellaneous property, drugs or weapons

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- Occurrence or Report Date(s)
- Case Number
- Status
- Officer
- Type
- Category
- Description
- Make
- Model
- Color
- Serial Number
- Owner Name, SSN, DL Number, DL State

Vehicle Search by:

- Vehicle or Tag
- Occurrence or Report Date(s)
- Status
- Officer
- Category
- VIN
- Description
- Year
- Make
- Model
- Style
- Color/Other
- Tag
- Tag State
- Tag Year
- Tag Type
- Tow Type
- Tow Service
- Owner Name, SSN, DL Number, DL State

Vessel Search by:

- Vessel or Motor
- Occurrence or Report Date(s)
- Case Number
- Status
- Officer
- Type
- Category
- Hull Number
- Hull Type

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- Year
- Make
- Model
- Length
- Vessel Name
- Vessel Registration Number
- Reg Year
- Reg State
- Color/Other
- Motor Type
- Horsepower
- Owner Name, SSN, DL Number, DL State

Address Search by Street, City, State Zip Code

Address Search by Cross Street Intersection

Maintenance

- Records Admin ability to search and view case events by Case Number.
- Records Admin ability to assign unit numbers to officers/Patrol Units.
- Route Departments - Records Admin management of Route Department and Supervisors. Capability to Add, Edit, Delete or Deactivate.
- Statute Search by Title, Section or Sub
- Tow Service - Records Admin capability to manage tow companies and related information. Capable of Add or Deactivate.
- Unmatched Citations - View unmatched citations by officer and assign to correct officer.

Attachment B - Project Schedule

- Within seven (7) days of the Commencement Date, CWS will start the project definition and planning phase.
- Project Initiation/Kickoff Meeting
- The objective of this meeting includes:
 - Conduct an onsite meeting/review of the project scope and services defined in this SOW.
 - Establish a clear chain of communication and authority.
- Begin System Configuration and development of add-on features agreed to in the SOW.
- Begin Data Conversion (Initial) - During data conversion, Customer will review resulting test files with CWS, document any problems, and collaborate with CWS on a plan for corrective action within three (3) business days of receiving the results.
- Data Conversion (Final)
- Training
- Conduct a go/no-go meeting to ensure readiness in preparation for Cut over.
- Bring products to operational use and monitor the products, ancillaries, and interfaces for up to seven (7) days.
- Final Delivery Estimated Completion - Six (6) Months from Contract Execution Date.

Attachment C - Standard Reports

Capable of saving/exporting reports as: PDF, Excel, CSV, RTF, Docx, MHT, HTML, Text or Image.

Unit Reports

- CID Summary
- CID Unit Summary
- Domestic Violence Summary
- ICE Status/Summary
- Narcotics Activity
- Patrol Monthly/Summary
- Intelligence Monthly
- Special Ops Monthly/Summary

Property/Agency

The Property module shall include the following functionalities:

- Ability to search and manage incident property/evidence.
- Track receipt of property items from officers
- Assign items to location.
- Document chain of custody
- Return to owner/turn-in
- Ability to manage agency property items and assign or unassign those items to agency personnel.
- Property Reports by Officer, Item Type, Department or Unit

Personnel Module

The Personnel/User Management module shall include the following functionalities:

- Department Entry
- Add/Edit employees/user information - Signature and Photo.
- Case routing by Supervisors (new and previously assigned).
- Employee assignment to department.
- Supervisor assignment to department.

Personnel Reports

- Employee Report by Department
- Employee Detail Report - Active and Departed
- Employee Yearbook
- Employee Report Summary by Date/Department

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “MSA” or this “Agreement”) dated as of November 13, 2023 (the “Effective Date”), is entered into by and between CWS Group, Inc., a Louisiana corporation (“CWS”), with offices at 14418 Island Ave., Magnolia Springs, AL 36555, and The City of Mobile, Alabama, an Alabama municipal corporation and the Mobile Police Department (together, the “Customer”), with its principal office at 2460 Government Street, Mobile, AL 36606. CWS and Customer are collectively the “Parties” and individually a “Party.” “Customer” will include Customer affiliates identified on the Work Order(s) and Service Level Agreements entered into pursuant to this Agreement, as applicable.

1. DEFINITIONS

- 1.1. “Agreement” means collectively this MSA, Work Orders, Service Level Agreements, and all other attachments and exhibits attached hereto.
- 1.2. “Confidential Information” means any information, regardless of form, proprietary to or maintained in confidence by either Party, including, without limitation, any Customer Data, Protected Information, information, technical data or know-how relating to discoveries, ideas, inventions, software, designs, specifications, processes, systems, diagrams, research, development, business plans, strategies or opportunities, and information related to finances, costs, prices, suppliers, vendors, customers and employees which is disclosed by a Party or on its behalf whether directly or indirectly, orally, visually, or in writing, to the other Party or any of its employees or agents. The terms and conditions of this Agreement and any order for CWS products or services will be deemed the Confidential Information of both CWS and Customer.
- 1.3. “Customer Data” means any materials, information, data, code, content, and other information that Customer, or its employees or agents, collects (or which CWS collects from others on behalf of Customer) or transmits to CWS whether by an initial data transfer, a SaaS Solution, or another medium for the purpose of access, display, or transmission via the Services. Customer Data shall be interpreted as broadly as possible but shall be free from and shall not include any “Protected Health Information” as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 1.4. “CWS Content” means the information, documents, software, products and services contained or made available to Customer in the course of using a SaaS Solution.
- 1.5. “Developed Materials” is defined in Section 4.2.2.
- 1.6. “Documentation” means, collectively: (a) all of the written, printed, electronic or other format materials published or otherwise made available by CWS that relate to the functional, operational and/or performance capabilities of the Licensed Program; and (b) the user instructions, notes, manuals, and on-line help files regarding the use of a SaaS Solution in the form generally made available by CWS, as updated by CWS from time to time. For greater clarity, Documentation does not include source code.
- 1.7. “Licensed Program” means the computer programming code in object code (i.e., machine-readable) form identified and described as a Licensed Program on a Work Order, Order Form, or Statement of Work, and for greater clarity, shall include any customizations or enhancements provided by CWS.

- 1.8. “Order Form” or “Work Order” means a document, including SOWs, executed by the Parties, which incorporates by reference the terms of this MSA, and describes order-specific information, such as descriptions of Services ordered, Usage Metrics, fees, and milestones.
- 1.9. “Products” means collectively the Licensed Program, SaaS Solutions and other software programs (including any associated materials or intellectual property, as well as any updates, improvements, modifications, or changes, and Documentation), CWS Content, Developed Materials and all toolkits and any other programs provided by CWS hereunder, training materials, tutorials and related documentation provided by CWS in connection with the performance of Services.
- 1.10. “Professional Services” means data import, data conversion, data mapping, implementation, site planning, configuration, integration and deployment of the SaaS Solution, training, project management, and other consulting services.
- 1.11. “Protected Information” means Customer Data that contains one or more of the following: (i) Social Security number; (ii) passport numbers or other government-issued identification numbers; (iii) criminal records; (iv) date of birth; (v) Customer’s financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account other than payment information entered using CWS’s online payments module; or (vi) other information that a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, title, company name, mailing address, email address, and phone number). For the avoidance of doubt, Protected Information shall not include any “Protected Health Information” as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 1.12. “SaaS Solution” means a software as a service and other software services identified in the Order Form as Licensed Program and associated Support.
- 1.13. “Services” means collectively SaaS Solutions and Professional Services.
- 1.14. “SOW” or “Statement of Work” means one or more work orders, work authorizations or statements of work that describe the Professional Services provided to or for Customer and mutually executed by the Parties.
- 1.15. “Subscription Term” means the period during which Customer is authorized to use a SaaS Solution pursuant to an Order Form.
- 1.16. “Support Services” is defined in Section 6.1 and as may be further described in a Work Order and/or Service Level Agreement.
- 1.17. “Viruses” shall mean any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs, time bombs, shut-down devices, keys, authorization codes, or passwords allowing CWS access), the purpose of which is expressly intending to result in damaging, interrupting, interfering with or hindering the operation of any software or data on Customer’s equipment configuration, or any other equipment or system with which the equipment configuration or SaaS Solutions are capable of communicating.

2. PURPOSE AND SCOPE

- 2.1. Purpose. This MSA establishes the general terms and conditions for CWS's provision of the Services to Customer. Additional terms for the subscription or use of a specific Service are in the applicable exhibits (each a "Product Exhibit") attached hereto and incorporated herein. Each Product Exhibit is only applicable to the Service identified on that Product Exhibit.
- 2.2. Additional Order Forms. During the Term, Customer may subscribe to or purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon mutual agreement and execution of a new Order Form specifying details the foregoing.
- 2.3. Order of Precedence. The terms and conditions of this MSA control to the extent any terms and conditions of this MSA conflict with the terms and conditions of an Order Form or any Product Exhibit, except where the Order Form or Product Exhibit specifically states the intent to supersede a specific portion of this MSA.

3. FEES, TAXES & PAYMENTS

- 3.1. General. Customer shall pay the fees specified in the applicable Order Form or SOW within 30 days after the invoice date. Except as otherwise expressly specified, all payment obligations start from the execution of the SOW, Order Form, or other agreement. All payments must be by check, wire, or ACH unless CWS agrees otherwise, and if CWS permits payment via credit or debit card, then unless prohibited by applicable laws CWS reserves the right to charge Customer a surcharge of three percent (3%) of the total amount due hereunder, and Customer hereby consents to such charge being made against the credit or debit card provided by Customer.
- 3.2. Currency and Taxes. Fees are in the currency designated in the applicable document and exclude taxes. Customer is responsible for payment of all applicable sales, use, value added or similar taxes (excluding those on CWS's net income) imposed by a federal, state, provincial, local or other government entity relating to the provision of the Services.
- 3.3. Disputed Fees. Customer may reasonably and in good faith dispute an invoiced amount within thirty (30) days after the invoice date, provided that Customer shall promptly pay the undisputed portion of the invoice pursuant to Section 3.1 and may only withhold payment of the disputed portion until the dispute is resolved. The Parties shall negotiate in good faith to resolve any payment dispute within forty-five (45) days.
- 3.4. Failure to Pay. Failure to make timely payments is a material breach of this Agreement and CWS may suspend its performance obligations in accordance with the provisions of Section 13.4. Customer shall reimburse CWS for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due under this Agreement that are not under good faith dispute by Customer. Amounts paid or payable for SaaS Solutions are not contingent upon the performance of any Professional Services. Customer agrees that its subscriptions hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by CWS regarding future functionality or features.

- 3.5. Travel and Lodging Expenses. If Customer requests onsite services from CWS, it shall pay CWS's reasonable travel and lodging expenses at actual cost within 30 days after the invoice date.
- 3.6. Fee Adjustment. The recurring fees are fixed for the initial Subscription Term of the applicable Order Form. Thereafter, CWS may increase these fees for future periods, provided that no annual increase will exceed five percent (5%) for each year of the Initial Subscription Term. Notwithstanding anything contained herein to the contrary, Professional Services fees are not subject to this Section 3.6.

4. SERVICES

4.1. SaaS Solutions.

- 4.1.1. Subscription Right. Subject to the provisions of this Agreement, CWS hereby grants Customer for the Subscription Term, a non-transferable, non-exclusive and revocable subscription right, without the right to grant sublicenses, to access and use the SaaS Solutions solely for the internal business purposes of Customer. Customer acknowledges that CWS has no delivery obligation and will not ship copies of the Products to Customer as part of the SaaS Solutions. Customer agrees that it does not acquire under the Agreement any license to use the Products in excess of the scope and/or duration of the SaaS Solutions. Except for the foregoing subscription right, no other rights in the Service are granted hereunder, and the Service is and will remain the sole and exclusive property of CWS and its licensors, if any, whether the Service is separate or integrated with any other products, services or deliverables.
- 4.1.2. Changes and Environment. Access to a SaaS Solution is limited to the version in CWS's production environment, accessed via the Internet by use of a CWS-approved Customer-provided browser. CWS regularly updates the SaaS Solutions and reserves the right to add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SaaS Solutions will be hosted on a server that is maintained by CWS or, if applicable, its designated third-party supplier or data center as identified on the applicable SOW. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Solutions, including but not limited to Internet access and adequate bandwidth. There shall be no change in the third-party data center host without prior written consent from Customer.
- 4.1.3. User IDs. CWS shall assign Customer one or more user IDs and passwords that will enable Customer to access a SaaS Solution. Customer shall take reasonable precautions to protect against theft, loss or fraudulent use of these IDs and passwords. Each user ID is unique to the assigned individual and may not be shared with others, including other personnel of Customer.

4.2. Professional Services.

- 4.2.1. Scope. CWS shall perform the Professional Services described in the applicable SOW. Either Party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order must specify the changes to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to CWS. A change order is not binding until executed by

both Parties.

- 4.2.2. **Developed Materials.** If agreed in a SOW, CWS may develop modifications to Products or CWS Content (“Developed Materials”). CWS hereby grants Customer, subject to timely payment of applicable fees and charges, and subject to the restrictions in this Agreement, a personal, nonexclusive, non-transferable license for the Subscription Term to use the Developed Materials solely in connection with its use of the SaaS Solutions. Unless otherwise specified in a SOW, CWS provides updates and/or reintegration work required to make Developed Materials compatible with future versions or releases of a SaaS Solution.
- 4.2.3. **Third Party Integration.** Professional Services may include providing configurable integrations (sometimes referred to as “Connectors”) with various third-party applications. Configuration and use of any CWS connector depends upon (a) Customer’s maintaining an active license and login credentials for the third-party application, and (b) the continuing compatibility and stability of the third party’s application programming interface. Customer understands and agrees that CWS does not control, and cannot guarantee, the fulfillment of the foregoing dependencies or the accuracy, completeness or quality of any data transmitted via “connector” or other integration to an external application except up to the point of transmission, and CWS is not liable for the quality of any third party data, or any misconfiguration, data corruption or data loss resulting from the use of CWS connectors or other such integrations.

5. CUSTOMER’S USE

- 5.1. **Acceptable Use.** CWS does not monitor or police the content of communications or Customer Data transmitted through the SaaS Solutions, and CWS is not responsible for the content of these communications or transmissions. Customer shall use a SaaS Solution exclusively for authorized and legal purposes, consistent with all applicable laws and regulations.
- 5.2. **Restrictions.** Customer shall not (i) license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 14.6 (Assignment)), distribute, disclose, or otherwise commercially exploit or make available to any third party the Products or Services; (ii) copy, record, extract, scrape, modify or make derivative works based upon the Products or Services; (iii) “frame” or “mirror” the Products or Services on any other server or device; (iv) access the Products or Services for any competitive purposes or use the Services for application service provider, timesharing or service bureau purposes, or any purpose other than its own internal use, (v) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Products or Services, (vi) remove, obscure or modify a copyright or other proprietary rights notice in the Product Service; (vii) use the Product or Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material that violates third party privacy rights; (viii) use the Product or Service to create, use, send, store, or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Products or Services; (ix) without CWS's prior consent and agreement concerning the level(s) of

scanning appropriate to avoid degrading the Service or negatively affecting Customer's use of the Products, attempt to gain or permit unauthorized access to the Products or Services or related systems or networks, including but not limited to conducting any penetration testing, denial of service attacks, or similar efforts; (x) use the Products or Services other than in compliance with all applicable laws and regulations; or (xi) permit or assist any other party (including any user) to do any of the foregoing.

- 5.3. Breach by Authorized User. Any failure by an authorized user to comply with this Agreement is deemed to be a breach by Customer, and CWS shall not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer shall immediately take all necessary steps, including providing notice to CWS, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.
- 5.4. Server Location. Customer acknowledges that CWS has servers located in the United States and that the SaaS Solutions are not intended to be used by Customer or third parties in any country which requires an individual's personal data to remain on servers located in that country.
- 5.5. Protected Information. Customer acknowledges and agrees that use of the Services involves the use and transmission of Protected Information to or through the SaaS Solutions. CWS shall use commercially reasonable efforts to prevent the inadvertent disclosure of or unauthorized access to Protected Information.
- 5.6. Third Party Content. Third party data, content, materials or software ("Third Party Content") published on the CWS website or otherwise made available through a SaaS Solution may be subject to third party licenses, and these licenses may be altered or revoked at any time by the applicable third party licensor, and that, provided there is no material reduction of functionality in the CWS System, removal or alteration of Third Party Content shall not constitute a material breach of this Agreement or any Order Form.

6. SUPPORT.

- 6.1. Obligations. Support services provided by CWS include (i) technical support and workarounds so that the SaaS Solutions operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, to both the SaaS Solutions and any Developed Materials that may be described on a separate SOW (collectively, "Support Services"). For the avoidance of doubt, updates to the SaaS Solutions may include subsequent releases to Products, and may include bug fixes, patches, error corrections, minor and major releases, platform changes, or modifications or revisions that enhance existing performance. Support Services and Updates exclude Professional Services, new products, modules or functionality that are the subject of a Work Order or SOW for which CWS generally charges a separate fee.
- 6.2. Exceptions to Support. CWS does not provide Support Services with respect to: (i) a SaaS Solution that have been altered or modified by anyone other than CWS or its licensors; (ii) a SaaS Solution used other than in accordance with the Documentation; (iii) Professional Services, (iv) Developed Materials, (v) errors or malfunction caused by Customer's failure to comply with the minimum system requirement documentation as

provided by CWS or by Customer's use of non-conforming data, or (vi) errors and malfunction caused by any systems or programs not supplied by CWS.

- 6.3. Training. CWS shall provide initial training services prior to and at delivery of the SaaS Solution to enable Customer and its users to effectively use the SaaS Solution. Customer shall make reasonable efforts to ensure that all anticipated users attend initial training provided by CWS in order to reduce excessive service requests to CWS.

7. SECURITY STANDARDS AND SAFEGUARDS.

- 7.1. Personal Data. CWS shall maintain commercially reasonable safeguards against the unauthorized access to, destruction, disclosure, or alteration of Protected Information, Customer Data, and Customer's personal data that is in the possession of CWS. When appropriate for a particular Product or Service, CWS will provide reports (i.e., AICPA System and Organization Controls (SOC) 2 reports and the like) and/or verifications (i.e., FedRAMP, StateRAMP, and the like) requested by Customer and included on an applicable SOW.
- 7.2. Data Protection Agreement. Customer and CWS shall comply with all applicable privacy laws and regulations and shall provide help and cooperation to the other as is reasonably necessary or requested to comply with these laws and regulations. In order to protect Customer Data, CWS may suspend Customer's use of the Services to investigate any actual or suspected data security breach, upon (i) providing immediate notice to Customer and (ii) entering into a mutual written agreement with Customer.
- 7.3. Data Security. CWS will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by CWS. CWS does not host Customer Data on its equipment or hardware, but will undertake commercially reasonable efforts to ensure that third-party hosts protect CWS's Software and Hosted Services and Customer Data including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the avoidance of doubt, a third party hosts both CWS's information and Customer Data (at the time of the execution of this Agreement, Microsoft Azure), and CWS's reliance on the third-party host's information security management system and certifications shall be deemed commercially reasonable.
- 7.4. Data Breach Notification. CWS will promptly, and not later than within 24 hours of discovery by CWS, notify the Customer of any loss, damage, or unauthorized access of Customer Data.
- 7.5. Within U.S. CWS shall not transmit any Customer Data to any entity or individual outside the United States.
- 7.6. Data Backup File. Upon Customer's written request, CWS shall provide, within thirty days of each annual anniversary of this Agreement during the Term of this Agreement, a complete full data backup file of the entire cloud-hosted database containing Customer data for archive purposes.

8. WARRANTIES AND DISCLAIMERS.

- 8.1. Representations and Warranties. CWS represents and warrants to Customer that it will

perform the Professional Services in a professional and workmanlike manner in accordance with best industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet his obligations under this Agreement. CWS further represents and warrants that it will perform the Professional Services substantially in accordance with this Agreement and any documentation and proposals submitted to by CWS to Customer, and free of any material defect. CWS warrants to the Customer that, upon CWS becoming aware of any defect in design or fault or improper workmanship, CWS will notify Customer and remedy any such defect. Any failure of CWS to perform the Professional Services in compliance with this Agreement or any SOW shall be deemed a material breach of this Agreement.

- 8.2. Disclaimers. Except for the express warranties in this Agreement, each party hereby disclaims all warranties, either express, implied, statutory, or otherwise under this Agreement.

9. PROPRIETARY RIGHTS

9.1. CWS's Intellectual Property Rights. As between CWS and Customer, all rights, title, and interest in and to all intellectual property rights in the Products, Services, and Developed Materials (including all components, derivatives, modifications and enhancements) are and will be owned exclusively by CWS notwithstanding any other provision in this Agreement or Order Form. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Products, Services, or Developed Materials. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, patents, and other proprietary right relating to the Products and Services and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by CWS. CWS alone shall own all rights, title and interest in and to any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating thereto. Customer acknowledges and agrees any software and any Developed Materials CWS creates pursuant to this Agreement are not and will not be considered as "works made for hire" under the United States Copyright Act, Title 17, United States Code or "joint works of authorship," or any other designation tending to imply that Customer has or retains ownership or authorship rights therein or thereto, but are provided to Customer in accordance with and subject to the terms and conditions of this Agreement. To the extent that any such rights vest initially with Customer by operation of law or for any other reason, Customer hereby perpetually and irrevocably assigns, transfers, and quitclaims all such rights to CWS. Subject to CWS's confidentiality obligations under the Agreement, nothing herein prevents or limits CWS's right to undertake engagements for any other entity, transfer or license the deliverables to other parties, or to reuse them in whole or in part in other projects, including a competitor of Customer, whether or not similar to the Developed Materials. In the event CWS is unable to offer and/or provide the Professional Services contemplated herein, CWS shall (i) provide Customer with nine (9) months advance notice prior to its inability to provide the Professional Services to Customer and (ii) provide Customer with access to CWS' server and data base; provided, however, that CWS's assignment of its rights and obligations hereunder to any successor or assign shall not be considered an inability to provide the Professional Services contemplated herein.

- 9.2. Customer Data. As between Customer and CWS, Customer owns all rights, title and

interest in and to all Protected Information and Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and warrants that that it has and will have all rights and consents necessary to allow CWS to use this data as contemplated by this Agreement. Customer further warrants and represents that Customer Data shall not include and shall be free from “Protected Health Information” as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Customer hereby grants to CWS during the Subscription Term a royalty-free, fully-paid, non-exclusive, non-transferable (except as set forth in Section 14.6 (Assignment)), sub-licensable, worldwide right to use and process Customer Data solely for the purpose of providing to Customer the Products and Services and any other activities expressly agreed to by Customer.

10. CONFIDENTIALITY.

- 10.1. **Obligations.** The receiving Party shall not disclose or use any Confidential Information of the disclosing Party for any purpose outside the scope of this Agreement, except with the disclosing Party's prior written permission. Each Party shall protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). If the receiving Party is compelled by law to disclose Confidential Information of the disclosing Party, it shall provide the disclosing Party with prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing Party's cost, if the disclosing Party wishes to contest the disclosure, and the receiving Party shall continue to treat this information as Confidential Information for all other purposes.
- 10.2. **Remedies.** The disclosing Party has the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin any actual or threatened breach of this Section 10.
- 10.3. **Exceptions.** The receiving Party will not be obligated under this Section 10 for any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party; (iii) was independently developed by the receiving Party without use of or reference to any Confidential Information or breach of any obligation owed to the disclosing Party; or (iv) is received from a third party without restriction and without breach of any obligation owed to the disclosing Party.
- 10.4. **Prior Non-Disclosure Agreement.** Any existing non-disclosure agreement entered into by the Parties is hereby superseded and replaced by the terms in this Section 10, which will govern all disclosures and exchanges of Confidential Information made by the Parties previously under that agreement.
- 10.5. **Information Sharing and Disclosure.** CWS may use certain trusted third-party companies and individuals to help CWS provide, analyze, and improve the SaaS Solution (including, but not limited to, data storage, maintenance services, database management, web analytics, payment processing, and improvement of the SaaS Solutions's features). These third parties may have access to Customer Data only for purposes of performing these tasks on CWS's behalf and with security measures in accordance with the terms and conditions of this Agreement.

11. INDEMNIFICATION [This section intentionally omitted]

12. LIMITATION OF LIABILITY.

- 12.1. EXCLUSION OF DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

13. TERM AND TERMINATION

- 13.1. Term. Unless this Agreement is earlier terminated in accordance with Section 13.3, this Agreement commences on the Effective Date and continues until the later to occur of: (i) the fourth anniversary of the Effective Date, or (ii) the expiration of the Subscription Term of the last outstanding Order Form (“Term”). If the Subscription Term of an Order Form is for multiple years, the specified annual fees are due in advance in each year of the Order Form, or as otherwise specified on the Order Form.
- 13.2. Renewal. Each Order Form will renew at the end of its Subscription Term as specified thereon unless Customer provides timely notice of nonrenewal as specified in the applicable Order Form. If an Order Form specifies a certain number of events, registrants, rooms, emails or other billable instances annually, then this limitation pertains to each term year of the Subscription Term.
- 13.3. Termination. Either Party may terminate this Agreement immediately upon written notice at any time if: (i) the other Party commits a non-remediable material breach of this Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of the breach; (ii) Customer notifies CWS with thirty (30) days’ written notice of Customer’s termination for convenience; (iii) the other Party ceases business operations or experiences a Force Majeure Event (as defined below); or (iv) the other Party becomes insolvent, generally stops paying its debts as they become due or becomes the subject of an insolvency or bankruptcy proceeding. Termination of this Agreement by either Party will not limit a Party from pursuing any other remedies available to it, including injunctive relief. Except in the case of a termination pursuant to subparts (ii) or (iv) herein, termination of this Agreement shall not release Customer from its obligation to pay all fees that Customer has agreed to pay under this Agreement and any applicable Work Order. If Customer terminates CWS for convenience or CWS terminates this Agreement for Customer’s non-payment, Customer agrees to pay to CWS the remaining value of the then-current initial or renewal term (that Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate yearly (or monthly as the case may be) recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial or renewal term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under

the terms of this Agreement. If a Party terminates this Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Work Orders in effect that are subject to this Agreement by the termination date. Upon payment of all amounts owed under this Agreement, any SOW, or both, each Party shall take commercially reasonable steps to bring the work to a close, to reduce its costs and expenditures, and in the case of CWS, provide reasonable assistance to return or make available Customer Data.

- 13.4. **Suspension.** CWS may immediately restrict or suspend access of a user of the Services if CWS becomes aware of, or reasonably suspects, any breach of this Agreement by a Customer authorized user. CWS may remove any violating Customer Data posted or transmitted through a SaaS Solution. CWS will act in good faith and use reasonable efforts to notify Customer via phone or email before initiating suspending or restricting any Service. Customer is still responsible for full payment of the Order Form(s) even if access to the Services is suspended or terminated for any breach of this Agreement.
- 13.5. **Return of Data.** Within 30 days after the effective date of expiration or termination of this Agreement, CWS shall, provided Customer is not in breach of any of its obligations under the Agreement and upon Customer's payment of the applicable fees, make available to Customer for download a file of Customer Data in its then current format. After this 30-day period, CWS has no obligation to maintain or provide any Customer Data and shall, within thirty (30) days of the termination of the Services shall certify, in writing, that all Customer Data maintained in its production systems has been deleted (unless legally prohibited), provided CWS may retain archival copies of Customer data on backup media for a reasonable period of time not to exceed two (2) years following expiration or termination of any Order Form.

14. MISCELLANEOUS

- 14.1. **Force Majeure.** A Party will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, cyberterrorism, any acts of the common enemy, the elements, earthquakes, floods, fires, disaster, epidemics, pandemics, riots, war, utility or communication failures, travel restriction(s) issued by a governmental agency, curtailment of transportation facilities, or other cause of a comparable nature beyond the Party's reasonable control that makes it illegal or impossible for a Party to perform its obligations under this Agreement or frustrates the purpose of this Agreement (a "Force Majeure Event"). Both Parties shall use reasonable efforts to mitigate the effect of a Force Majeure Event.
- 14.2. **OFAC.** Customer represents and warrants that it is not and will not provide a Service to any entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this Section is a material breach of this Agreement and CWS may immediately terminate this Agreement.
- 14.3. **Waiver.** The delay or failure of a Party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.
- 14.4. **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

- 14.5. Severability. If any provision of this Agreement is held invalid or unenforceable by a court, this Agreement will be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of Customer and CWS shall be construed and enforced accordingly.
- 14.6. Assignment. Except for assignment to a Party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other Party, neither Party may assign or otherwise transfer any right or obligation set forth under this Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, CWS may subcontract the provision of Service in whole or in part to a CWS affiliate.
- Any purported assignment or transfer in violation of this Section 14.6 is void. In the event of an assignment of this Agreement or subcontracting out the provision of Service under this Agreement, the agreement entered into with such assignee or subcontractee shall require that this Agreement remain in effect.
- 14.7. Relationship of the Parties. Each Party is an independent contractor in the performance of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement.
- 14.8. Governing Law. This Agreement is governed by the laws of the State of Alabama without giving effect to its conflict of law provisions. Any dispute must be litigated in the state or federal courts located in Mobile County, Alabama to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in Alabama under this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of the court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any suit, action or proceeding is brought in an inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. Each Party waives its right to a trial by jury for all matters or disputes arising from this Agreement.
- 14.9. Entire Agreement; Counterparts. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements on the same subject matter and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by CWS and Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document are hereby rejected and will have no force or effect. The language of this Agreement is English, and only the English- language version may be used to represent this Agreement's terms. This Agreement and any SOW may be signed in any number of counterparts all of which together will constitute one and the same document. A signed copy of this Agreement or any SOW transmitted via facsimile, email or other electronic means will constitute an originally signed Agreement or SOW, as applicable, and, when together with all other required signed copies of this same Agreement or SOW, as applicable, will constitute one and the same instrument.
- 14.10. Use of Agents. Subject to Customer's prior approval, CWS may designate an agent or subcontractor located in the United States to perform certain tasks and functions under this Agreement. However, CWS will remain responsible for performance of its

duties under this Agreement.

14.11. All references to “days” shall mean all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of Alabama.

14.12. Customer List; Press Releases.

14.12.1. Customer agrees that CWS may use Customer’s name and logo to identify Customer as a customer of CWS on CWS’s website, in investor documents (whether or not filed with the Securities and Exchange Commission), and as a part of a general list of CWS’s customers for use and reference in CWS’s corporate and marketing literature, however, such use of Customer’s name and logo shall be discontinued upon expiration of the Term of this Agreement unless Customer provides written consent allowing otherwise.

14.12.2. Additionally, Customer agrees that CWS may issue a press release identifying Customer as a CWS customer, subject to Customer’s prior approval which will not be unreasonably withheld or delayed.

14.13. Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) delivered by electronic mail to the address listed on the applicable Order Form; (iii) sent by first class registered mail, or air mail, as appropriate; or (iv) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person specified in the Order Form. Notices will be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail, or one (1) day after delivery to an overnight air courier service, provided in each case that delivery in fact is effected. Either Party may change its contact person or address for notices by means of notice to the other Party given in accordance with this Section.

14.14. Anti-Boycott. CWS agrees and represents that it is not currently engage in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

14.15. Anti-Discrimination. CWS shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

14.16. Insurance. For the term of this Agreement, CWS shall acquire and maintain in full force and effect General Liability, Worker’s Compensation (if required), Automobile Liability, Professional or Errors and Omissions Liability, and comprehensive insurance, each of which will have a minimum coverage of \$1,000,000 per Occurrence and \$2,000,000 Annual Aggregate coverage, issued by a company, which such insurance shall name the City of Mobile as an additional insured, provide primary coverage, without contribution, waiver of subrogation, and shall provide proof thereof upon Customer’s request.

14.17. Compliance with Alabama Immigration Law. By signing this Agreement, the Parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in

violation of this provision shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

14.18. Survival. Sections 1, 3, 5, 8.2, 9, 10, 12, 13.3, 13.5, and 14 will survive termination of this Agreement.

The Parties hereby acknowledge that they have read and agree to be bound by this Master Service Agreement as of the Effective Date.

CUSTOMER:

CITY OF MOBILE

By: William S. Stimpson
Its: Mayor

ATTEST:

City Clerk

CWS GROUP, INC.

By: James Barter
Its: Director

From: [Rhodes, Brenda](#)
To: [Gauthier, Lana](#)
Subject: FW: MPD RMS Software
Date: Thursday, February 22, 2024 3:44:44 PM
Attachments: [image003.png](#)
[image005.png](#)

Hi Lana,

Can you download this email into NOVUS with that agreement because it is not signed by vendor?

Thank you,

Brenda Rhodes

Fiscal Officer II

City of Mobile

Finance Department

251.208.7584

brenda.rhodes@cityofmobile.org



LIVE***LOVE***LAUGH

From: Primm, Patricia <trish.primm@cityofmobile.org>
Sent: Thursday, February 22, 2024 2:39 PM
To: Rhodes, Brenda <brenda.rhodes@cityofmobile.org>; Kearney, Scott <kearney@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
Subject: RE: MPD RMS Software

In urgent situations, they are willing to accept an unsigned copy to get on the agenda for 1st read. This is one they want on there this week. The resolution has language in there to cover those situations.



Trish Primm

Paralegal, Civil Division

City of Mobile Legal Department

P. O. Box 1827

Mobile, AL 36633-1827

251-208-7885 - direct line

251-208-7322 - fax

trish.primm@cityofmobile.org

The information in this e-mail message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or forward this e-mail message. If you have received this e-mail in error, please notify the sender as soon as possible by return e-mail message or by telephone at (251) 208-7416. In addition, please delete the erroneously received message from any device/media where the message is stored.

From: Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Sent: Thursday, February 22, 2024 2:33 PM
To: Kearney, Scott <kearney@cityofmobile.org>; Primm, Patricia <trish.primm@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
Subject: RE: MPD RMS Software

Also, while awaiting the Capital Contract Summary Sheet and reviewing this agreement, it has not been signed by the vendor.

Shouldn't this document be signed by vendor?

Thank you,

Brenda Rhodes

Fiscal Officer II
City of Mobile
Finance Department
251.208.7584
brenda.rhodes@cityofmobile.org



LIVE***LOVE***LAUGH

From: Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Sent: Thursday, February 22, 2024 2:26 PM
To: Kearney, Scott <kearney@cityofmobile.org>; Primm, Patricia <trish.primm@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
Subject: RE: MPD RMS Software

Hi Scott,
I received this agreement in NOVUS after 2 but awaiting the Capital Contract Summary Sheet to setup and approve this agreement.

Thank you,

Brenda Rhodes

Fiscal Officer II
City of Mobile
Finance Department
251.208.7584
brenda.rhodes@cityofmobile.org



LIVE***LOVE***LAUGH

From: Kearney, Scott <kearney@cityofmobile.org>
Sent: Thursday, February 22, 2024 2:10 PM
To: Mallory, Relya <mallory@cityofmobile.org>; Primm, Patricia <trish.primm@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Subject: Re: MPD RMS Software

Trish,

Were you able to get it submitted in Novus? Was Relya's group chosen in the approval workflow?

Scott

From: Mallory, Relya <mallory@cityofmobile.org>
Sent: Thursday, February 22, 2024 1:03 PM
To: Kearney, Scott <kearney@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Subject: RE: MPD RMS Software

We never received a contract through NOVUS on this project. Maybe MPD is still working on it.

From: Kearney, Scott <kearney@cityofmobile.org>
Sent: Wednesday, February 21, 2024 4:51 PM
To: Mallory, Relya <mallory@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>
Subject: MPD RMS Software

Relya,

Since the Hexagon contract has been terminated and the last invoice (#P230000559) was approved and paid in December 2023 in accordance to the written agreement between Hexagon and the City's Legal Department, please create a new capital project named "MPD RMS Software" or similar and transfer the remaining available funds from C0675 "Police Dept - New Software System" to the new project. C0675 can be closed.

Thanks,

Scott Kearney

Chief Technology Officer

City of Mobile, AL

(251) 208-7942

kearney@cityofmobile.org



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kitchen Equipment & Supply Co for dishware and assorted serving supplies and equipment for Convention Center.

Convention Center capital equipment & operating supplies

Amount of Contract:

\$176,134.28

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240216 Kesco Agenda Package POs	Cover Memo	2/21/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/22/2024 - 12:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3923</u>	2024	(F6080) CONVENTION CENTER	DISHWARE AND ASSORTED SERVING SUPPLIES AND EQUIPMENT FOR CONVENTION CENTER (SEALED BID 5869)	\$176,134.28	(<u>282978</u>) <u>KITCHEN</u> <u>EQUIPMENT &</u> <u>SUPPLY CO</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 1
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Vendor
KITCHEN EQUIPMENT & SUPPLY CO
KESCO-FLORIDA
2716 GOVERNMENT BLVD

MOBILE, AL 36606

Tel#251-450-2221
Fax 251-450-3111

Ship To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602
KWALL@ASMGLOBALEMOBILE.COM

Delivery Reference
KENDALL WALL

Deliver To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID 5869 AND YOUR BID RESPONSE GLASS GOBLET Libbey Model No. 3712 Packed 1 cs Banquet Goblet Glass, 10 1/2 oz., Safedge® rim & foot guarantee, Embassy® (H 5 1/4"; T 2 7/8"; B 2 7/8"; D 3 1/8") (24 each per case)	250.00 CASE	102.58000	25645.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			25645.00

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
KENDALL WALL

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 2
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
002	GLASS DISHWASHER RACK Vollrath Model No. 5281611 Packed 3 ea Signature Lemon Drop™ Rack, full size, (30) compartments, Tall, 19 3/4"W x 193/4"D x 7"H, (compartment size 33/16" diameter x 5 11/16"H), polypropylene, light green with light green top extender, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy) 1 ea No imprinting, standard	200.00 EACH	55.99000	11198.00

1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			11198.00
---	---	--	--	----------

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
KENDALL WALL

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

003	DECANTER CARAFE Libbey Model No. 97000 Packed 1 cs Wine Decanter,	125.00 CASE	88.76000	11095.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 3
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
1	393/4 oz. rim full (337/8 oz. at fill line), glass (H 10 7/8"; T 31/2"; B 33/4"; D 33/4") (12 each per case) 2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			11095.00
Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602				
004	GLASS DISHWASHER RACK vollrath Model No. 5275711 Packed 2 ea Signature Lemon Drop™ Rack, full size, (20) compartments, XXXXTall, 193/4"W x 193/4"D x 123/4"H, (compartment size 315/16" diameter x 113/8"H), polypropylene, light green with light green top extender, NSF, Made in USA (Refer to vollrathfoodservice.com for	75.00 EACH	99.22000	7441.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 4
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
1	full warranty policy) 20 ea No imprinting, standard 2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			1984.40
Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602				
005	TABLETOP BASKET TableCraft Products Model No. 1176W Packed 12 ea Basket, 10" x 6 1/2" x 3", oval, handwoven, polypropylene cord, natural (must be purchased in multiples of 12 each)	900.00 EACH	2.18000	1962.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			1962.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 5
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
006	DISH CART / DOLLY \$6,916.00 Cambro Model No. ADCSC8PKG480 SSeries Dish Caddy, 27"W x 27"D x 31 3/4"H, compact, adjustable, (8) CamLever towers, (2) molded in top handles, recessed handles on all sides, minimum dish size 5 3/4", maximum dish size 8 3/4", 500 lb. capacity, 360° maneuvering, includes vinyl cover with identification pocket, (4) 5" nonmarking casters: (2) each rigid & (2) each swivel with brake, one piece molded body, polyethylene, speckled gray, NSF (ships in 2 cartons)	7.00 EACH	914.42000	6400.94

1 2000.80.00.0000.0000.0000.0000.44020.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 6
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	E C0261 .OPERSUPPLS.			6400.94

Ship To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 KENDALL WALL

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602

007	DISH CART / DOLLY Cambro Model No. ADCSC480 SSeries Dish Caddy, 27"W x 27"D x 313/4"H, compact, adjustable, (4) CamLever towers, (2) molded in top handles, recessed handles on all sides, minimum dish size 9", maximum dish size 12", 500 lb. capacity, 360° maneuvering, includes vinyl cover with identification pocket, (4) 5" nonmarking casters: (2) each rigid & (2) each swivel with brake, one piece molded body, polyethylene, speckled gray, NSF	16.00 EACH	749.55000	11992.80
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1 2000.80.00.0000.0000.0000.0000.44020.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 7
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	E C0261 .OPERSUPPLS.			11992.80
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
008	PLATE COVER / CLOCHE American Metalcraft Model No. PC1025S Packed 24 ea Plate Cover, 10" to 10 1/4" dia., 2"H, round, standard or English foot, with finger hole, stainless steel, satin finish	4512.00 EACH	10.72000	48368.64
1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			48368.64

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 8
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
009	PLATE, CHINA Tuxton China Model No. ALA102 Packed 1 dz Plate, 10 1/4" dia., round, wide rim, rolled edge, microwave & dishwasher safe, oven proof, fully vitrified, leadfree, Alaska, Porcelain white	250.00 DOZEN	60.92000	15230.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			15230.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 9
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
010	STEAK KNIFE winco Model No. K80P Packed 25 dz Jumbo Steak Knife, 9 1/2" O.A.L., 5" blade, round tip, stainless steel blade, solid POM handle (Qty Break = 25 dozen)	400.00 DOZEN	11.75000	4700.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			4700.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 10
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			

011	UNIVERSAL PAN RACK winco Model No. ALRK20 Sheet Pan Rack, mobile, full height, (20) 18" x 26" or (40) 18" x 13" sheet pans capacity, 700 lb. capacity, (4) 5" swivel rubber casters, 3" runner spacing, aluminum, KD, NSF (Qty Break = 1 each)	45.00 EACH	151.60000	6822.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			6822.00
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Ship To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 KENDALL WALL

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602

012	45 ea ALRK20CV Sheet Pan Rack	45.00	24.32000	1094.40
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 11
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	Cover, for (20) and (30) tier racks (Qty Break = 4 each) 2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			1094.40
Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602				
013	DINNER SPOON winco Model No. 003403 Packed 25 dz Dinner Spoon, 7 1/8", 18/8 stainless steel, extra heavy weight, mirror finish, Stanford (Qty Break = 25 dozen)	400.00 DOZEN	14.29000	5716.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			5716.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 12
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
014	DINNER FORK winco Model No. 003405 Packed 25 dz Dinner Fork, 7 1/8", 18/8 stainless steel, extra heavy weight, mirror finish, Stanford (Qty Break = 25 dozen)	400.00 DOZEN	14.29000	5716.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			5716.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 13
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			

015	DINNER KNIFE winco Model No. 003408 Packed 15 dz Dinner Knife, 9", 18/8 stainless steel, extra heavy weight, mirror finish, stanford (Qty Break = 15 dozen)	400.00 DOZEN	19.03000	7612.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			7612.00
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Ship To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 KENDALL WALL

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602

016	BUTTER KNIFE / SPREADER winco Model No. 003412 Packed 25 dz Butter Spreader, 65/8", 18/8 stainless steel, extra heavy	400.00 DOZEN	12.85000	5140.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 14
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
1	weight, mirror finish, Stanford (Qty Break = 25 dozen) 2000.80.00.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS.			5140.00

Ship To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602
 Delivery Reference
 KENDALL WALL

Deliver To
 CONVENTION CENTER
 1 SOUTH WATER
 MOBILE, AL 36602

Requisition Link

Requisition Total 176134.28

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0261 .OPERSUPPLS.	176134.28	12672.04

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	176134.28	1945399.07

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003923-00 FY 2024 PO 24004888 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 15
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Vendor KITCHEN EQUIPMENT & SUPPLY CO KESCO-FLORIDA 2716 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-450-2221 Fax 251-450-3111	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 KWALL@ASMGLOBALEMOBILE.COM Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	CCancelled 02/16/24 SANDRA LEWIS			Requisition item removed chang
	Approved 01/24/24 CARLEEN STOUT			Auto approved by: 910519420
	Approved 01/24/24 CASSIE BOATWRIGHT			
	Approved 02/16/24 CARLEEN STOUT			approved!
	Approved 02/16/24 CASSIE BOATWRIGHT			Auto approved by: 910518486
	Approved 01/24/24 BRENDA RHODES			
	Approved 01/24/24 TIFFANY HOLLINS			Auto approved by: 910511034
	Approved 01/24/24 RELYA MALLORY			Auto approved by: 910511034
	Approved 02/16/24 BRENDA RHODES			
	Approved 02/16/24 TIFFANY HOLLINS			Auto approved by: 910511034
	Approved 02/16/24 RELYA MALLORY			Auto approved by: 910511034
	Unknown 02/16/24 SANDRA LEWIS			
	Approved 02/16/24 DONALD ROSE			Auto approved by: 910518227
	Approved 02/16/24 SANDRA LEWIS			
	Approved 02/16/24 STEVEN KRONINGER			Auto approved by: 910518227
	Approved 02/16/24 SAMANTHA COOLEY			Auto approved by: 910518227
	Approved 02/16/24 JOHN PAINE			Auto approved by: 910518227
	Approved 02/16/24 MICHAEL SPAFFORD			Auto approved by: 910518227

Authorized By: _____ Date: _____

Signature

BID TABULATION FOR BID #5869

KITCHEN DINNER SERVICE ITEMS

	ITEMS	KITCHEN EQUIPMENT AN SUPPLY COMPANY	ALWAYS AVAILABLE WHOLESALES AND SUPPLY CORP	MOBILE FIXTURE AND EQUIPMENT COMPANY	COOKS DIRECT
1	GLASS GOBLET LIBBEY MODEL NO. 3712 PACKED 1 CS BANQUET GOBLET GLASS, 101/2 OZ., SAFEDGE® RIM & FOOT GUARANTEE, EMBASSY® (H 51/4"; T 27/8"; B 27/8"; D 31/8") (24 EACH PER CASE)	\$ 102.58	\$ 107.38	\$ 98.14	\$ 88.99
2	GLASS DISHWASHER RACK VOLLRATH MODEL NO. 5281611 PACKED 3 EA SIGNATURE LEMON DROP™ RACK, FULL SIZE, (30) COMPARTMENTS, TALL, 19 3/4"W X 193/4"D X 7"H, (COMPARTMENT SIZE 33/16" DIAMETER X 5 11/16"H), POLYPROPYLENE, LIGHT GREEN WITH LIGHT GREEN TOP EXTENDER, NSF, MADE IN USA	\$ 55.99	\$ 58.58	\$ 57.01	\$ 52.99
3	DECANTER CARAFE LIBBEY MODEL NO. 97000 PACKED 1 CS WINE DECANTER, 393/4 OZ. RIM FULL (337/8 OZ. AT FILL LINE), GLASS (H 10 7/8"; T 31/2"; B 33/4"; D 33/4") (12 EACH PER CASE)	\$ 88.76	\$ 88.05	\$ 80.48	\$ 75.29
4	GLASS DISHWASHER RACK VOLLRATH MODEL NO. 5275711 PACKED 2 EA SIGNATURE LEMON DROP RACK, FULL SIZE, (20) COMPARTMENTS, XXXXTALL, 19 3/4"W X 19 3/4"D X 12 3/4" H, (COMPARTMENT SIZE 3 15/16" DIAMETER X 11 3/8" H) POLYPROPYLENE, LIGHT GREEN WITH LIGHT GREEN TOP EXTENDER, NSF, MADE IN USA 20 EA NO IMPRINTING, STANDARD	\$ 99.22	\$ 110.24	\$ 107.32	\$ 99.49
5	TABLETOP BASKET TABLECRAFT PRODUCTS MODEL NO. 1176W PACKED 12 EA BASKET, 10" X 61/2" X 3", OVAL, HANDWOVEN, POLYPROPYLENE CORD,NATURAL (MUST BE PURCHASED IN MULTIPLES OF 12 EACH	\$ 2.18	\$ 2.16	\$ 2.10	\$ 1.99
6	DISH CART / DOLLY CAMBRO MODEL NO. ADCSC 8PKG 480 S SERIES DISH CADDY, 27"W X 27"D X 313/4"H, COMPACT, ADJUSTABLE, (8)CAMLEVER TOWERS, (2) MOLDED IN TOP HANDLES, RECESSED HANDLES ON ALLSIDES, MINIMUM DISH SIZE 5 3/4", MAXIMUM DISH SIZE 8 3/4", 500 LB.CAPACITY, 360° MANEUVERING, INCLUDES VINYL COVER WITH IDENTIFICATION POCKET, (4) 5" NONMARKING CASTERS: (2) EACH RIGID & (2) EACH SWIVELWITH BRAKE, ONE PIECE MOLDED BODY, POLYETHYLENE, SPECKLED GRAY, NSF(SHIPS IN 2 CARTONS)	\$ 914.42	\$ 945.81	\$ 1,023.00	\$ 834.79

7	DISH CART / DOLLY CAMBRO MODEL NO. ADCSC 480S SERIES DISH CADDY, 27"W X 27"D X 31 3/4"H, COMPACT, ADJUSTABLE, (4) CAMLEVER TOWERS, (2) MOLDED IN TOP HANDLES, RECESSED HANDLES ON ALLSIDES, MINIMUM DISH SIZE 9", MAXIMUM DISH SIZE 12", 500 LB. CAPACITY, 360° MANEUVERING, INCLUDES VINYL COVER WITH IDENTIFICATION POCKET, (4) 5" NONMARKING CASTERS: (2) EACH RIGID & (2) EACH SWIVEL WITH BRAKE, ONE PIECE MOLDED BODY, POLYETHYLENE, SPECKLED GRAY, NSF NO SUBSTITUTIONS	\$ 749.55	\$ 755.12	\$ 970.75	\$ 666.49
8	PLATE COVER / CLOCHE AMERICAN METALCRAFT MODEL NO. PC1025S PACKED 24 EA PLATE COVER, 10" TO 10 1/4" DIA., 2"H, ROUND, STANDARD OR ENGLISH FOOT, WITH FINGER HOLE, STAINLESS STEEL, SATIN FINISH	\$ 10.72	\$ 11.19	\$ 10.89	\$ 10.09
9	PLATE, CHINA TUXTON CHINA MODEL NO. ALA 102 PACKED 1 DZ PLATE, 10 1/4" DIA., ROUND, WIDE RIM, ROLLED EDGE, MICROWAVE & DISHWASHER SAFE, OVEN PROOF, FULLY VITRIFIED, LEADFREE, ALASKA, PORCELAIN WHITE	\$ 60.92	\$ 61.01	\$ 54.93	\$ 50.99
10	STEAK KNIFE WINCO MODEL NO. K80P PACKED 25 DZ JUMBO STEAK KNIFE, 9 1/2" O.A.L., 5" BLADE, ROUND TIP, STAINLESS STEEL BLADE, SOLID POM HANDLE (QTY BREAK = 25 DOZEN)	\$ 11.75	\$ 15.45	\$ 12.83	\$ 11.89
11	UNIVERSAL PAN RACK WINCO MODEL NO. ALRK20 SHEET PAN RACK, MOBILE, FULL HEIGHT, (20) 18" X 26" OR (40) 18" X 13" SHEET PANS CAPACITY, 700 LB. CAPACITY, (4) 5" SWIVEL RUBBER CASTERS, 3" RUNNER SPACING, ALUMINUM, KD, NSF (QTY BREAK = 1 EACH)	\$ 151.60	\$ 202.25	\$ 151.88	\$ 142.29
12	45 EA ALRK 20CV SHEET PAN RACK COVER, FOR (20) AND (30) TIER RACKS (QTY BREAK = 4 EACH)	\$ 24.32	\$ 29.36	\$ 24.37	\$ 22.59
13	DINNER SPOON WINCO MODEL NO. 003403 PACKED 25 DZ DINNER SPOON, 7 1/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN)	\$ 14.29	\$ 17.54	\$ 14.55	\$ 13.49
14	DINNER FORK WINCO MODEL NO. 003405 PACKED 25 DZ DINNER FORK, 7 1/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN)	\$ 14.29	\$ 17.54	\$ 14.55	\$ 13.49
15	DINNER KNIFE WINCO MODEL NO. 003408 PACKED 15 DZ DINNER KNIFE, 9", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 15 DOZEN)	\$ 19.03	\$ 23.35	** 1.39	\$ 17.99
16	BUTTER KNIFE / SPREADER WINCO MODEL NO. 003412 PACKED 25 DZ BUTTER SPREADER, 6 5/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN)	\$ 12.85	\$ 15.77	\$ 13.09	\$ 12.19
	Total	\$ 2,332.47	\$ 2,460.80	\$ 2,635.89	\$ 2,115.04
		Awarded		wrong price for item as per vendor	not active vendor at time of bid opening

ADDENDUM

January 29, 2024



RE: City of Mobile Bid #5869 for Kitchen/Dinner Service Items

Please consider the following to be addendum to City of Mobile Bid #5869 Kitchen/Dinner Service Items.

On Bid page 2:

What does "Vendor will need to be able to deliver and set in place all items" mean?

CLARIFICATION:

The vendor will be responsible for all equipment necessary to handle all steps of delivery to the City's designated storage area(s). City will not assist in the unloading of purchased items.

Vendor will be responsible for all the items needed to offload merchandise—including, but not limited to—pallet jacks, hand trucks, dollies, etc.

ADD:

Vendor is to submit with the bid a specific plan showing how the vendor will deliver the items on or before March 1, 2024. The City reserves the right to make the final decision on the delivery plan of the vendor. It is the City's sole discretion to determine if vendor's plan will be able to fulfill delivery requirements set out by the City.

The City has the right to make any and all inquiries to verify vendor's plan of delivery.

If you have any questions, please contact purchasing@cityofmobile.org.

Thank you for your consideration in this matter.

Sincerely,


John Paine
Purchasing Agent
City of Mobile
JP/en

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 2 of 3</p> <p>All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/</p> <p>If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.</p> <p>Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.</p> <p>Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).</p> <p>Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business Licenseand Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>Pricing to be firm for a one-year period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one-year periods.</p>					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

Page_____ of _____

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APPROX QTY: 250- 300 cases of 24

GLASS GOBLET LIBBEY MODEL NO. 3712 PACKED 1 CS BANQUET GOBLET GLASS, 10 1/2 OZ., SAFEDGE® RIM & FOOT GUARANTEE, EMBASSY® (H 5 1/4"; T 2 7/8"; B 2 7/8"; D 3 1/8") (24 EACH PER CASE) NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 200-250 racks

GLASS DISHWASHER RACK VOLLRATH MODEL NO. 5281611 PACKED 3 EA SIGNATURE LEMON DROP™ RACK, FULL SIZE, (30) COMPARTMENTS, TALL, 19 3/4"W X 19 3/4"D X 7"H, (COMPARTMENT SIZE 3 3/16" DIAMETER X 5 11/16"H), POLYPROPYLENE, LIGHT GREEN WITH LIGHT GREEN TOP EXTENDER, NSF, MADE IN USA (REFER TO VOLLRATHFOODSERVICE.COM FOR FULL WARRANTY POLICY) NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 125-150 CASES

DECANTER CARAFE LIBBEY MODEL NO. 97000 PACKED 1 CS WINE DECANTER, 39 3/4 OZ. RIM FULL (33 7/8 OZ. AT FILL LINE), GLASS (H 10 7/8"; T 3 1/2"; B 3 3/4"; D 3 3/4") (12 EACH PER CASE) NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 75-100 racks

GLASS DISHWASHER RACK VOLLRATH MODEL NO. 5275711 PACKED 2 EA SIGNATURE LEMON DROP™ RACK, FULL SIZE, (20) COMPARTMENTS, XXXXTALL, 19 3/4"W X 19 3/4"D X 12 3/4"H, (COMPARTMENT SIZE 3 15/16" DIAMETER X 1 13/8"H), POLYPROPYLENE, LIGHT GREEN WITH LIGHT GREEN TOP EXTENDER, NSF, MADE IN USA (REFER TO VOLLRATHFOODSERVICE.COM FOR FULL WARRANTY POLICY) 20 EA NO IMPRINTING, STANDARD NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 75-80 cases of 12

TABLETOP BASKET TABLECRAFT PRODUCTS MODEL NO. 1176W PACKED 12 EA BASKET, 10" X 6 1/2" X 3", OVAL, HANDWOVEN, POLYPROPYLENE CORD, NATURAL (MUST BE PURCHASED IN MULTIPLES OF 12 EACH) NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 7-12 carts

DISH CART / DOLLY CAMBRO MODEL NO. ADCSC8PKG480
 SSERIES DISH CADDY, 27"W X 27"D X 313/4"H, COMPACT, ADJUSTABLE, (8)
 CAMLEVER TOWERS, (2) MOLDED IN TOP HANDLES, RECESSED HANDLES ON ALL
 SIDES, MINIMUM DISH SIZE 53/4", MAXIMUM DISH SIZE 83/4", 500 LB.
 CAPACITY, 360° MANEUVERING, INCLUDES VINYL COVER WITH IDENTIFICATION
 POCKET, (4) 5" NONMARKING CASTERS: (2) EACH RIGID & (2) EACH SWIVEL
 WITH BRAKE, ONE PIECE MOLDED BODY, POLYETHYLENE, SPECKLED GRAY, NSF
 (SHIPS IN 2 CARTONS)) NO SUBSTITUIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 16-21 carts

DISH CART / DOLLY CAMBRO MODEL NO. ADCSC480
 SSERIES DISH CADDY, 27"W X 27"D X 313/4"H, COMPACT, ADJUSTABLE, (4)
 CAMLEVER TOWERS, (2) MOLDED IN TOP HANDLES, RECESSED HANDLES ON ALL
 SIDES, MINIMUM DISH SIZE 9", MAXIMUM DISH SIZE 12", 500 LB. CAPACITY,
 360° MANEUVERING, INCLUDES VINYL COVER WITH IDENTIFICATION POCKET, (4)
 5" NONMARKING CASTERS: (2) EACH RIGID & (2) EACH SWIVEL WITH BRAKE,
 ONE PIECE MOLDED BODY, POLYETHYLENE, SPECKLED GRAY, NSF NO SUBSTITUIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 188-230 cases of 24

PLATE COVER / CLOCHE
 AMERICAN METALCRAFT MODEL NO. PC1025S PACKED 24 EA
 PLATE COVER, 10" TO 101/4" DIA., 2"H, ROUND, STANDARD OR ENGLISH FOOT,
 WITH FINGER HOLE, STAINLESS STEEL, SATIN FINISH NO SUBSTITUIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 250-300 cases of 12

PLATE, CHINA TUXTON CHINA MODEL NO. ALA102 PACKED 1 DZ
 PLATE, 101/4" DIA., ROUND, WIDE RIM, ROLLED EDGE, MICROWAVE &
 DISHWASHER SAFE, OVEN PROOF, FULLY VITRIFIED, LEADFREE, ALASKA,
 PORCELAIN WHITE NO SUBSTITUIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 192-225 cases of 25 dozen

STEAK KNIFE WINCO MODEL NO. K80P PACKED 25 DZ
JUMBO STEAK KNIFE, 9 1/2" O.A.L., 5" BLADE, ROUND TIP, STAINLESS STEEL
BLADE, SOLID POM HANDLE (QTY BREAK = 25 DOZEN) NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 45-55 racks

UNIVERSAL PAN RACK WINCO MODEL NO. ALRK20
SHEET PAN RACK, MOBILE, FULL HEIGHT, (20) 18" X 26" OR (40) 18" X 13"
SHEET PANS CAPACITY, 700 LB. CAPACITY, (4) 5" SWIVEL RUBBER CASTERS, 3"
RUNNER SPACING, ALUMINUM, KD, NSF (QTY BREAK = 1 EACH) NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 12-24 cases of 4

45 EA ALRK20CV SHEET PAN RACK COVER, FOR (20) AND (30) TIER RACKS (QTY
BREAK = 4 EACH NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 16 -20 cases of 25 dozen

DINNER SPOON WINCO MODEL NO. 003403 PACKED 25 DZ
DINNER SPOON, 7 1/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR
FINISH, STANFORD (QTY BREAK = 25 DOZEN NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 16-20 cases of 25 dozen

DINNER FORK WINCO MODEL NO. 003405 PACKED 25 DZ
DINNER FORK, 7 1/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR
FINISH, STANFORD (QTY BREAK = 25 DOZEN NO SUBSTITUTIONS

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 16-20 cases of 25 dozen

DINNER KNIFE WINCO MODEL NO. 003408 PACKED 15 DZ
DINNER KNIFE, 9", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR
FINISH, STANFORD (QTY BREAK = 15 DOZEN NO SUBSTITUTIONS)

Make _____ Model _____ PRICE PER UNIT \$ _____

APPROX QTY: 16-20 cases of 25 dozen

BUTTER KNIFE / SPREADER WINCO MODEL NO. 003412 PACKED 25 DZ
BUTTER SPREADER, 6 5/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT,
MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN NO SUBSTITUTIONS)

Make _____ Model _____ PRICE PER UNIT \$ _____



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Small

Purpose and Scope of Project:

Conceptual design services for a new community center on DIP.

Amount of Contract:

\$63,000.00

Funding Source

Project # Dauphin Island Parkway - New Community Center - Design Services PR-002-24 **Discretionary Funds**

Project String C0855 Dauphin Island Parkway - New Community Center - Design Services (20002000- **Contract Number:**4889 42200)

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-002-24 DIP new community center design services	Cover Memo	2/6/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/7/2024 - 12:48 PM
Capital	Rhodes, Brenda	Approved	2/8/2024 - 8:57 AM
Legal	Kern, Chris	Approved	2/20/2024 - 10:33 AM

Mayors
Office

Barber, James

Approved

2/22/2024 -
12:39 PM

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember C.j. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Duplantis Design Group, PC.

Project Name: Dauphin Island Parkway – New Community Center
– Design Services

Project Number: PR-002-24

Amount: \$63,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Dauphin Island Parkway - New Community Center - Design Services

CAPITAL PROJECT #: C0855 (20002000-42200)

CONTRACT AMOUNT: \$63,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Conceptual design services for a new community center on DIP.

VENDOR NAME: Duplantis Design Group, PC

VENDOR NUMBER: 298956

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant I Date: 02/01/2024



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

Duplantis Design Group, PC
3703 Old Shel Road
Mobile AL 36603

City of Mobile Business License No.: 118800
Secretary of State Registration No.:000-908-930

for the following Project:
(Name, location and detailed description)

Dauphin Island Parkway – New Community Center – Design Services
1600 Boykin Boulevard
Mobile, Alabama, 36605

PR-002-24

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1835622758)

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7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services, dated December 13, 2023 for: Dauphin Island Parkway – New Community Center, and in Exhibit 1, Insurance Requirements.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

Owner’s program will be identified during design services per consultants fee proposal dated December 13, 2023 respectively

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For new building program and schematic design for a new community center.

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The estimated budget of construction for the community center is Six Million and 00/100 Dollars (\$6,000,000.00)

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

Init.

/

.1 Design phase milestone dates, if any:

Building Program and Schematic Design Completions

.2 Construction commencement date:

Immediately upon receipt of Notice to Proceed

.3 Substantial Completion date or dates:

Within Three Hundred Sixty (360) calendar days from the date of Notice to Proceed (Construction)

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Director, Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

Init.

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

TBD

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBA

.2 Mechanical and Plumbing Engineer:

TBA

.3 Electrical Engineer:

TBA

.4 Commissioning Agent:

TBA

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement,

or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

- .1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee
- .3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

- .1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
- .2 Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

- .1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

- .1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

- .2 Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

- .1 Projects \$0-\$1,000,000, \$1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

- .1 Additional Insured: All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
- .2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- .3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- .4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- .5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.2.8 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

Init.

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Supplemental Services	Responsibility (Architect, Owner, or not provided)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion.
- .5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the

Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the

Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Init.

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N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
 - A. Basic Services Stipulated Sum **\$63,000.00**
- .2 Percentage Basis
(Insert percentage value)

N/A
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifty	percent (50	%)
Design Development Phase	Fifty	percent (50	%)

Total Basic Compensation	one hundred	percent (100	%)
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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Init.

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User Notes:

(1835622758)

- .1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.
- .2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.
- .3 Drawings shall be in AutoCAD version 2020 or later. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 or later. Both should be turned over to Owner at the end of Construction Phase.
- .4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.
- .5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: <https://www.e-builder.net>. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
 - a. Proposal for Architectural Services, Exhibit A, dated December 13, 2023
 - b. Insurance Requirements, Exhibit 1
 - c. Architect's Certificate of Insurance with Endorsements
 - d. Architect's E-Verify Documentation
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[]	AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)
[]	Other Exhibits incorporated into this Agreement: (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

N/A

- .4 Other documents:

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User Notes:

(1835622758)

(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

City of Mobile

Duplantis Design Group, PC

OWNER (Signature)

ARCHITECT (Signature)

William S. Stimpson, Mayor
(Printed name and title)

Stephen M. Viguerie Principal
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

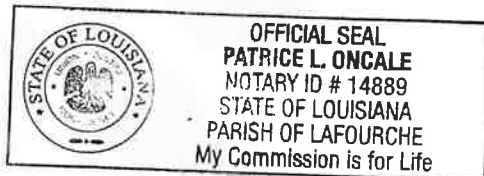
Louisiana
~~STATE OF ALABAMA~~ Parish of Lafourche
~~COUNTY OF MOBILE~~

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Stephen M. Viguerie** as Principal of Duplantis Design Group, PC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of

Owner
Sworn to and subscribed for me this 22nd day of January, 2024.

NOTARY PUBLIC

My Commission Expires: at death



Init.



BROAD VISION. EXPERT FOCUS.

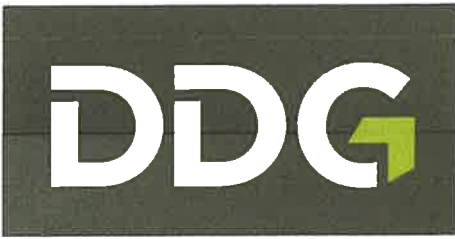
December 13, 2023

DDG Project # 23-1402

ARCHITECTURAL DESIGN SERVICES PROPOSAL

Prepared for:
City of Mobile
Dauphin Island Parkway Community Center
Mobile, AL

WWW.DDGPC.COM



December 13, 2023

Shannon McIntyre, Capital
Improvement Manager
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Shannon.mcintyre@cityofmobile.org

Dauphin Island Parkway
Community Center

DDG Project #: 23-1402

Dear Shannon,

Please allow this letter to serve as our proposal to provide architectural design services for the proposed Community Center located on Dauphin Island Parkway (DIP) in Mobile, AL.

The proposed design services contained herein are based on the information provided from email correspondence, internet-based site reconnaissance.

This document once executed will serve as the design service contract between your organization and DDG inclusive of the following attachments:

01 – Project Overview + Quote + Scope & Deliverables

02 – Assumptions & Exclusions

03 – Standard Rate Sheet + Terms & Conditions

DDG appreciates the opportunity to provide these services to you and is excited about being a part of the design team. If acceptable, please sign in the space provided.

This proposal shall be considered valid for sixty (60) days from the proposal date.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stephen M. Viguerie', is written over a light blue horizontal line.

Stephen M. Viguerie, AIA NCARB, LEED AP BD+C
Principal
Duplant Design Group, PC

ACCEPTANCE OF PROPOSAL

By signing below I hereby certify
that I am authorized to sign this
agreement on behalf of the company
listed above and that I have read and
familiarized myself with this
agreement and all attachments
identified herein.

X: _____

Date: _____

01 PROJECT OVERVIEW + QUOTE + SCOPE & DELIVERABLES

PROJECT OVERVIEW

The scope of the Project is for new construction and/or renovations to the Dauphin Island Parkway (DIP) Community Center. The current budget for the Project is \$6,000,000.00.

DESIGN SERVICES QUOTE

ARCHITECTURAL PROGRAMMING/SCHEMATIC DESIGN SERVICES

Initial stipulated sum of \$63,000.00.

The Initial Stipulated Sum is computed based on 7% of the initial budget amount for the Cost of the Work (\$6,000,000), times Fifteen Percent (15%) of the Basic Architectural Fee for design phase services through Schematic Design.

Compensation may be adjusted accordingly as the budget for the Cost of the Work and Scope of the Project are more fully developed through the Design Phases. Any adjustments will utilize the 7% fee stipulated above.

Upon authorization to commence with Design Development, Construction Documents, Procurement Phase and Construction Phase services by written amendment to this agreement, and upon completion of Procurement Phase services, the fee for basic services for the entire project shall be calculated using the low bid amount in accordance with this section.

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced in addition to the above listed design fees per the Standard Rate Sheet in Section 03. Rates are subject to change. DDG reserves the right to change the rate sheet periodically. If DDG is being compensated based on an hourly agreement, DDG will bill the client based on the new rates established on the modified rate sheet.

ARCHITECTURAL SCOPE & DELIVERABLES

BUILDING PROGRAM

The pre-design and programming phase of the design process is where the actual program for the project is established. This phase includes coordination and participation with the project owner and any/all appropriate design consultants to; identify the building problem, conduct preliminary project research, establish goals and objectives, collect data and analysis, identify strategies, quantitative requirements and document the findings comprehensively into a document called "The Building program". The building program falls under the "Pre-Design" phase of development because it typically is quantitative data and conceptual diagrams that inform the design process. A comprehensive, detailed and accurate building program leads to a clear understanding of the building goals, objectives and requirements and aids in an efficient design process. DDG will provide the following services under this Phase.

- Seek to identify the building design problem.
- Conduct project research – preliminary code and zoning review
- Establish project Goals and Objectives
 - Design concepts
 - Design precedent
 - Project Data and Analysis
 - Project Strategies
 - Quantitative Projects Requirements – spaces, sizes, numbers of occupants
- Document findings into a Building program document.

SCHEMATIC DESIGN

Upon formal written authorization to proceed into the SD phase and receipt of appropriate building program information, DDG will provide complete SD documents for the Owner's review and comment. The process and deliverables for this phase shall be:

- The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- The Architect shall submit to the Owner an estimate of the Cost of the Work.

02 PROJECT ASSUMPTIONS & EXCLUSIONS

PROJECT ASSUMPTIONS

The project assumptions below are believed to be reasonably accurate at the time this proposal was prepared based on the information available. These items are not to be deemed as statements of fact but only assumed parameters used in the preparation of the fees associated with this project. Changes to these parameters during the course of the project may result in decreased or increased fees.

- The Architect shall submit to the Owner an estimate of the Cost of the project based on construction costs of recent similar projects.
- The initial project budget is \$6,000,000.
- DDG will attend 2 workshops to meet with the stakeholders and establish goals for the project. All other required meetings shall be teleconference via Teams.
- DDG will attend one meeting in person to present the final schematic design per the Program developed.
- DDG will provide a max of 2 schematic design options for review.
- The drawings provided will be preliminary in nature and not intended for construction.
- Once schematic design is approved, a fee amendment will be provided to complete the design process, manage bidding and permitting, and construction administration. The fee amendment will be 7% of the architect's estimate of the cost for construction.

PROJECT EXCLUSIONS

- Structural and MEP Engineering services.
- Civil engineering services, other than a preliminary site plan and site analysis.
- Final plans and specifications for bidding and construction.
- Geotechnical Engineering/Investigation
- Topographic and Boundary Surveying
- Value engineering services.
- Detailed cost estimating. Cost estimates will be based on cost per square foot of similar projects recently constructed.

03 STANDARD RATE SHEET + TERMS & CONDITIONS

LABOR CATEGORIES

Executive	\$250.00/hr	GIS Analyst	\$90.00/hr
Senior Principal	\$225.00/hr	Regulatory Specialist III	\$165.00/hr
Principal	\$200.00/hr	Regulatory Specialist II	\$145.00/hr
Business Unit Leader/BULIT	\$190.00/hr	Regulatory Specialist I	\$125.00/hr
Administration	\$80.00/hr	Field Scientist III	\$145.00/hr
Intern	\$80.00/hr	Field Scientist II	\$125.00/hr
Inspector	\$85.00/hr	Field Scientist I	\$110.00/hr
Senior Project Manager	\$165.00/hr	Drone Pilot	\$120.00/hr
Project Manager	\$145.00/hr	Marine Crew	\$190.00/hr
Assistant Project Manager	\$125.00/hr	Hydrographer	\$115.00/hr
Senior Design Manager	\$190.00/hr	Marine Crew Chief	\$120.00/hr
Senior Design Professional	\$165.00/hr	Land Crew	\$180.00/hr
Design Professional	\$145.00/hr	Land Crew Chief	\$110.00/hr
Design Specialist	\$125.00/hr	Survey Tech IV	\$125.00/hr
Senior CAD Designer	\$125.00/hr	Survey Tech III	\$110.00/hr
CAD Designer	\$110.00/hr	Survey Tech II	\$95.00/hr
CAD Technician	\$90.00/hr	Survey Tech I	\$85.00/hr
Design Technician	\$125.00/hr	Senior PLS	\$190.00/hr
Architecture Draftsman	\$90.00/hr	PLS	\$145.00/hr
Designer	\$125.00/hr	LSI	\$125.00/hr
GIS Manager	\$150.00/hr	Crew Manager	\$135.00/hr
GIS Specialist	\$110.00/hr	Survey Coordinator	\$120.00/hr

REIMBURSABLE ITEMS

Vehicle Travel for Project (subject to change based on IRS guidance)	IRS Rate
Transportation, Lodging + Subsistence for Out-of-Town Travel	Cost
Printing	Cost
Photographs, Telecopier, Shipping + Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal, PE, AIA, PLS	Rate x 1.5
Subconsultant Services	Cost + 10%
Pipeline Detectors	
RD8100	\$75.00/day
Drone	\$250.00 / 1/2 Day + \$500.00 / Full Day
Hydro/Marine	
Magnetometer	\$200.00 / day
Applanix IMU	\$300.00 / day
Single Beam	\$200.00 / day
Sub-Bottom Profiler	\$650.00 / day
Slide Scan Sonar	\$425.00 / day
Special Rental Equipment	Rental Cost
All-Terrain Vehicle	\$100.00 / Day
12' Aluminum Boat	\$35.00 / day
24' Crew Boat	\$550.00 - 650.00 / day
26' Crew Boat	\$650.00 - 750.00 / day

EFFECTIVE: AUGUST 2023

* ALL RATES ARE SUBJECT TO CHANGE

TERMS & CONDITIONS

ARTICLE 1 - PAYMENT FOR SERVICES

Client agrees to pay DDG for the performance of the services an amount determined as provided in attachments.

DDG shall invoice Client monthly for services performed during the prior month. DDG's invoices are due and payable net (30) thirty days from the date of the invoice. In the event payment is not received within this term, DDG retains the right to stop all work on the project. DDG stopping work does not relieve Client of payment obligations. Interest will accrue on all invoices past due more than thirty days at an interest rate of 1½ percent per month from the thirtieth day on any unpaid balance, plus attorney's fees for collections. Payment of DDG invoices is not to be contingent upon Client receiving funds from any Third-Party Source and Client's reliance on same shall not be deemed as cause for delay of payment beyond the terms herein.

If Client should question any charge on any invoice, Client shall so notify DDG within ten business days of the receipt of the invoice. If the leadership of DDG and Client are unsuccessful at resolving Client's question, then the matter may be addressed as provided in Article 9. In the event Client should question any charge on any invoice as aforesaid, Client shall nonetheless pay all amounts shown on such invoice which are not in dispute.

Reimbursable expenses (such as travel and accommodations, overnight mail and delivery services, special supplies, and other direct project charged incurred on behalf of the Client), and time required beyond the scope of the items described in Attachments A will be billed in accordance DDG's current rate sheet.

Assisting with project filing or correspondence, archiving old projects and general project organization will be billed as a function of the quoted professional services and not require additional fees. Those tasks may include preparation of various reports, transmittals, contracts, and other project related documents, including coordination with DDG staff on tasks, project status, billing, invoicing, accounts receivable and contract amendments.

ARTICLE 2 - TERMINATION

Client may terminate this contract within five days written notice for convenience. Either DDG or Client may terminate this contract for cause if the other party breaches any material provision hereof and does not cure such breach within ten days after receipt of written notice from the non-breaching party.

In the event of any termination of this contract, regardless of the cause of such termination, Client shall remain liable for the payment of all unpaid charges in accordance with the provisions of this contract for services performed prior to the effective date of termination, as well as for costs and expenses incurred and for services rendered in bringing the work to an orderly conclusion (including third party cancellation charges, if any).

ARTICLE 3 - INSURANCE

DDG shall provide, during the period when it is performing services hereunder, the following minimum insurance as applicable to its operations:

1. Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of \$1,000,000.00.
2. Comprehensive General Liability Insurance on standard bureau form with a combined single limit for bodily injury and property damage of \$2,000,000 each occurrence and \$4,000,000 general aggregate.
3. Comprehensive Automobile Liability Insurance (including owned, non-owned and hired automobiles) with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.
4. Professional Liability Insurance with a combined single limit of \$3,000,000 each occurrence and \$5,000,000 aggregate.
5. If requested, DDG shall furnish certificates of insurance to Client evidencing the coverages indicated above. If the Client request to be named as an additional insured, DDG will provide a certificate evidencing the Client as additional insured if the policy allows the request.
6. DDG reserves the right to invoice Client as a reimbursable expense for the cost associated with a request to increase coverage limits for a particular project.

ARTICLE 4 – STANDARD OF CARE

DDG shall perform the services hereunder in accordance with that degree of professionalism, skill and judgment normally exercised by professional firms performing services of a similar nature. No warranties, express or implied, are made or intended by DDG with respect to the performance of services to the Client.

ARTICLE 5 - TECHNICAL DATA

It is understood that certain electronic files may be transferred between DDG and Client as an aid in the exchange of information during the design process. Such electronic files shall not be regarded as the final product. Hard copies of the final, sealed originals of completed drawings shall govern over electronic files.

Copies of all information, data, designs, plans, drawings, and specifications developed by DDG exclusively for the project and supplied or delivered to Client pursuant to this contract shall be the property of DDG. DDG grants Client a license to utilize the technical data for the purpose of the project pursuant to this contract assuming payments to DDG are in accordance with this agreement. The reuse or modification of these documents by the Client or a third party related to the Client without consent of DDG is prohibited. Client shall indemnify and hold DDG harmless from all claims, damages and expenses including attorney's fees, arising out of the Client's reuse without the permission of DDG.

ARTICLE 6 - ADDITIONAL SERVICES

DDG shall be entitled to additional compensation in the event (i) changes occur in services as requested or approved by Client, (ii) delays or changes in Client provided information or inaccuracies or deficiencies therein which affect services, (iii) changes to laws, codes, regulations or any other federal, state or local requirements or the requirements of any authority having authority to issue permits required for the project which affect services, and (iv) acts of God and any other events outside of DDG's reasonable control.

ARTICLE 7 – PROJECT SCHEDULES

Once DDG has received a fully executed contract, DDG will work towards completion of the project on an agreed upon schedule with the Client. It is acknowledged by DDG and Client that the project schedule is dependent upon factors and entities beyond the control of DDG or the Client, therefore, as the project progresses DDG and the Client shall collectively analyze and review the progression of the project. Additional time to complete DDG's task under the contract will be granted when third party decisions warrant additional time. Also, it is acknowledged between DDG and the Client the timeliness of reviews and approvals from permitting and approval authorities having jurisdiction over DDG's work may cause the project schedule to be compromised and DDG cannot be held responsible for this uncontrollable condition. Certain aspects outside of DDG's control may impact the project schedule, and therefore DDG is not guaranteeing or warranting strict compliance with any schedule. DDG and its Client are aware that many factors outside of DDG's control may affect DDG's ability to complete the services to be provided under the Terms and Conditions and that DDG will perform its services with reasonable diligence and expediency consistent with sound professional practices.

ARTICLE 8 – OPINIONS OF PROBABLE COST

DDG acknowledges Client may request DDG to assist with the development of an opinion of probable cost for the project. DDG will utilize experience with other similar projects to develop an opinion of probable cost, however, it shall be understood by Client actual cost to construct the project may vary significantly from DDG's opinion. Factors which may affect this opinion include but are not limited to local market conditions, availability of required material and trades and time of year the project is put out to bid among other potential factors. If the Client requires more assurance as to the actual cost of the project, Client shall consult with a construction estimating specialist.

ARTICLE 9 – DISPUTE RESOLUTION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to good faith meeting between Client and DDG leadership within 15 days of a claim, dispute, etc. If no Agreement is reached, then the parties hereby agree to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the jurisdiction of where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes, and other matters that are not resolved by mediation shall be the subject to and decided by litigation unless the parties mutually agree otherwise.

ARTICLE 10 - ENTIRE AGREEMENT

This document constitutes the entire agreement between DDG and Client with respect to the services and supersedes all prior written and oral statements, commitments, and undertakings with respect to the services. It is understood and agreed that (a) there are no representations or warranties of any kind except as expressly set forth herein and (b) no waivers or revisions to this contract shall be effective unless made in writing and signed by an authorized representative of each party.

No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and DDG. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Project.

ARTICLE 11 - GOVERNING LAW AND SEVERABILITY

This contract shall be governed, administered and interpreted in accordance with the laws of the State of Louisiana, excluding its conflict of law provisions.

If any word, phrase, clause, article, or other provision of this contract is adjudicated or found to be unenforceable, the said word, phrase, clause, article, or other provision shall be deleted or modified, as necessary to render all the remainder of this contract valid and enforceable. All such deletions or modifications shall be the minimum necessary to affect the foregoing.

ARTICLE 12 – LIMITATION OF LIABILITY

Based on the fees of service by DDG and the relative risk and benefits to the Client and DDG, the Client agrees to the following:

1. In recognition of the relative risks and benefits of the project to both the Client and DDG, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the consultant and DDG's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DDG and DDG's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DDG total fee for services rendered on this project, whichever is lessor. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
2. This shall apply to any claims arising from the Client or anyone associated with the Client due to claims against DDG, including but not limited to for negligence and professional errors and omissions.
3. Under no circumstances shall DDG be liable for lost profits, costs associated with delays in the project due to changed conditions or for cost associated with the means and methods of the contractor or his failure to perform the work in accordance with the construction documents.

ARTICLE 13 – HEADINGS

The headings preceding the text of the several articles hereof are inserted for convenience of reference and shall not constitute part of this contract nor affect its meaning, content, effect, nor be referred to in any interpretation thereof.

ARTICLE 14 – DESCRIPTION OF CLIENT:

The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

ARTICLE 15 – COUNTERPARTS

This contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be but one and the same document.

ARTICLE 16 – DDG PERSONNEL RESPONSIBILITY/CONSTRUCTION ACTIVITIES

The following are basic responsibilities of DDG:

(I) DDG shall not have control over, charge of, or responsibility for the contractors' construction means, methods, techniques, sequences, procedures, or safety programs in connection with the construction activities. (II) DDG is not responsible for the contractor's failure to perform the construction activities. (III) DDG shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing construction activities on the project. (iv) DDG cannot reject work performed at the construction site but is obligated to recommend the rejection of poor-quality work to the Owner when condition of said work is reasonably obvious (v) Review of all major material submittals and fabrication shop drawings is for general compliance. The contractor is responsible for compliance with the contract documents despite any submittal review response or comments.

ARTICLE 17– FIELD OBSERVATIONS/SAFETY

If the scope of services in the proposal includes construction field observations, DDG shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and DDG, in order to observe the general progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow DDG to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Should DDG provide construction field observations at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by DDG does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

04 ADDITIONAL DOCUMENTS

(remove page if none)



Alabama Secretary of State



Duplantis Design Group, Professional Corporation	
Entity ID Number	000-908-930
Entity Type	Foreign Corporation
Principal Address	204 EAST 7TH ST THIBODAU, LA 70301
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Louisiana
Formation Date	03/25/1997
Qualify Date	04/29/1997
Registered Agent Name	REGISTERED AGENT SOLUTIONS INC
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	01/16/2003
Legal Name Changed From	Duplantis Engineering, Inc.
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	03/28/2017
Agent Mailing Address Changed From	* Added
Transaction Date	03/28/2017

Duplantis Design Group, Professional Corporation	
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date	05/25/2017
Registered Agent Changed From	REGISTERED AGENT SOLUTIONS INC 2094 MYRTLEWOOD DRIVE MONTGOMERY, AL 36111
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/29/1997 Certificate of Formation 1 pg.
Document Date / Type / Pages	01/16/2003 Legal Name Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/28/2017 Registered Agent Change 2 pgs.
Document Date / Type / Pages	05/25/2017 Registered Agent Change 1 pg.

[Browse Results](#)
[New Search](#)



Company ID Number: 351178

Approved by:

Employer Duplantis Design Group, PC	
Name (Please Type or Print) Brandon S Guin	Title
Signature Electronically Signed	Date 08/17/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/17/2010



Company ID Number: 351178

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Duplantis Design Group, PC
Company Facility Address	314 East Bayou Road Thibodaux, LA 70301
Company Alternate Address	
County or Parish	LAFOURCHE
Employer Identification Number	721359963
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



DUPLDES-01

GBUSTILLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 231432 Hub International Gulf South 3861 Ambassador Caffery Parkway Suite 550 Lafayette, LA 70503	CONTACT NAME: Lisa Savant	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS: lisa.savant@hubinternational.com	
INSURED Duplantis Design Group, PC 314 East Bayou Road Thibodaux, LA 70301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Beazley Insurance Company	37540
	INSURER B : Houston Specialty Insurance Company	12936
	INSURER C : Navigators Insurance Company	42307
	INSURER D : Manufacturers Alliance Insurance Company	36897
	INSURER E : HDI Global Specialty SE	086486
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Occurrence Basis GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			V35998230101	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HSLR180890700	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HO23LIAZ0F16302	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2023011484005Y	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liabili			FRL-H-P-PL-000025514-01	1/18/2024	1/18/2025	Professional 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobiles with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Gulf South		License # 231432	NAMED INSURED Duplantis Design Group, PC 314 East Bayou Road Thibodaux, LA 70301 Lafourche Parish
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Coverages continued:

General Liability (Marine General Liability) (continued)
Blanket Additional Insured where required by written contract
Blanket Waiver of Subrogation where required by written contract
Blanket Primary and Non-Contributory where required by contract
Sudden & Accidental Pollution - 30 Days Discovery / 90 Days Reporting
1099 Endorsement
In Rem
Worldwide Coverage
Action Over Buyback / Contractual Endorsement
30 Day Notice of Cancellation
Ship Repairers Legal Liability
Stevedores Liability Endorsement
Wharfingers Liability Endorsement

Auto Liability (continued)
Blanket Additional insured where required by contract
Blanket Waiver of Subrogation where required by contract
Blanket Primary & Non Contributory Wording

Workers Compensation - State (Continued)
Blanket Alternate Employer where required by written contract
Blanket Waiver of Subrogation where required by written contract
Blanket 30 Day Notice of Cancellation where required by written contract
Voluntary Compensation and Employers Liability

Umbrella (continued)
Blanket Additional Insured where required by written contract
Blanket Waiver of Subrogation where required by written contract
Blanket Primary and Non-Contributory where required by contract
Worldwide Coverage
30 Day Notice of Cancellation

Workers Compensation - USL&H
Carrier: AMERICAN LONGSHORE MUTUAL ASSOCIATION, LTD
Policy No. ALMA-082423-071410-01
Effective 9/1/2023 - 9/1/2024
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Annual Aggregate
Bodily Injury by Disease \$1,000,000 Each Employee
Includes:
Blanket Waiver of Subrogation Endorsement where required by written contract
Gulf of Mexico Extension Endorsement
Blanket Alternate Employer

Martime Employers Liability
Carrier: Beazley Insurance Company
Policy No: V3599C230101
Effective 9/01/2023-24
Limit \$1,000,000



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Hub International Gulf South		License # 231432	NAMED INSURED Duplantis Design Group, PC 314 East Bayou Road Thibodaux, LA 70301 Lafourche Parish
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Includes:

Jones Act Coverage
Alternate Employer Endorsement
In-Rem Endorsement
30 Day Notice of Cancellation
Death on the High Seas Act
Institute Service of Suite Clause
Blanket Waiver of Subrogation Endorsement, as required by written contract

Professional Liability (continued)

Claims Made

Endorsements: Pollution Liability with PNC; Vicarious Liability; Blanket Waiver of Subrogation where required by written contract

Inland Marine

Policy No. DCE00046-0000

Effective 4/5/2023-4/5/2024

TIV - \$998,880

Hull and Protection & Indemnity (continued)

Blanket Additional Insured where required by written contract

Blanket Waiver of Subrogation where required by written contract

Schedule of Vessels

Vessel Name	Year Built	Serial No.	Hull Value	P&I Limit
Mudboat - Alumnimum Runabout	2010	AWLC0135G910	\$10,000.00	\$1,000,000
Flatboat - Aluminum Runabout	2019	ACBR1424F919	\$600.00	\$1,000,000
Crewboat - Alluminum Workboat	2021	GOK02097C121	\$101,353.00	\$1,000,000
Scully - Steel Worboat	2022	GOK02197J222	\$164,762.00	\$1,000,000

Vessel Pollution

Carrier: Safe Harbor Pollution Insurance

Policy No: V1946833

Effective 9/01/2023-24

Limit: \$5,000,000

(Vessel schedule above)

Blanket Additional Insured where required by written contract

Cyber

Carrier: Travelers Casualty and Surety Company of America

Policy No: 107905266

Effective 9/01/2023-24

Limit: \$1,000,000



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory.

Purpose and Scope of Project:

To accept Change Order No. 1 increasing the original contract by \$336,489.50; the total contract amount will change from \$1,111,786.10 to \$1,448,275.60 with Bay Area Contracting, Inc.

Amount of Contract:

\$1,111,786.10

Funding Source

Project # C0758

Project String 2000.2000.48010

Budget Amendment **REDUCE** **INCREASE** \$336,489.50

Grant Funds

Discretionary Funds

Contract Number:4491

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	2/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	2/21/2024 - 5:22 PM
Capital	Rhodes, Brenda	Approved	2/22/2024 - 10:59 AM
Legal	Kern, Chris	Approved	2/22/2024 - 11:13 AM
Mayors			2/22/2024 -

Office

Barber, James

Approved

12:39 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 2/21/2024

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Bay Area Contracting, Inc.

DISTRICT#: CW 1-7 ☒

DEPT. PROJECT#: 2023-3005-10


REQUEST: Please Add ☒ \$ 336,489.50 from Capital Project#/Title:
C0758 City Wide Facility Parking Lot Resurfacing and Spot Street Repair
to contract# 4491.


Total amount of Change Order: \$ 336,489.50

Current contract amount: \$ 1,111,786.10

Revised contract amount: \$ 1,448,275.60

Comments: Pending approval to furnish necessary labor, materials and equipment to resurface city wide and small sections of street as needed.


Employee signature


Approval signature

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No. 1 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part hereof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company: Bay Area Contracting, Inc.

Project Name: 2023 City of Mobile Facilities Resurfacing and Spot Repairs
COM Project# 2023-3005-10

Estimated Cost: \$336,489.50

Adopted:

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: City Wide Facility Parking Lot Resurfacing and Spot Street Repairs

PROJECT NUMBER: 2023-3005-10

The attached change order number 1 to contract with
Bay Area Contracting, Inc.

dated Feb. 21, 2024 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

 X 5. See attached letter.

 6. Other: _____

REMARKS: _____

John Berry
ENGINEER OR CONSULTANT

MAF
City Engineer

CHANGE ORDER NUMBER 1 DATE 2/21/24

PROJECT NAME AND NUMBER City Wide Facility Parking Lot Resurfacing and Soot Street Repairs
Project No. 2023-3005-10

AT _____

TO Bay Area Contracting, Inc.. P.O. Box 8312, Mobile, AL 36689

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated Feb 21, 2024

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to resurface Hope Community Center, Lyons Parks, Azalea Golf Course, and small sections of street, as needed.

Estimated Over Run (Attachment "A")	\$	336,489.50
Estimated Under Run (Attachment "B")	\$	0.00
Additional Items (Attachment "C")	\$	0.00
Original Contract Price	\$	1,111,786.10
Net total of Previous Change Orders	\$	0.00
Previous Revised Contract	\$	N/A
THIS CHANGE ORDER NUMBER <u>1</u> (ADD)	\$	336,489.50
Revised Contract Price this Date	\$	1,448,275.60

Extension of time resulting from this change order 40

BY:

Mayor

ATTEST:

City Clerk

ACCEPTED BY:

John Meacham
Owner/President Signature
John Meacham
Printed Name

ATTEST:

Tracy Howell
Witness/Secretary Signature
Tracy Howell
Printed Name

2/21/24
Date



Change Order #1
2023-3005-10
City Wide Facility Parking Lot Resurfacing and Spot Street Repairs

Page 1 of 2

February 21, 2024

Nick Amberger, P.E.
City Engineer

Subject: **Change Order #1**
Project: **2023-3005-10 City Wide Facility Parking Lot Resurfacing and Spot Street Repairs**

Mr. Amberger:

Attached for your consideration is a change order request for the above referenced project.

The funding initially set aside for the project budget exceeded the actual construction contract by \$338,213.90. I am requesting that the remainder of the budget be included in the contract in order to fund the resurfacing of additional parks and street patching sites.

The Hope Community Center, Lyons Park, and Azalea City Golf Course need resurfacing and many street patching sites need attention. Upon approval of the change order, the park resurfacing would take priority and any remaining funding would be applied to street patching projects that are too large for our Public Works Maintenance Department to perform. An estimated break down of the funding use is included below.

Table 1. Estimates for Change Order #1 using existing pay items

Hope Community Center	\$45,241.00
Azalea City Golf Course	\$156,747.50
Lyons Park	\$41,949.00
Street Patching Sites (Remainder of funding after park resurfacing)	\$92,552.00
Total Change Order Request	\$336,489.50

Forty additional working days would be added to the contract for the additional work.

I believe it would be in the City of Mobile's and its citizen's best interest to continue with the current contract. I am in favor of the change order due to the existing contract's prices, the contractor's quality of work, and the increasing need for maintenance of the city's parks and



Change Order #1
2023-3005-10

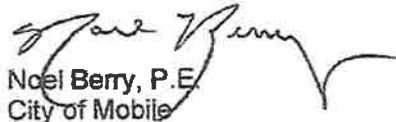
Page 2 of 2

City Wide Facility Parking Lot Resurfacing and Spot Street Repairs

streets. Letting another contract will most likely result in an increase of contract prices and will delay repairs.

Please let me know if further information is required or if you have any questions.

Thank you,


Noel Berry, P.E.
City of Mobile
Engineer III

**ATTACHMENT A
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM OVER RUN**

OWNER: CITY OF MOBILE, ALABAMA

Bay Area Contracting, Inc.

TITLE: City Wide Facility Parking Lot Resurfacing and Spot Street Repairs
Project No. 2023-3005-10

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		OVER RUNS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SY	10,182	\$6.00	\$ 60,972.00	9155.70	\$54,934.20	8675	\$52,050.00
429A000	SUPERPAVE BITUMINOUS WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY)	TON	313	\$134.00	\$ 41,942.00	311.00	\$41,874.00	486	\$65,124.00
429A100	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (150 LBS/SY)	TON	3,588	\$134.00	\$480,792.00	3271.68	\$438,405.12	1491	\$199,794.00
627D000	REMOVAL OF EXISTING AND REPLACEMENT WITH NEW PRECAST CONCRETE PARKING BUMPER CURB (MATCH EXISTING MATERIAL, SIZE, SHAPE)	EACH	96	\$130.00	\$ 12,480.00	20.00	\$2,600.00	3	\$390.00
701A228	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	LF	11225	\$2.60	\$ 28,062.50	2,554	\$6,385.00	6012	\$15,030.00
701A229	SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	LF	1582	\$6.50	\$ 10,153.00	518	\$3,367.00	631	\$4,101.50
TOTALS					\$634,401.50		\$547,365.32		\$336,489.50

TOTAL OVER RUNS FOR CHANGE ORDER No. 1 = \$336,489.50

ENGINEER: _____

PRINTED NAME: _____

CONTRACTOR: Bay Area Contracting, Inc.
John Meacham

PRINTED NAME: John Meacham



AGENDA ITEM SUMMARY SHEET

Agenda of: 3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
2/28/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/8/2024 - 12:03
PM

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Top Cat Limousine, LLC for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Top Cat Limousine, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on February 27, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

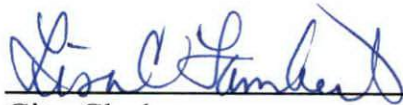
A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted: FEB 14 2024

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk

CITY CLERK DEPARTMENT

2024 FEB -5 PM 9:18



CITY CLERK DEPARTMENT

2024 JAN 35 PM 8:37

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Juanita Mullis individually or on behalf of TOP CAT LIMOUSINE, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Top Cat Limousine, llc. / Top Cat Limo

Business Address:

Telephone:

Trade Name Top Cat Limousine llc /
Top Cat Limo

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address _____ City _____ State / Zip code _____

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 7 Months: 8

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☒ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: same as above
(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

Juanita Mullis - owner			100%
------------------------	--	--	------

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

				
---	--	--	--	--

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☒ *gulf*

Location of terminal/depot or stand & stables: *Airport, Hotels - field*

What will be your days and hours of operation? *on demand - 24 hrs*

How many vehicles (carriages) do you intend to operate? *1*
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: *ESV Escalade*
Make: *Cadillac*
Make: _____

Year: *2018*
Year: *2018*
Year: _____

Model: *Cadilla PM*
Model: *ESV Escalade*
Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Black or Dark Grey SUV - Trade name is Top Cat Limo - with photo of cat w/ attributes of and sophisticated attitude



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.


Applicant's Signature

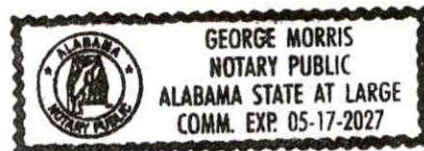
NAME OF ENTITY:

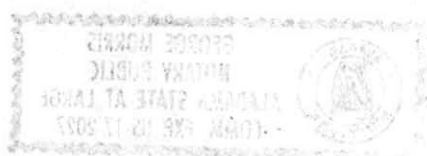
Top Cat Limousine LLC

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
2 DAY OF Feb, 2024


Notary Public





Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: MULLIS, JUANITA ANNE

Address:

Nick Name:

Phone:

Race: W - WHITE

DOB:

Sex: F

Age: 63

Weight: 160

Eyes: HAZEL

Height: 5'08"

Facial:

Hair: BLONDE OR STRAWBERRY

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State:

DL #

DL Type: D

SSN: - - -

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: R. W. H.
DATE: 2-2-24



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
ordinance

Type
Cover Memo

Upload Date
2/29/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/29/2024 -
11:39 AM

AN ORDINANCE TO ANNEX CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF MOBILE

Sponsored by: Councilmember Gina Gregory and Mayor Stimpson

WHEREAS, Arthur W. Faris, Jr. and Jessica L. Faris, husband and wife, are the owners of real property situated in the County of Mobile located at 3865 Remington Court, Mobile, Alabama 36618, said property being described as follows:

LOT 24, REMINGTON SUBDIVISION, ACCORDING TO MAP OR
PLAT THEREOF AS RECORDED IN MAP BOOK 46, PAGE 122 OF
THE PUBLIC RECORDS IN THE OFFICE OF THE JUDGE OF
PROBATE OF MOBILE COUNTY, ALABAMA.

Parcel number: 2304202000004.010

Key number: 2290425

Property address: 3865 Remington Court
Mobile, Alabama 36618

WHEREAS, Arthur W. Faris, Jr. and Jessica Faris have submitted a Petition for Annexation asking that their property be annexed to and become a part of the City of Mobile; and,

WHEREAS, said Petition contained the signatures of all of the owners of the described property and a map of said property showing its relationship to the corporate limits of the City of Mobile; and,

WHEREAS, the property owned by Arthur W. Faris, Jr. and Jessica L. Faris, which is hereinafter described, is contiguous to the corporate limits of the City of Mobile, and does not lie within the corporate limits of any other municipality; and,

WHEREAS, the City Council of the City of Mobile has determined that it is in the public interest that said property be annexed to the City of Mobile and the Council has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, as follows:

1. That the City Council of the City of Mobile finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City, and the citizens of the affected area, to bring the territory described in paragraph 2 of this Ordinance into the corporate limits of the City of Mobile.

2. That the boundary lines of the City of Mobile be, and the same hereby are, altered and rearranged so as to include all the property heretobefore encompassed by the corporate limits of the City, and in addition thereto the following described property, to-wit:

LOT 24, REMINGTON SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 46, PAGE 122 OF THE PUBLIC RECOREDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

Parcel number: 2304202000004.010

Key number: 2290425

Property address: 3865 Remington Court
Mobile, Alabama 36618

A map depicting the property to be annexed is attached hereto and incorporated herein. In the event of a conflict between the attached map and the written description of the property described above, the depiction of the property on the attached map shall control and be given effect.

3. This Ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the Petition of the property owners, shall be filed with the Probate Judge of Mobile County, Alabama.

4. The property described in this Ordinance shall become a part of the corporate limits of the City of Mobile upon publication of this Ordinance as set forth in paragraph 3.

ADOPTED:

CITY CLERK



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS

COUNCILMEMBER JOSH WOODS

Purpose and Scope of Project:

TO ASSIST WITH THE SMOKE ALARM BLITZ IN THE MORNINGSIDE COMMUNITY ON SATURDAY, MARCH 30, 2024.

Amount of Contract:

\$7,931.78

Funding Source

Project # DSC-04/10041020-42080;DSC-06/10041020-42080

Discretionary Funds DSC-04; DSC-06

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
TRANSFER RESOLUTION - MFRD	Cover Memo	2/26/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	2/26/2024 - 9:20 AM

RESOLUTION

Sponsored by: Ben Reynolds, Councilmember District 4
Josh Woods, Councilmember District 6

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$7,931.78 (with Councilmember Reynolds giving \$5,181.78 and Councilmember Woods giving \$2,750.00) be transferred from District 4 and District 6 General Fund, Discretionary Accounts DSC-04 and DSC-06, to the Mobile Fire-Rescue Department's Account 10041514-44020 and will be used to assist with the Smoke Alarm Blitz in the Morningside Community on Saturday, March 30, 2024.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
2/29/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/29/2024 - 9:51
AM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Lounge Retail Liquor Class I License
Submitted by: Gregory Allen Tosspon
Location: The Sticky Rooster
5335 Highway 90
Mobile, AL 36619

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

<u>Date to City Clerk</u>	<u>Application Type</u>	<u>Application Number</u>	<u>License Number</u>	<u>City Council Agenda Date</u>
02/23/2024	NEW APPLICATION	2024 - 5614	126677	March 5, 2024

NOTE: If this letter is altered, or changed in any way, It will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

GREGGORY ALLEN TOSSPON

Trade Name (DBA)

THE STICKY ROOSTER

Location Address

5335 HIGHWAY 90

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____

Date _____



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

<u>Date to City Clerk</u>	<u>Application Type</u>	<u>Application Number</u>	<u>License Number</u>	<u>City Council Agenda Date</u>
02/23/2024	NEW APPLICATION	2024 - 5614	126677	March 5, 2024

NOTE: If this letter is altered, or changed in any way, It will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

GREGGORY ALLEN TOSSPON

Trade Name (DBA)

THE STICKY ROOSTER

Location Address

5335 HIGHWAY 90

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant Signature _____

Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/23/2024	NEW APPLICATION	2024 - 5614	126677	March 5, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

GREGGORY ALLEN TOSSPON

Trade Name (DBA)

THE STICKY ROOSTER

Location Address

5335 HIGHWAY 90

MOBILE

AL 36619

Business Contact Person Information			
Name	Title	Phone	Email
GREGGORY A TOSSPON	OWNER		STICKYVH1993@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **N/A**

What is/was the start date of this business? **03.08.2024**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

<u>Application Date</u> 02/20/2024	<u>Application Type</u> NEW APPLICATION	<u>Application Number</u> 2024 - 5614	<u>License Number Assigned</u> 126677	<u>City Council Agenda Date</u> March 5, 2024
<u>License Type applied for with Alabama ABC Board</u> 010 - LOUNGE RETAIL LIQUOR CLASS I		<u>2nd License Type applied for with Alabama ABC Board</u>		
Business Information				
<u>Legal Business Name</u> GREGGORY ALLEN TOSSPON		<u>Trade Name (DBA)</u> THE STICKY ROOSTER		
<u>Business Structure Type</u> SP - SOLE PROPIETORSHIP	<u>Incorporation Date</u>	<u>Entity ID</u>	<u>State</u>	<u>County</u>
<u>Federal Tax ID (FEIN)</u> 414-98-4342	<u>AL State Tax ID</u> R011965717			
<u>Physical Address of Business (Street Address, Suite #)</u> 5335 HIGHWAY 90		<u>City</u> MOBILE	<u>State</u> AL	<u>Zip Code</u> 36619
<u>Mailing Address for Business (PO Box, Street Name, Suite #)</u>		<u>City</u>	<u>State</u> AL	<u>Zip Code</u>
<u>Primary Business Activity at this location</u> LOUNGE/BAR		<u>If Location Transfer, Previous street Address and Zip Code</u> N/A		
Business Contact Person Information				
<u>Name</u> GREGGORY A TOSSPON	<u>Title</u> OWNER <input type="checkbox"/> POA	<u>Phone</u>	<u>Email</u> STICKYVH1993@GMAIL.COM	
If TRANSFER of license, Previous Licensee Information				
<u>Legal Business Name</u> N/A		<u>Trade Name (DBA)</u>		
<u>License Type</u>		<u>License Number</u>	<u>Any ABC Pending Actions</u>	
Land/Building Information				
<u>Do you own or rent/lease the property?</u> RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED				
<u>Property Owner Name</u> TIMOTHY S CHIMENTO		<u>Prop Owner Phone</u>	<u>Property Owner Email</u> TSCHIMENTO@BELLSOUTH.NET	
<u>Property Owner Address</u> D		<u>City</u>	<u>State</u>	<u>Zip Code</u>
<u>Build Square Footage</u> 3,000	<u>Build Seating Capacity</u> 50	<u>Restroom Facilities</u> YES	<u>Patio Area</u> NO	<u>Structure</u> SINGLE
<u>License Covers</u> ENTIRE STRUCTURE				
<u>Do the premises have a fully equipped and operational kitchen?</u> NO <u>Is the business used to habitually and principally provide food to the public?</u> NO <u>Is the business equipped with services and facilities for on premises consumption?</u> YES <u>Will the business be operated primarily as a package store?</u> NO				

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers		Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) TOSSPON, GREGGORY ALLEN		Title OWNER		Drivers License (State, Number)	
Home Street Address		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile Number
Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?					
NO	If YES, Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC License(s) with any entity in your name?					
NO	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)		
Full Name (Last, First, Middle) N/A		Title		Drivers License (State, Number)	
Home Street Address		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile Number
Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?					
	If YES, Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC License(s) with any entity in your name?					
	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided		
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Drivers License (State, Number)	
Home Street Address		City	State	Zip Code	Phone Number

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

CAT The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

GM The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

GM The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

CAT The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

CAT Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

CAT In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Owner/Applicant Printed Name

Date

Gregory A. Tossan

2-14-24

Owner/Applicant Signature

Title

Gregory A. Tossan

~~2-14-24~~ Owner

Sworn to and subscribed before me this 14th day of FEBRUARY 20 24

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

R SHAWN SKINNER

R Shawn Skinner

November 19, 2025

Notary Stamp



CITY OF MOBILE
REVENUE DEPARTMENT

February 14, 2024



THE STICKY ROOSTER

5335 USHY 90 WEST

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 126677 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1732380	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

02/14/2024 08:12AM JESSICA C
038566-0001

BUSINESS LICENSE

THE STICKY ROOSTER
126677
2024 Item: 1732380
ALCOHOL APPLICATION
FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
TP CC FEE	\$2.50
Total	\$52.50

REVENUE CC \$52.50
MasterCard *****3638
Ref=5ffc801b-b62e-46e9-98b8-3c26efc039c7
Auth=081208

Change due \$0.00

Paid by: LLC/THE STICKY ROOSTER



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240117092840823

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: THE STICKY ROOSTER

Filing Fee: \$50.00

Applicant: GREGGORY ALLEN TOSSPON

Transfer Fee:

Location Address: 5335 HIGHWAY 90 MOBILE AL 36610

Mailing Address:

County: MOBILE Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 03

Type Ownership: INDIVIDUAL

Book, Page, or Document info:

Do you sell Draft Beer?:

Date Incorporated:

State incorporated:

County Incorporated:

Date of Authority:

Federal Tax ID: 99-999999

Alabama State Sales Tax ID: R011965717

Name:	Title:	Date and Place of Birth:	Residence Address:
GREGGORY ALLEN TOSSPON	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: GREGGORY TOSSPON

Business Phone: 2

Fax:

Home Phone: - - - - -

Cell Phone:

E-mail: STICKYVH1993@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240117092840823

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: TIMOTHY CHIMENTO 251-751-5027
What is lessors primary business? FIRE CHIEF
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 21000 Display Square Footage:
Building seating capacity: 50 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240117092840823

Initial each

BAF
BAF

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

BAF

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XXY

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

BAF

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

BAF

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

BAF

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

BAF

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

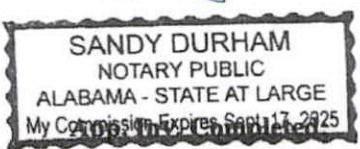
Applicant Name (print): Gregory Allen Tasson

Signature of Applicant:

Gregory Allen Tasson

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 10-20-2023

GREGGORY ALLEN TOSSPAN
5608 COTTAGE HILL RD.
MOBILE, AL 36609 US

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

GREGGORY ALLEN TOSSPAN

Search Completed Result 10-20-2023 E2023293000000340045

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

GREGGORY ALLEN TOSSPON
DBA THE STICKY ROOSTER

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011965717	12/1/2023	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40 23 1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722410

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5335 HIGHWAY 90 W MOBILE AL 36619-4205



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Please see attached Property Record card for
parcel # 33 05 22 3 000 010.001

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Greggory Allen Tasspon

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 30 day of January 2024

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Rebecca Garner

[Signature]

1/5/25

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)



Timothy Sydney Chimento

Greggory Allen Tasspon

Owner of Property (Signature)

Applicant Name (Signature)

[Signature]

[Signature]

Street Address

Street Address

Where Agreement signed

1/30/24

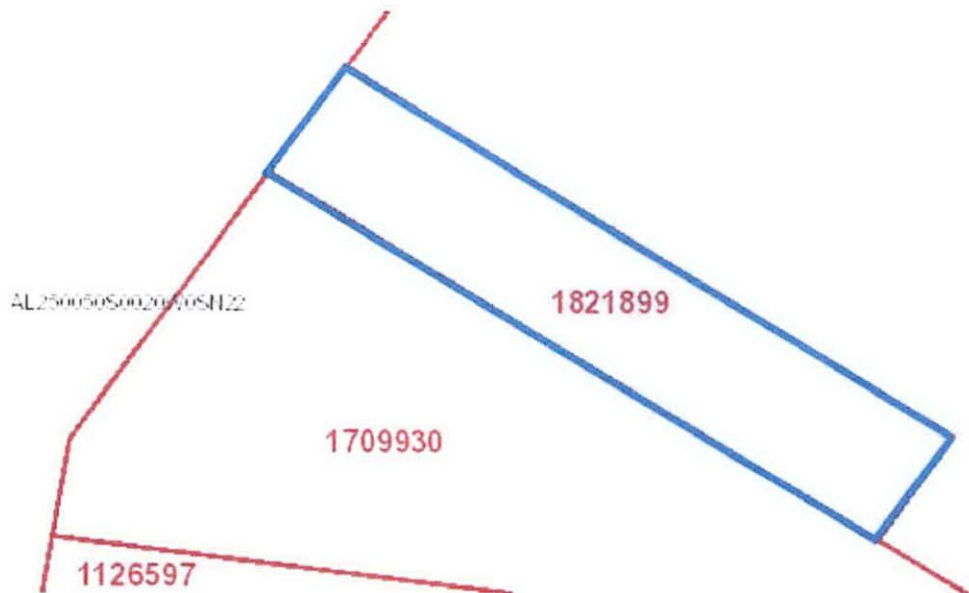
1/30/24

| Application Property Ownership

Mobile County Property Search

Key Number: 1821899 For Year 2023

Map



Property Details

Account

Key Number: 1821899

Legal Description: FROM THE INT OF E RWL OF US HWY 90 (160 FT FROM CNTR/L) WITH S/L OF NOBLE HGTS BLK 1 MBK 3/342 RUN NELY CURVING TO THE RT ALG SD RWL 207 FT M/L TO ANG PT AT CONC R/W MONU TH N 37 DEG 11 MIN E ALG SD RWL 143 FT TO PT FOR POB OF PPTY HEREIN DESC TH CONT 65 FT TO PT TH S 59 DEG 30 MIN 00 SEC E 310 FT TO PT TH S 37 DEG 11 MIN W & PAR TO E RWL OF U S HWY 90 DIS OF 65 FT TO PT TH N 59 DEG 30 MIN W 310 FT TO POB #SEC 22 T5S R2W #MP33 05 22 3 000

Parcel Number: 3305223000010001

Type: Real

Property Class: 2

Location

Address: 5335 HIGHWAY 90 MOBILE, AL 36619

Owner

Name: BAKER MARGARET M & TIMOTHY SYDNEY CHIMENTO

Mailing Address: 5335 HIGHWAY 90 MOBILE, AL 36619

Information for address:
5335 USHY 90 W

• **Parcel Information:**

Key / ID:

[01709930 / R023305223000010.02](#)

Owner:

Ri Se, Llc, a Delaware Attn: Portfolio Management
#2202
11995 El Camino Real

San Diego, Ca 92130

Subdivision:

• **Jurisdiction:**

[City of Mobile](#)

• **Neighborhood Renewal District:**

• **Revenue District:**

4

• **Township/Range/Section:**

5s2w22

• **Tract Census 2010:**

006802

• **Zipcode:**

Mobile

•

Historic District:

N/A

•

XY Location(NAD83 State Plane Al West 102 Ft):

X: 1758363.663

Y: 217148.804

•

Zoning:

[Check zoning on Planning & Zoning](#)

Services:

• **Fire District:**

Fire Station 7 Seelhorst

• **Garbage Pickup Day:**

Friday-West - Route Theo

• **Police Precinct / Beat:**

Precinct - 2 / Beat - 21a

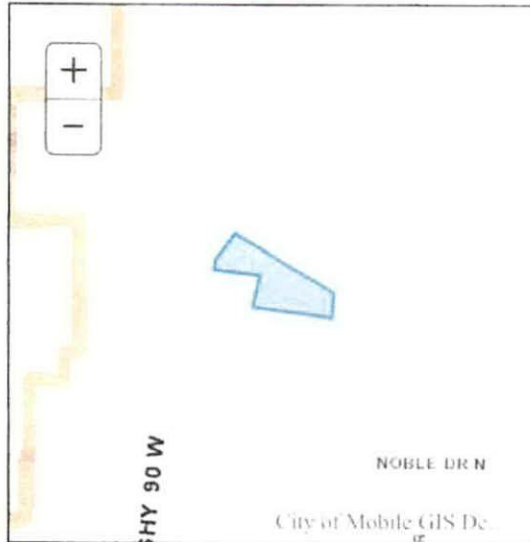
• **Trash Pickup Day/ Unit:**

Wednesday South - biweekly / Td-9

•

Community Action Group:

N/A



Political:

• **City Council District:**

[4 - Ben Reynolds](#)

• **County Commissioner District:** [3](#)

• **State House District:** [104](#)

• **State Senate District:** [35](#)

School:

• **Elementary School District:**

[Burroughs](#)

• **High School District:**

[Theodore](#)

• **Middle School District:**

[Burns](#)

• **School Board District:** [2](#)

Hurricane / Flooding Information:

Please note: the information given is a risk assessment, not a fact that your home will or will not flood.

• **Hurricane Evacuation Zones :**

[Zone 3](#)

•

Flood Zone:

[Check flood zone on City Map](#)

•

Storm Surge Category: N/A

Disclaimer: This document is not a legal document. The information and maps shown on this document were compiled from various sources and subject to constant revision. This document, maps should not be used to determine the relationship of various tax parcels to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.

Commercial Lease Agreement

THIS LEASE AGREEMENT, is made and entered into as of this 1st day of September, 2023, by and between TIMOTHY SYDNEY CHIMENTO (Lessor) and GREGGORY ALLEN TOSSPON (Lessee) having an address of 5608 Cottage Hill Rd. #207, Mobile, Alabama 36609. The effective date of this lease shall be September 01, 2023. The aforementioned shall hereinafter jointly be referred to as the "PARTIES."

WITNESSETH:

Article 1 Leased Premises

In consideration of the rents herein provided and the terms, provisions and covenants hereof, Lessor hereby leases, lets and demises to Lessee the following described premises (hereinafter referred to as the "Leased Premises") being located at the address of 5335 Highway 90, Mobile, Alabama 36619.

The leased premises consists of approximately three thousand (3,000) square feet.

The Lessee shall have the right to sublease the Leased Premises to another party only upon the prior written approval of the Lessor for any portion of the lease term or any renewal of this lease.

Article 2 Term

Subject to and upon the conditions set forth herein, the terms of this Lease (hereinafter referred to as the "Lease Term") shall commence on September 01, 2023 (hereinafter referred to as the "Commencement Date"), and shall continue for one (1) year until August 31, 2024, at which time this Lease shall expire. Immediately upon said date of termination of this Lease, Lessee shall voluntarily surrender the Leased Premises to Lessor.

Article 3 Rent

Lessee agrees to pay in advance to Lessor during the Term hereof, without deduction, setoff, prior notice, or demand, monthly rental (hereinafter referred to as the "Monthly Rental") for the Leased Premises being a rental rate of two thousand five hundred dollars (\$2,500.00) per month. Rent shall be paid on or before the 5th day of each month.

If the rental payment is not received by Lessor on or before ten (10) days after such rent is due, a service charge of five percent (5%) of the rent then due shall become due and payable on demand in addition to the rent owed under this Lease as remuneration for the additional expenses for handling late rentals.

Article 4

Tenants Initials



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Quiet Enjoyment

The Lessor covenants and agrees that Lessee, on paying said monthly rent and performing all the covenants of this Lease on the part of Lessee to be performed herein, shall and may peaceably and quietly hold and enjoy the said Leased Premises.

Article 5 Operating Expenses Adjustments

- A. **Utility Service:** Lessee shall be responsible for all cost of standard utility service including but not limited to water, sewer, electricity and telephone services, including but not limited to initial connection charges and / or deposits, all charges for water, sewer, telephone, and electricity, and all replacement of electric light lamps, tubes, and ballasts used on or in connection with the Leased Premises. Failure by the Lessor to make available these services, or any cessation thereof, resulting from causes beyond the control of the Lessor, shall neither render Lessor liable in any respect for damages to either person or property, nor relieve Lessee from fulfillment of any covenant of this Lease. Should any of the equipment or machinery, under the control of the Lessor, necessary to provide such services break down, or for any cause cease to function properly, Lessor shall use reasonable diligence to repair the same properly.
- B. **Repairs and Maintenance:** The Lessor and Lessee shall maintain the Building and the Leased Premises in good repair and condition according to the following schedule:
- Exterior: Lessee shall, at their expense maintain the exterior of the building, including the roof, walls foundation, walks, parking lot and the structural portion of the premises in good condition and repair. Lessee shall, at its expense also maintain in good condition, the doors and interior of the premises, including electrical wiring and fixtures, plumbing, heating and air conditioning equipment presently in place or added by Lessee or Lessor except when damage is caused by the Lessor, its agent or employee. Lessor does hereby certify that at the commencement of the term of this agreement that the HVAC equipment presently in place is in good working condition.
- C. **Insurance:** Lessor shall pay for fire and extended coverage insurance for the building structure of the Leased Premises. Lessee shall provide fire and extended for coverage insurance personal property and contents as Lessor has no liability for nor responsibility to ensure any property other than the building structure. Lessee shall bear responsibility for any and all property or items installed upon or brought into the Lease Premises and shall insure the same at Lessee's expense.

Tenants Initials

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Article 6
Alterations and Improvements

Lessee shall be allowed to make or allow to be made any alterations or physical additions in or to the Leased Premises without first obtaining the written consent of Lessor. Any and all such alteration, physical additions, or improvements to the Leased Premises, when made by Lessee, shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease, by lapse of time or otherwise; provided, however, this clause shall not apply to movable equipment, partitions, or furniture or kitchen equipment owned by Lessee, which may be removed without damage to the leased premises and lessee may remove the same at the end of the term of this Lease if Lessee is not then in default and if such equipment, partitions, and furniture are not then subject to any other rights, liens, and interests of Lessor hereunder. All damages to the Leased Premises caused by or becoming evident by the removal of such movable equipment, furniture, or partitions or otherwise shall be repaired by Lessee at Lessee's cost prior to surrender of the Leased Premises.

Article 7
Liens

It is expressly covenanted and agreed by and between the Parties hereto that nothing contained in this Lease shall authorize Lessee to do any act which shall in any way encumber the title of Lessor in and to the Building or the land upon which the Building situated, nor shall the interest of estate of Lessor in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by lessee, and any claim to or lien upon the Leased Premises arising from any act of omission of Lessee shall accrue only against the leasehold estate of lessee and shall in all respects be subject and subordinate to the paramount title and right of Lessor in and to the Leased Premises. Lessee will not permit the Leased Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor or material furnished to Lessee or any sublessee in connection with work of any character performed or claimed to have been performed on the Leased Premises by or at the direction of sufferance of Lessee; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Lessee shall give to Lessor such reasonable security as may be demanded by Lessor to ensure payment to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of nonpayment thereof. On final determination of the lien or claim for lien. Lessee will immediately pay any judgment satisfied. In case Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessor to ensure payment thereof, or having commenced to contest the same, and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy and judgment rendered thereon, then Lessor may, at its election and without any requirement that it do so, remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same), and any amounts advanced by lessor for such purposes shall be so much additional rental due from Lessee to lessor on demand, with interest at the highest

Tenants Initials MT

rate allowed by law from the date of payment thereof by Lessor until the repayment thereof by Lessee to Lessor.

Article 8 Fire and Casualty

If the Leased Premises shall be injured or damaged by fire or other causes and should Lessor elect to make repairs to the Leased Premises and complete said repairs within ninety (90) days of the damage, then this Lease shall not be terminated. Should Lessor elect not to rebuild, it may terminate this Lease by written notice to Lessee. In either event, Lessor shall give Lessee written notice of its intention to rebuild or terminate this Lease within thirty (30) days after the event that causes said injury or damage. In no event shall Lessor be liable to Lessee in any respect whatsoever for Lessee's inability to operate its business as a result of any casualty, including but not limited to injury or damage to the Leased Premises caused by fire or other causes.

Lessee shall carry a work / rental interruption insurance policy covering risk of loss due to casualty in an amount not less than the aggregate amount to be paid by Lessee to Lessor or to a third party under the terms of provisions of this Lease, including but not limited to rent, real property taxes, and common area maintenance charges, for a period of twelve (12) months following any occurrence of the said casualty.

Article 9 Waiver of Subrogation

Anything in this Lease to the contrary notwithstanding, the Lessee hereby waives any and all rights to recovery, claim, action, or cause of action against Lessor, his agents, officers, and employees, for any loss or damage that may occur to the Leased Premises hereby demised, or any improvements thereto, or personal property located therein, or said Building of which the Leased Premises are part, or any other cause which coverage insurance policies, regardless of cause or origin, including negligence of the Parties hereto, their agents, officers, and employees. Lessee agrees to make best efforts to have its insurance company waive its subrogation rights under all policies.

Article 10 Condemnation

Lessee agrees that if the said Leased Premises, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any authority, Lessee shall have no claim against the Lessor and shall not have any claim or right to any portion of the amount that may be awarded to the Lessee as damages or paid as a result of such condemnation; all the rights of the Lessee to damages thereof, if any, are hereby assigned by the Lessee to the Lessor. If the condemnation or taking is for the entire Leased Premises, the term of the Lease shall cease and terminate from the date of such governmental taking or condemnation, and the Lessee shall have no claim against the Lessor for the value of any unexpired term of this Lease. Should the taking or condemnation be for a part of the Leased Premises, then at the sole option of the Lessor, this Lease shall not cease and terminate, but continue in full force and effect.

Tenants Initials DAI

Article 11
Usage of Leased Premises

The Leased Premises are to be occupied and used by the Lessee as a restaurant, bar and night club and shall not be used for any other purpose. Use for any other purpose shall constitute a breach of this Lease. Lessee shall not occupy or use, or permit any portion of the Leased Premises to be occupied or used, for any business or purpose which is unlawful, disreputable, or deemed by Lessor to be extra hazardous, or permit anything to be done which in any way will increase the rate of insurance coverage on said Leased Premises, and in the event that, by reason of such acts of Lessee, there shall be any increase in the insurance rates for the building or contents above normal rates, Lessee agrees to pay to Lessor upon receipt of notice, as additional rental, an amount equal to all such increase. Lessee shall conduct its business and control its agents, employees, invitees, and visitors in such a manner as not to create any nuisance.

Article 12
Compliance with Laws, Regulations, and Restrictions

Lessee shall comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal and other agencies, or bodies having any jurisdiction thereof) relating to the use, condition, or occupancy of the Leased Premises. Lessee shall indemnify and save and hold Lessor harmless from lessee's violation of any laws and ordinances.

Article 13
Lessor's Right of Entry

Lessee shall permit Lessor or its agents or representatives to enter into and upon any part of the Leased Premises, at all reasonable hours, to inspect the same, to clean or make repairs, alterations, or additions thereto, as Lessor in its opinion may deem necessary or desirable, or for the purpose of determining Lessee's use thereof or whether an act of default.

Article 14
Parking

Lessee shall be allowed nonexclusive parking as is available at the Lease Premises for the benefit of Lessee, its employees, customers, and visitors and for the benefit of other owners and tenants. Lessor does not provide Lessee with any exclusive or designated parking spaces.

Article 15
Signs and Advertising

The Lessee shall have and shall be allowed sign space as follows:

- A. All signs must be in compliance with the ordinance, rules and regulations

Tenants Initials

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of the City of Mobile, Alabama

- B. All signs must be in compliance with any rules or regulations established by a Lessor and provide to the Lessee at the time of the entry into this Lease or any renewal hereof.

All of the signs are to be in conformity with the building Sign Regulations of the City of Mobile, and Mobile County, Alabama. The county of Mobile Sign Regulations. Any such signs and advertising shall be placed where designated by the Lessor and installed by the Lessee at Lessee's expense. The cost of constructing and placing any exterior sign or signs shall be at Lessee's expense.

Article 16 Transfer by Lessor

If the interest of Lessor under this Lease shall be transferred, whether voluntarily or by reason of foreclosure, voluntary sale, or other proceedings for enforcement of any mortgage on the Leased Premises, Lessee shall be bound to such transferee (herein sometimes called "Purchaser") under the terms, covenants, and conditions of this Lease for the balance of the term hereof remaining and any extensions or renewal hereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Lessor under this Lease, and Lessee does hereby agree to attorn to the Purchaser, including the mortgage under any such mortgage, if it be the Purchaser, as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the lessor under this Lease. The respective rights and obligations of Lessee and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein.

Article 17 Default by Lessee

It shall be an event of default and shall be considered a breach of this Lease by Lessee if one or any of the following shall occur:

- A. Lessee shall make default in the payment of rent or other payment due as herein provided; and such default shall continue for a period of thirty (30) days or more; or default shall be made in any of the other covenants, agreements, conditions, or undertakings herein required to be kept, observed, and performed by lessee, and such other default shall continue for thirty (30) after notice thereof in writing to Lessee; or,
- B. Lessee shall file a petition in voluntary or reorganization bankruptcy or under applicable Chapters of the Federal Bankruptcy Act or similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay

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involuntary bankruptcy proceedings within thirty (30) days as hereinafter provided; or,

C. Lessee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for all of its property or the major part of thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of Lessee or the major part thereof in any involuntary proceedings for the reorganization, dissolution, liquidation, or winding up of Lessee, and such jurisdiction is not relinquished or vacated or stayed on appeal or otherwise within thirty (30) days; or,

D. Lessee shall make an assignment for the benefit of its creditors, or shall vacate or abandon the Leased Premises.

Article 18 Remedies upon Default

If any one or more of the events of default set forth in Article 21 occurs, then Lessor may, at its election:

Give Lessee written notice of its intention to terminate this Lease on the date of such notice or on any later date specified in such notice, and, on the date specified in such notice, Lessor's right to possession of the Leased Premises will cease and the Lease will be terminated (except as to Lessee's liability set forth in this Article 22), as if the date fixed in such notice were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this Article, Lessee will remain liable to Lessor for damages in an amount equal to the rent and other sums which would have been owing by Lessee under this Lease for the balance of the term if this Lease had not been terminated, less the net proceeds, if any, or any relating of the premises by the Lessor subsequent to such termination, and after deduction of all Lessor's expenses set forth in the Lease. Lessor will be entitled to collect such damages from Lessee monthly on the days on which the rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Lessor will be entitled to receive such damages from lessee on each such day. Alternatively, at the option of the Lessor, if this Lease is terminated, Lessor will be entitled to recover from Lessee.

- A. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of such rent loss that Lessee proves could reasonably have been avoided;
- B. The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of such rent loss that Lessee proves could reasonably be avoided; and
- C. Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under

Tenants Initials

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this Lease or which in the ordinary course of things would be likely to result from such failure. The "worth at the time of award" of the amount referred to in clauses (A) and (B) is computed by allowing interest at the highest rate permitted by law. The worth at the time of award of the amount referred to in clause (C) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Atlanta at the time of award,

- D. If Lessor elects to take possession of the premises according to this Lease paragraph without terminating this Lease, Lessee will pay Lessor the rent and other sums which would be payable under this Lease as if such repossession had not occurred, less the net proceeds, if any, of the reletting of the premises after deducting all of Lessor's expenses incurred in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alterations, remodeling and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new Lease term extends beyond the existing term, or the premises covered by such reletting include areas which are not part of the premises, a fair apportionment of the rent received from such reletting and the expense incurred in connection with such reletting will be made in determining the net proceeds received from reletting. In addition, in determining the net proceeds from such reletting, any rent concessions will be apportioned over the term of the new Lease. Lessee will pay such amounts to Lessor under this Lease would have been payable if possession had not been retaken, the Lessor will be entitled to receive the rent and other amounts from lessee on each such day.

Article 19 Waiver of Breach

Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

Article 20 Abandonment

In the event the Lease Premises are abandoned by Lessee, Lessor shall have the right, but not the obligation, to relet the same for the remainder of the term provided for herein and if the rent received through such reletting does not at least equal the rent provided for herein, Lessee shall pay and satisfy any deficiency between the amount of the rent so provided for and that received through reletting, and, in addition thereto, shall pay all expenses incurred in connection with any such reletting, including, but not limited to, the cost of renovation, altering, and decorating for a new occupant. Nothing herein shall be construed as in any way denying Lessor the right in the event of abandonment of said Leased Premises or other breach of this Agreement by Lessee to treat the same as an

Tenants Initials DAI

entire breach and, at Lessor's option, to immediately sue for the entire breach of this Agreement and any and all damages that Lessor suffers thereby.

Article 21 Holding Over

In the event of holding over by Lessee after the expiration or termination of this Lease, such holdover shall be as a tenant at applicable during such period, except that Lessee shall pay Lessor as rental for the period of such holdover an amount equal to twice the rent which would have been payable by Lessee had such holdover period been a part of the original term of this Lease, and Lessee will vacate the Leased Premises and deliver the same to Lessor upon Lessee's receipt of notice from Lessor to vacate said Premises. The rental payable during such holdover period shall be payable to Lessor on demand. No holding over by Lessee shall operate to extend this lease except as herein provided. Lessee agrees to pay Lessor's costs and reasonable attorneys' fees should Lessor expend monies for the removal of Lessee or any of Lessee's property.

Article 22 Attorneys' Fees

In the event Lessee makes default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease and Lessor places the enforcement of this Lease, or any part thereof, of the collection of any rent due or to become due hereunder, or recovery of the possession of the Leased Premises, in the hands of an attorneys. The obligation of Lessee to pay such costs of collections including reasonable attorneys' fees shall apply whether or not suit be brought, and if suit be brought, then at both trial and appellate levels.

Article 23 Hold Harmless

Lessee agrees to defend, indemnify, and hold Lessor harmless against any and all claims, damages, accidents, and injuries to persons or property caused by or resulting from or in connection with any in or pertaining to or upon the Leased Premises.

As a material part of the consideration to be rendered to Lessor under this Lessee or of others located on the Leased Premises or Building, nor for the loss of or damage to any property of Lessee or of others by theft, casualty loss, or otherwise, nor shall Lessor be liable to Lessee for losses arising from the inability of Lessee to operate its business for any reason whatsoever, and Lessee hereby waives all such claims against Lessor and will hold Lessor exempt and harmless for or on account of such damage or injury or damage to persons or property resulting from (but not limited to) fire or explosion on any part of the Leased Premises or Building or from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any place or by dampness or any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other tenants or persons in the building, occupants of adjacent property, or the public, or caused by operations in construction of any private, public, or quasi-public work. All property of the Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee, and Lessee shall hold Lessor harmless from any claims arising out of

Tenants Initials DAT

damage to the same, including subrogation claims by lessee's insurance carriers.

Article 24 Force Majeure

Lessor shall be excused for the period of any delay in the performance of any obligation when the delay is a result of any cause or causes beyond its control, which includes but is not limited to all labor disputes, governmental regulations or control, fire or other casualty, or inability to obtain any material, services, or financing.

Article 25 Notice

All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to the Lessor by direct deposit pursuant to the information provided to Lessee by the Lessor or as otherwise specified at the address set forth below, or such other address as Lessor may specify from time to time. Any notice to Lessor or Lessee shall be by written notice delivered in accordance herewith. Unless otherwise provided to the contrary herein, any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the Parties hereto at the respective addresses set out above or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

Article 26 Estoppel Certificates

Lessee accepts this Lease subject and subordinate to any mortgage now or at any time hereafter constituting a lien or charge upon the Leased Premises. Lessee shall, on demand, execute any instrument which may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or deed or trust.

Upon three (3) day prior written notice from Lessor, Lessee shall execute and deliver to Lessor a statement in writing (1) certifying that this Lease is unmodified and in full force and effect, and dates to which the rent and other charges are paid in advance, if any, and (2) acknowledging that to Lessee's knowledge there are not any uncured defaults on the part of Lessor hereunder and that Lessee has no right of offset, counterclaim, or deduction in rent or specifying such defaults, if any, or claim, together with the amount of any offset, counterclaim, or deduction in rent or specifying such defaults, if any, or claim, together with the amount of any offset, counterclaim, or deduction alleged by Lessee. Any such statement may be relied upon by any prospective purchaser or lender upon the security of the real property of which the Leased Premises are a party. Lessee's failure to deliver said statement within such time shall constitute agreement by lessee (1) that this Lease is in full force and effect without modification except as may be represented by Lessor, (2) that there are no uncured defaults in Lessor's performance and that Lessee has no right of offset, counterclaim, or deduction against rent, and (3) that no more than one

Tenants Initials JAT

Page 10

month's rent has been paid in advance.

Article 27 Liens for Rent

As security for Lessee's payment of rent and all other payments required to be made by lessee hereunder (including, by way of illustration only, excess taxes, damage to the Leased Premises, court costs, and attorneys' fees), Lessee hereby grants to lessor a lien upon all property of Lessee now or hereafter located upon the Leased Premises. If default is made by Lessee in the payment of any sum which may become due hereunder and said sum is not paid within ten (10) days after written notice is given by Lessor to lessee for Lessee's default, Lessor may enter upon the Leased Premises and take possession of said property at public or private sale in one or successive sales, with or without notice, to the highest bidder for cash and on behalf of Lessee, Lessor may sell and convey such property, or any part thereof, to such bidder, delivering to such bidder all of Lessee's title and interest in such property sold to him. The proceeds of such sale shall be applied by Lessor toward the costs thereof then toward the payment of all sums then due by Lessee to Lessor hereunder.

Article 28 Security Agreement

As additional security for the performance of the covenants and obligations herein contained by the Lessee to be performed, the Lessee hereby grants to the Lessor a security interest in all of Lessee's personal property, tangible and intangible. This security interest shall be subordinate to the lien of any chattel mortgage, collateral assignment, or security interest given by Lessee to any financial institution for the purchase or financing of the same. The Lessee agrees to execute any such Uniform Commercial Code forms evidencing said security interests as may be requested by Lessor, and that all remedies afforded by the Uniform Commercial Code in the event of default shall be available to Lessor. If Lessee is in default under this Lease, such personal property shall not be removed from the Leased Premises (except to the extent such property is replaced with an item of equal or greater value) without the written consent of Lessor. It is intended by the parties hereto that this instrument shall have the effect of a security agreement conveying such personal property, and the Lessor, upon the occurrence of an event of default, may exercise any rights of a secured party under the Uniform Commercial Code of the state of Mississippi, including the right to take possession of such personal property and to sell the same at public or private sale, and out of the money derived therefrom, pay the amount due Lessor and all costs arising out of the execution of the provisions of this section, paying the surplus, if any, to Lessee. If personal property, or any portion thereof, shall be offered at a public sale, Lessor may before a purchaser thereof.

Article 29 General

This Lease shall be binding and inure to the benefit of the Parties hereto and their respective heirs, personal representative, successors, and assigns.

Tenants Initials JAT

Page 11

This Lease shall create the relationship of Lessor and Lessee. No estate shall pass out of the Lessor, and the Lessee shall have only a right of use which shall not be subject to levy and sale.

The submission of this instrument for examination or signature by the Lessee does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Lessor and Lessee.

Lessor shall not have the right to transfer and assign, in whole or in part, any of its rights and obligations hereunder in the Building and / or Leased Premises referred to herein without the prior written consent of Lessor.

The captions or headings of the various Articles in this Lease Agreement are for convenience only, and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Time is of the essence of this Lease Agreement.

Any pronouns used in the Lease shall be deemed to include the masculine, feminine, neuter, singular, and plural as appropriate.

This instrument embodies the whole agreement between the Parties, and there are no premises, terms, conditions, or obligations other than those herein contained. This agreement shall supersede all previous communications, representations, proposals, or agreements, either verbal or written, between the parties hereto and not herein contained. This agreement shall not be modified or canceled unless reduced in writing and signed by both parties, properly witnessed, and by direct reference therein made a part hereof.

If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent of the law. This Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Alabama, and the venue of any action shall lie in Mobile County, Alabama.

The Parties hereto further understand and agree that this Lease shall not be recorded in any Public Records of Mobile County, Alabama, except at the option of the Lessor. The Parties also agree, at the options of the Lessor, to execute a short-form lease for recording, containing the names of the parties and such other terms and conditions of the Lease as may be requested by the Lessor.

To the extent permitted by applicable law, Lessor and Lessee hereby waive trial by jury in an action, proceeding, or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with the Lease, the relationship of Lessor and lessee, or Lessee's use or occupancy of the Leased Premises, or any emergency or other statutory remedy with respect hereto.

Tenants Initials DAF

Article 30
Option to Purchase

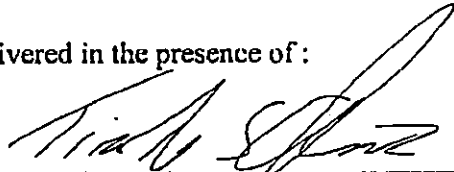
Should at anytime during the term of the lease, Lessor, his agent or partner shall decide to purchase the leased premises and Lessor seller finances the transaction, any and all rent payments paid during the first year of the lease shall be applied to the purchase price of the property.


Tenants Initials YAT

Article 31
Signature Page


IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement
on the day and year first above written.

Signed, sealed, and delivered in the presence of :

 9-1-23
TIMOTHY SYDNEY CHIMENTO LESSOR


Witness

 9-1-23
GREGGORY ALLEN TOSSPON LESSEE


Witness

Tenants Initials 



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

GREGGORY ALLEN TOSSPON

Trade Name (DBA)

THE STICKY ROOSTER

Location Address

5335 HIGHWAY 90

MOBILE AL 36619

Application Number

2024 - 5614

Post Date

02/14/2024

That public hearing on said application has been set before
the City Council @ 1030am on Tuesday

February 20, 2024

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner


In accordance to City of Mobile Code, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

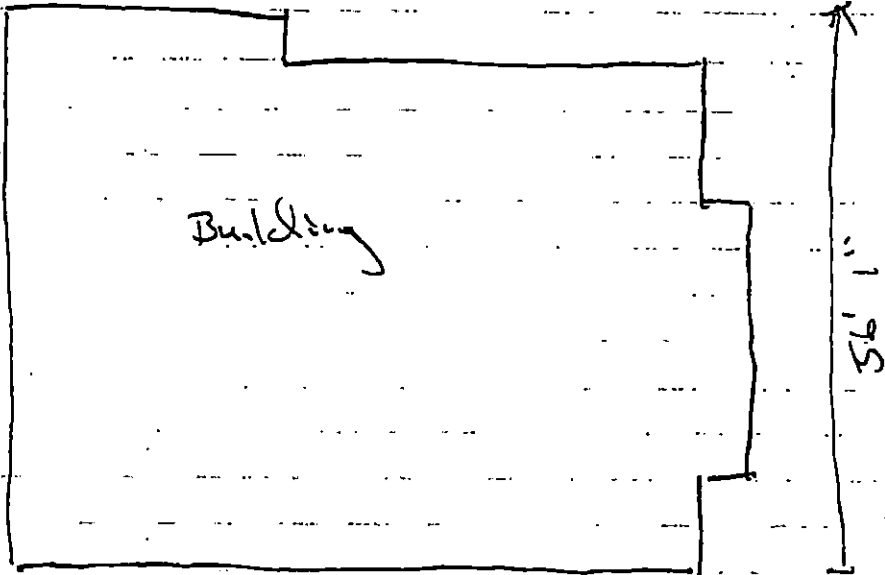
PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

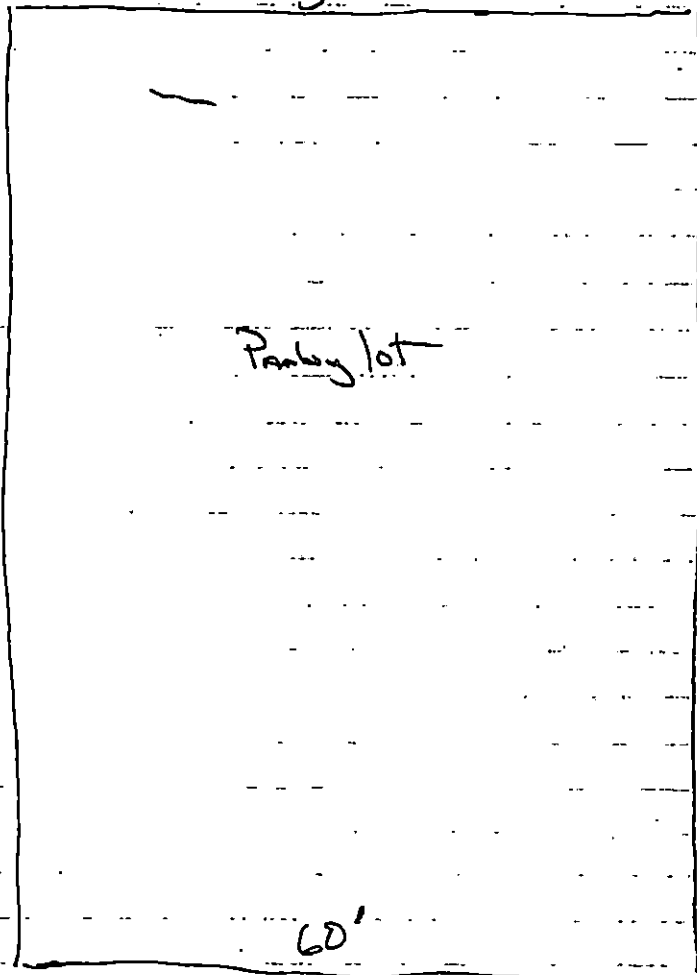
Business Structure <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Corporation	Application Type <input checked="" type="checkbox"/> New Business <input type="checkbox"/> New Owner <input type="checkbox"/> Location Change	Transfer - License? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Relocation Date	Description/Type <input type="checkbox"/> Convenience/Grocery Store <input type="checkbox"/> Hotel <input checked="" type="checkbox"/> Lounge/Bar <input type="checkbox"/> Package Store <input type="checkbox"/> Restaurant <input type="checkbox"/> Other
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply <input checked="" type="checkbox"/> 010 - Lounge Retail Liquor (Class I) <input type="checkbox"/> 011 - Lounge Retail Liquor (Class II) - Package Store <input type="checkbox"/> 020 - Restaurant Retail Liquor <input type="checkbox"/> 040 - Retail Beer (On/Off Premises) <input type="checkbox"/> 050 - Retail Beer (Off Premises Only) <input type="checkbox"/> 060 - Retail Table Wine (On/Off Premises) <input type="checkbox"/> 070 - Retail Wine (Off Premises Only) <input type="checkbox"/> 090 - Wholesale - Beer <input type="checkbox"/> 100 - Wholesale - Wine <input type="checkbox"/> 110 - Wholesale - Beer & Wine <input type="checkbox"/> 140 - Special Events Retail <input type="checkbox"/> 160 - Special Events - More than 30 Days <input type="checkbox"/> 200 Manufacturer <input type="checkbox"/> 220 BrewPub			
Legal Business Name The Sticky Rooster		Trade Name (DBA) The Sticky Rooster	
Company Physical Address (Street Address, Suite #) 5335 Highway 90		City Mobile	State AL
Business Contact Person Information Name Greggory Allen Tosspon		Title Sole Proprietor	Phone Email ickyvh1993@gmail.com
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage 3,000 sqft	Parking Provided 10+	Parking Required 10	Compliance Yes
Comments			
Print Name Payton Rogers	Signature 		Date 2/23/2024

5335

HWY 20
NOBILK
A1



56'

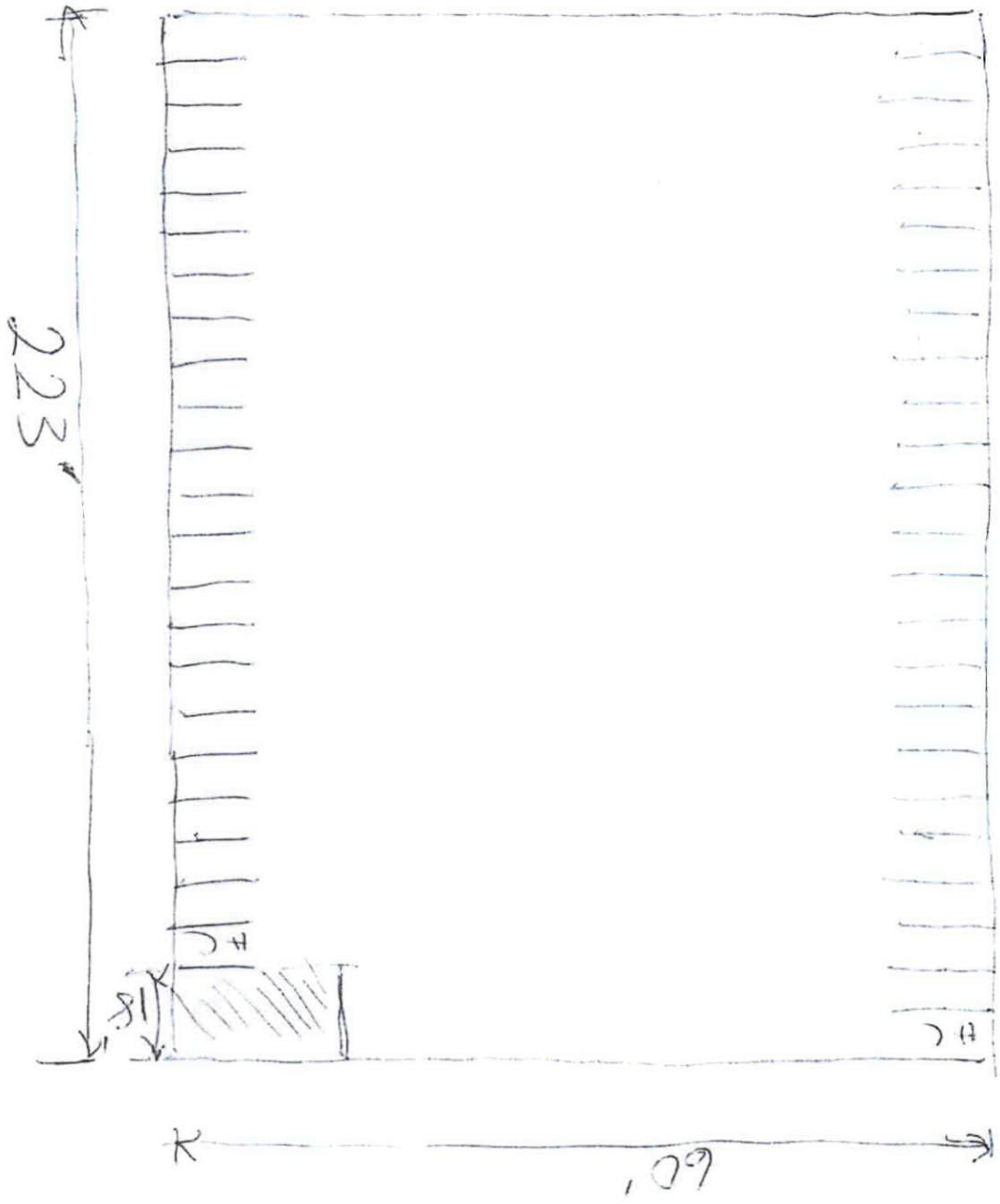


Parby lot

223'

60'

The Sticky Rooster
Parking lot









AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
3/5/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

3/5/2024 - 8:37
AM

60-215

2024

RESOLUTION

Sponsored by: Cory Penn, Councilmember District 1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,800.00 be transferred from District 1's General Fund, Discretionary Accounts DSC-01, to the Athletics/Aquatics Account **10042034-45070** and will be used to assist with the District 1 basketball team's lodging at the ARPA State Championship Games in Gadsden, Alabama.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Engineered Cooling Services for replacement of cooling unit compressor at History Museum.

History Museum HVAC capital

Amount of Contract:

\$22,955.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240229 Engineered Agenda Package POs	Cover Memo	2/29/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/29/2024 - 12:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5744</u>	2024	(3035) FACILITY MAINTENANCE	REPLACE COOLING UNIT COMPRESSOR AT HISTORY MUSEUM (PRICE QUOTE, BELOW BID REQUIREMENT)	\$22,955.00	<u>(294482)</u> <u>ENGINEERED</u> <u>COOLING</u> <u>SERVICES</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005744-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	--

Page 1

Vendor
 ENGINEERED COOLING SERVICES
 4952 TUFTS ROAD

Ship To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36619
 USA
 Tel#251-232-4545

MOBILE, AL 36604
 MYRA.JACKSON@CITYOFMOBILE.ORG

Delivery Reference
 CLIFTON THOMAS

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/24	294482	02/26/24			FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
001 INSTALLATION CHARGE	1.00	22955.00000	22955.00

Additional Description Notes

LABOR AND MATERIAL TO REPAIR CHILLER, RECOVER REFRIGERANT, DISCONNECT AND REMOVE FAILED COMPRESSOR, INSTALL NEW COMPRESSOR, INSTALL NEW CONTACTOR,INSTALL NEW DRIER CORES, LEAK CHECK SYSTEM, EVACUATE SYSTEM AND CHARGE WITH REFRIGERANT. RESTORE POWER AND START UP UNIT.

Vendor Item
 Inventory Item/Loc 12374

1 2000.80.00.0000.0000.0000.0000.44020. E C0908 .OPERSUPPLS.	22955.00
---	----------

Ship To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604
 Delivery Reference
 CLIFTON THOMAS

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total

22955.00

***** Project Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005744-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	--

Page 2

Vendor
 ENGINEERED COOLING SERVICES
 4952 TUFTS ROAD

Ship To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36619
 USA
 Tel#251-232-4545

MOBILE, AL 36604
 MYRA.JACKSON@CITYOFMOBILE.ORG

Delivery Reference
 CLIFTON THOMAS

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/24	294482	02/26/24			FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Account		Amount	Remaining Budget
E C0908 .OPERSUPPLS.		22955.00	207045.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		
	22955.00	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/27/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	02/27/24	CASSIE BOATWRIGHT	
Approved	02/27/24	BRENDA RHODES	
Approved	02/27/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/27/24	RELYA MALLORY	Auto approved by: 910511034
Approved	02/27/24	DONALD ROSE	Approved by: 9105fo1a
Approved	02/27/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/27/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	02/27/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	02/27/24	JOHN PAINE	Auto approved by: 910516727
Approved	02/27/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature

Proposal ID: 41125 Date: 2/5/2024

Engineered Cooling Services

4930 Tufts Road
Mobile, AL 36619
(251) 443-1150

(Hereinafter "Engineered Cooling")

Customer Purchase Order:

City of Mobile

Attention Dexter Prowell
PO Box 1827
Mobile, AL 36633

(Hereinafter "Customer")

Customer Work Order:

PROJECT LOCATION: 111 South Royal, Mobile, AL 36605

PROJECT DESCRIPTION: **Museum of Mobile Compressor Replacement.**

Trane M#RTAA100AYL01A3 S#U00M05891

Check in with customer upon arrival
Review scope of service
Perform proper lock out / tag out procedures
Recover refrigerant
Disconnect and remove failed compressor
Install new compressor
Install new compressor contactor
Install new drier cores
Leak check system
Evacuate and charge with refrigerant
Restore power to the unit
Perform start-up and verify proper operation
Clean work area
Check out with customer

Note: Customer to provide refrigerant

OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. Providing labor before or after our normal business hours of 7:30 a.m. to 4:30 p.m. Monday through Friday.
2. Providing equipment, materials and labor for work not detailed in this project's scope of work.

OUR AMOUNT FOR THIS SCOPE OF WORK IS

\$22,955.00

"This Agreement is the property of Engineered Cooling and is provided for the Customer's use only. Engineered Cooling guarantees the price stated in this Agreement for thirty (30) days from the proposal date."

Engineered Cooling Services

Murphy Jones

Name

Service Manager

Title

2/5/2024

Date

Cliff Thomas

Name

Title

Date



Trane U.S. Inc.
124 East I-65 Service Road N
Mobile, AL 36607
Phone: (251) 665-2999

February 07, 2024

City Of Mobile
ACCTS. PAYABLE PO BOX 389
Mobile, AL 36601-3660
(251) 374-6235

Site Address:
Museum of Mobile
111 South Royal Street
Mobile, AL 36602

ATTENTION: KEITH BRADLEY

PROJECT NAME: City of Mobile history museum compressor

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Museum of Mobile

The following "Covered Equipment" will be serviced at Museum of Mobile:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air cooled chiller	1	Trane			

SCOPE OF SERVICE

Remove faulty compressor and replace it with new.

- Coordinate with customer prior to arrival.
- Perform compressor failure verification check.
- Perform LOTO.
- Recover existing refrigerant.
- Weigh and document amount recovered.
- Provide crane for removal & setting replacement compressor.
- Remove existing compressor and replace it with Trane OEM compressor.
- Flush line & install refrigerant drier cores and install OEM oil.
- Furnish and install new (2) sets of Eaton contact kits.
- Report findings on any lost refrigerant.
- Conduct run tests and monitor performances, report deficiencies if found.
- Clean work area.
- Report to customer.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$28,158.00 USD

CLARIFICATIONS

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.
4. This proposal is valid for 30 days from February 07, 2024.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jerry Horner

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE
Authorized Representative
Printed Name
Title
Purchase Order
Acceptance Date
Trane's License Number: AL-15136



Museum Of Mobile- Compressor Replacement
Quote Prepared by Samuel Stewart II
02/12/2024



PROPOSAL

Account Information

Bill To: CITY OF MOBILE
ATTN GREGG BLAIZE P O BOX 1827
MOBILE AL
USA 36633

Quote Reference Number: 1-10OWRVY4

Project Name: Museum Of Mobile- Compressor Replacement

Site: CITY OF MOBILE
4850 MUSEUM DR
MOBILE AL 36608-1917

Branch Info: JOHNSON CONTROLS GULF COAST CB - 0N52

Attn: Gregg Blaize

Customer Information

Name: Gregg Blaize

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$39,494.21

This proposal is valid through: 03/13/2024

CITY OF MOBILE

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

Johnson Controls proposes to replace the circuit one compressor in RTAA serial number U00M05891. This quote does not include oil or refrigerant. This quote is based on the diagnosis of others and not JCI. Job scope:

- Shut down and lock out the chiller.
- Recover the refrigerant in the circuit.
- Remove and replace the compressor.
- Remove and replace two contactors.
- Remove and replace the drier cores.
- Pull a vacuum on the circuit.
- Charge the system with the recovered refrigerant.
- Cycle the circuit and ensure proper operation.
- Remove all job related debris.

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Helena Chemical Company for herbicides for parks maintenance (lines 2 & 3 of the Requisition)
General fund.

Amount of Contract:

\$17,430.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240226 Helena Agenda Package POs	Cover Memo	2/26/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/29/2024 - 12:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5487</u> <u>(LINES 2 & 3)</u>	2024	(2012) PARKS MAINTENANCE	HERBICIDES FOR PARKS MAINTENANCE (PRICE QUOTE – BELOW BID REQUIREMENT)	\$17,430.00	<u>(83705) HELENA</u> <u>CHEMICAL</u> <u>COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005487-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 910519540 Status: Approved
--	--

Page 1

Vendor

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/24	00000				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
001 HERBICIDES: CERTAINTY HERBICIDE, 1.25 OZ	80.00 EACH	89.69000	7175.20

1 1000.40.20.2030.2012.2005.0000.0000.44020.	7175.20
--	---------

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

002 HERBICIDES: RONSTAR G HERBICIDE, VENDORS QUOTING OXADIAZON, 50 LBS BAGS	220.00 EACH	69.00000	15180.00
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1 1000.40.20.2030.2012.2005.0000.0000.44020.	15180.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005487-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 910519540 Status: Approved	Page 2
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Vendor	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/24	00000				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
003	HERBICIDES: SCEPTOR 70 wdg HERBICIDE, 11.43 OZ	15.00 EACH	150.00000	2250.00
1	1000.40.20.2030.2012.2005.0000.0000.44020.			2250.00
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005487-00 FY 2024 Acct No: 1000.40.20.2030.2012.2005.0000.0000.44020. Review: Buyer: 910519540 Status: Approved
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Page 3

Vendor

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/24	00000				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			24605.20

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.		
PARKS MAINTENANCE EXP	24605.20	467653.45
OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/20/24	KIM CARMODY	Auto approved by: 91055604
Approved	02/20/24	DANIEL OTTO	
Approved	02/26/24	DONALD ROSE	Auto approved by: 910519540
Approved	02/26/24	SANDRA LEWIS	Auto approved by: 910519540
Approved	02/26/24	STEVEN KRONINGER	
Approved	02/26/24	SAMANTHA COOLEY	Auto approved by: 910519540
Approved	02/26/24	JOHN PAINE	Auto approved by: 910519540
Approved	02/26/24	MICHAEL SPAFFORD	Auto approved by: 910519540

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for an EMT certification class for MFRD recruits.

General fund.

Amount of Contract:

\$83,892.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20240226 USA Agenda Package POs	Cover Memo	2/27/2024

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/29/2024 - 12:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual-cost.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>5256</u>	2024	(1510) FIRE ADMINISTRATION	EMT CERTIFICATION CLASS FOR MFRD (PROFESSIONAL SERVICE, INTERGOVERNMENTAL)	\$83,892.00	(281269) <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005256-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRAINING CLASS	1.00 EACH	83892.00000	83892.00

Additional Description Notes

TRAINING CLASS EMT Certification for Spring Semester, Jan 8th – May 3rd
 Per Invoice 202420-7
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	83892.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total	83892.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	83892.00	5144551.85

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00005256-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
--	--

Page 2

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-460-6915
 Fax 251-460-7886

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/15/24	281269				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
FIRE SUPPRESSION DIV EXP		TRAINING

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/23/24	DONALD ROSE	Auto approved by: 910518227
Approved	02/23/24	SANDRA LEWIS	
Approved	02/23/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/23/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/23/24	JOHN PAINE	Auto approved by: 910518227
Approved	02/23/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Chief Paul Prine, MPD

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contract with Canon Solutions of America for rental and maintenance of printers for MPD.

General fund.

Amount of Contract:

Approx \$68,293.53

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2024 MPD Canon Print Agenda Package	Cover Memo	2/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	2/22/2024 - 10:51 AM
Legal	Kern, Chris	Approved	2/28/2024 - 5:43 PM
Legal	Kern, Chris	Approved	2/28/2024 - 5:44 PM

Mayors
Office

Barber, James

Approved

2/29/2024 -
12:16 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Canon Solutions America, for rental of printers and for printer support services and supplies for Police Department as needed in an approximate amount of \$68,293.53 for three years at unit pricing as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A Copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



Order#: _____

valid through 03.31.2024

Order Form
Canon Financial Services
Remit Address: 14904 Collections Center Dr, Chicago, IL 60693
OMNIA PRICING AGREEMENT

BILL TO:

City of Mobile
P.O. Box 389
Mobile, AL 36633

Phone: (251) 208-7434
Contact: Anne Foley
Date: 1/23/2024

SHIP TO:

City of Mobile
MPD Various Locations
See attached schedule A

Phone: (251) 208-1309
Contact: Rodney Greeley
Beginning Meter Read: _____

TERM: 36 month FMV lease agreement under the provisions of OMNIA Contract FI-R0251-18.

RATE: Monthly Copies Excess Charge
Base Charge: \$ 1,386.00 Included Per
3 Yr Equip Total: \$49,896.00 Copy B-\$01834/ C-.1199
Includes base copies
☐ Individual ☒ Fleet

MFG	MODEL	SERIAL #	LOCATION	ACCESSORIES
			See Attached Schedule A	

Bill To:
City of Mobile
PO Box 389
Mobile, AL 36633

TERMS & CONDITIONS

All terms and conditions apply in accordance with the OMNIA Contract #FI-R0251-18 for Multifunctional Device Equipment, Supplies Software & Service Solutions with Canon Solutions America, Inc dated October 1, 2018.

Canon Solutions America, Inc (CSA) shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. CSA agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13-1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an 'unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from. CSA represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Any indemnity provision incorporated herein shall be limited to claims arising from the negligence or wrongful acts of City. Nothing contained in agreement shall be deemed to constitute a waiver by City of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City.

No provision incorporated herein shall operate to limit the statute of limitations for City causes of action authorized by law.



*upfront tax included

LESSEE: William S. Stimpson
DocuSigned By: Doc Team Lead
LESSOR: Chris Shutter
95DAA9061F1A411...
TITLE: Mayor, City of Mobile
DATE: 02/20/2024 | 9:40 AM PST



City of Mobile Police Department NIPA/ Omnia Partners Pricing CFS PO 1/23/24

CUSTOMER NAME
Exhibit A

TODAY's DATE

Installation	Quantity	Equipment Address	Dept / Bldg #	Floor	Department	Location Contact name, Phone & Email	New Model	Accessories	Serial number	Item Codes	Decline Maintenance	Start meter		Covered images		Per image charge in		Unit \$	Monthly Base Charge	Meter method
												Black & white	Color	Black & white	Color	Black & white	Color			
1	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Purchasing	Jennifer Wesson 251-208-1911 wessonj@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
2	1	2460 Government Street Mobile, AL 36606	Headquarters	2	Support Services Captain	Jade Davis 251-208-1709 jade.davis@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
3	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Field Operations West Major	Tonya Jackson 251-208-1704 calhount@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
4	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Admin Support Services Major	Tonya Jackson 251-208-1704 calhount@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
5	4	2460 Government Street Mobile, AL 36606	Headquarters	1	Records Clerk	Kathy Battiste 251-208-1885 kathy.battiste@cityofmobile.org	ICXLBP 1440	ICXLBP 1440, INSTALL PAK LBP/IMAGECLASS,		5952C001 3792V243	N	0	0	0	0	\$0.0183		\$4,245.12	\$ 117.92	IWR Remote
6	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Chief Office	Tonya Jackson 251-208-1704 calhount@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
7	1	2460 Government Street Mobile, AL 36606	Headquarters	2	Digital Compliance	John Spottswood 251-208-1838 john.spottswood@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
8	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Assistant Chief	Tonya Jackson 251-208-1704 calhount@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
9	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Field Operations East Major	Tonya Jackson 251-208-1704 calhount@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
13	1	2460 Government Street Mobile, AL 36606	Headquarters	2	Captain Admistrative Services	John Spottswood 251-208-1838 john.spottswood@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
10	1	2460 Government Street Mobile, AL 36606	Headquarters	2	CID	Jade Davis 251-208-1709 jade.davis@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
11	2	2460 Government Street Mobile, AL 36606	Headquarters	1	Chief Secretary	Tonya Jackson 251-208-1704 calhount@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$2,122.56	\$ 58.96	IWR Remote
12	1	2460 Government Street Mobile, AL 36606	Headquarters	2	CID Captain	Jade Davis 251-208-1709 jade.davis@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
14	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Investigative Operations Major	Tonya Jackson 251-208-1704 calhount@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
15	1	2460 Government Street Mobile, AL 36606	Headquarters	1	NBIN Evidence Locker	Linda Pitts 251-208-1856 linda.pitts@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
16	1	2460 Government Street Mobile, AL 36606	Headquarters	2	Payroll	John Spottswood 251-208-1838 john.spottswood@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
17	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Records Clerk	Kathy Battiste 251-208-1885 kathy.battiste@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
18	1	2460 Government Street Mobile, AL 36606	Headquarters	2	PIO	John Spottswood 251-208-1838 john.spottswood@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote

Installation	Quantity	Equipment Address	Dept / Bldg #	Floor	Department	Location Contact name, Phone & Email	New Model	Accessories	Serial number	Item Codes	Decline Maintenance	Start meter		Covered images		Per image charge in		Unit \$	Monthly Base Charge	Meter method
												Black & white	Color	Black & white	Color	Black & white	Color			
19	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Cyber Bryce	Bryce Ledford 251-208-1852 bryce.ledford@cityofmobile.org	ICXMF1333C	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
20	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Paralegal	James Harred 251-208-1713 james.harred@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0	0	0	0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
21	1	2460 Government Street Mobile, AL 36606	Headquarters	1	Records Warrants	Kathy Battiste 251-208-1885 kathy.battiste@cityofmobile.org	ICXMF 1643IF	ICXMF 1643IF, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5160C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,077.12	\$ 29.92	IWR Remote
22	1	1251 Virginia Street Mobile, AL 36604	Training Academy	1	Secretary	Debra Daniel 251-208-2720 debDaniel@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
23	1	1251 Virginia Street Mobile, AL 36604	Radio Shop	1		John Spottswood 251-208-1838 john.spottswood@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
24	1	1251 Virginia Street Mobile, AL 36604	Impound Lot	1	Sergeant	Robert Hahlen 251-208-2586 robert.hahlen@cityofmobile.com	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0	0	0	0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
25	1	1251 Virginia Street Mobile, AL 36604	Impound Lot	1	Auction	Robert Hahlen 251-208-2586 robert.hahlen@cityofmobile.com	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
26	1	1251 Virginia Street Mobile, AL 36604	Impound Lot	1	Back Office	Robert Hahlen 251-208-2586 robert.hahlen@cityofmobile.com	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
27	1	55 N Water Street Mobile, AL 36602	Central Precinct	1	Captain	Shatonya Nicholson 251-208-2154 shatonya.nicholson@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
28	1	205 Government Street, Floor 10 Mobile, AL 36601	Public Safety	10	Director Laskey	John Spottswood 251-208-1838 john.spottswood@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
29	1	850 St Anthony Street Mobile, AL 36603	Narcotics	2	Captain	Payton Kennedy 251- 208-7235 payton.kennedy@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
30	1	701 Saint Francis Street Mobile, AL 36602	Tactical Intelligence	1	Secretary	Alicia Bates 251-208-6190 alicia.bates@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
31	1	2601 Dauphin Island Parkway, Suite D Mobile, AL 36605	Precinct 1	1	Captain	Renee Whitney 251-208-2579 renee.whitney@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
32	1	5441 Highway 90, Suite 25 Mobile, AL 36619	Precinct 2	1	Captain	Anita Otis 251-208-1200 anita.otis@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
33	1	5441 Highway 90, Suite 25 Mobile, AL 36619	Precinct 2	1	Secretary	Anita Otis 251-208-1200 anita.otis@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
34	1	2165 Saint Stephens Road Mobile, AL 36617	Precinct 3	1	Secretary	Lyanel Muzaly 251-208-800 lyanel.muzaly@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
35	1	2165 Saint Stephens Road Mobile, AL 36617	Precinct 3	1	Captain	Lyanel Muzaly 251-208-800 lyanel.muzaly@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
36	1	2165 Saint Stephens Road Mobile, AL 36617	Precinct 3	1	Front Desk	Lyanel Muzaly 251-208-800 lyanel.muzaly@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote



Installation	Quantity	Equipment Address	Dept / Bldg #	Floor	Department	Location Contact name, Phone & Email	New Model	Accessories	Serial number	Item Codes	Decline Maintenance	Start meter		Covered images		Per image charge in		Unit \$	Monthly Base Charge	Meter method
												Black & white	Color	Black & white	Color	Black & white	Color			
37	1	4851 Museum Drive Mobile, AL 36608	Special Operations	2	Secretary	Necia Seelhorst 251-208-1266 sullivann@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
37	1	4851 Museum Drive Mobile, AL 36608	Special Operations	2	Captain	Necia Seelhorst 251-208-1266 sullivann@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
38	1	7340 Ziegler Blvd Mobile, AL 36608	Communications	1	RCO Grayson	Louis Screws 251-208-1017 I louis.screws@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
39	1	7340 Ziegler Blvd Mobile, AL 36608	Communications	1	RCO Office	Louis Screws 251-208-1017 I louis.screws@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
40	1	8080 Airport Blvd Mobile, AL 36608	Precinct 4	1	Secretary	Belinda Thomason 251-208-1310 belinda.thomason@cityofmobile.org	ICXMF 1238 II	ICXMF 1238 II, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5161C001 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183		\$1,061.28	\$ 29.48	IWR Remote
41	1	8080 Airport Blvd Mobile, AL 36608	Precinct 4	1	Captain	Belinda Thomason 251-208-1310 belinda.thomason@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
42	1	12251 Tanner Williams Road Mobile, AL 36608	Pistol Range	1		Paul Workman 251-649-1088 paul.workman@cityofmobile.org	ICXMF1333C	ICXMF 1333C, INSTALL PAK LBP/IMAGECLASS, PRINTER CONNECTIVITY		5455C003 3792V243 2368V991	N	0.0	0.0	0.0	0.0	\$0.0183	\$0.1199	\$1,061.28	\$ 29.48	IWR Remote
							FINAL TOTALS											\$35,038.08	\$ 1,386.00	

Configuration Acknowledgement

Print Name:
Signature:

Title:
Date:





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Canon Solutions America, Inc. One Canon Park Melville, NY 11747	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Tokio Marine America Insurance Company</td><td>10945</td></tr><tr><td>INSURER B: Sampo America Insurance Company</td><td>11126</td></tr><tr><td>INSURER C: Sampo America Fire & Marine Insurance Comp</td><td>38997</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Tokio Marine America Insurance Company	10945	INSURER B: Sampo America Insurance Company	11126	INSURER C: Sampo America Fire & Marine Insurance Comp	38997	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Tokio Marine America Insurance Company	10945														
INSURER B: Sampo America Insurance Company	11126														
INSURER C: Sampo America Fire & Marine Insurance Comp	38997														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W30937421**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		GLD6404741-13	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AAL30026136801	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU6404740-13	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
	\$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		JCD40017R0	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO Box 389 Mobile, AL 36633	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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ACORD 25 (2016/03)

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SR ID: 24901356

BATCH: 3192173

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization if you are required to do so under a written contract, agreement or permit provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract, agreement or permit.	As required by written contract with a Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

- 2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization if you are required to do so under a written contract, agreement or permit provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract, agreement or permit.	As required by written contract with a Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Canon


Multifunction Devices and Managed Print Services

Canon Solutions America, Inc., a Canon U.S.A. Company, provides industry-leading enterprise, production print and large format solutions supported by exceptional professional and technical services. With the combined technology offerings of Canon Business Solutions and Océ North America, the new Canon Solutions America helps companies of all sizes improve efficiency, be environmentally conscious and control costs through high volume, continuous feed, digital and traditional printing and document management solutions. Canon Solutions America serves education, government entities and nonprofit organizations through their partnership with OMNIA Partners.

Click Your Industry

[Education | Government](#)
[Nonprofit](#)
[Request Information](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

Canon Solutions America holds competitively solicited and publicly awarded cooperative contracts, available to educational institutions and government entities nationwide through OMNIA Partners.

• Multi-Function Copier Devices and Service Solutions

County of DuPage, IL | FI-R0251-18

• Print Goods and Services

University of California, CA | 2020002755

[VIEW CONTRACT DOCUMENTATION](#)
[CONTACT US](#)


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[Decline](#)

Canon Solutions America Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Multi-Function Copier Devices and Service Solutions

County of DuPage, IL

Contract Number: FI-R0251-18

Oct 1, 2018 to Sep 30, 2023

Contract Extended through March 31, 2024

Executive Summary

- [Executive Summary](#)
- [Pricing](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Notice of Award](#)
- [Amendment # 2 - Contract Extension](#)

Solicitation Process

- [Original RFP Document](#)
- [Addendum 1](#)
- [Addendum 2](#)
- [Addendum 3](#)
- [Addendum 4](#)
- [Addendum 5](#)
- [Proof of Publication](#)
- [Proposal Tab](#)

Response Evaluation

- [Response Evaluation Summary](#)
- [AZ Compliance Questionnaire](#)



MULTI-FUNCTION COPIER DEVICES AND SERVICE SOLUTIONS
Executive Summary

Lead Agency: County of DuPage, IL

Solicitation: 18-020-LG

RFP Issued: January 17, 2018

Pre-Proposal Date: February 7, 2018

Response Due Date: May 1, 2018

Proposals Received: #5

Awarded to: Canon Solutions America, Inc. – Contract #FI-R-0251-18

The County of DuPage Procurement Services Division issued RFP #18-020-LG on January 17, 2018, to establish a national cooperative contract for Multi-Function Copier Devices and Service Solutions.

The solicitation included cooperative purchasing language in Sections 6 – SCOPE OF WORK AND SPECIFICATIONS and EXHIBIT A-5:

“The County of DuPage, IL, as the Principal Procurement Agency, as defined in EXHIBIT A-5, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The County of DuPage is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. EXHIBIT A-5 contains additional information on National IPA and the cooperative purchasing agreement.”

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- County of DuPage via DemandStar website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On May 1, 2018 proposals were received from the following offerors:

- Canon Solutions America, Inc.
- Proven IT
- Sharp Electronics Corporation
- Toshiba America Business Solutions, Inc.
- Xerox Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Canon Solutions America, Inc. and proceeded with contract award upon successful completion of negotiations.

The County of DuPage, IL, National IPA and Canon Solutions America, Inc. successfully negotiated a contract, and the County of DuPage executed the agreement with a contract effective date of October 1, 2018.

Contract includes:

A full catalogue offering of Canon Solutions America, Inc. devices, service and related software solutions

Term:

A five-year agreement from October 1, 2018 through September 30, 2023, with a final contract period of September 30, 2023.

Pricing/Discount:

The County of DuPage, IL award includes discounts on the complete line of Canon Solutions America products, services and third-party applications. All units may be designed for each participating agency's specific requirements. Due to the vast array of the offering your local Canon Account Manager will work with you to identify the best solution for your requirements.

Acquisition Options:

- Purchase • Lease (36, 48, 60 months) • CPC Fleet Lease

National IPA Web Landing Pages: <http://www.nationalipa.org/Pages/Contracts-search.aspx?k=Canon>

SECOND AMENDMENT TO CONTRACT RFP 18-020-LG
BETWEEN CANON SOLUTIONS AMERICA, INC.
AND THE COUNTY OF DUPAGE.

This second amendment ("Amendment") dated May 3, 2023 modifies the terms of the Contract RFP 18-020-LG, as amended dated August 14, 2018 (the "Agreement") between the County of DuPage (the "County") and Canon Solutions America, Inc. ("Contractor"). Unless specifically defined herein, capitalized terms shall have the same meaning throughout this Amendment and the Agreement.

The parties hereby agree to modify the Agreement as follows:

1. Section 2.2 of the Agreement is hereby deleted and replaced with the following: "Unless terminated as provided in the Contract, the term of this Contract shall be for a five years and six months beginning on October 1, 2018 and continuing through March 31, 2024".
2. Exhibit 1 under the First Amendment replaced Page 2 of attachment 1.2.b to the Agreement (Contractor's Best and Final Offer dated July 2, 2018). Exhibit 1 is hereby deleted and replaced with Exhibit 2 attached hereto, which shall replace the "Bid Form" set forth in Section 3.2 of the Agreement.
3. The terms of this Amendment shall control over the terms of the Agreement. Except as expressly modified hereby, the Agreement is and shall remain in full force and effect according to its terms.

Dated the day and date first above written.

THE COUNTY OF DUPAGE, ILLINOIS

CANON SOLUTIONS AMERICA, INC.

By:

Mary Catherine Wells

~~James McGuire~~

Procurement Officer

Acting

Chief

Date:

06/15/2023

By:

DocuSigned by:

[Signature]

6E3E4256EA7C4AA

Title:

SVP Sales WTS

Date:

06/19/2023 | 10:06 AM EDT

Attachments: Exhibit 2 - Updated Lease and CPC Pricing, Fleet and Locations





County of DuPage - Exhibit 2

CONTRACT NUMBER	MODEL	EQUIPMENT DESCRIPTION	SERIAL NUMBER	COMMENCE DATE	CONTRACT TERM DATE	DEVICE ADDRESS	DEVICE LOCATION	CITY	ST	ZIP	CFS LEASE PAYMENT	SERVICE CONTRACT #	B&W CPC	Color CPC	FIXED OR STANDARD?
001-0168515-037	IRC5550III	Color Copier	2JG00778	5/28/2019	6/28/2024	420 N COUNTY FARM RD	DUPAGE ADMIN RM 504	WHEATON	IL	60187-3908	\$119.55	2562904	0.00530	\$0.03500	FIXED
001-0168515-037	IRC5550III	Color Copier	2JG02684	5/28/2019	6/28/2024	1471 W JEFFREY DR	PSAP DEPT	ADDISON	IL	60101-4331	\$92.43	2562904	0.00530	\$0.03500	FIXED
001-0168515-037	IRC5550III	Color Copier	2JG03011	5/28/2019	6/28/2024	420 N COUNTY FARM RD	DUPAGE PSAP RM 602	WHEATON	IL	60187-3908	\$104.02	2562904	0.00530	\$0.03500	FIXED
001-0168515-037	IRC5550III	Color Copier	2JG05223	5/28/2019	6/28/2024	420 N COUNTY FARM RD	ETSB RM 201	WHEATON	IL	60187-3908	\$97.01	2562904	0.00530	\$0.03500	FIXED
001-0168515-037	IRC5550III	Color Copier	2JG05232	5/28/2019	6/28/2024	1471 W JEFFREY DR	ADMIN DEPT	ADDISON	IL	60101-4331	\$119.56	2562904	0.00530	\$0.03500	FIXED
001-0168515-037	IR1435IF	B&W Copier	YD802237	5/28/2019	6/28/2024	420 N COUNTY FARM RD	RM 602	WHEATON	IL	60187-3908	\$10.46	2562904	0.01110	N/A	FIXED
001-0168515-037	IR1435IF	B&W Copier	YD803136	5/28/2019	6/28/2024	420 N COUNTY FARM RD	RM 602	WHEATON	IL	60187-3908	\$10.46	2562904	0.01110	N/A	FIXED
001-0168515-037	IR1435IF	B&W Copier	YD803139	5/28/2019	6/28/2024	420 N COUNTY FARM RD	RM 602	WHEATON	IL	60187-3908	\$10.46	2562904	0.01110	N/A	FIXED
001-0168515-037	IR1435IF	B&W Copier	YD803184	5/28/2019	6/28/2024	420 N COUNTY FARM RD	RM 305	WHEATON	IL	60187-3908	\$10.46	2562904	0.01110	N/A	FIXED
001-0168515-037	IR1435IF	B&W Copier	YD803189	5/28/2019	6/28/2024	1471 W JEFFREY DR		ADDISON	IL	60101-4331	\$10.46	2562904	0.01110	N/A	FIXED
001-0168515-037	IR1435IF	B&W Copier	YD803190	5/28/2019	6/28/2024	1471 W JEFFREY DR		ADDISON	IL	60101-4331	\$10.46	2562904	0.01110	N/A	FIXED
001-0168515-037	IR1435IF	B&W Copier	YD803220	5/28/2019	6/28/2024	420 N COUNTY FARM RD	RM 602	WHEATON	IL	60187-3908	\$10.46	2562904	0.01110	N/A	FIXED
001-0168515-037	IR1435IF	B&W Copier	YD803222	5/28/2019	6/28/2024	420 N COUNTY FARM RD	RM 301	WHEATON	IL	60187-3908	\$10.46	2562904	0.01110	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45403	11/14/2018	11/14/2023	410 N COUNTY FARM RD	POWER PLANT RM 1700	WHEATON	IL	60187-3908	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45678	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY RECORDER	WHEATON	IL	60187-3978	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45681	11/14/2018	11/14/2023	503 N COUNTY FARM RD	MARSHALL OFC	WHEATON	IL	60187-3942	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45682	11/14/2018	11/14/2023	501 N COUNTY FARM RD	DOOR 19 PATROL	WHEATON	IL	60187-3942	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45683	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY RECORDER	WHEATON	IL	60187-3978	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45684	11/14/2018	11/14/2023	501 N COUNTY FARM RD FL 2	B-SIDE MEDICAL B-SIDE OF JAIL	WHEATON	IL	60187-3942	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45686	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF QUARTER MASTER	WHEATON	IL	60187-3986	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45687	11/14/2018	11/14/2023	501 N COUNTY FARM RD	CRIME LAB OFCS	WHEATON	IL	60187-3942	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45688	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF ADMIN	WHEATON	IL	60187-3986	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45783	11/14/2018	11/14/2023	421 N COUNTY FARM RM 3-300	FL 3 HR FRONT COUNTER	WHEATON	IL	60187-3978	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45784	11/14/2018	11/14/2023	421 N COUNTY FARM RD	IT STAFF	WHEATON	IL	60187-3992	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45785	11/14/2018	11/14/2023	422 N COUNTY FARM RD	CHILDREN ADVOCACY CTR OPEN AR	WHEATON	IL	60187-3965	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45786	11/14/2018	11/14/2023	421 N COUNTY FARM RD	FRONT PUBLIC DESK IL06005	WHEATON	IL	60187-3992	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45788	11/14/2018	11/14/2023	200 N COUNTY FARM RD-GRND LVL	COUNTY SHERIFF-SWAP	WHEATON	IL	60187-3978	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45871	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 2	RM 2001 COURT RM FAM CTR Foyer	WHEATON	IL	60187-3907	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45928	11/14/2018	11/14/2023	505 N COUNTY FARM RD	CO RECORDER PROBATION OFC 3258	WHEATON	IL	60187-3907	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45929	11/14/2018	11/14/2023	501 N COUNTY FARM RD	COUNTY RECORDER IMAGING	WHEATON	IL	60187-3942	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45930	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	DVU NARCOTICS SECRETARY	WHEATON	IL	60187-3942	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45935	11/14/2018	11/14/2023	501 N COUNTY FARM RD FL 1	EVICTIIONS CIVIL	WHEATON	IL	60187-3942	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45991	11/14/2018	11/14/2023	421 N COUNTY FARM FL 1	RM 1-200 TREASURER	WHEATON	IL	60187-3978	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45992	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY RECORDER	WHEATON	IL	60187-3978	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45993	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY RECORDER	WHEATON	IL	60187-3978	\$15.47	2593182	0.00475	N/A	FIXED



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001-0168515-036	IR1435IF	B&W Copier	RZJ45994	11/14/2018	11/14/2023	421 N COUNTY FARM RD	AUDITOR 3-400 SMALL	WHEATON	IL	60167-3992	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ45996	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY CLERK BSMT VAULT	WHEATON	IL	60187-3992	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR1435IF	B&W Copier	RZJ46034	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY CLERK 421-1-BACK WALL	WHEATON	IL	60187-3992	\$15.47	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02838	11/14/2018	11/14/2023	501 N COUNTY FARM RD	CRIME LAB OFCS	WHEATON	IL	60187-3942	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02847	11/14/2018	11/14/2023	421 N COUNTY FARM RD FL 1	RECORD OF DEEDS 421 L-1400 CTR	WHEATON	IL	60187-3992	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02874	11/14/2018	11/14/2023	400 N COUNTY FARM RD GRD FL	NORTH BLD RM G16 HOUSEKEEPING	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02879	11/14/2018	11/14/2023	400 N COUNTY FARM RD GRD FL	NORTH BLD RM G17 CENTRAL SUPPLY	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02882	11/14/2018	11/14/2023	421 N COUNTY FARM RD	CO RECORDER CO CLERK 1	WHEATON	IL	60187-3978	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02883	11/14/2018	11/14/2023	501 N COUNTY FARM RD	RECORDER JAIL LAW HALLWAY	WHEATON	IL	60187-3986	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02885	11/14/2018	11/14/2023	400 N COUNTY FARM CONVAL CNTR	G309 ADMIN	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02886	11/14/2018	11/14/2023	421 N COUNTY FARM RD BSMT	ARCHITECTURE RM	WHEATON	IL	60187-3992	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02887	11/14/2018	11/14/2023	421 N COUNTY FARM RD	REGIONAL OFFICE OF EDUCATION	WHEATON	IL	60187-3978	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02889	11/14/2018	11/14/2023	421 N COUNTY FARM RD BSMT	FN MAILRM	WHEATON	IL	60187-3992	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02891	11/14/2018	11/14/2023	421 N COUNTY FARM RD	CAFETERIA LOBBY COIN-OP	WHEATON	IL	60187-3992	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02892	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF PATROL ACCREDITATION	WHEATON	IL	60187-3942	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02894	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF NARCOTICS	WHEATON	IL	60187-3986	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02898	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY RECORDER RM 200	WHEATON	IL	60187-3978	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02903	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	2 S NURSING STATION	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02906	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF CRIME LAB HALLWAY	WHEATON	IL	60187-3986	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02910	11/14/2018	11/14/2023	421 N COUNTY FARM RD FL 1	RECORDER OF DEEDS 421 L-1400	WHEATON	IL	60187-3992	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02911	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF CORRECTIONS ADMIN	WHEATON	IL	60187-3986	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02914	11/14/2018	11/14/2023	421 N COUNTY FARM RD FL 1	RECORDER OF DEEDS 421 L-1400	WHEATON	IL	60187-3992	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH02915	11/14/2018	11/14/2023	421 N COUNTY FARM RD	REGIONAL OFFICE OF EDUCATION	WHEATON	IL	60187-3978	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03054	11/14/2018	11/14/2023	505 N COUNTY FARM RD BSMT	CIRCUIT CT RECORDS VAULT RM 36	WHEATON	IL	60187-3907	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03058	11/14/2018	11/14/2023	503 N COUNTY FARM RD	CO RECORDER LAW LIB PERSONAL	WHEATON	IL	60187-3942	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03067	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 3	NW HALLWAY BEHIND 3002 FINANCE	WHEATON	IL	60187-3907	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03069	11/14/2018	11/14/2023	501 N COUNTY FARM RD	FACILITIES MANAGEMENT	WHEATON	IL	60187-3942	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03070	11/14/2018	11/14/2023	11S175 MADISON ST FL 1	KNOLLWOOD PUBLIC WORKS	LISLE	IL	60527-6810	\$22.11	2593182	0.00475	N/A	FIXED



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001-0168515-036	IR4525III	B&W Copier	XWH03073	11/14/2018	11/14/2023	503 N COUNTY FARM RD	RM 337 DETENTION SCREEN TRANSP	WHEATON	IL	60187-3942	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03074	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 3	RM 331 COURT SECURITY	WHEATON	IL	60187-3907	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03077	11/14/2018	11/14/2023	505 N COUNTY FARM RD	NORTHWEST NEW PROGRAMMERS	WHEATON	IL	60187-3907	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03084	11/14/2018	11/14/2023	505 N COUNTY FARM RD	CIRCUIT COURT CRIMINAL TRAFFIC	WHEATON	IL	60187-3907	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03085	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 3	COIN OP FINANCE ESCLTR	WHEATON	IL	60187-3907	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03087	11/14/2018	11/14/2023	503 N COUNTY FARM RD	CO RECORDER LAW LIB CLIENT USE	WHEATON	IL	60187-3942	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03090	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 3	RM 3010	WHEATON	IL	60187-3907	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03092	11/14/2018	11/14/2023	503 N COUNTY FARM RD	CO RECORDER LAW LIB CLIENT USE	WHEATON	IL	60187-3942	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03094	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 4	EAST MISDEMEANOR	WHEATON	IL	60187-3907	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03099	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 3	SOUTH BLDG RM 3323 MDS OFC	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03354	11/14/2018	11/14/2023	140 N COUNTY FARM RD	DOT-140 OFC	WHEATON	IL	60187-3977	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03365	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 3	SOUTH BLDG RM 3301 MEDICAL REC	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03366	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 2	CENTER BLD RM 2214 NURSNG SPVR	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03367	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	FACILITIES MGMT BLDG 1 RM 1500	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03374	11/14/2018	11/14/2023	400 N COUNTY FARM RD GRD FL	SOUTH BLDG RM G306 VOLUNTEER	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03379	11/14/2018	11/14/2023	421 N COUNTY FARM RD	BACK STAFF AREA	WHEATON	IL	60187-3978	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03655	11/14/2018	11/14/2023	180 N COUNTY FARM RD	DOT-180 OFC	WHEATON	IL	60187	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03739	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 1	EAST BLDG RM 1426 1 E SOC SVCS	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4525III	B&W Copier	XWH03740	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 1	CENTER BLDG RM 1216 RECREATION	WHEATON	IL	60187-3908	\$22.11	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04816	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 1	ADULT INVESTIGATION S PROBATIO	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04816	11/14/2018	11/14/2023	501 N COUNTY FARM RD	RECORDS DIVISION	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04819	11/14/2018	11/14/2023	421 N COUNTY FARM FL 1	RM 1-200 TREASURER	WHEATON	IL	60187-3978	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04820	11/14/2018	11/14/2023	421 N COUNTY FARM RD	CREDIT UNION 1-700B 421 BLDG	WHEATON	IL	60187-3992	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04821	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 1	N WINDOW JUVENILE INVESTIGAT	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04822	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 1	PROBATION S ADULT BULLPEN	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04823	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 1	CIRCUIT CT CLERK DATA PROC	WHEATON	IL	60187-3907	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04824	11/14/2018	11/14/2023	505 N COUNTY FARM RD	ACCOUNTING CIRCUIT COURT CLERK	WHEATON	IL	60187-3907	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04825	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 1	PROBATION N WALL DRUG COURT	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04826	11/14/2018	11/14/2023	505 N COUNTY FARM RD 3RD FL	RM 366 CIRCUIT COURT REPORTER	WHEATON	IL	60187-3907	\$43.58	2593182	0.00475	N/A	FIXED

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001-0168515-036	IR4535III	B&W Copier	XVZ04827	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	FELONY CENTRAL	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04830	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	COURT RM 4015	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04831	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	STATES ATTNY CIVIL EAST	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04833	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	COURT RM 4017	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04834	11/14/2018	11/14/2023	2525 CABOT DR	WIA RM 302 FILE RM	LISLE	IL	60532-3629	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04835	11/14/2018	11/14/2023	505 N COUNTY FARM RD	ELDER ABUSE COMMUNITY SVCS	WHEATON	IL	60187-3907	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04836	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 2	OUTSIDE 2011 CHANCERY	WHEATON	IL	60187-3907	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04837	11/14/2018	11/14/2023	2525 CABOT DR	WIA RM 302 HALLWAY	LISLE	IL	60532-3629	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04838	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 4	W ACROSS 451 FELONY DIV RECEP	WHEATON	IL	60187-3907	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04839	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF RECEIVING & #38; DISCHA	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04841	11/14/2018	11/14/2023	501 N COUNTY FARM RD	CIVIL DIVISION OUTSIDE BREAKRM	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04842	11/14/2018	11/14/2023	501 N COUNTY FARM RD	WARRANTS RECEIVING	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ04844	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF KITCHEN	WHEATON	IL	60187-3986	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05670	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COMM SVC LEFT RIGHT SIDE 3-200	WHEATON	IL	60187-3992	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05672	11/14/2018	11/14/2023	422 N COUNTY FARM RD	CHILDRENS ADVOCACY HALLWAY	WHEATON	IL	60187-3965	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05677	11/14/2018	11/14/2023	421 N COUNTY FARM RD	DOT-FRONT	WHEATON	IL	60187-3992	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05703	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	3 CENTER NURSING STATION	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05706	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 3	SOUTH BLDG RM 3317 FINANCE OFC	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05709	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	2 E NURSING STATION	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05710	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	1 N NURSING STATION	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05723	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	1 N NURSING STATION	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05726	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 3	SOUTH BLDG RM 3317 FINANCE OFC	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05728	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	4 N NURSING STATION	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05733	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 1	CENTER BLD RM 1201 OCCUP THPY	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05734	11/14/2018	11/14/2023	400 N COUNTY FARM RD GRD FL	SOUTH BLDG RM G320 PHARMACY	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05735	11/14/2018	11/14/2023	421 N COUNTY FARM FL 1	RM 1-800 VETERANS COMMISSION	WHEATON	IL	60187-3978	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05739	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COMM SVC RIGHT BACK 1 3-200	WHEATON	IL	60187-3992	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05742	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 1	CENTER BLDG RM 1212 PHYS THPY	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05743	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 3	E BY 3013 DOMESTIC DIV RECEP	WHEATON	IL	60187-3907	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4535III	B&W Copier	XVZ05744	11/14/2018	11/14/2023	503 N COUNTY FARM RD	CIVIL DIV OUTSIDE CONF RM	WHEATON	IL	60187-3942	\$43.58	2593182	0.00475	N/A	FIXED



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001-0168515-036	IR4535III	B&W Copier	XVZ05748	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 2	CORONER 414 BLD RECEPTION AREA	WHEATON	IL	60187-3908	\$43.58	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04367	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	ADMINISTRATION NEXT SUPPLY RM	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04368	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF WARRANTS	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04369	11/14/2018	11/14/2023	503 N COUNTY FARM RD	PUBLIC DEFENDER RECEPTION	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04370	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	FINACIAL CRIMES	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04371	11/14/2018	11/14/2023	2525 CABOT DR	WIA RM 302 FILE RM	LISLE	IL	60532-3629	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04373	11/14/2018	11/14/2023	501 N COUNTY FARM RD	DR2 JAIL MEDICAL RECORDS	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04374	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COMM SVC LEFT EAST 3-200	WHEATON	IL	60187-3992	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04376	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 3	E BY 3005 DOMESTIC DIV RECEP	WHEATON	IL	60187-3907	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04377	11/14/2018	11/14/2023	421 N COUNTY FARM RD	ADMINISTRATOR	WHEATON	IL	60187-3978	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04379	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 4	STATES ATTNV FELONY CT RM 4004	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04380	11/14/2018	11/14/2023	120 N COUNTY FARM RD FL G	ANIMAL CONTROL ADMINISTRATION	WHEATON	IL	60187-3905	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04381	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	CT RM 4014	WHEATON	IL	60187-3907	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04382	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 1	EAST BLDG RM 1401 1 E BREAKRM	WHEATON	IL	60187-3908	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04383	11/14/2018	11/14/2023	7900 S RT 53	PUBLIC WORKS RECEIVING	WOODRIDGE	IL	60517-3277	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04384	11/14/2018	11/14/2023	421 N COUNTY FARM RD	DOT-BACK	WHEATON	IL	60187-3992	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04385	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	3 N NURSING STATION	WHEATON	IL	60187-3908	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04387	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	1 E NURSING STATION	WHEATON	IL	60187-3908	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04388	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	STATES ATTNV FELONY RM 4006	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04392	11/14/2018	11/14/2023	503 N COUNTY FARM RD RM 4012	FL2 INVESTIGATION STATES ATTNV	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04393	11/14/2018	11/14/2023	2525 CABOT DR	WIA RM 302 FILE RM	LISLE	IL	60532-3629	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04395	11/14/2018	11/14/2023	505 N COUNTY FARM RD	S CIVIL CIRCUIT COURT	WHEATON	IL	60187-3907	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04396	11/14/2018	11/14/2023	421 N COUNTY FARM RD	RM 3-400 FINANCE DEPT	WHEATON	IL	60187-3978	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04397	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY RECORDER RM 200	WHEATON	IL	60187-3978	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04398	11/14/2018	11/14/2023	503 N COUNTY FARM RD	COURTRM 4000	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04399	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	COURTRM 4010 ANNEX	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04401	11/14/2018	11/14/2023	501 N COUNTY FARM RD	DETECTIVES	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04403	11/14/2018	11/14/2023	421 N COUNTY FARM RD	STORMWATER	WHEATON	IL	60187-3992	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04405	11/14/2018	11/14/2023	501 N COUNTY FARM RD	RADIO RM	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04409	11/14/2018	11/14/2023	421 N COUNTY FARM RD	CO RECORDER CO CLERK BACK WALL	WHEATON	IL	60187-3978	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04415	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF SQUAD ROOM	WHEATON	IL	60187-3942	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04417	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	RECEPTION BLDG G RM G341	WHEATON	IL	60187-3908	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4545III	B&W Copier	XVR04418	11/14/2018	11/14/2023	400 N COUNTY FARM RD CONV CNTR	MED RECORDS FL G RM G337	WHEATON	IL	60187-3908	\$56.39	2593182	0.00475	N/A	FIXED



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001-0168515-036	IR4545III	B&W Copier	XVR04649	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 2	LAW DIVISION S NEAR 229	WHEATON	IL	60187-3907	\$56.39	2593182	0.00475	N/A	FIXED
001-0168515-036	IR4551III	B&W Copier	XVJ03340	11/14/2018	11/14/2023	501 N COUNTY FARM RD FL 1	MASTER CONTROL B-SIDE OF JAIL	WHEATON	IL	60187-3942	\$35.12	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01595	11/14/2018	11/14/2023	421 N COUNTY FARM RD	SPVR OF ASSESSMENTS 421 1-100	WHEATON	IL	60187-3992	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01603	11/14/2018	11/14/2023	421 N COUNTY FARM RD	FINANCE RM 3-400-MIDDLE	WHEATON	IL	60187-3992	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01605	11/14/2018	11/14/2023	421 N COUNTY FARM RM 3-300	FL 3 HR BACK WINDOW	WHEATON	IL	60187-3978	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01607	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 1	CENTER BLDG DINING SVCS OFCS	WHEATON	IL	60187-3908	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01610	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COMM SVCS FRONT RIGHT 3-200	WHEATON	IL	60187-3992	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01614	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY CLERK	WHEATON	IL	60187-3978	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01897	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	RECORDS FILE RM 204	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01902	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 1	PROBATION PRETRIAL AREA	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01906	11/14/2018	11/14/2023	503 N COUNTY FARM RD 2ND	STATES ATTN JUVENILE SVU	WHEATON	IL	60187-3942	\$87.00	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01907	11/14/2018	11/14/2023	503 N COUNTY FARM RD	PROBATION JUV BULLPEN RM 129	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01909	11/14/2018	11/14/2023	501 N COUNTY FARM RD	JAIL ENTR CIVIL DIV RM ON RIGHT	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01915	11/14/2018	11/14/2023	503 N COUNTY FARM RD	PUBLIC DEFENDER SOUTH EAST	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01917	11/14/2018	11/14/2023	501 N COUNTY FARM RD FL 2	JUST OFC B-SIDE OF THE JAIL	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01918	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	STATES ATTN CIVIL COPY RM K30	WHEATON	IL	60187-3942	\$87.00	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01920	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	MISDEMEANOR1	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01923	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	INVESTIGATIONS 228	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01924	11/14/2018	11/14/2023	503 N COUNTY FARM RD	PROBATION RECEPTION RM 132	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01925	11/14/2018	11/14/2023	501 N COUNTY FARM RD	COURT SECURITY SERGEANTS OFC	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01927	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	MISDEMEANOR2	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01928	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	FELONY CENTRAL	WHEATON	IL	60187-3942	\$87.00	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01929	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	APPEALS AREA	WHEATON	IL	60187-3942	\$87.00	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01931	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	NARCOTICS SVU	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNM01936	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	STATES ATTN CHILD SUPPORT	WHEATON	IL	60187-3942	\$86.99	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNF01402	11/14/2018	11/14/2023	503 N COUNTY FARM RD	DUI EVAL RM 135	WHEATON	IL	60187-3942	\$58.13	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNF01475	11/14/2018	11/14/2023	421 N COUNTY FARM RD	IT OPS	WHEATON	IL	60187-3992	\$58.13	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNF01477	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COMM SVC LEFT BACK 3-200	WHEATON	IL	60187-3992	\$58.13	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6555III	B&W Copier	XNF01526	11/14/2018	11/14/2023	421 N COUNTY FARM RD	IT PRINTER RM	WHEATON	IL	60187-3992	\$58.13	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6575III	B&W Copier	XMZ01639	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF RECEIVING & DISCHA	WHEATON	IL	60187-3942	\$132.68	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6575III	B&W Copier	XMZ01649	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 2	RECORDS FILE RM 204	WHEATON	IL	60187-3942	\$132.68	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6575III	B&W Copier	XMZ01661	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 1	PROBATION MAILROOM	WHEATON	IL	60187-3942	\$132.68	2593182	0.00475	N/A	FIXED
001-0168515-036	IR6575III	B&W Copier	XMZ01809	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COMM SVC LEFT NORTH 3-200	WHEATON	IL	60187-3992	\$132.68	2593182	0.00475	N/A	FIXED



CONTRACT NUMBER	MODEL	EQUIPMENT DESCRIPTION	SERIAL NUMBER	COMMENCE DATE	CONTRACT TERM DATE	DEVICE ADDRESS	DEVICE LOCATION	CITY	ST	ZIP	CFS LEASE PAYMENT	SERVICE CONTRACT #	B&W CPC	Color CPC	FIXED OR STANDARD?
001-0168515-036	IR5505III	B&W Copier	XMZ01816	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COMM SVCS FRONT RIGHT 3-200	WHEATON	IL	60187-3992	\$132.68	2593182	0.00475	N/A	FIXED
001-0168515-036	IR5505III	B&W Copier	XQU01064	11/14/2018	11/14/2023	505 N COUNTY FARM RD	COUNTY CLERK OPERATIONS RM 20	WHEATON	IL	60187-3907	\$185.90	2593182	0.00475	N/A	FIXED
001-0168515-036	IR5505III	B&W Copier	XQZ00910	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF RECEIVING & DISCHA	WHEATON	IL	60187-3942	\$131.28	2593182	0.00475	N/A	FIXED
001-0168515-036	IR5505III	B&W Copier	XQZ00913	11/14/2018	11/14/2023	505 N COUNTY FARM RD	CIRCUIT COURT VIEWING RM	WHEATON	IL	60187-3907	\$131.28	2593182	0.00475	N/A	FIXED
001-0168515-036	IR5505III	B&W Copier	XQU01103	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 1	CIRCUIT COURT CLERK OPERATIONS	WHEATON	IL	60187-3907	\$190.45	2593182	0.00475	N/A	FIXED
001-0168515-040	IR1435IF	B&W Copier	RZJ44256	11/1/2019	11/1/2023	505 N COUNTY FARM RD	CIRCUIT COURT	WHEATON	IL	60187	\$10.46	2593182	0.00475	N/A	FIXED
001-0168515-040	IR1435IF	B&W Copier	RZJ44262	11/1/2019	11/1/2023	420 N COUNTY FARM RD		WHEATON	IL	60187	\$4.23	2593182	0.00475	N/A	FIXED
001-0168515-040	IR4525III	B&W Copier	XWH04770	11/1/2019	11/1/2023	505 N COUNTY FARM RD	FACILITIES MANAGEMENT	WHEATON	IL	60187	\$27.73	2593182	0.00475	N/A	FIXED
168515-1	IRA4745I	B&W Copier	4B401413	12/1/2021	11/30/2023	503 N COUNTY FARM RD	CIRCUIT COURT	WHEATON	IL	60187	\$288.00	2593182	0.00475	N/A	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09243	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY BOARD RM 500	WHEATON	IL	60187-3992	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09249	11/14/2018	11/14/2023	501 N COUNTY FARM RD	JAIL VISION KRETOVICS OFC	WHEATON	IL	60187-3942	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09267	11/14/2018	11/14/2023	421 N COUNTY FARM RD	IT ADMINISTRATOR OFC	WHEATON	IL	60187-3992	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09274	11/14/2018	11/14/2023	120 N COUNTY FARM RD	ANIMAL CONTROL BACK	WHEATON	IL	60187-3905	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09309	11/14/2018	11/14/2023	501 N COUNTY FARM RD	DETECTIVES	WHEATON	IL	60187-3942	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09310	11/14/2018	11/14/2023	414 N COUNTY FARM RD	CORONER CONF RM	WHEATON	IL	60187-3978	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09311	11/14/2018	11/14/2023	421 N COUNTY FARM RD	AUDITOR 3-400	WHEATON	IL	60187-3992	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09312	11/14/2018	11/14/2023	421 N COUNTY FARM RD	GIS 421 BLDG L-100A	WHEATON	IL	60187-3992	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09318	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 3	421 3700 COUNTY BOARD	WHEATON	IL	60187-3908	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09792	11/14/2018	11/14/2023	503 N COUNTY FARM RD		WHEATON	IL	60187-3942	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09799	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFF FORENSIC UNIT	WHEATON	IL	60187-3986	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09803	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 3	PROBATION SE BOOKKEEPING	WHEATON	IL	60187-3907	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3525III	Color Copier	XTK09812	11/14/2018	11/14/2023	501 N COUNTY FARM RD	SHERIFFS OFC DOOR	WHEATON	IL	60187-3942	\$75.09	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3530III	Color Copier	XTD05808	11/14/2018	11/14/2023	505 N COUNTY FARM RD	CIRCUIT COURT ADMINISTRATION	WHEATON	IL	60187-3907	\$125.94	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3530III	Color Copier	XTD06044	11/14/2018	11/14/2023	421 N COUNTY FARM RM 2-700	FL 2 FACILITIES MGMT ADMIN	WHEATON	IL	60187-3978	\$125.94	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC3530III	Color Copier	XTD06046	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COMM SVCS BACK 2 RIGHT 3-200	WHEATON	IL	60187-3992	\$125.94	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5535III	Color Copier	XUW09066	11/14/2018	11/14/2023	421 N COUNTY FARM RD	FINANCE RM 3-400 BACK	WHEATON	IL	60187-3992	\$172.82	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5535III	Color Copier	XUW09091	11/14/2018	11/14/2023	400 N COUNTY FARM RD FL 3	SOUTH BLDG RM 3304-A 3 S	WHEATON	IL	60187-3908	\$172.82	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5535III	Color Copier	XUW09092	11/14/2018	11/14/2023	421 N COUNTY FARM RD	FRONT COMMUNITY DEV RM 2-500	WHEATON	IL	60187-3992	\$172.82	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5535III	Color Copier	XUW09093	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COMM SVC LEFT MIDDLE 3-200	WHEATON	IL	60187-3992	\$172.82	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5535III	Color Copier	XUW09273	11/14/2018	11/14/2023	400 N COUNTY FARM RD GRD FL	SOUTH BLDG RM G300 RECEPTION	WHEATON	IL	60187-3908	\$172.82	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5550III	Color Copier	XUG07018	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 1	SE JURY COMMISSION RECEPTION	WHEATON	IL	60187-3907	\$195.35	2593182	0.00475	0.03820	FIXED

CONTRACT NUMBER	MODEL	EQUIPMENT DESCRIPTION	SERIAL NUMBER	COMMENCE DATE	CONTRACT TERM DATE	DEVICE ADDRESS	DEVICE LOCATION	CITY	ST	ZIP	CFS LEASE PAYMENT	SERVICE CONTRACT #	B&W CPC	Color CPC	FIXED OR STANDARD?
001-0168515-036	IRC5550III	Color Copier	XUG07089	11/14/2018	11/14/2023	503 N COUNTY FARM RD	PUBLIC DEFENDER ADMINISTRATION	WHEATON	IL	60187-3942	\$195.35	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5550III	Color Copier	XUG07099	11/14/2018	11/14/2023	503 N COUNTY FARM RD FL 1	115 FILE RM OFC	WHEATON	IL	60187-3942	\$195.35	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5550III	Color Copier	XUG07499	11/14/2018	11/14/2023	421 N COUNTY FARM RM 3-300	FL 3 HR FRONT MIDDLE	WHEATON	IL	60187-3978	\$195.35	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5550III	Color Copier	XUG07502	11/14/2018	11/14/2023	421 N COUNTY FARM RD	ELECTION COMMISSION BACKRM	WHEATON	IL	60187-3992	\$195.35	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5550III	Color Copier	XUG07505	11/14/2018	11/14/2023	421 N COUNTY FARM RD	EDP 421 BLDG RM 2-200 EDP	WHEATON	IL	60187-3992	\$195.35	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5550III	Color Copier	XUG07692	11/14/2018	11/14/2023	421 N COUNTY FARM RD	COUNTY RECORDER DOT	WHEATON	IL	60187-3978	\$195.35	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5550III	Color Copier	XUG07694	11/14/2018	11/14/2023	421 N COUNTY FARM RD	STORMWATER	WHEATON	IL	60187-3992	\$195.35	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5550III	Color Copier	XUG07893	11/14/2018	11/14/2023	418 N COUNTY FARM RD	OHSEM LOBBY	WHEATON	IL	60187-3978	\$195.35	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5550III	Color Copier	XTZ03239	11/14/2018	11/14/2023	7900 ROUTE 53	DU PAGE COUNTY PUBLIC WORKS	WOODRIDGE	IL	60517-3277	\$266.46	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5560III	Color Copier	XTZ03342	11/14/2018	11/14/2023	421 N COUNTY FARM FL 1	RM 1-100 SUPERVISOR ASSESSMENT	WHEATON	IL	60187-3978	\$266.46	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5560III	Color Copier	XTZ03445	11/14/2018	11/14/2023	17 W 440 N FRONTAGE RD	MARIONBROOK PUBLIC WORKS	DARIEN	IL	60561	\$266.46	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC5560III	Color Copier	XTZ03458	11/14/2018	11/14/2023	505 N COUNTY FARM RD FL 2	CHIEF JUDGES OFC BY 205/206	WHEATON	IL	60187-3907	\$266.46	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC7565III	Color Copier	XXJ02179	11/14/2018	11/14/2023	505 N COUNTY FARM RD	CIRCUIT COURT CRIMINAL	WHEATON	IL	60187-3907	\$125.69	2593182	0.00475	0.03820	FIXED
001-0168515-036	IRC7565III	Color Copier	XXJ02182	11/14/2018	11/14/2023	505 N COUNTY FARM RD	S CIVIL CIRCUIT COURT	WHEATON	IL	60187-3907	\$125.69	2593182	0.00475	0.03820	FIXED
001-0168515-040	IRC3530III	Color Copier	XTD07764	11/1/2019	11/1/2023	400 N COUNTY FARM RD	COMMUNITY DEV	WHEATON	IL	60187	\$55.82	2593182	0.00475	0.03820	FIXED
001-0168515-040	IRC3530III	Color Copier	XTD07768	11/1/2019	11/1/2023	400 N COUNTY FARM RD	CONVO	WHEATON	IL	60187	\$55.82	2593182	0.00475	0.03820	FIXED
001-0168515-040	IRC3530III	Color Copier	XTD07788	11/1/2019	11/1/2023	505 N COUNTY FARM RD	CIVIL DIVISION OUTSIDE CR	WHEATON	IL	60187	\$45.28	2593182	0.00475	0.03820	FIXED
001-0168515-040	IRC7565III	Color Copier	XXJ03492	11/1/2019	11/1/2023	505 N COUNTY FARM RD	CLERK OF THE CIRCUIT COURT	WHEATON	IL	60187	\$122.69	2593182	0.00475	0.03820	FIXED
001-0168515-038	IR6505III	B&W Copier	YCP03147	11/20/2019	12/20/2024	421 N COUNTY FARM RD	ELECTION DIVISION	WHEATON	IL	60187-3978	\$433.92	2631665	0.00575	N/A	STANDARD
001-0168515-038	IRC7580III	Color Copier	2KR00880	11/20/2019	12/20/2024	421 N COUNTY FARM RD	ELECTION DIVISION	WHEATON	IL	60187-3978	\$392.08	2631665	0.00575	\$0.04622	STANDARD



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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Canon Solutions America, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Canon Solutions America, Inc. during the course of my relationship with you.



Business Entity Records

[Home](#) > [Government Records](#) > Business Entity Records

Canon Solutions America, Inc.													
Entity ID Number	000-064-734												
Entity Type	Foreign Corporation												
Principal Address	300 COMMERCE BOULEVARD BURLINGTON, NJ 08016												
Principal Mailing Address	300 COMMERCE BOULEVARD BURLINGTON, NJ 08016												
Status	Exists												
Place of Formation	New York												
Formation Date	03/19/1971												
Qualify Date	01/30/2013												
Registered Agent Name	CORPORATION SERVICE COMPANY INC												
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104												
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104												
Nature of Business													
Capital Authorized													
Capital Paid In													
Doing Business in AL Since	01/01/2013												
Annual Reports													
Report Year	2014 2015 2016 2017 2018 2019 2020 2021 2022 2023												
Transactions													
Transaction Date	04/28/2017												
Registered Agent Changed From	CSC LAWYERS INCORPORATING SVC INC 150 SOUTH PERRY STREET MONTGOMERY, AL 36104												
Scanned Documents													
Purchase Document Copies													
Document Date / Type / Pages	01/30/2013 Certificate of Formation 33 pgs.												
Document Date / Type / Pages	04/28/2017 Registered Agent Change 1 pg.												

[Browse Results](#)[New Search](#)

Close Search Browse Excel Word Email Schedule Attach Notify Map Query Name Licenses Mass Charges

Business Accounts Inquiry [City of Mobile]

Business

Account ID * 96872 +1

☐ Out of Local Area

Mail/Development

Location 3059 DAUPHIN SQUARE CONNECTOR
MOBILE AL 36607

Parcel ID 02242111 Seq: 0 Clear Loc

Location Descr

/P ID

Source

DBA CANON SOLUTIONS AMERICA INC

Status ACTIVE Business Master status: Rent

Jurisdiction C - CITY

Area CITY - CITY

Type CORP CORPORATION

Square Feet

Last maint 12/28/2016 By CONV

Last audit

Assoc business

Business Info NAICS/SIC Contact Info Text/Comments Other Facility User Defined

Business Owner 148650 CANON SOLUTIONS AMERICA INC

DBA * CANON SOLUTIONS AMERICA INC

☐ License CIDs

R/E Owner 0

Agent/Operator 148651 ADACHI, YOROKU

Other CID 0

Mail to

C of O

Fiscal Month/Dates * 1

Territory T1 TERRITORY 1

Bus Start/Close 01/01/2013

Lease End Leased

Bankruptcy

Last License 01/20/2024

Filing history limit 0

☒ Allow account update in BL Self Service

Text Special Conditions Approvals Open Lic Items Prepayments

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

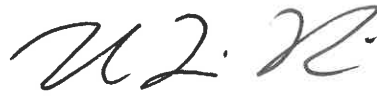
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

From: [Kern, Chris](#)
To: [Rose, Donald](#); [Sapp, Celia](#); [Ricardo Woods, SMPT](#)
Cc: [Greeley, Rodney](#); [Paine, John](#); [Foley, Anne](#)
Subject: RE: Printer contract for MPD
Date: Thursday, February 1, 2024 9:56:33 AM
Attachments: [Canon master.pdf](#)
[image002.png](#)
[image003.png](#)

The attached Canon terms are incorporated by reference in what you sent. On Page 187, Par 12, the City consents to jurisdiction in New York if we want to sue or if we are sued. In Par 13 the City consents to a reduced statute of limitation of one year to sue instead of the normal contract suit limitation of six years. On Page 223 the City agrees to indemnify Canon for any claim, damage etc. resulting from or caused by their equipment.

The legal department discourages all the above type clauses. I realize they are standard in many forms we receive from many vendors. This is a good reason to just use our own contracts. In this case, perhaps the terms could be modified by reference in the terms it looks like someone added for the City.

I have to do my job as legal adviser. As such, on a purely legal level, I do not recommend the contract be signed, but I will leave it to you as a department head to decide because you understand the background and business side of the transaction.

Christopher Kern

Chief Assistant City Attorney

Civil Division

City of Mobile Legal Department

P. O. Box 1827

Mobile, AL 36633-1827

251-208-7718 - direct line

251-208-7322 - fax

chris.kern@cityofmobile.org



From: Rose, Donald <donald.rose@cityofmobile.org>
Sent: Tuesday, January 30, 2024 6:57 PM
To: Kern, Chris <chris.kern@cityofmobile.org>; Sapp, Celia <sappc@cityofmobile.org>
Cc: Greeley, Rodney <rodney.greeley@cityofmobile.org>; Paine, John <paine@cityofmobile.org>; Foley, Anne <anne@cityofmobile.org>
Subject: Printer contract for MPD

I am hoping to place on the agenda the attached printer contract with Canon Solutions America. It would be a three-year agreement to update their current three-year print services agreement with

Omnia.

It is competitively sourced through a cooperative purchasing agreement. It involves replacement of 42 existing printers, lease payments for the new machines, plus per-page support services fees (supplies, maintenance).

The underlying cooperative contract is through a private consortium called Omnia that is essentially a government contract for government entities. Their contracts and sourcing are approved by the State Examiners of Public Accounts (last two pages of the package).

Most of the copier we lease throughout the City are done through similar contracts signed by the purchasing agent, but don't rise nearly to the \$15K Council approval requirement.

In addition to those standalone agreements for each rented copier, Fire and Police also use contracts like this one attached for smaller printers throughout their departments for simplification in management of their printing needs, and we bring them through Council for approval and Mayor for signature.

Any concerns with me placing this "as is" for next week agenda?

Thanks!

Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
251-208-7436



COUNTY OF DUPAGE, IL

Contract FI-R-0251-18

for

Multi-Functional Device Equipment, Supplies,

Software and Service Solutions

with

Canon Solutions America, Inc.

Effective:

October 1, 2018 through September 30, 2023

The following documents comprise the executed contract between the County of DuPage, IL and Canon Solutions America, Inc., effective October 1, 2018:

- I. County of DuPage Board Resolution
- II. Canon Best and Final
- III. Canon Solutions America, Inc. Response to the Request for Proposal
- IV. The Terms and Conditions of the Request for Proposal incorporated by reference

Resolution

FI-R-0251-18

AWARDING RESOLUTION FOR
MULTIFUNCTIONAL DEVICE EQUIPMENT, SUPPLIES,
SOFTWARE AND SERVICE SOLUTIONS

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will contract with Canon Solutions America, Inc.; and

WHEREAS, pursuant to the agreement approved in Resolution #FI-0034-07 the County is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) to secure multi-state volume purchasing contracts; and

WHEREAS, the County issued its Solicitation #18-020-LG for Multifunctional Device Equipment, Supplies Software and Service Solutions; and


WHEREAS, the County evaluated the responses to the solicitation and Canon Solutions America, Inc., has been found to meet all minimum qualifications and requirements per Solicitation #18-020-LG; and,

NOW THEREFORE BE IT RESOLVED, that an award be issued to: Canon Solutions America, Inc., 425 N. Martingale Rd. Schaumburg, IL 60173, at the solicited rates contained herein for procurements entered into during the period of October 1, 2018 through September 30, 2023.

BE IT FURTHER RESOLVED, that the County and other authorized members of the National IPA may order Multifunctional Device Equipment, Supplies Software and Service Solutions pursuant to this award of Solicitation #18-020-LG from the incorporated agreement. Each County order shall be approved pursuant to the County Procurement Ordinance OFI-005F-99 and any amendments thereto.

BE IT FURTHER RESOLVED, that the County will receive an administrative fee of no less than .125% of sales generated by the use of the contract.

Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.


DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: 
PAUL HINDS, COUNTY CLERK

Ayes: 18

CONTRACT RFP 18-020-LG BETWEEN
CANON SOLUTIONS AMERICA, INC.
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 14th day of August, 2018, between The County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Canon solutions America, Inc., licensed to do business in the State of Illinois, located at 425 North Martingale Road, Suite 1400, Schaumburg, IL 60173 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in RFP 18-020-LG for its Department of Finance, located at the DuPage County Administrative Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.1 CONTRACT DOCUMENTS

1.2 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

1.2.a County of DuPage Board Resolution FI-P-0204-18

1.2.b Contractor's Best and Final Offer dated July 2, 2018

1.2.c Contractor's Response to the RFP dated April 24, 2018

1.3 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.4 In the event of a conflict between any of the above documents, the documents control from top to bottom; i.e., "a" controls over "b".

2.1 DURATION OF THIS CONTRACT

2.2 Unless terminated as provided in the Contract, the term of this Contract shall be for a Five (5) year period beginning on October 1, 2018 and continuing through September 30, 2023.

3.1 BID PRICES AND PAYMENT

3.2 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

3.3 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

4.1 AMENDMENTS

4.2 This Contract may be amended by mutual agreement.

4.3 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

5.1 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

5.2 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

6.1 SEVERABILITY CLAUSE

6.2 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

7.1 GOVERNING LAW

7.2 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

8.1 ENTIRE AGREEMENT

8.2 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

8.3 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

By: 

James McGuire

Procurement Officer

Date

8-14-18

CANON SOLUTIONS AMERICA, INC.

DocuSigned by:
By: Peter Kowalczyk

5AABE3CE633E4B5...

Peter Kowalczyk

President

09/14/2018 | 10:23 AM EDT

Date





CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.
425 North Martingale Road
Suite 1400
Schaumburg, IL 60173

Phone: 800.815.4000
www.csa.canon.com

July 2, 2018

Mr. Jim McGuire
Procurement Officer
DuPage County Procurement Services
Division 421 North County Farm Road, Room 3-400
Wheaton, IL 60187

Dear Mr. McGuire

On behalf of Canon Solutions America, Inc., I would like to thank you for allowing us to respond to your Request for Proposal (Solicitation #18-020-LG) for Multi-Function Copier Devices and Service Solutions with a best and final offer. As we have reiterated, the majority of value that Canon Solutions America will afford DuPage County is through expertise and methodology that will help the county eliminate redundant, inefficient practices while adapting new productive policies and operations. A good example of this can be found in the work we've done with Lake County in Illinois. They have been a happy Canon customer for more than 20 years. In 2017 we conducted over 30 Operational Efficiency Studies for each of the County's departments and identified a number of areas in each department where cost savings and productivity could be improved. One of the largest areas of improvement identified was the cost associated with color print on networked and non-networked color printers. Since then, the county has added at least (1) color MFD to each department, reducing the County's cost by approximately 38%.

I believe that you will find our company, products and services to be of considerable value to your organization. We are uniquely qualified to continue with our Top Tier position as a provider to Participating Agencies through National IPA. Furthermore, we wish to express our commitment to provide the County of DuPage (the County) with the highest level of customer satisfaction.

Enclosed please find our proposal in response to your request. Please do not hesitate to contact Stacey Andersson directly with any questions or concerns.

Row Labels	MONTHLY B&W COPIES	MONTHLY COLOR COPIES	Count of Proposed Repalcement Models 1	CPC All HDW in B&W CPC	Color CPC no HDW	Total Monthly Cost
IMAGERUNNER ADVANCE C3525I II	21,770	17,538	13			
IMAGERUNNER ADVANCE 4535I II	229,854	0	46			
IMAGERUNNER ADVANCE 6555I II	397,096	0	30			
IMAGERUNNER ADVANCE 4545I II	214,197	0	34			
IMAGERUNNER ADVANCE C5560I II	20,719	6,277	4			
IMAGERUNNER ADVANCE 4525I II	93,065	0	64			
IMAGERUNNER ADVANCE 6575I II	149,608	0	5			
IMAGERUNNER ADVANCE 8585I II	51,311	0	2			
IMAGERUNNER ADVANCE C3530I II	5,085	1,387	1			
IMAGERUNNER ADVANCE C5535I II	21,930	25,097	5			
IMAGERUNNER ADVANCE C3530I II	16,691	948	2			
IMAGERUNNER ADVANCE 8595I II SET	37,772	0	1			
IMAGERUNNER ADVANCE C7565I II	27,053	1,172	2			
IMAGERUNNER ADVANCE C5550I II	60,591	52,432	9			
IMAGERUNNER 1435I	5,176	0	5			
IMAGERUNNER ADVANCE 8505I II SET	60,174	0	2			
Monthly RFP Total	1412092	104851	225			
Annual Cost						
60-Month Term						
Monthly Optional Estimated Software						

Sincerely,



Brian C. Gasteier



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.

One Canon Park
Melville, NY 11747

Phone: 800.815.4000

www.csa.canon.com

April 24, 2018

Mr. Larry Gammel
Buyer Procurement Services
DuPage County Procurement Services
Division 421 North County Farm Road, Room 3-400
Wheaton, IL 60187

Dear Mr. Gammel:

On behalf of Canon Solutions America, Inc., I would like to thank you for allowing us to respond to your Request for Proposal (Solicitation #18-020-LG) for Multi-Function Copier Devices and Service Solutions. I believe that you will find our company, products and services to be of considerable value to your organization.

Furthermore, we wish to express our commitment to provide the County of DuPage (the County) with the highest level of customer satisfaction.

I am pleased to delegate Stacey Andersson, Major Account Executive of Canon Solutions America as the main contact for the County. The contact information for Stacey Andersson is as follows:

Stacey Andersson
Major Account Executive
425 N. Martingale
Schaumburg, IL 60173
Office: 312-521-9562
Email: sandersson@csa.canon.com

Enclosed please find our proposal in response to your request. Please do not hesitate to contact Stacey Andersson directly with any questions or concerns.

Sincerely,

Peter Kowalczyk
President

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Multi-Function Copier Devices and Service Solutions
Solicitation #18-020-LG

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Executive Summary

State and local governments, like the County of DuPage, are turning to a range of print and document management solutions to address their complex business environments. Although many solutions promise enticing benefits, government organizations may be missing out on the full value of print and document management solutions because of budget concerns and other challenges.

Understanding the Implications

In procuring print and document management solutions, state and local governments often face funding shortages, unexpected costs and other budget-related challenges that impact their decisions. To save money and work within budget allocations, organizations may be tempted to choose the lowest-price equipment and services. In these scenarios, organizations may focus on solving an immediate, localized need without considering long-term, enterprise-wide goals. However, operating in this mode has a number of potentially costly consequences, including:

- Integration issues associated with getting heterogeneous pieces of equipment and software to work together efficiently — not only across the print and document management environment but also in terms of integration with enterprise resource planning (ERP) and other back office or legacy systems
- Increased complexity related to learning multiple vendors' technology, maintaining different devices, and managing multiple patch and upgrade cycles
- Inefficiencies related to maintaining multiple relationships such as troubleshooting and resolving technical issues, escalating support with the proper vendor, and handling billing and other vendor management tasks
- Security gaps that arise when multifunction printers (MFPs) and other devices with varying, uncoordinated security mechanisms are connected to the network; this issue is exacerbated by the fact that the IT team is not always responsible for print and document management.

Canon Solutions America, Inc. is pleased to see that the County of DuPage has adopted a “best value” mindset and strategy. Instead of focusing on one-time transactions that meet an immediate need or budget requirement, organizations would do well to adopt a long-term, solution oriented strategy that emphasizes achieving the best value and optimizing performance across the whole organization.

We are excited for the opportunity to serve the County of DuPage again and provide a customized approach to the present print and document management environment.

Response to Section 6 – Scope of Work and Specifications

Introduction

Canon Solution America, Inc. has reviewed Section 6 in its entirety; acknowledges and agrees with the minimal technical requirements, except and noted at the end of each section. We feel that we exceed the minimal requirements and specification of this solicitation. Additional information or literature is provided as an Exhibit.



Canon Solutions America, Inc. Corporate Structure

Canon Solutions America meets the criteria of the County's preference to do business with a direct manufacturer which is also a publicly traded company. Canon Solutions America is a wholly owned subsidiary of Canon U.S.A. who's parent Canon is traded on the Nikkei ad NYSE. Canon, Inc. is a diverse global manufacture of products and software with major market share presence in document technology, Imaging and photographic, diagnostic healthcare systems and industrial manufacturing systems. Today document technology represents 56% of Canon's global revenue. Our market dominance in our diverse portfolio contributes to our long term sustainability.

Corporate Philosophy

Our corporate philosophy is *kyosei*. It conveys our dedication to seeing all people, regardless of culture, customs, language or race, harmoniously living and working together in happiness into the future. Unfortunately, current factors related to economies, resources and the environment make realizing kyosei difficult.

Canon's Corporate Philosophy

kyosei

All people, regardless of race, religion, or culture,
harmoniously living and working together into the future.



Canon strives to eliminate these factors through corporate activities rooted in kyosei. Truly global companies must foster good relations with customers and communities, as well as with governments, regions, and the environment as part of their fulfillment of social responsibilities.

For this reason, Canon's goal is to contribute to global prosperity and the well-being of mankind as we continue our efforts to bring the world closer to achieving kyosei.

To this end, we feel that being a leader in market development and being financially secure provides both the County DuPage and the Participating Agencies the best solutions for the document technology needs.

Capability to Execute

Canon Solutions America is strategically positioned to support the County of DuPage, IL, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program.

Over the past 30 years Canon Solutions America has been awarded cooperative agreements and for the last 10 years two agreements marketed through National IPA with the County of DuPage as the lead agency. As of March 1, 2018, Canon Solutions America has an agreement with Region 4 ESC for Managed Print Services. Our expertise and dedication have helped thousands of public agencies streamline the procurement process using cooperative programs to save time and money for their beneficiaries. Over the past 10 years Canon Solutions America has had a great partnership with National IPA including sharing of best practice, providing support for agencies summits and alignment on the value of best value with in cooperative solicitations.

A Canon Group Company - Financial Strength -

Canon is a \$36.1 billion company that pursues global diversification with regional operations in the Americas, Europe and Asia. In our global structure, each region handles comprehensive sales and marketing duties. Throughout the group there are 197,673 employees and 367 research, manufacturing, and sales subsidiaries.

The high priority Canon places on its Global R&D effort is evident in its devotion of more than 8.9% of annual revenues in 2017. Canon’s efforts in this area include a more regional focus in order to develop technologies that meet the specific demands encountered in the Americas, Europe, and Asia. Based upon the number of registered US patents filed by Canon, you can easily conclude that we have spent our Research & Development dollars effectively. In 2016, Canon Inc. ranked third overall in patents registered in the U.S. with a total of 3,665 patents.

Canon Solutions America offers many unique benefits. We offer a full range of technologies, as well as implementation and help desk support. In addition, national customers enjoy consistent best-in-class support for all their locations nationwide. A staff of product and software application experts is

directly accessible to assist our customers with the continual task of streamlining workflow processes through innovative technology.

Helping the County of DuPage and the Participating Agencies meet their Sustainability Goals and Objectives

Canon Solutions America parent Canon U.S.A., Inc., a leader in digital imaging solutions has received the 2018 ENERGY STAR® Partner of the Year - Sustained Excellence Award for continued leadership and superior contributions to ENERGY STAR. Canon U.S.A.'s accomplishments were recognized by the U.S. Environmental Protection Agency and the U.S. Department of Energy at a ceremony in Washington, D.C. on April 20, 2018.

Canon U.S.A., Inc.
Melville, New York

ENERGY STAR Partner of the Year - Sustained Excellence - Product Brand Owner



Canon U.S.A., Inc. manufactures consumer, business and industrial imaging solutions. Canon is receiving ENERGY STAR® Partner of the Year–Sustained Excellence for outstanding efforts in promoting ENERGY STAR certified products, reducing energy consumption, and a focus on education and training for customers and business partners. Key 2017 accomplishments include:

Canon has been an ENERGY STAR partner for over 20 years and offers nearly 200 ENERGY STAR certified products that incorporate advanced energy-efficient technologies, without compromising features or performance. This is the first time that Canon U.S.A. has received the ENERGY STAR Partner of the Year - Sustained Excellence Award. Canon U.S.A. has previously received Partner of the Year - Product Brand Owner Awards (2010, 2016 and 2017), as well as Excellence Awards for ENERGY STAR Promotion (2011) and Product Labeling (1996, 1997, 2001, 2002, 2003, 2005 and 2008).

Environmental Sustainability-Solving Public Agencies Problems



To promote sustainability and foster an environmentally sensitive culture we will promote the use of EPEAT Certified products. Since 1995 Canon has been creating environmental management systems (EMSs), and acquiring ISO 14001 certification at individual operational sites around the world. As of 2011, Canon achieved the consolidated certification at its operational sites, manufacturing and marketing subsidiaries in 39 countries around the world. More than 700 other Canon sites worldwide are certified to the ISO 14001 standard. EPEAT - Canon offers products that are registered in accordance with the recently established Electronic Product Environmental

Assessment Tool (IEEE 1680.2 or EPEAT) for Imaging Equipment. This new sustainability tool provides third-party verification of the positive environmental aspects related to the purchase and use of imaging equipment.

Canon Business Strength

Canon ranks third overall in U.S. patents granted in 2017 and is one of Fortune Magazine's World's Most Admired Companies in 2018. Canon U.S.A. is committed to the highest level of customer satisfaction and loyalty, providing 100 percent U.S.-based service and support for all of the products it distributes in the United States. Canon U.S.A. is dedicated to its Kyosei philosophy of social and environmental responsibility. In 2014, the Canon Americas Headquarters secured LEED® Gold certification, a recognition for the design, construction, operations and maintenance of high-performance green buildings

As a testament to the company's strong standing as a good corporate citizen and its proactive approach to corporate social responsibility initiatives, Canon U.S.A., Inc., a leader in digital imaging solutions, has been recognized as one of the 2018 World's Most Ethical Companies by the Ethisphere Institute, a global leader in defining and advancing the standards of ethical business practices. This recognition is based on a variety of factors including: measuring and improving culture, leading with integrity and committing to transparency, diversity and inclusion. In 2018, 135 companies were recognized across 23 countries and 57 industries

Knowledge and commitment to the Government and Education Market

Connecting Suppliers with the Public Procurement Community - NIGP's Business Council comprised of representatives from each company participating in the Institute's Enterprise Sponsor Program. Enterprise Sponsors are leaders in their respective industries and have demonstrated a shared commitment to NIGP's values of: Accountability, Ethics, Impartiality, Professionalism, Service, and Transparency. We have been an established and active member and participant since 2008, and are considered subject matter experts regarding NIGP's Business Council and their activities. The mission of the Business Council is to "Serve the NIGP membership and procurement profession through the sharing of resources and expertise in support of NIGP's educational, research and advocacy mission."

In essence, the Business Council connects the supplier's perspective with the public procurement community and is dedicated to improving the buyer/supplier relationship.

Additionally, Canon Solutions America has been and will be active in the national and local associations of ASBO, NACUBO and NAEP; statewide organizations like CAPPO, MAPPO, IAPPO, and FAPPO. The organizations provide us with invaluable knowledge and insight to the requirements of the market.

Background

Knowledge of the County of DuPage

For over 50% of the past 30 years, Canon Solutions America has had the privilege of serving DuPage County as a provider of document technology. Across our origination we have been able to retain our employee base. Employee tenure is critical for providing excellent service and customer satisfaction. Specific to the County of DuPage the key service and administration leaders and staff are in place to provide the support that DuPage deserves. We have provided much of the expertise for transitioning the County for the legacy copiers to the digital multifunctional devices. Within the request for proposal, the county has expressed the same challenges as many other similar agencies. Within the technical recommendations we have provided a path to a more secure and less burdensome document technology platform.



Fleet Details

Canon Solutions America is looking for the opportunity to help the County of DuPage achieve a manageable device capacity to utilization ratio. Based on the Attachment B DuPage Copier Listing, the fleet has moved to a 68% utilization ratio from a historical level in 2012 of approximately 95%. Presently the County of DuPage is paying a sizable premium for resource that are not being utilized. At the onset we will conduct a thought assessment and propose an organizational right sizing of the multifunctional devices with the intent to reduce the population by 15% creating a cost reduction for the County.

We will continue to achieve these levels by actively participating in reviews and recommendation conducted on a quarterly basis. We have confidence that we can achieve at least a 90% utilization rate on a refresh agreement with us. Over the past four years using the existing County of DuPage agreement we have maintain these rates for other participating agencies.

Objectives

This RFP is intended to achieve the following objectives:

- Provide a comprehensive publicly solicited and awarded Master Agreement offering a full range of multifunction device equipment, supplies, software, and service solutions with a variety of pricing structures (i.e., cost per copy, copy allowance per copier per month with rebate options for unused copy allowance, leasing, purchasing, etc.) nationally to Participating Public Agencies;

Scope of Products and Services Offered

At a minimum the County of DuPage is requiring that the provider to be able to provide a full range of new product equipment, supplies, software and services to meet the demands of the County and all Public Agencies that opt to participate in the cooperative purchasing program through National IPA. Additionally as outlined in the Equipment section, we agree that the new equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications. Equipment must be newly serialized, and the County must be the first user of the product and must have new equipment set of warranties.

Available products include, but are not limited to wide format devices, high production equipment, and equipment that enables faxing, printing and scanning. Services include, but are not limited to, consulting, analysis, planning, inventory control, legal, managed print solutions, data capturing solutions that microfilm and/or scan, filing or healthcare document services, managed print services, outsourcing, integration, network, and software solutions.

Canon Solutions America is the leader in the scale of document technology available today.

The County DuPage and all participating agencies will be offered Canon products and service for; multifunctional devices, single function devices (print, facsimiles, scanners), wide format (printers and MFDs), production printers, high production printers. Unlike many in the document industry today that have outsourced their product manufacturing, our offer is based on Canon manufactured products, parts and supplies. This achieve the requirement for product consistency and standardized end-user interfaces. Reducing the time required for the County's employees to be trained.

Binding equipment, vending and coin peripherals not manufactured by Canon will be offered as well.

The offer provides for software solutions that include:

- Color Management
- Document Distribution
- Document Management
- Document Mastering / Make Ready
- Document Performance Services
- Enterprise Printing
- Image Filing
- Mobile Printing

- Office Productivity
- Output Management
- Security
- Subscription Support Services
- Tracking & Auditing
- Variable Data
- Vertical Market Application
- Web-to-Print

Additionally the offer includes the following Services; Assessment Implementation Professional, Subscription, Managed Print, Enterprise Managed.

To the County of DuPage and nationally to Participating Public Agencies supplies proposed as part of the maintenance plan must be Original Equipment Manufacturer (OEM) supplies. Canon Solutions America is in full agreement with the county's requirement. Non-OEM product, parts and supplies have a profound effect on the long term productivity and creates additional expense to remediate failures. With a high amount of counterfeiting in Non OEM products, parts and supplies, it leads public entities to have to justify the value of their use. Additionally, agency lose their ability to have visibility to international standard of manufacturing like ISO14000 and RoHS. As a leader in manufacturing, Canon has a very aggressive stance on Counterfeiting.

Contained in the Minimal Requirements, the Copiers must be from the same manufacturer and operate in a manner similar to each another. This requirement provides a benefit to reduction the amount of training for the end users and the confidence of the value of the brand. Canon is proud of its world class research, development and manufacturing. Within the requirements, Canon is one of the few manufacturers to not use outsourced manufacturing. This means that there is complete uniformity in design and supply chain consistency.

- The County is requesting that all leasing and service costs, including replenishment costs, being netted out to a cost per copy (B&W, color) for the County page count in aggregate.

Provided in the Pricing Section

- Provide a complete solution that includes all hardware, software, implementation services, customer support, maintenance, documentation, reporting abilities, training, de-installation.

Canon Solutions America will meet these requirements

- Final hard drive erase, hard drive destruction and removal of equipment at the end of the lease period or end of life within 10 days or agreed upon by agency and contractor;

Customer is solely responsible for: (i) Customer compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data.

For the proposed Canon multifunctional devices the County of DuPage should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as “Initialized All Data/Settings” function) if found on the Equipment to perform a one pass overwrite of Data.

For additional security, if the county has higher security requirements, County may purchase from Canon Solutions America at an appropriate option for the Equipment, which may include an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature).

If the County should want to properly destroy the hard drive a replacement hard drive will be added to the price of the equipment.

- Establish a channel partnership to offer this Master Agreement as the supplier’s primary offer to Participating Public Agencies nationally;

Canon Solutions America is a proven channel partner with the awarded cooperative agreements for the last 10 years two agreements marketed through National IPA with the County of DuPage as the lead agency. As of March 1, 2018, Canon Solutions America has an agreement with Region 4 ESC for Managed Print Services. Our expertise and dedication have helped thousands of public agencies streamline the procurement process using cooperative programs to save time and money for their beneficiaries. Over the past 10 years Canon Solutions America has had a great partnership with National IPA, including sharing of best practice, providing support for agencies summits and alignment on the value of best value with in cooperative solicitations.

- Achieve cost savings for suppliers and Participating Public Agencies through a single Master Agreement, eliminating the need for duplication of process;

We acknowledge the benefits for both Canon Solutions America and the Participating Public Agencies of the a single Master Agreement,

- Aggregate volume of agencies nationally to achieve best value and increase market share for awarded supplier(s).

With the addition of the national scope, the County of DuPage has been given addition cost reductions and the Participating Agencies receive the value at the same aggregated pricing.

- The County expects the awarded supplier to provide similar pricing to contracts they may have for similar products and services with similar terms and conditions. In the RFP response, describe the company's pricing commitment to the County of DuPage and the national program. Describe how the proposed pricing compares to current contracts you have with other governmental cooperatives.

Presently, Canon Solutions America does not have a pricing agreement that is for similar products and services with similar terms and conditions.

Minimum Qualifications

Offerors will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

- Have a national presence in the industry with the ability to provide product and services in all 50 states.

Canon Solutions America has a national presence and can deliver products and services directly or through Canon U.S.A. Authorized Dealers.

- If the responding company is not a direct manufacturer, its proposal must detail how the non-direct manufacturer will provide all of the same capabilities, services, pricing and benefits of a direct manufacturer for the products and services offered in accordance with the requirements of the RFP.

Non-applicable

- Have a distribution model capable of delivering equipment, supplies, software (minimum Window 7 environment or higher) and services nationwide.

Canon Solutions America has a national presence and can deliver products and services directly or through Canon U.S.A. Authorized Dealers.

- Be able to meet the minimum requirement of the cooperative purchasing program detailed herein. Canon Solutions America has exceeded the minimum requirement of the cooperative purchasing program over the past ten years through our past agreements with National IPA.
- Be able to provide a full range of new product equipment, supplies, software and services to meet the demands of the County and all Public Agencies that opt to participate in the cooperative purchasing program through National IPA.

Canon Solutions America is strategically positioned to support the County of DuPage, IL, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program.

Scope of Work

The successful offeror shall be required to:

- a. furnish all tools, equipment, supplies, supervision, transportation, and other accessories (including surge suppressors), services, and facilities necessary to complete the work;
- b. furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work;
- c. provide and perform all necessary labor;
- d. provide all equipment operation training as specified, and
- e. perform and complete the work in accordance with good technical practice, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFP and the resultant agreement in the most timely, effective, efficient, and economical method possible while maintaining a high level of customer service and satisfaction.

Canon Solutions America acknowledges and agrees.

Purpose

The County intends to replace the current copier equipment with new copier equipment. It is the County's intent to standardize its copier equipment fleet with one manufacturer including all equipment obtained by one offeror. The County reserves the right to award to multiple suppliers under the national program.

The above-mentioned quantities are estimates only for the County of DuPage. The County's current copier inventory with the categories and specifications are outlined in Attachment B "DuPage County Copier Listing". Final quantities and exact placements will be determined after an offeror is awarded.

The County may request pricing from the awarded Contractor that would include equipment and service for all networked print devices, such as laser printers, at the time of the original contract or annually through the term of the contract. Annually, the County may review with the awarded Contractor opportunities to optimize equipment and possibly move or swap equipment to load balance equipment usage.

Canon Solutions America acknowledges and agrees.

Equipment

All equipment proposed, purchased, or leased, must be new and currently in production. New equipment has not been leased or used as a test/trial unit. New equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications. Equipment must be newly serialized, and the County must be the first user of the product and must have new equipment set of warranties.

Canon Solutions America agrees that the new equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications. Equipment must be newly serialized, and the County must be the first user of the product and must have new equipment set of warranties.

The offeror may provide remanufactured or reconditioned equipment only at the request of the County. If the product is purchased it must be eligible for a minimum ninety-day warranty. If the copier is leased and then it is discovered it is not needed, the copier can be returned within 30 days without charge for pickup or initial installation.

Canon Solutions America acknowledges and agrees.

It is understood that DuPage County will benefit from any equipment revisions, software updates, new drivers, additions, technical improvements, or necessary modifications in the units offered during the term of this contract at no additional cost.

When provided by the manufacturer or software developer at no additional cost Canon Solutions America will provide to the County of DuPage and All Participating Agencies.

Respondent shall warrant that all equipment, materials, and workmanship furnished, whether by Vendor or its authorized dealers, complies with product specifications, drawings, and other descriptions, supplied, or adopted, and will fit into existing space and suitable for the intended purpose.

Excluding any warranties of merchantability or fit for purpose.

Each multi-functional copier shall have the manufacturer's serial number permanently and legibly stamped or affixed on a major component in a readily accessible location. In addition, each multi-functional copier shall be permanently and legibly marked in a conspicuous location with the manufacturer's name or trademark and model number of copier. Should it be requested, vendor shall coordinate with IT labeling of copiers with DuPage reference numbers.

Canon Solutions America acknowledges and agrees.

As part of your response, include printer pricing and services. Currently, the County does not have a need for stand-alone network printers; however, there may be a need in the future.

Canon Solutions America has provided information and pricing for Canon standalone printers and Canon OEM supplies as part of this offer.

Minimum Specifications

- Majority of copiers be of similar design and accept interchangeable sub-components (i.e. Finishers, Stackers Paper Supply Modules, etc.)
- Remote management portal
- Scan to network and email
- Ability on apply Bates stamps to copier (view Attachment B) for current models with Bates stamps
- Offer a variety of pages per minute speeds
- Provide front-end scanning solutions
- Provide fax capabilities including:
 - fax to distribution lists
 - email fax confirmation to user
 - fax to computer
 - forward received fax to email
- Fixed platens

- Ability to use recycled paper.
- Copiers shall be equipped to handle 8-1/2 X 5-1/2" through 8-1/2 X 14". Detail models that can provide throughput with 11 X 17" (monochrome) and 12 X 18 (color) capabilities
- Reduction and enlargement features allowing for reduction and enlargement of original documents
- All copiers shall have manual and selectable automatic exposure settings, zoom, and reduce options with a minimum of 64% reduction and a minimum of 200% enlargement
- Automated document feeder
- Bypass tray for purpose of printing on specialized stock
- Image shift capabilities
- Optional PIN code for secure access for users.
- Copiers must be from the same manufacturer and operate in a manner similar to each another.
- Console models or desktop models to be equipped with cabinets
- Copiers shall have a total copy count meter, which is clearly visible to DuPage County personnel.
- Common paper sizes (5 1/2 x 8 1/2, 8 1/2 x 11, 8 1/2 x 14 and 11 x 17) shall count and bill as a single copy.

Canon Solutions America acknowledges and agrees.

Additionally, the County of DuPage and the Participating Agencies will benefit for Canon's advance technology. As a leader in digital imaging solutions, we celebrate the receipt of multiple industry accolades awarded to the Company by Keypoint Intelligence – Buyers Lab. Most notably, Canon is the recipient of the 2018 Copier MFP Line of the Year for the third consecutive year.

"The models in Canon's copier MFP line are running three years strong as trailblazers in their respective segments. Each of the 14 current models BLI tested¹ tout easily replaceable components, extraordinarily comprehensive usability, and an astonishing overall misfeed rate of just 1 every 426,000 impressions², making them some of the most productive and reliable machines to pass through our labs to date," says George Mikolay, associate director of copiers/production for Keypoint Intelligence – Buyers Lab. "The surplus of workflow-expediting, cost-cutting solutions that each device supports are icing on the cake, and the machines can produce high-quality printed and copied output that businesses of all types will be ecstatic about."

Canon additionally received recognition for BLI Winter 2017 "Pick" awards for the following solutions:

- imageFORMULA DR-M260: Outstanding Workgroup Scanner

- Color imageCLASS MF630 Series (MF632Cdw/MF634Cdw): Outstanding Personal Color Multifunction Printer
- Color imageCLASS MF730 Series (MF731Cdw/MF733Cdw/MF735Cdw): Outstanding Color Multifunction Printer for Small Workgroups

“Canon is honored to once again receive recognition for its Copier MFP line,” says Toyotsugu Kuwamura, executive vice president and general manager, Business Imaging Solutions Group, Canon U.S.A., Inc. “It is with great pride that we continue to develop solutions that embody next-generation technological capabilities to help our clients more seamlessly conduct business and streamline workflow operations.”

Once a year, BLI honors Line of the Year awards to those vendors whose product lines it determines to be the best overall in their category based on the collective test results of all models tested in BLI’s comprehensive two-month laboratory evaluation. Selections for Pick awards are made by BLI’s staff of technicians and editors subject a number of devices from every major original equipment manufacturer to BLI’s comprehensive lab tests in the last six months.

Advance support and security

All models in the third generation imageRUNNER ADVANCE family utilize a common source code for firmware development. This Unified Firmware Platform allows for version upgrades, including additional functionality, to existing models in the same generation. Unified Firmware Platform allows for an increased value proposition of the device over time with continuous feature improvements, as well as consistency across models in the same generation.



Special Needs

Please identify your firm’s ability to provide one multi-function production level laser printer similar or equivalent to Canon iR105 (now discontinued), 105 pages/minute; 8.5x11 that can address the following specification:

- Printer/scanner/copier
- Black & White
- Maximum finished size is A3 (11x17)
- Print speed (similar to iR105, 105 pages/minute; 8.5x11)
- Quick warm-up time
- Paper feed (2,100 sheets)

- Paper output (500 sheets)
- Paper weight (20# & 24# Text, 90# & 110# Index, 80# Cover, Laser Labels, and Carbonless)
- OS support; Windows, Adobe
- Languages (for legacy system output)
PCL 5e or even better PCL5c neither PCL XL, nor PCL 6 Enhanced are acceptable
PJM (printer job language)
Postscript 3

NOTE: These requirements will cover our use of Host Integration Server, JES Queue for Printers, and Network Print Facility and Intra/Internet - web status and configure would be useful.

Canon Solutions America will be recommending the Canon imageRUNNER ADVANCE 8505 II Series configured in a similar manner.

Equipment Categories/Proposed Equipment

The County has established categories to cover its requirements. An Excel work-book with County of DuPage requirements as well as national program requirements is contained in Attachment D Price Worksheet. The categories shown relate to the equipment currently being provided. These categories have been established in a manner that allows overlap between the categories and thereby, provides some flexibility to the County in the final determination of copier selection.

Offerors will review the Attachment B and C for the current copier options.

Canon Solutions America acknowledges and agrees.

Discontinued Equipment

It will be the responsibility of the Vendor to notify the County when a copier is discontinued by the manufacturer and becomes unavailable. The Chief Procurement Officer must approve the replacement model being offered by the Vendor. Such approval is contingent upon compliance with the following conditions:

- The replacement request must be in writing to the Chief Procurement Officer.
- The replacement copier is of equal or greater technology and offers the same or more features than the discontinued model
- The replacement copier has the same cost-per-copy price as the discontinued model.

Canon Solutions America acknowledges and agrees.

Consolidation of Models

The Offeror may elect to consolidate copier models at any level for its own convenience or volume discounts, etc.

For example; if a copier geared to Segment 2 requires different supplies than a Segment 3 copier the offeror may choose to provide one model for both categories provided the copier meets all of the requirements of the higher category model

Canon Solutions America acknowledges and agrees.

Published Specifications

Proposer must submit their published specifications for the proposed equipment and must also identify where specifications can be found (Buyers Laboratory Inc. (BLI) web site or supplier website). Items that are unable to be verified may disqualify the Respondent's submission for the unverifiable segment

Product Requirement	Canon (a)					
Single Function Printers (SFP)	X					
Multifunctional Devices (MFD)	X					
Facsimiles	X					
Scanners	X					
Wide format	X					
Production	X					
High Production	X					

(a) Canon or Oce are noted as the Original Manufacture for all products in the category

Source Buyers Laboratory

4/24/2018

Canon Solutions America acknowledges and agrees.

Replacement Equipment

The Vendor shall provide replacement copiers at no additional cost to the County if any copier must be removed from its installation location for repairs. The Vendor shall permanently replace any copy copier, which is mutually deemed ineffective or faulty.

Notwithstanding any provision of this Contract and specifically for units not placed at the County, Canon Solutions America warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Canon Solutions America will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by this Contract, Canon Solutions America will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions:

1. The equipment is continuously and exclusively serviced by Canon Solutions America from and including the date of original installation;
2. Customer fulfills all terms of this Contract;
3. Before requesting a replacement unit, Customer gives Canon Solutions America the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America will supply a loaner unit until the machine is restored to good working order.

Parts, Staples, Toner, Distribution, and Supplies

Maintenance and service shall consist of all parts (including drums, rollers, circuit boards, etc.) necessary to service and repair copiers. Vendor to provide all supplies necessary to operate the copiers (including but not limited to toner, developer, fuser oil, staples, etc.) with the exception of paper. Supplies proposed as part of the maintenance plan must be Original Equipment Manufacturer (OEM) supplies.

Supply expectations:

- Toner, staples, parts, and supplies must be OEM, no off brand accepted
- Offeror retains ownership of consumables inventory
- Downtime due to lack of consumables is not acceptable
- County does not desire to have excess inventory at any location
- Proactive device monitoring and “just in time” delivery of consumable supplies
- Vendor responsible for disposal and recycling of all service parts
- Email alerts to selected end-users when toner supply is low

- Vendor provided supplies shall be delivered in sufficient quantities to operate all equipment for a minimum of thirty (30) days. The Vendor shall stock parts on County premises to assure 98% equipment "up-time". The County may assess cash penalties against the Vendor for failure to meet promised "up-time" commitments.
- At a minimum, vendor shall provide a toll-free number where toners and related supplies can be ordered. When the product is shipped, the packing slip will list the name of the person placing the supply order. If possible, the serial number of the copier for which the supply is for will also be listed.
- The County shall provide a secure location for supply storage on County premises.

Canon Solutions America will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within Canon Solutions America's Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater).

The County of DuPage and nationally to Participating Public Agencies. Supplies proposed as part of the maintenance plan must be Original Equipment Manufacturer (OEM) supplies. Canon Solutions America is in full agreement with the counties requirement. Non-OEM product, parts and supplies have a profound effect on the long term productivity and creates additional expense to remediate failures. With a high amount of counterfeiting in Non OEM products, parts and supplies, it leads public entities to have to justify the value of their use. Additionally, agency lose their ability to have visibility to international standard of manufacturing like ISO14000 and RoHS. As a leader in manufacturing, Canon has a very aggressive stance on Counterfeiting.

Copier Relocation

During the course of this contract, it may be necessary for various reasons to relocate installed copiers. After initial installation, any copier may be relocated two (2) times per contract period at no additional charge. Copier relocation will be done by the Vendor unless the Vendor determines the relocation would not require trained personnel.

After initial installation, Canon Solutions America agrees to allow any MFD copier between 20 ppm and 105 ppm to be relocated two (2) times per contract period at no additional charge and with an aggregate fleet relocation total not to exceed the number of units installed per member under this contract.

Copier Right Sizing

The County may request pricing from the awarded Contractor that would include equipment and service for all networked print devices, such as laser printers, at the time of the original contract or

annually through the term of the contract. Annually, the County may review with the awarded Contractor opportunities to optimize equipment and possibly move or swap equipment to load balance equipment usage. The copier needs of the County may change over the 4-year lease period. The County would like to have flexibility to return up to 5% of the fleet during the lease period without incurring return charges or lease buyouts.

Canon Solutions America will allow the County to Upgrade or Downgrade 5% of the cumulative installed population of machines over the term of the contract. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.

Support

The successful offeror will be required to name a Support Manager. The Support Manager will be the person who will be empowered to be the general contact and make decisions to ensure that the contract implementation and day-to-day operation is as stated herein. This person will serve as the point of contact for the vendor and conduct the following activities:

- A. Meet with the County point of contact on a quarterly basis to review reports and copier placements.
- B. Keep the point of contact abreast of current events in the industry.
- C. Accept and follow through with all Change Orders and related paperwork.
- D. Review and coordinate the resolution of invoice disputes

Canon Solutions America acknowledges and agrees.

Uptime and Penalty

In a work stoppage situation wither the unit must be prepared within two working days or penalty of 1/30th of the monthly lease base will be assessed for each day it is inoperable or a loaner not provided.

Canon Solutions America's experience has shown that the benchmark for a loaner to be issued has been 16 consecutive business hours. The reason for this time frame is that in the majority of cases we have been able to remedy the problem with the inoperable machine. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America will deliver a loaner unit, upon customer's written request, until the item is restored to good working order. The loaner remedy excludes machines with rated speeds of 110 pages per minute or greater, imagePRESS, Wide Format and CLC color machines.

Networking Support

Offeror's shall provide software support staff that shall coordinate with authorized user personnel in charge of the computer network to ensure proper integration of products within the customer's office environment as well as answer questions and concerns of the equipment installed.

Respondents are to provide a telephone number for IT related service support for a minimum of 90 days after installation. Network installation support and after installation network support is part of this contract. Equipment shall comply with all County network security requirements and shall provide network security kits as an available option or standard component.

Canon Solutions America acknowledges and agrees.

Driver Support

Offerors shall outline in their response the types of drivers that will support the copiers, the number of different drivers recommended for use in the DuPage copier fleet, the anticipated frequency of driver updates, how drivers will be added and/or deleted and overall driver support provided to DuPage IT.

Canon Solutions America acknowledges and agrees.

Within the assessment process Canon Solutions America will provide the County of DuPage and all participating agencies recommendations on streamline the amount of drivers and the frequency of updates. With the offer portfolio are applications that can provide significant reduction in IT resources for managing an active fleet of Canon multifunctional and single function printers.

Dedicated On-Site Service Technician

The successful Offeror shall provide the County a dedicated, on site, full-time (Monday through Friday, 8:00 a.m. to 4:30 p.m.) service technician or technicians as may be required at peak activity periods, trained, and qualified by the equipment manufacturer on the equipment installed.

The County shall provide the service technician internet and County e-mail access, in addition to adequate work and storage space. Response times for copiers located on the County complex are expected to be within two business hours of request. If it appears that response cannot be met within two business hours, additional technicians should be sent to the County. Due to security factors, secured locations and other factors the County reserves the right to request that the vendor not "rotate" several service technicians in and out of the County should the onsite technician become unavailable. If the dedicated technician is not busy with County service requests, the awarded Vendor may schedule additional calls for the technician in the immediate area of the County complex. Once

a County service request is made, the technician must then respond within the previously defined timeframe. If the County service request is made after hours, the service technician would need to respond to the County at 8:00 A.M. the next morning. At County's discretion, the service technician may be requested to take manual meter reads.

Included in Addendum #5 is the County of DuPage' removal of this requirement. Canon Solutions America during the assessment of the County of DuPage or other participating agencies with multifunctional device fleets in excess of 200 units will review the requirement for a Dedicated On-Site Technician and make recommendation specifically tailored to the agency.

Security

Overwrite/Encryption: All proposed equipment containing a hard drive must have as available options, HDD Overwrite and/or HDD Encryption capabilities. Data overwrite standards must meet US Department of Defense (DoD) standards for data overwrite.

Controls shall identify the ability to comply with all applicable policies, to ensure the protection of data, such as but not limited to:

1. Ability to password protect the device with a complex password
2. Connection filtering with access restrictions
3. Ability to have separate connections for fax and network communication
4. Confidential print jobs, including incoming fax holding with authentication
5. Security logs
6. Hard disk encryption
7. Electronic shredding and or hard disk sanitation - manual, automatic or scheduled
8. Encrypt remote administration traffic
9. Ability to apply port access controls
10. Ability to disable USB ports

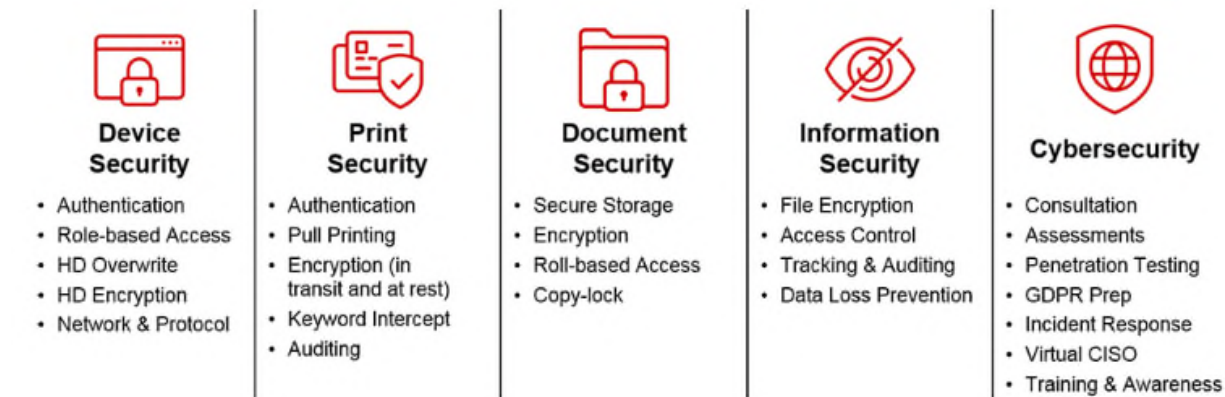
Optional:

1. Ability to scan badges for printing and tracking

Multi- Function Devices that processes or stores data shall have the ability to comply with internal policies such as those related to computer operating systems, configuration management and patch management. For example, if a device has an underlying MS Windows™ based operating system, the device must comply with Windows™ policies

Goals and Objective of End-Point Security

Data in transit or at rest may contain information about the organization that should be kept confidential. The goal of confidentiality is to prevent the unauthorized disclosure of information accidentally or intentionally. In addition to keeping data confidential, it must be kept accurate; integrity assures that data is not altered, either accidentally or with malicious intent. Confidentiality and integrity must be achieved while still making data accessible to legitimate users. Controls should be in place to prevent attackers from denying legitimate users access to data and resources.



Product

Architecture and Operating System

A corporate network will never be secure if the individual systems on the network are not protected against attack before they are deployed, and more importantly, maintained at that same level of security throughout their lifecycles.

Print controllers should have a system architecture that by designed is not open sourced or designed for common use.

Hard Drive Data Protection

The imageRUNNER device has the ability to process image data for printing, scanning, faxing, and copying, which creates efficiency in your workflows. It is important to understand how data stored on the imageRUNNER device is securely protected.

Most multifunction products store image data on internal hard disk drives, similar to those found on a personal computer. That data may include scanned images, incoming faxes, spooled print jobs stored temporarily, or files saved in local Mail Boxes for long-term archival and future print-on-demand needs. In addition, similar to that on a PC, the file data remains accessible until that disk sector is overwritten. To safeguard against these common vulnerabilities of hard drive-based storage, Canon has integrated standard security features with its hard disk drive storage capability, thereby significantly reducing the potential threat of data misuse. The ability for thieves to recover usable information from an imageRUNNER device hard drive is made extremely difficult based upon Canon's standard

security features, and it is even more challenging when Canon's optional Security Kit is installed and configured properly.

All data, both temporary and permanent, sent to an imageRUNNER device is written in random, non-contiguous locations on the hard disk drive. Data stored on the hard disk drive of imageRUNNER devices is compressed using proprietary formats integral to the operating system, and may only be decoded on the device for increased security.

The hard disk drive data directory information for imageRUNNER devices is stored on a separate system board, making file reconstruction infeasible in the event of hard disk drive removal.

imageRUNNER HDD Security Options

Canon offers optional HDD Security features to further enhance the protection of hard disk drive content. The center of Canon's data protection initiative are Canon Security Kit software and hardware offerings that contain utilities to either encrypt all user data prior to storage on the hard disk and/or initiate the overwriting of the hard disk to completely erase previously stored data. When activated, the Security Kit delivers peace of mind for those in charge of managing sensitive information and serves to meet internal company policies of data protection.

Common Criteria Certification

The innovative security chip at the heart of Canon's optional HDD Data Encryption Kit and the Security Kit B Series for imageRUNNER devices have received a Common Criteria Certification of Evaluation Assurance Level 3 (EAL3).

A product awarded Common Criteria Certification (CCC) means it has passed a rigorous government-sponsored inspection process for the safety and security of data entered, stored, displayed, or transmitted by networked devices. Also known as ISO 15408, Common Criteria

Certification is a requirement for all hardware and software devices used by government agencies handling national security data. Although not mandatory in the private sector, systems that achieve CCC standards engender a higher level of confidence among IT professionals.

Hard Disk Drive Data Encryption Feature

(256-Bit AES Encryption)

Encryption on the hard drive is achieved by using a multistep process to mitigate any risk of unauthorized disclosure. First, the imageRUNNER device uses mathematical algorithms to scramble bits of data. The data is then encrypted using 256-Bit AES encryption, making the intelligible reconstruction of files infeasible in the event the disk is removed. A secret key is created in the imageRUNNER device, which is stored in a separate system board. This secret key is used to encrypt all image data before writing to the HDD, providing protection for both temporary and permanent

data such as documents stored in Mail Boxes. Finally, the data is stored in noncontiguous locations on the imageRUNNER device's hard drive.

Hard Disk Drive Data Erase Feature

On most systems that contain a hard drive, once a file is deleted or removed from Hard Disk memory, it is still accessible until it is overwritten. An attacker with the right tools may be able to reconstruct files that have been deleted or have passed through a temporary storage area on the system. For an MFP device, the risk is the same.

Each document that is copied, scanned, printed, or faxed creates some amount of data in temporary storage. With Canon's Hard Disk Drive Erase feature, the data created for each copy, print, scan, and fax job is overwritten and erased immediately after the job is completed; therefore, no trace of the information remains on the hard disk.

Choose one of three erasure methods depending on the sensitivity of your documents and applications: overwrite once with null data, overwrite once with random data, and overwrite with random data three times for maximum security protection.

Overwriting prevents information from being retrieved by data, disk, or file recovery utilities. Overwriting is resistant to keystroke recovery attempts executed from standard input devices and from data hacker tools. The overwriting process includes not only the logical storage location of a file, but also includes all addressable locations.

The security goal of overwriting is to replace written data with random data

Canon Fax Boards Have Firewall Protection

Since the advent of MFPs, there has been a misconception about the possibility of network penetration via the public switched telephone network (PSTN) used for voice and fax transmission. Canon imageRUNNER devices may be equipped with a G3 fax board. To help prevent network penetration via the public switched telephone network, the imageCHIP system architecture's firewall physically and logically separates the fax modem from network functions residing on the main controller board. The G3 fax board implementation connected to the public switched telephone network responds only to CCITT.T30 commands and does not support network communication protocols, preventing hackers from initiating a malicious network attack via the fax port on a Canon imageRUNNER device. Only G3 Fax protocol data can be exchanged; otherwise, the circuit is disconnected with a fax error code.

The imageRUNNER device's Fax Board does not come with a binary transfer function and, therefore, it is not possible to receive data files other than fax image files. In the very unlikely event that the fax

board did receive a data file that “pretended” to be a fax image data file, the call would be disconnected and result in a fax error code.

Fax Destination Confirmation

To help prevent faxed documents from being inadvertently sent to the wrong destination, imageRUNNER devices offer a Confirm Entered Fax Number feature for additional protection. When enabled on the device by an administrator, users will be prompted to re-enter the recipient’s fax number prior to sending in order to confirm that it matches the original one specified. If the fax numbers do not match, the user will be prompted to enter the original number again and re-confirm.

Fax Forwarding

This function allows select imageRUNNER devices equipped with a fax board to forward inbound fax transmissions to specific recipients or destinations. This is done by setting predetermined conditions or storing faxes in a secure Memory Reception Inbox for later printing rather than permitting incoming messages to pile up in an open output tray.

Memory Lock

Documents received by select imageRUNNER devices equipped with a fax board may store incoming fax documents into a memory reception box until the recipient is available to print and accept them. This user-selectable feature allows a department or company to maintain document hardcopy security over their received documents until they are ready to physically retrieve them.

This is good for high-traffic areas where users cannot immediately pickup incoming faxes.

Access

User Authentication

Every user should establish his or her identity before accessing any resource. Authentication is the method used to verify that the user is who he or she claims to be. The most common authentication mechanisms include passwords, smartcards, and two-factor authentication, such as a combination of a password and card access.

Access Control

Every user’s identity is associated with a role and privileges. These decide what the user can access and what actions the user can perform on a given resource. Access controls help protect resources from unauthorized access, modification, and deletion. Role-based access controls (RBAC) are the most common implementation of access controls.

Encryption

The confidentiality and integrity of data must be protected while it is in storage and during network transmission.

Protection of data during transmission is commonly achieved through the use of encryption, including Secure Socket Layer (SSL), IPSEC, and algorithms such as TDEA (3DES), AES and RSA.

Logging/Auditing

Audit trails help system owners and auditors confirm that the implemented security mechanisms, such as authentication and access controls, network systems, and application logs are implemented to serve this purpose.

Access Management System

Canon offers two robust tools to limit access to each of the functions and features on imageRUNNER devices at the user and group-level, such as Copy, Send, Fax, Print, Mail Box and Scan. Within each device function, access to individual features or tabs can also be further restricted as a part of the Access Management System. When Single Sign-On has been enabled on a device, users will need to be successfully authenticated at the local device or domain-level before they are permitted access to the functions and features that their role allows.

Access to the following functions and features can be restricted:

- Print*
- Copy
- Send (including the Fax function)
- Mail Box (including Job Hold function)
- Web Utilities
- Utilities
- MEAP Applications

Administrators can use the entry-level Access Management System option to define and assign roles on individual imageRUNNER devices. At the enterprise-level*, the imageWARE Access Management System Plug-in for Canon's imageWARE Enterprise Management Console device management software provides centralized administration of multiple imageRUNNER devices.

Password Protection for Mail Boxes

Most imageRUNNER devices offer hard disk drives with a portion of capacity reserved for digital document storage in Mail Boxes. With the ability to store thousands of pages and files for archival, print-on-demand, or collaborative projects, Canon imageRUNNER devices serve as local document libraries as well as output devices. Documents created throughout the day can then be printed and collected in a single trip to the device to maintain privacy and efficiency. Documents intended for specific recipients remain under control with password protection.

Administrators retain control of storage limitations to guard against access to files stored in unlocked Mail Boxes.

Documents are stored on the internal hard disk drive until deleted, though administrators can also limit storage time of documents stored in Mail Boxes.

Network

Network Access Control

In addition to authentication and user-based access controls, the imageRUNNER device also provides a number of features that deliver protection against network threats. Standard within imageRUNNER devices, administrators can block specific systems and IP/MAC addresses from connecting to the device, as well as access to service ports, applications and connectivity options.

IP Address Filter

The IP Address Filter on the imageRUNNER device performs a function common to many firewalls. Authorized IT personnel can permit or reject incoming packets from specific IP addresses or range of IP addresses. This allows you to restrict access to the imageRUNNER device for specific users or groups of users based on where they are on the network. Additionally, the imageRUNNER device also allows administrators to apply IP address filters for outbound connections as well. For example, for certain functions such as Remote Copy and Universal Send, administrators can block or restrict end-users from sending files to specific IP addresses. This can help minimize the risk of data falling into the wrong hands by being sent out of the company or to untrusted systems

Media Access Control (MAC)

Address Filter

MAC address filtering is useful for smaller networks where administrators can manage controls for specific systems, regardless of the subnet to which they happen to be connected. For environments using Dynamic Host Configuration Protocol (DHCP) for IP address assignments, MAC address filtering can avoid issues that are caused when DHCP leases expire and a new IP address is issued to a system. As with IP address filters, MAC address filters can be used to allow or deny access to specific addresses. Up to 100 MAC addresses can be registered and easily added, edited, or deleted through the Remote UI interface. MAC address filters take a higher priority than the IP address filters; so necessary systems can be allowed or denied; even if the system's IP address would dictate otherwise.

Application/Port Access Control

Canon understands that organizations have varied needs and security standards for remote user access and remote administration, and that every open port and enabled service provides another potential path of attack on the system. The imageRUNNER device has been set up to support only the necessary protocols used for transferring data, which are restricted using a network application. Unauthorized access from the outside is blocked through IP-address-based connection and PC-specific MAC address restrictions. Network protocols, such as IPP, FTP, SMTP, SNMP, RAW, LPD,

and others, can also be switched on or off at the administrator's discretion. Disabling unneeded services, protocols, and ports assists in securing the network by reducing potential intrusion points.

USB Block

USB Block allows the System Administrator to help protect the imageRUNNER device against unauthorized access. This function may be set to permit or prevent the use of USB Device/Host Interface. System Administrators can use this function when connecting the device to a computer via a USB cable or when connecting a USB device to the imageRUNNER system. When the "Use USB Device" and "Use USB Host" modes are set to "off," USB connections between the imageRUNNER device and a computer as well as the imageRUNNER device and a USB device are prohibited, helping to prevent unauthorized access.

Secure Socket Layer (SSL) Encryption

Many organizations are quite diligent about protecting data as it is transferred between PCs and servers or from one PC to another. However, when it comes to transmitting that same data to and from the MFP device, it is almost always sent in clear text. As a result, it may be possible to capture all the data as it is sent to the printer via the network. Canon helps mitigate this dilemma by providing Secure Socket Layer (SSL) encryption support for some transmissions to and from the imageRUNNER device, such as scan-to-email, Internet-fax (i-fax), Remote UI, Web Access and DIDF. As a communications hub, imageRUNNER devices are capable of connecting your business with high-speed information distribution capabilities through Canon's Universal Send technology. By leveraging the power of your existing data network infrastructure, you can scan and send TIFF, PDF, and JPEG files to any network destination—email addresses, network servers, file folders, and Internet fax numbers. Even though scanned data is just passing through your MFP, data streams can be intercepted as they travel to their intended destinations. Canon imageRUNNER devices utilize SSL technology to encrypt the content of emails and i-faxes when sending to authorized destinations. SSL for scan and send provides transport layer security to ensure documents scanned on an imageRUNNER device are safely transmitted to the recipient.

Device Information Delivery Function (DIDF)

Device Information Delivery Function (DIDF) allows the administrator to easily manage and maintain imageRUNNER devices over a network and ensures that these devices are configured in accordance with the company's security policy. The administrator sets an imageRUNNER device as a reference machine and the management data can be distributed and registered automatically to up to 100 other specified imageRUNNER devices on the network. Data that can be managed includes the Address Book, Forwarding Settings, Favorites Keys, Department ID, and settings entered in [Additional Functions].

Document Security

Canon imageRUNNER devices are equipped with a host of features and functions to help minimize accidental disclosure of data to casual observers. From basic facedown output to secure printing, Canon protects your information with the following security technologies.

PDF Encryption

In addition to SSL encryption for sending scanned documents, the imageRUNNER device also uses Adobe® standards to allow users to scan and send documents as encrypted PDF files. This is performed directly at an imageRUNNER device equipped with Universal Send, without the need for additional software. PDF Encryption provides an additional layer of security beyond SSL, and helps to ensure that documents are still secured once they reach their destination. By requiring a password to open the document or to print, change, or extract data, PDF Encryption gives businesses increased control over documents, even after they leave your hands. For even greater protection, the password itself can be encrypted to further restrict unauthorized users from viewing documents. Users may select either 40-bit or 128-bit encryption.

Encrypted Secured Print/Secured Print

Encrypted Secured Print and Secured Print are essentially delayed, authenticated print features that hold a print job in queue on the imageRUNNER until the user enters a specified password authenticated at the device to release the job. This ensures that the user is in close proximity when the document is printed. The imageRUNNER device requires the user to set a password in the print driver window when sending a print job from a connected PC. With Encrypted Secured Print, the data transmitted across the network is encrypted and automatically deleted once printing has been completed.

Watermark/Secure Watermark

Watermarks allow users to embed owner information in documents, which can be retrieved in either its printed or digital form. Secure Watermarks allow users to embed hidden text that becomes visible when the document is copied, deterring the making of unauthorized copies. Watermarks and Secure Watermarks work by inconspicuously embedding coded information in the document, much like the ones used in bank notes.

Address Book Protection

A number of security measures have been implemented within imageRUNNER devices to help protect the information stored in the Address Book and provide control over the destination types that can be used.

Address Book Password Administrators can enable the password-protection feature on the imageRUNNER device to control access to the data stored in the Address Book. Once enabled, users

must enter the correct password on the device to add, change or delete entries. This helps ensure that only authorized recipients receive documents. Address Book Destination Restriction Users can be restricted from adding new addresses by specified destination type such as fax, emails, i-fax and file when sending documents through Color Universal Send. Each restricted destination type will be grayed out and unavailable for selection on the Send interface of the device. When enabled, users may only select addresses registered in the address book.

imageWARE Secure Audit Manager

To help protect confidential data, reduce the impact of information loss and assist in meeting strict government guidelines, Canon's proprietary imageWARE Secure Audit Manager software provides tracking and accountability of documents sent to and from Canon imageRUNNER and imageRUNNER LBP devices. Ideal for government, legal, finance and educational organizations, imageWARE Secure Audit Manager is the first product that provides hardcopy document distribution transparency for all print, scan, fax, copy and send jobs. In an effort to deter information leakage, crucial data such as the user ID, time/date, send/receive and an indexed record of what was sent can easily be searched and retrieved.

imageWARE Secure Audit Manager captures all job log information, along with its image and text data, and stores it in a central repository to create a complete and detailed audit trail. Once captured, information can be retrieved using one of three search features: image search provides the ability to locate documents based upon images contained within the document itself, full text search finds matches from patterns of words, and attribute search enables the identification of matches based on device name, job log ID, IP address and more. To aid in proactive leak detection, administrators can enable Keyword Notifications to send alerts via email when designated phrases are detected in copy, fax, scan, print, and send jobs.

Installation and Implementation

The County desires that the successful Vendor will install the copiers within twenty (20) calendar working days or upon request after award of contract with required training in place during the same period of time. The implementation plan (included in the evaluation criteria) needs to include a detailed methodology on coordinating installation of new equipment while removing the existing equipment with minimal disruption to business continuity.

Canon Solutions America, Inc. has provided an overview in Tab 4 Resources, Approach and Methodology Section 17. We will not be responsible for removal or disposal of the current equipment.

End-User and Key Operator training

The Offeror will provide, at their expense, all training required for the operation of any equipment at any site at any time. All locations have a large number of users; the Offeror may use a “Key Operator” concept and specifically train one or more individuals in depth. If a “Key Operator” or other trained personnel should leave a location, the replacement must also be trained in a timely manner.

Additional onsite training will be available without charge when requested by the County.

Training [multifunctional copiers only]

CSA will provide Key Operator and User training on Canon brand products via eLearning as our standard offer. For Customers that require on-premises Key Operator Training, CSA may an operator training program for the key operators and operations demonstration for users to be scheduled at mutually agreed times shortly after the initial installation and as needed thereafter. Key Operators shall be trained in the removal of simple misfeeds, the addition of supplies and toner, and the cleaning disciplines required of the specific machine. They will also be instructed in the routine necessary to acquire service, phone numbers to call and people to reach. This information shall also be clearly posted on each unit. Training for use of software included with equipment shall be provided shortly after installation, and additional training and support for future enhancements may be required. Product trainers shall be certified by the manufacturer on the equipment and software supplied through the agreement.

Training [All other products]

CSA will provide Key Operator and User training via eLearning or as mutually agreed upon by the Customer and CSA (which may be at an additional charge).

Reporting Requirements

The Offeror shall maintain an inventory record that identifies all equipment delivered, removed, and replaced under this contract. The inventory record will be provided to the County on a yearly basis or as requested. The report shall include: (1) make and model, location, serial number and all options of the installed equipment, (2) record of performed maintenance and repair, (3) monthly volume of copies produced, by copier, (4) total billing for all copier services provided during this period, and (5) average monthly usage by copier for the contract period.

Vendor shall indicate online reporting capabilities assessable under this agreement.

Invoicing

Invoicing will occur on a monthly basis. Invoices will be made available online and be downloadable.

Invoices will contain all or a mix of the following:

- County Identification number
- Purchase Order Number
- Department Reference
- Invoice number
- Invoice date
- Serial #
- Model #
- Invoice Due date
- Lease Time Period (beginning and ending dates) covered by invoice
- Copier location (address, building number, floor number and room number)
- Beginning meter number and ending meter number, total copies made during billing period
- Monthly copy allowance
- Copy overages
- Lease costs
- Remittance address
- Vendor contact information for resolving invoicing issues

Vendor will generate individual department invoices and consolidated statements and will collaborate with the County on a unified electronic billing format. Copiers appearing on department invoices will be determined by the DuPage Finance department. Invoices will be made available for downloading or can be pushed to end users via email.

Vendors will be able to receive payment via ACH (Automated Clearing House), Procurement Card (P-Card) and checks.

Vendor will structure invoice allowing it to be downloaded to Info Lawson EFP, allowing invoice amounts to be charge to various departments.

Canon Solutions America, Inc, acknowledges and agrees.

Additionally for Participating Agencies with can generally accomidate most request, generally following the guidelines below:

Equipment Billing

If you elect to utilize the retail option, equipment billing will be provided by Canon U.S.A.'s wholly owned leasing company, Canon Financial Services, Inc. (CFS). CFS generates and mails monthly invoices with 19-days lead-time. Payments are due on the 1st, 10th, or 20th of the month, depending on the date of contract commencement and contract type. We offer invoices based on individual contracts or all contracts together, detailing them on one invoice.

Maintenance Billing

We strive to provide billing statements that are rich in information yet easy to understand. We can accommodate most types of billing requests, including but not limited to: summary or detailed billing, mid-month and non-standard billing dates, and custom formatting. Our invoices are prepared in MS Excel, which can easily be imported into SAP and/or PeopleSoft. We will work with you to ensure that the invoice format is compatible with your accounts payable process. All invoice payments are due within 30 days of receipt. CFS can also accommodate maintenance billing if required.

Customizations

When leasing through CFS you will have online access to extensive information/reporting capabilities. Invoicing information is available via an MS Excel - friendly file creator. This format allows you to manipulate columns online to offer sorted invoicing information: General invoice/address information, itemized charge detail, equipment schedule, and copy/aggregate usage detail. Individual invoice processing is available with the following features:

- i Print invoice: allows you to view or print one invoice at a time
- i Sort/Print Invoice: allows you to choose a combination of sort options
- i Download Invoice: allows you to export file to ASCII or spreadsheet formats
- i Electronically Pay Invoice: apply online to make a recurring monthly transfer or a one-time transfer electronically

For general leasing questions, you may also contact the CFS Contract Portfolio Management group at 1.800.220.0330 or canoncustomer@cfs.canon.com. You can reach them between the hours of 8:30 am and 8:30 pm EST.

Additional comments

The County of DuPage Solicitation #18-020-LG (the “Solicitation”).

Respondent, Canon Solutions America, Inc. (CSA”) Response Overview.

1. Reference to the Agreement in Customer Purchase Orders

“Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for the Customer's administrative convenience only, and any terms and conditions in this purchase order which conflict with, vary from, or supplement the terms contained in [resulting NIPA Contract] between Canon Solutions America, Inc. and [DuPage County], shall be deemed null and void.”

2. Referenced Sections of the Solicitation

General Statement: Canon Solutions America has read, understands and agrees to the sections of the Solicitation in their entirety, except as noted in in our response, including the Exceptions to Request for Proposal Language, , and understands that the sections referenced below will be incorporated into the agreement resulting from this Solicitation:

- Section 1 - Project Information
- Section 2 - Instructions to Offerors

(CSA requires the right of assignment to, or leasing from, Canon Financial Services (“CFS”), a wholly owned subsidiary of CSA’s parent, Canon U.S.A., and CSA’s affiliate, to handle finance and billing on CSA’s behalf)

- Section 3 – General Conditions
- Section 4 – Special Conditions

(CSA requires the right of assignment to, or leasing from, Canon Financial Services (“CFS”), a wholly owned subsidiary of CSA’s parent, Canon U.S.A., and CSA’s affiliate, to handle finance and billing on CSA’s behalf)

- Section 5 – Insurance Requirements

(CSA will endeavor to notify The County of DuPage of any changes within thirty (30) days of receiving such notice from CSA’s insurers.

- Section 6 – Scope of Work and Specifications

3. Ancillary Form Agreements

From time to time, the attached agreements are used in conjunction with this agreement for administrative purposes and to provide additional contract terms. Additional agreements for Managed

Print Services and Enterprise Managed Services are specific to the Customer and will be provided and agreed upon prior the engagement.

Please see

Exhibit x. Enterprise Solutions and Services (ESS)

.

Exhibit y. Large Format Solutions (LFS)

Exhibit z. Production Print Solutions (PPS)

4. Summary of Responsive Terms

a. Venue

By submitting this response, for The County of DuPage only, CSA has agreed that the venue for all disputes, arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage, Illinois and that Illinois law will control. For all other Customers purchasing or leasing cooperatively off the agreement, disputes that may result between the Customer and CSA are to be resolved in accord with the law and venue rules of the State of purchase.

b. Fiscal Funding Out Clause

When Municipalities are allowed by their state or local laws to cancel an equipment lease obligation if the Municipality's legislative body or funding authority elects not to appropriate funding for a new fiscal year the leases and services agreements resulting for the agreement may be terminated due to the lack of fiscal funding, provided the Customer can: 1) Provide proof that funding was requested; 2) Provide proof funding was denied; and 3) agrees that no similar lease or services will be provided by another vendor for a period of one (1) year.

c. End of term Options

Except in the case of a lease schedule containing a \$1.00 purchase option, each schedule shall automatically renew on a month to month basis at the same payment amount and frequency unless Customer, at least sixty (60) days before the end of the scheduled term or any renewal term, either;

- (i) Exercises the purchase option in accordance with the terms hereof, or;
- (ii) Sends to CFS written notice that Customer does not want to renew the Schedule and at the end of such term returns the respective Equipment as provided below. CFS may cancel the automatic renewal term by, at least sixty (60) days before the end of any term, sending Customer written notice that CFS does not want the respective Schedule to renew. Unless a Schedule automatically renews or Customer purchases the Equipment as provided in the agreement, Customer shall, at the termination of the respective schedule, return the Equipment in good operating condition as set forth in the Return and Restocking Policy.

d. Return and Restocking Policy

Customer shall at the termination of the respective lease or rental schedule, return the equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. If, for any reason, Customer shall fail to return any equipment subject to a lease or a rental schedule to CFS, as provided in the agreement, by the last day of the applicable term, Customer shall pay to CFS upon demand, one billing period's payment (as specified in the applicable lease schedule), for each billing period, or portion thereof that such delivery is delayed.

If Customer wishes to return supplies, you can call the toll free number located on your Canon equipment to reach a Customer Service Representative who will facilitate the return process. We will pick up over shipped or defective supplies at no cost to Customer. Additionally, when Customer upgrades equipment, we will pick up any leftover toner, at no cost to Customer. We will assess other restocking fees on a case-by-case basis based on factors including, but not limited to, reason, type, and locations. Our supply department pre-approves all billable pickups before we issue a Return Merchandise Authorization (RMA).

e. Delivery Commitment

All lease and purchase charges quoted are inclusive of delivery and installation of all Canon brand equipment. CSA will deliver all equipment hardware within twenty (20) business days from receipt of appropriately signed and executed order document, barring any circumstances outside of our control, such as national backorder. CSA makes every reasonable attempt to meet Customer's requested delivery dates/times. However, because CSA may be subject, from time to time, to manufacturer production or shipping delays (or both), CSA may allocate distribution among all of our customers. Unfortunately, at times, this limits the delivery of requested quantities. Lead times for some products and services, including third-party software solutions and CSA's Managed Print Services offering, are determined by a mutually approved statement of work and formal project plan developed during the discovery phase of the project.

f. Products not offered on the National IPA website (Open Market)

CSA intent is to offer the majority of our Canon and alliance products, software and services within the published pricing list. There will always be items that are not listed on the National IPA website. These items will be known as "open market items." These Open Market items can include but are not be limited to; products, software, services subscription services, trade-ins, etc. Open Market items are subject to best available discounting that would be given to governmental customer following our national cooperative discount process. Managed Print Services and Enterprise Managed Services are considered Open Market and are specific to the agency and will be provided and agreed upon prior the engagement. Equipment included in agreements for Managed Print Services and Enterprise Managed Services will be priced as contained in this agreement.

g. Substitution Models

From time to time CSA will provide replacement or substitution models prior to the updating of the pricing pages for the agreement. The County of DuPage or participating agency may refer in its purchase orders or other ordering documentation the new model and the corresponding legacy model price.

h. Replacement of Canon Branded Equipment

CSA warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, CSA will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use.

Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by the agreement, CSA will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions:

- (1) The equipment is continuously and exclusively serviced by CSA from and including the date of original installation;
- (2) Customer fulfills all terms of the agreement;
- (3) Before requesting a replacement unit, Customer gives CSA the opportunity to cure any service problems which Customer may have with the equipment.

In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, CSA will supply a loaner unit until the machine is restored to good working order.

i. Technical On-site Response Time

Response time for fleets with Dedicated On-Site Technicians (including The County of DuPage): CSA will commit to a fleet average response of two (2) hours, over four fixed quarterly intervals per year. Response time shall be calculated from the time the Customer call is placed with CSA's dispatch department, until the time the technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA's recognized holidays. For the individual location which has multiple machines and active service calls, the technician's arrival shall stop the response time calculation for all open service calls at that location. This program does not include single function devices (printers, facsimile and scanners), imagePRESS, production, and wide format models.

j. Response Time for Participating Public Agencies

CSA will commit to a fleet average response of four (4) hours, over four fixed quarterly intervals per year. Response time shall be calculated from the time the customer call is placed with CSA's Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding CSA's recognized holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

This program does not include single function devices (printers, facsimile and scanners), imagePRESS, production, and wide format models.

k. Training [multifunctional copiers only]

CSA will provide Key Operator and User training on Canon brand products via eLearning as our standard offer. For Customers that require on-premises Key Operator Training, CSA may an operator training program for the key operators and operations demonstration for users to be scheduled at mutually agreed times shortly after the initial installation and as needed thereafter. Key Operators shall be trained in the removal of simple misfeeds, the addition of supplies and toner, and the cleaning disciplines required of the specific machine. They will also be instructed in the routine necessary to acquire service, phone numbers to call and people to reach. This information shall also be clearly posted on each unit. Training for use of software included with equipment shall be provided shortly after installation, and additional training and support for future enhancements may be required. Product trainers shall be certified by the manufacturer on the equipment and software supplied through the agreement.

l. Training [All other products]

CSA will provide Key Operator and User training via eLearning or as mutually agreed upon by the Customer and CSA (which may be at an additional charge).

4. Exhibit vii. Disadvantaged Business Enterprise

When a participating Purchasing Agency wishes to engage a Certified Disadvantaged Business Enterprise to perform functions, services, or support covered within the County of DuPage Agreement and with CSA's approval; a billing and discount arrangement will be agreed upon with the Certified Disadvantaged Business Enterprise. The Participating Purchasing Agency will receive the same level of pricing and services as outlined in the DuPage Agreement.

If a Participating Purchasing Agency requires the performance of functions, services or support not covered within the County of DuPage Agreements, the Participating Purchasing Agency and Certified Disadvantaged Business Enterprise will negotiate the requirements, terms, conditions and compensation.

5. Exhibit viii. Sponsorship Fee

As part of CSA's commitment to providing excellent support for the County of DuPage and the National IPA agreement, we are requesting the inclusion of the process listed below, so that we can better support certain Participating Purchasing Agencies.

From time to time Participating Purchasing Agencies will organize a separate buying group under a lead or parent organization (the "Sponsor") for the purposes of consolidating buying agreements, locally, regionally or nationally. These Sponsors will perform, for their buying groups, various functions, services or support. To compensate Sponsors for their functions, services and support, Sponsors may request or require a fee (fixed amount or percentage of sales) in respect of procurements made by Participating Purchasing Agencies in their separate buying groups, and they may desire that the fee be collected and remitted by the vendors, rather than being paid directly by the Participating Purchasing Agencies to the Sponsors.

Accordingly, as supplier under County of DuPage Agreement is permitted, if a Sponsor requests or requires a fee in respect of procurements made by Participating Purchasing Agencies, which are members of the Sponsor's separate buying group, to increase the pricing otherwise payable by such Participating Public Agencies under County of DuPage Agreement by the amount of such fee (without itemizing as a separate line item); provided, however, that all such fees shall be remitted by CSA to the Sponsor.

County of DuPage Exceptions / Standard Review of Bid Terms and Conditions



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.

One Canon Park

Melville, NY 11747

Phone: 800.815.4000

www.csa.canon.com

RE: County of DuPage RFP # 18-020-LG Multi-Function Copier Device and Services Solutions

Exceptions/Standard Review of Bid Terms and Conditions

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
Section 3 – General Conditions	9 of 39	14) Indemnity	<p>The Vendor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct of the Vendor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Vendor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).</p> <p>Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.</p> <p>Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them. The Vendor shall likewise be liable for</p>	<p>The Vendor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by any third party one whomsoever on account of or in any way growing out of the performance of this contract by the Vendor and its employees, or because of any act or omission, neglect or misconduct to the extent resulting from the willful misconduct or negligent performance of services pursuant to this Agreement by of the Vendor, its employees and agents or its subcontractors (collectively "Claims") including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Vendor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), provided the County shall give Vendor prompt written notice of the Claim, allow Vendor sole control over the defense and settlement thereof, and provide Vendor with such assistance, at Vendor's expense, as Vendor shall reasonably request.</p> <p>Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.</p> <p>Unless Vendor fails to provide a timely</p>

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			<p>the cost, fees and expenses incurred in the County's or the Vendor's defense of any such claims, actions, or suits.</p> <p>The Vendor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.</p>	<p>and diligent defense,—Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, may defend such Claim from defending through the selection and use of their own agents, attorneys and experts.,—any claims, actions, or suits brought against them. In such instance, The Vendor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Vendor's defense of any such claims, actions, or suits.</p> <p>The Vendor shall be responsible for any property damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.</p> <p>The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.</p>
Section 3 – General Conditions	10 of 39	21) Patents	<p>Vendor undertakes and agrees to defend at Vendor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Vendor shall inform the County of DuPage whenever infringement will result from Vendor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Vendor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.</p>	<p>Vendor (Canon Solutions America) shall indemnify, defend and hold the County (Customer) harmless for any loss, expense and liability incurred by Customer from any third party claims that Customer's use or possession of Canon or Océ branded equipment (collectively "Products") infringes or violates the U.S. patent, copyright or trade secret rights of that third party (collectively, "IP Claims"). This indemnity shall not apply to (a) modifications made to the Products without Canon Solutions America's written consent, (b) any use of the Products in connection or combination with hardware or software for which the Products were not designed, (c) any throughput processed in connection with the Products, or (d) equipment made pursuant to specifications furnished by Customer, in all of which instances Customer shall indemnify and hold harmless Canon Solutions America.</p> <p>Canon Solutions America's</p>

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				<p>indemnification obligation hereunder is subject to Customer providing Canon Solutions America prompt written notice of the IP Claim, allowing Canon Solutions America sole control of the defense and settlement thereof, and providing assistance therewith, at Canon Solutions America's expense, as Canon Solutions America reasonably requests. Canon Solutions America's obligation under this Section is conditioned on Customer's agreement that if such Products, or the use thereof, becomes, or in Canon Solutions America's opinion is likely to become, the subject of such an IP Claim, Customer shall permit Canon Solutions America, at Canon Solutions America's option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that they become non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in Canon Solutions America's judgment, Customer shall return the Products upon request by Canon Solutions America and shall have no further payment obligation except for payment obligations incurred prior to the date of return. For purchased Products, Canon Solutions America shall refund the applicable Products purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF CANON SOLUTIONS AMERICA WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHTS, TRADE SECRET AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO.</p>
Section 3 - General Conditions	10 of 39	22) Payments	Original invoices must be presented for payment in accordance with instructions	Canon Solutions America agrees to this provision provided delay in invoicing is not caused by customer.

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			contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.	
Section 3 – General Conditions	11 of 39	26) Termination, Cancellation and Damages	<p>If the County terminates this Contract because of the Vendor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Vendor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-soliciting. The County may offset these additional costs against any sums otherwise due to the Vendor under this solicitation or any unrelated contract.</p> <p>If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Vendor received at least thirty (30) days prior written notice of termination.</p>	<p>The County or a Customer, as applicable, will allow a 30 day period following Vendor's (Canon Solutions America's) receipt of written notice detailing its default under the Agreement, to reasonably cure such default. All terminations by the County or Customer for breach shall require a material default by Canon Solutions America as reasonably determined by County or Customer, and shall apply only to the County or such Customer. CANON SOLUTIONS AMERICA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY ITS NEGLIGENCE OR WILLFUL MISCONDUCT. CANON SOLUTIONS AMERICA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON</p>

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				<p>WHICH THE CLAIM IS BASED AND EVEN IF CANON SOLUTIONS AMERICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>If the County terminates this Contract because of the Vendor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Vendor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-soliciting. The County may offset these additional costs against any sums otherwise due to the Vendor under this solicitation or any unrelated contract.</p> <p>If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Vendor received at least thirty (30) days prior written notice of termination, provided (i) the County requested funding and it was denied, and written proof of same is provided; and (ii) no similar services or products will be provided by another vendor for a period of 1 year.</p>
Section 3 – General Conditions	11 of 39	27) Transfer Of Ownership or Assignment	The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignment, the County of DuPage must be notified and approve same in writing.	<p>The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignment, the County of DuPage must be notified and approve same in writing</p> <p>Should require County consent to assignment not be unreasonably withheld, conditioned or delayed. Canon Solutions America requests this not apply to its subcontracting to trucking companies, or authorized Canon Dealers in areas where Canon Solutions America cannot provide direct support. Canon Solutions America will remain liable for such subcontractors.</p>

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
Section 3 – General Conditions	11 of 39	29) Warranty	Complete warranty information detailing period and coverage must be submitted. Vendor shall fully warrant at a minimum all items furnished from this solicitation against defects in materials and workmanship for a minimum period of ninety (90) days from date the equipment is accepted by the Customer. Acceptance is defined as when the product is installed, in good working order, made operational in accordance with standard specifications, and on-site training is completed. A signed and dated certificate of acceptance may be provided to the vendor by the customer. The 90day warranty shall be on-site, parts and labor, next business day support and included in the product purchase price. The warranty shall cover material, labor, and transportation charges, if any. Warranty for software includes any upgrades thereto during the warranty period. Warranties of less than ninety (90) days will not be accepted or considered and may render a Respondent non-responsive. All products must operate in accordance with the manufacturer's standard specifications and documentation. Should any defects in workmanship or materials, appear during the warranty period, the Vendor shall repair or replace such items immediately upon receipt of notice from the Customer at no additional expense.	Limited Warranty. All equipment supplied by Canon Solutions America comes with the original manufacturer's warranty. In the case of Canon or Océ branded equipment, the manufacturer's warranty is provided by Canon U.S.A. for the period specified on the Equipment Schedule/Cover Sheet period of ninety (90) days (or longer as specified) Canon Solutions America, as an authorized Canon USA Dealer, provides all warranty service covered by the Canon Océ manufacturer warranties. Application software supplied by Canon Solutions America comes with the original developer's warranty, if any. All other equipment comes with the original equipment manufacturer's warranty, if any. Disclaimer of Warranty. CANON SOLUTIONS AMERICA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CANON SOLUTIONS AMERICA.
Section 4 – Special Conditions	12 of 39	3) End Of Lease 4) Replacement Copiers	Upon the end of the lease, vendor shall de-install, remove equipment, erase all hard drives and memory, shred hard drives and provide Certificates of Destruction. Upon replacement of copier, due to repeated and extended downtime, or the need to upgrade or downgrade equipment, vendor	Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data during normal operation of the Equipment ("Data"), and that Canon Solutions America is not storing Data on its behalf and that exposure or access to the Data by Canon Solutions America, if any, is purely incidental to the services performed by Canon Solutions

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			shall erase all hard drives and memory, shred hard drives and provide Certificate of Destruction.	America. Neither Canon Solutions America nor any of their affiliates has an obligation to erase or overwrite Data upon the return of the Equipment to Canon Solutions America or any leasing company. Customer is solely responsible for: (i) Customer compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from Canon Solutions America at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). The terms of this Section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and Canon Solutions America could be construed to apply to Data.
Section 4 - Special Conditions	12 of 39	7) Extended Warranty Options	Include additional information, if available, in offeror's proposal.	If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, Canon Solutions America in its sole discretion will repair or replace

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				the product with a like unit with equivalent capabilities. Prior to replacement Canon Solutions America shall have the opportunity to return the product to good working order in accordance with the terms of this agreement. This policy shall apply for 3 years from the date of installation or for the initial term of any Canon Financial Services, Inc. Lease, if longer, provided you are not in default of this Agreement and such maintenance services have not been canceled or terminated.
Section 4 – Special Conditions	13 of 39	17) Quantities	The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.	Canon Solutions America will lock in our net price for the term of the contract. Additions will be based on remaining term of contract and Canon Solutions America will provide a lease rate factor to be utilized to calculate the payment for that remaining term. If customer wishing to cancel any existing equipment or accessories, Customer shall be responsible for any remaining payments and the return of the cancelled items.
Section 5 - Insurance	15 of 39	1st paragraph 2nd sentence	Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:	Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A-:
Section 5 - Insurance	15 of 39	Typo of Insurance / Minimum Acceptable Limits of Liability	1 through 8	The policy limits may be achieved through a combination of Primary and Umbrella / Excess. The requirements for endorsements shall be met with production of blanket endorsements
Section 5 - Insurance	15 of 39	3. Commercial General Liability B (1)	General Aggregate- Per project	General Aggregate- Per project policy
Section 5 - Insurance	15 of 39	7. Umbrella Excess Liability (over primary)	Type Of Insurance: Retention for Self-Insured Hazards (each occurrence) Minimum Acceptable Limits of Liability: \$1,000,000.00	Type Of Insurance: Retention for Self-Insured Hazards (each occurrence) Minimum Acceptable Limits of Liability: \$1,000,000.00

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Section 5 - Insurance	15 of 39	8. Business Auto Liability	Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability (is for damage to our vehicle)	Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability (is for damage to our vehicle)
Section 5 - Insurance	16 of 39		The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.	The insurance carrier of the insured is required to notify the County of DuPage of termination cancellation for any reason other than non-payment of premium of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.
Section 5 - Insurance	16 of 39	Changes In Insurance Coverage	The vendor shall notify the County of changes in insurance coverage in writing within 30 days.	The vendor shall notify the County of changes in insurance coverage that would prohibit Vendor from maintaining the requirements set forth within writing within 30 days.
Section 6 – Scope of Work and Specifications	22 of 39 23 of 39	Consolidation of Models Copier Right Sizing	The Offeror may elect to consolidate copier models at any level for its own convenience or volume discounts, etc. For example; if a copier geared to Segment 2 requires different supplies than a Segment 3 copier the offeror may choose to provide one model for both categories provided the copier meets all of the requirements of the higher category model. The County may request pricing from the awarded Contractor that would include equipment and service for all networked print devices, such as laser printers, at the time of the original contract or annually through the term of the contract. Annually, the County may review with the awarded Contractor opportunities to optimize equipment and possibly move or swap equipment to load balance equipment usage. The copier needs of the County may change over the 4-year lease period. The County would like to have flexibility to return up to 5% of the fleet during the lease period without incurring return charges or lease buyouts.	Canon Solutions America will allow the County to Upgrade or Downgrade 5% of the cumulative installed population of machines over the term of the contract. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products.
Section 6 – Scope of Work and	22 of 39	Replacement Equipment	The Vendor shall provide replacement copiers at no additional cost to the County if any	Notwithstanding any provision of this Contract and specifically for units not placed at the County, Canon Solutions

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Specifications			copier must be removed from its installation location for repairs. The Vendor shall permanently replace any copy copier, which is mutually deemed ineffective or faulty.	<p>America warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Canon Solutions America will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by this Contract, Canon Solutions America will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions:</p> <p>1) The equipment is continuously and exclusively serviced by Canon Solutions America from and including the date of original installation;</p> <p>2) Customer fulfills all terms of this Contract;</p> <p>3) Before requesting a replacement unit, Customer gives Canon Solutions America the opportunity to cure any service problems which Customer may have with the equipment. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America will supply a loaner unit until the machine is restored to good working order.</p>
Section 6 – Scope of Work and Specifications	23 of 39	Parts, Staples, Toner, Distribution, and Supplies 1 st bullet point	Vendor provided supplies shall be delivered in sufficient quantities to operate all equipment for a minimum of thirty (30) days. The Vendor shall stock parts on County premises to assure 98% equipment "up-time". The County may assess cash penalties against the Vendor for failure to meet promised "up-time" commitments.	<p>Canon Solutions America will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within Canon Solutions America's Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater)</p> <p>Canon Solutions America will commit to a fleet average uptime of 80% on all production equipment over the 4 fixed quarterly intervals</p>

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				<p>per year on production level equipment within Canon Solutions America's Servicing Territory.</p> <p>Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. An uptime criterion is calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America holidays, and exceptions outlined below. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.</p> <p>The County may assess cash penalties against the Vendor for failure to meet promised "up-time" commitments.</p>
Section 6 – Scope of Work and Specifications	23 of 39	Copier Relocation	During the course of this contract, it may be necessary for various reasons to relocate installed copiers. After initial installation, any copier may be relocated two (2) times per contract period at no additional charge. Copier relocation will be done by the Vendor unless the Vendor determines the relocation would not require trained personnel.	After initial installation, Canon Solutions America agrees to allow any MFD copier between 20 ppm and 105 ppm to be relocated two (2) times per contract period at no additional charge and with an aggregate fleet relocation total not to exceed the number of units installed per member under this contract.
Section 6 – Scope of Work and Specifications	23 of 39	Uptime and Penalty	In a work stoppage situation wither the unit must be prepared within two working days of a penalty of 1/30 of the monthly lease base will be assessed for each day it is inoperable or a loaner not provided.	<p>In a work stoppage situation wither the unit must be prepared within two working days of a penalty of 1/30 of the monthly lease base will be assessed for each day it is inoperable or a loaner not provided.</p> <p>Canon Solutions America's experience has shown that the benchmark for a loaner to be issued has been 16</p>

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				consecutive business hours. The reason for this time frame is that in the majority of cases we have been able to remedy the problem with the inoperable machine. In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America will deliver a loaner unit, upon customer's written request, until the item is restored to good working order. The loaner remedy excludes machines with rated speeds of 110 pages per minute or greater, imagePRESS and CLC color machines.
Section 6 – Scope of Work and Specifications	24 of 39	Dedicated On-Site Service Technician	<p>The successful Offeror shall provide the County a dedicated, on site, full-time (Monday through Friday, 8:00 a.m. to 4:30 p.m.) service technician or technicians as may be required at peak activity periods, trained, and qualified by the equipment manufacturer on the equipment installed.</p> <p>The County shall provide the service technician internet and County e-mail access, in addition to adequate work and storage space. Response times for copiers located on the County complex are expected to be within two business hours of request. If it appears that response cannot be met within two business hours, additional technicians should be sent to the County. Due to security factors, secured locations and other factors the County reserves the right to request that the vendor not "rotate" several service technicians in and out of the County should the onsite technician become unavailable. If the dedicated technician is not busy with County service requests, the awarded Vendor may schedule additional calls for the technician in the immediate area of the County complex. Once a County service request is made, the technician must then respond within the previously defined timeframe. If</p>	<p>Response time for Fleets with Dedicated On-Site Technicians (including The County): Canon Solutions America will commit to a fleet average response of two (2) hours, over four fixed quarterly intervals per year. Response time shall be calculated from the time the Customer call is placed with Canon Solutions America's dispatch department, until the time the technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America's recognized holidays. For the individual location which has multiple machines and active service calls, the technician's arrival shall stop the response time calculation for all open service calls at that location.</p> <p>The request for a Technician should be dependent on the size of the Fleet</p>

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			<p>the County service request is made after hours, the service technician would need to respond to the County at 8:00 A.M. the next morning.</p> <p>At County's discretion, the service technician may be requested to take manual meter reads.</p>	
Section 6 – Scope of Work and Specifications	25 of 39	End User and Key Operator training	<p>The Offeror will provide, at their expense, all training required for the operation of any equipment at any site at any time. All locations have a large number of users; the Offeror may use a "Key Operator" concept and specifically train one or more individuals in depth. If a "Key Operator" or other trained personnel should leave a location, the replacement must also be trained in a timely manner.</p> <p>Additional onsite training will be available without charge when requested by the County.</p>	<p>Canon Solutions America will provide Key Operator and Casual User; Canon Product Training via eLearning as our standard offer. For National IPA Participants that require on-premises Key Operator Training, Canon Solutions America will continue to provide, at no additional cost, an operator training program for the key operators and operations demonstration for the casual users to be scheduled at mutually agreed times shortly after the initial installation and as needed thereafter. Key Operators shall be trained in the removal of simple misfeeds, the addition of supplies and toner, and the cleaning disciplines required of the specific machine. They must also be instructed in the routine necessary to acquire service, phone numbers to call and people to reach. This information must also be clearly posted on each unit. Training for use of software provided with equipment shall be provided shortly after installation, and additional training and support for future enhancements will be required. Product trainers must be certified by the manufacturer on the equipment and software supplied through this Contract.</p>
		Response Time		<p>Canon Solutions America will commit to a fleet average response of 4 hours, over 4 fixed quarterly intervals per year, for devices within Canon Solutions America's Servicing Territory.</p> <p>Response time shall be calculated from the time the customer call is placed with our Dispatch department, until the time the</p>

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America holidays. For the individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

Canon Solutions America, Inc.

By Peter Kowalczyk
Peter Kowalczyk, President



National IPA Exceptions / Standard Review of Bid Terms and Conditions



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

Phone: 800.815.4000
www.csa.canon.com

RE: National IPA RFP # 18-020-LG Multi-Function Copier Device and Services Solutions

Exceptions/Standard Review of Bid Terms and Conditions

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
PPA Attachment #E Exhibit A 1.0 Scope of National Cooperative Contract	2 of 26	1.1 Requirement	<p>This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.</p> <p>These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies</p>	Participating Agency to meet Contractor's reasonable creditworthiness standards
PPA Attachment #E Exhibit A 1.0 Scope of National Cooperative Contract	2 of 26	1.2 Marketing, Sales and Administration Support	Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).	Canon Solutions America will agree to an Administrative fee of 2%. The Administrative fee applies to equipment purchase price only as presented on Attachment E.
PPA Attachment #E Exhibit A 2.0 REPRESENTATIONS AND COVENANTS	4 of 26	2.1 Corporate Commitment	Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any	While Contractor will utilize National IPA as its primary go to market strategy, in no event shall Contractor be liable for any fees to National IPA in the event that Contractor bids is awarded a contract with any entity not utilizing National IPA Pricing or

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.	the Master Agreement, nor shall such bid or award constitute a breach of this Agreement. "Go To Market Strategy" is limited to local governmental agencies and any extension of this strategy requires further discussion.
PPA Attachment #E Exhibit A 2.0 REPRESENTATIONS AND COVENANTS	5 of 26	2.2 Pricing Commitment	Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	Canon Solutions America is unable to make this representation due to the specific requirements that exist in this proposal. We welcome further discussion to clarify any concerns and/or issues.
PPA Attachment #E Exhibit A 3.0 Supplier Qualifications	7 of 26	3.3 Marketing and Sales 3(D.)	Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.	Canon Solutions America would require reasonable limitations to be placed on Contractor logo usage
PPA Attachment #E Exhibit A 3.0 Supplier Qualifications	7 of 26	3.3 Marketing and Sales I. J.	Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement,	While Contractor will utilize National IPA as its primary go to market strategy, in no event shall Contractor be liable for any fees to National IPA in the event that Contractor bids or is awarded a contract with any entity not utilizing National IPA pricing or

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
		K. M.	<p>including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, etc.</p> <p>State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.</p> <p>Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").</p>	the Master Agreement, nor shall such bid or award constitute a breach of this Agreement.
PPA Attachment #E Exhibit B Terms and Conditions	10 of 26	7	<p>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p>	<p>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL—IPA NEITHER PARTY SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL—IPA SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p>

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
PPA Attachment #E Exhibit B Administrative Fee, Reporting & Payment	11 of 26	12	An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of percent (%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.	Canon Solutions America will agree to an Administrative fee of 2%. The Administrative fee applies to equipment purchase price only as presented on Attachment E.
PPA Attachment #E Exhibit B Administrative Fee, Reporting & Payment	12 of 26	15	Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and	Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			reimbursement of National IPA's costs and expenses related to such audit	discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit to the extent that the audit reveals an underpayment by 5% in the period audited.
PPA Attachment #E Exhibit B General Provisions	13 of 26	#18	This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.	Should require Contractor consent to assignment not be unreasonably withheld.

Canon Solutions America, Inc.

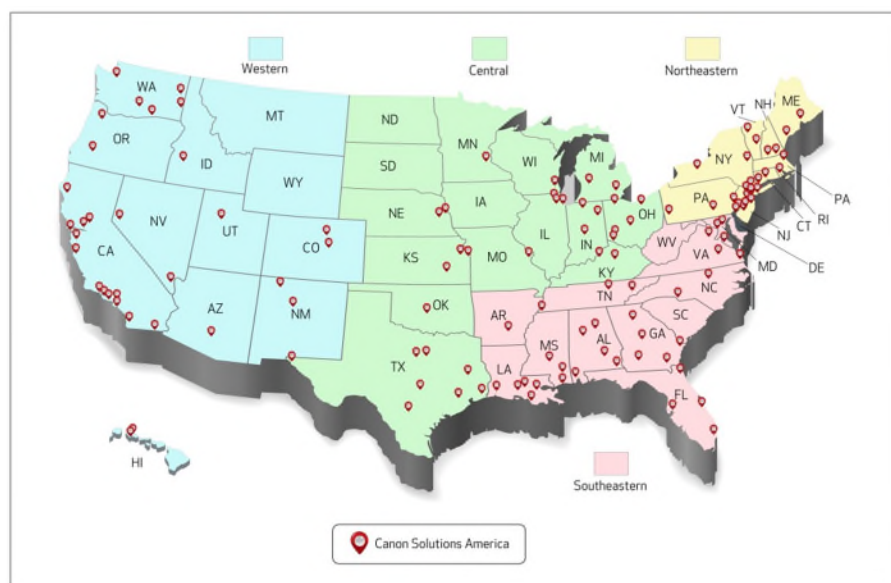
By Peter Kowalczyk
Peter Kowalczyk, President



Corporate Profile

Canon Solutions America, Inc. is a Canon U.S.A., Inc. Company providing integrated systems technology that comprises one of the strongest solutions portfolios in the document management industry. Our unique and successful heritage is built upon an ability to offer benchmark levels of service and support.

Canon Solutions America, Inc. is a wholly-owned sales subsidiary of Canon U.S.A. Inc. operating within the United States and part of the region called Canon Americas. With over 150 offices in most major metropolitan areas throughout the U.S., Canon Solutions America, Inc. continues to grow, providing sales, service and support of Canon's document management technology. Canon Solutions America, Inc. continues to expand into cities where companies may benefit from working directly with a Canon U.S.A., Inc. sales subsidiary.



Combining the strengths of the former Canon Business Solutions, Inc. and Océ North America, Inc., Canon Solutions America provides industry leading enterprise services, advanced production print technology and large format solutions supported by experienced professional service offerings. Canon Solutions America helps companies of all sizes to improve their

business by increasing efficiency, controlling costs and becoming more environmentally conscious.

Canon is a \$36.1 billion company that pursues global diversification with regional operations in the Americas, Europe and Asia. In our global structure, each region handles comprehensive sales and marketing duties. Throughout the group there are 197,673 employees and 367 research, manufacturing, and sales subsidiaries.

The high priority Canon places on its Global R&D effort is evident in its devotion of more than 8.9% of annual revenues in 2016. Canon's efforts in this area include a more regional focus in order to develop technologies that meet the specific demands encountered in the Americas, Europe, and Asia. Based upon the number of registered US patents filed by Canon, you can easily conclude that we have

spent our Research & Development dollars effectively. In 2016, Canon Inc. ranked third overall in patents registered in the U.S. with a total of 3,665 patents.

Canon Solutions America, Inc. offers many unique benefits. We offer a full range of technologies, as well as implementation and help desk support. In addition, national customers enjoy consistent best-in-class support for all their locations nationwide. A staff of product and software application experts is directly accessible to assist our customers with the continual task of streamlining workflow processes through innovative technology.

Given all of the areas of support employed by Canon Solutions America, Inc., it's easy to see why we position ourselves as a total document management solutions provider. Our diversified portfolio of solutions touches upon every point of the document cycle within a company's workflow.

There are many reasons why Canon Solutions America, Inc. is a premier choice for you to consider for your imaging systems/document management needs. Here are a few:

- **We are a single source solutions provider.** Our hardware, software, and third-party enablers combine for one of the most diverse portfolios in the industry.
- **We are a Canon U.S.A., Inc. Company.** The relationship we have with our parent company is a strong and valued one. We are committed to providing outstanding quality and value that lives up to the Canon name.
- **Canon office equipment is the #1 brand in the industry.** Being #1 is not reason enough to partner with any company. It does however provide assurance that the technology is widely accepted and utilized in the ever-changing world of business. Staying ahead of the technological curve requires a commitment to excellence that never ceases ... from research and development to manufacturing and marketing.
- Our **ability to draw upon the support of Canon U.S.A., Inc.** and the technology they represent, yet still have the flexibility to create local programs which meet the specific needs of the markets we support, is a one/two combination rarely found in business.
- **We will continue to develop ways in which to improve our capabilities** and ultimately provide you with outstanding customer service. To that end
 - We will listen to understand your requirements.
 - We will provide the necessary solutions to meet those requirements.
 - From a financial perspective, we will provide benchmark value.
 - We will offer outstanding service and support to ensure your ongoing satisfaction.

Brief History

1970-1980

What would become Canon Business Solutions began as four independently operating organizations marketing the Canon brand of office and production equipment in New York, Philadelphia, Chicago and Los Angeles.

1980-1999

Canon continued to set new industry standards for black-and-white, color and fax technology. By the end of the 1990s, all four independent sales companies had been purchased by Canon U.S.A. and comprised the foundation of the Canon subsidiary sales and service network.

2000-2010

Under the direction of Canon U.S.A., the four foundational offices changed their marketing to come under the banner Canon Business Solutions as a means to differentiate and showcase their offerings in the Canon family. Coinciding with the name change was a national expansion to many of the top metropolitan regions within the United States.

In 2003, the New York and Philadelphia subsidiary companies merged to combine their strengths and grow throughout the East Coast, while the Chicago office would serve as the foundation for the new Central region and Los Angeles the same for the new Western region.

By 2008, the three regions officially merged to form Canon Business Solutions, Inc., a wholly-owned subsidiary of Canon U.S.A., Inc. The combined strength and shared vision of the Canon Business Solutions company would better position Canon to meet the growing demands of customers locally, regionally and nationally with a streamlined organization of enhanced systems and processes to benefit all customers.

Canon Business Solutions opened more than 50 offices across the U.S., dedicated to the business customer and designed around a mindset of superior sales and service solutions.

2011-Present

In 2010, a Canon U.S.A. subsidiary acquired assets of North Carolina-based Tereck Office Solutions, Inc. as a means to continue to grow Canon Business Solutions offerings specifically in North and South Carolina and the surrounding areas. The subsidiary, Canon Business Solutions-Tereck, merged into Canon Business Solutions in 2011.



In 2008, assets of San Francisco-based Newcal Industries were acquired by a Canon U.S.A. subsidiary to grow the Western footprint of Canon Business Solutions, continuing Canon's vision to be the leading document and imaging sales and services organization in the United States. The subsidiary, Canon Business Solutions-Newcal was merged into Canon Business Solutions in 2012.

On January 1, 2013, Canon U.S.A. merged Océ North America into Canon Business Solutions to form one of the largest document and imaging business-to-business sales and service organizations in the world. The merged organization has been renamed Canon Solutions America, Inc.

Market Coverage and Distribution

To find a local branch near you please use this link

<http://l.csa.canon.com/>

Canon Solutions America, U.S. Branches

Search All Canon Solutions America Branches

Search by City, State or Zip code...



Commitment to the Government and Educational Sectors



Over the past 10 year Canon Solutions America, Inc. has had an extremely good relationship the NIGP. We have been supportive of the association and board. Beyond attending the annual Forum we have provided subject matter experts and speaker for the local chapters. Over the past four years we have witnessed the transformation of the association through the restructuring of the governance

board NIGP 2.0. This transformation has increased participation by the members and member value. We will remain a proud supporter of the NIGP.

The education from NIGP and the interaction with the nation's top public procurement professionals has help us understand the true value of a strong piggybackable agreement, vetted by a top lead agency and managed by a national cooperative. Understanding the covenants that the CPPB or CPPO need to keep for their constituents provides guidance that assist our engagements with public entities.

Our sales representatives are equipped with the knowledge of cooperatives and the impact on cost reduction and the speed to implementation by leveraging a well-constructed agreement.



Connecting Suppliers with the Public Procurement

Community - NIGP's Business Council comprised of representatives from each company participating in the Institute's Enterprise Sponsor Program. Enterprise Sponsors are leaders in their respective industries and have demonstrated a shared commitment to NIGP's values of: Accountability, Ethics, Impartiality,

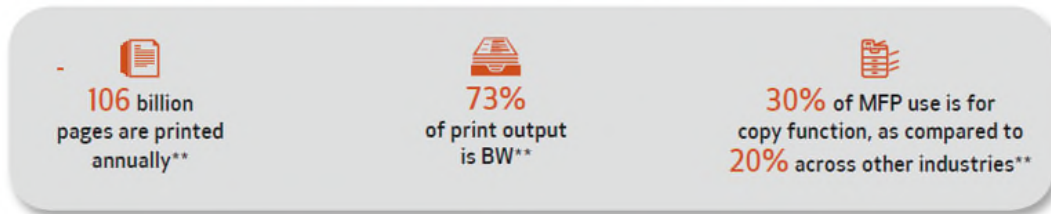
Professionalism, Service, and Transparency. We have been an established and active member and participant since 2008, and are considered subject matter experts regarding NIGP's Business Council and their activities. The mission of the Business Council is to... Serve the NIGP membership and procurement profession through the sharing of resources and expertise in support of NIGP's educational, research and advocacy mission. In essence, the Business Council connects the supplier's perspective with the public procurement community and is dedicated to improving the buyer/supplier relationship. For the past two years Paul Murphy, VP Major Accounts and Vertical Markets provide guidance as the Chair.

Commitment to the Government and Educational Sectors

Canon Solutions America, Inc. has invested in research and established relationships with the leading associations within the Educational Market. Print still plays a critical role in education from the youth entering organized education to the graduates of the most present higher education institutions.

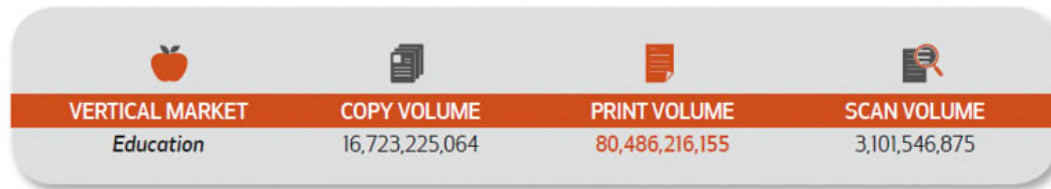
Printing in Education: MFP Market Highlights

Education is the #2 industry in total combined volume of print, copy, and scan.*



* Infotrends, North American Vertical Market Print, Copy, and Scan Volumes, December 2016.

** Infotrends SMB Survey Analysis, June 2016. Total number of participants in Survey: 1000. Of survey respondents, 112 represented the education services industry, including K-12 and colleges; 58% of survey respondents still share information via a hard-copy document.



Source: Infotrends, North America Vertical Market Print, Copy and Scan Volumes, December 2016.

To gain a better understanding of the market sectors needs we have worked with many associations, some listed below:



National Cooperative Capabilities

Canon Solutions America, Inc. has developed the DuPage Agreement provided to the National IPA Participating Agencies as a premier agreement in the National IPA portfolio. As a Top Tier Supplier of National IPA, we have earned the respect of the organization and the top performing agencies that see cooperative purchasing as a viable asset in the procurement tool box.



The past agreement with the County of DuPage has had a broad appeal to agencies with organization acquiring products from multifunctional device fleets, standalone scanners and facsimiles, production

centers complete with book finishing and web submission software, large format printers along with managed print services. Prior to the new agreement's start date, we will add High-end Production Print. This is a very specific product with defined applications and once available through a cooperative will provide those agencies with a streamline approach to acquisition.

ENTERPRISE SERVICES AND SOLUTIONS



LARGE FORMAT SOLUTIONS



PRODUCTION PRINT SOLUTIONS



GLOBAL MANAGED SERVICES



The vast majority of the Canon Solutions America, Inc. sales organization has been trained, are competent in discussing the value of cooperative purchasing and have been successful in helping the Participating Agencies acquire products and services through. Our administrative Group including the individuals that work directly with the agencies have become experts at combining terms for the County of DuPage Contract CP-002-13 with the agencies standard and specific terms.

Presently over 5,000 National IPA Participating agencies have used the County of DuPage Contract CP-002-13 to acquire over \$100 million of Products.

Green Initiatives

In the spirit of our corporate philosophy of *kyosei* – all people, regardless of race, religion or culture, harmoniously living and working together into the future – Canon takes an approach to business that is socially responsible and economically logical. Canon seeks to be a truly excellent global corporation. For our customers, we offer the best products possible. Simultaneously, we strive to improve our relationships with local communities and to increase our respect for the environment as we contribute to the prosperity of the world and the happiness of its people.

Our company's commitment and contribution to the environment and to the world community are an integral part of Canon's management structure, product design, manufacturing, and corporate culture. This commitment has inspired many special corporate programs at both the global and regional level.

Canon Group Environmental Charter

Corporate Philosophy: *Kyosei*

Achieve corporate growth and development while contributing to the prosperity of the world and the happiness of humankind

Environmental Assurance Philosophy

Pursue maximization of resource efficiency and contribute to the creation of a society that practices sustainable development

Fundamental Policies for Environmental Assurance

Seek to harmonize environmental, economic and social interests in all business activities, products and services; offer products with lower environmental burden through innovative improvements in resource efficiency; and eliminate anti-social activities that threaten the health and safety of mankind and the environment.

Toner Cartridge Recycling

Canon explores methods to minimize the environmental burden of its products throughout their life-cycle and promote research and development, which contribute to environmental assurance. In 1990, Canon became the first company to collect and recycle used copier toner cartridges. With the cooperation of our customers, Canon has collected more than 378,000 tons around the world.

The goal of the Toner Cartridge Recycling Program is to achieve zero landfill waste by reusing parts, recycling materials and employing energy recovery. Because these cartridges have components that

can be re-used, the environmental benefits positively offset the negative effects of shipping to our recycling facility and then on to our manufacturing sites. Returned cartridges are sorted and put through the recycling and energy recovery process, producing plastics, metals and reconditioned parts that can be used in the manufacture of new cartridges and other products.

The Canon Cartridge Return program is easily accessible on the website at <https://ereturn.usa.canon.com/>. Here, using the machine's serial number, customers can print a UPS label for the return of cartridges or request a multiple-cartridge return box and it will be mailed. More information about the Canon Cartridge Return program can be found on the website.

Toner Container Recycling

To contribute to the goal of zero landfill waste, Canon is introducing a collection and recycling program for Canon plastic toner containers. Unlike Canon's all-in-one cartridges, these toner containers are made mainly of plastic material making local recycling and local energy recovery possible. Canon toner particles and plastic toner containers contain no hazardous materials and are therefore acceptable at local recycling and local energy recovery facilities. When local recycling is utilized environmental impacts associated with the transportation of containers are reduced.

To support local recycling and energy recovery, Canon has engraved a plastic resin code on each container. Canon toner particles and plastic toner containers are safe for local recycling and local energy recovery facilities.

In the case that Canon plastic toner containers cannot be recycled locally or sent to a local energy recovery facility, Canon asks that customers ship them to: Canon Toner Container Collection Center, 5980 Industrial Drive, Gloucester, VA 23061 at their own expense. Once received by our facility, Canon assumes the responsibility and cost for recycling to keep Canon toner containers from going into landfills. For more information, please visit

http://www.usa.canon.com/cusa/about_canon/community_environment/environmental_commitment/environmentally_conscious_programs/toner_container_collection_program.

Energy Star Partnership

To help you save energy and money, while making a difference for the environment, Canon has partnered voluntarily with the EPA for more than 20 years to design products that meet the high standards of its ENERGY STAR® Program. This program promotes the development and introduction of energy-efficient products to combat climate change and other environmental issues. ENERGY STAR® certified products help businesses save both money and energy while also doing their part to help reduce our nation's greenhouse gas emissions that contribute to climate change.



As an ENERGY STAR® partner, Canon has more than 200 certified products that incorporate advanced energy-efficient technologies, without compromising features or performance, such as energy saver mode, automatic duplex settings, and low sleep mode power consumption. ENERGY STAR® certified imaging equipment, printers, scanners, and all-in-one devices reduce the amount of fossil fuels burned to produce electricity, and causes fewer greenhouse gas emissions that harm the environment and contribute to global climate change.

Canon's efforts, together with your own environmental and sustainability initiatives, can help leave a greener footprint on the earth for future generations. To learn more about Canon's ENERGY STAR certified products, please visit ENERGYSTAR.gov.

Awards/Recognition

Canon has received multiple ENERGY STAR Awards for protecting the environment through manufacturing energy-efficient products. Canon U.S.A., Inc. is a proud recipient of the United States Environmental Protection Agency's 2017 ENERGY STAR® Partner of the Year – Product Brand Owner Award. Canon has been recognized for the second consecutive year for its outstanding contribution to the reduction of greenhouse gas emissions by manufacturing energy-efficient products and educating consumers about energy efficiency. ENERGY STAR certified products help businesses save both money and energy while also doing their part to help reduce our nation's greenhouse gas emissions that contribute to climate change.



Canon U.S.A. named EPA 2016 & 2017 ENERGY STAR Partner of the Year — Product Brand Owner Award.



Canon U.S.A. received a 2015 SmartWay Excellence Award from the U.S. Environmental Protection Agency (EPA) to honor the company's environmental leadership in greener goods movement, and its commitment to a shared goal of a healthier, more sustainable future.



Canon has placed 26 out of 50 on Interbrand's 2014 Best Global Green Brands and consistently places among Newsweek's Green Rankings.



Canon has many significant achievements in the environmental and sustainability arena, including earning 2014 LEED Gold Certification of their Canon Americas headquarters in Melville, NY.

EPEAT

Canon offers products that are registered in accordance with EPEAT for Imaging Equipment. EPEAT is a voluntary environmental rating program developed using a grant from the U.S. EPA and managed by the Green Electronics Council. This sustainability tool provides third-party verification of the environmental attributes of imaging equipment. EPEAT considers - among other things - absence of toxic substances, use of recycled and recyclable materials, design for recycling, product longevity, energy efficiency, corporate performance and packaging. With EPEAT, customers are able to easily identify and select environmentally preferable products. Products are rated bronze, silver or gold depending on the number of optional points claimed. To learn more about EPEAT and to find out which Canon products are registered, please visit usa.canon.com/peat.

LEED® Certification

Canon U.S.A. is proud to have earned LEED® certification for three buildings. The U.S. Green Building Council's LEED® green building program is the preeminent program for the design, construction, maintenance and operations of high-performance green buildings including sustainable site development, water and energy efficiency, materials selection and indoor environmental quality. LEED-certified properties include: the Canon Americas Headquarters, located in Melville, N.Y., Canon's Distribution Center in Norcross, GA., and most recently, the Canon Experience Center, located in Costa Mesa, CA. Our company's commitment and contribution to the environment are an integral part of Canon's management structure, product design, manufacturing and corporate culture. To learn more about LEED® certification, please visit <https://www.usa.canon.com/internet/portal/us/home/about/environment-sustainability-initiatives/leed-certification>

ISO 14001 Certification



Canon U.S.A. and more than 700 other Canon sites worldwide are certified to the ISO 14001 standard. The ISO 14001 standard is an internationally accepted specification for environmental management systems created by the International Organization for Standardization to help organizations minimize how their operations affect the environment and comply with related laws, regulations and requirements.

This internationally recognized standard provides organizations with a framework for developing effective Environmental Management Systems (EMS). With its EMS, Canon U.S.A. can analyze environmental aspects associated with the company's operating activities, products, and services, in order to establish objectives and targets that reduce their negative environmental impacts. Once developed, all Canon Americas sites with a certified EMS are audited by a third party to guarantee

continual conformance to the standard. Canon's EMS helps monitor and improve upon a number of areas that touch on the environment, such as energy efficiency, resource conservation, waste management, chemical control and toner cartridge recycling. As a result, the Environmental Management System is fully incorporated into business operations.

References

Financial Information

Canon Solutions America, Inc. (FEIN 13-2677004) offers our customers the financial backing of Canon, Inc., one of the world's most financially stable companies, with revenues of \$36.1 Billion in 2017. Canon Solutions America, Inc. is not a publicly held company; therefore, all financial information provided is that of our ultimate parent company, Canon, Inc.

For a view of Canon's financial results/annual reports, please use the following website links below:

Financial Results / Statements:

<http://www.canon.com/ir/results/index.html>

Annual Reports:

<http://www.canon.com/ir/annual/index.html>

Please find appended herein, Canon Solutions America's Dun and Bradstreet Report.



Pricing

Transformation Strategy

Transformation Strategy

Transforming government processes starts with laying the right foundation for your organization's workflow. Many government agencies have embarked on transformation initiatives; however, there is still room for improvement to build a more stable transformation foundation.

There are critical foundation pieces to government agencies that must be kept a priority. The government top issue for CIO's was siloed systems that don't communicate according to the Center for Digital Government (CDG). This can lead to a disparity for security.

There are 3 pieces that make up the digital transformation

Security

Sustainability

Streamlined Operations

Security

The CDG found that **security** was highest priority for state and local government in 2016, but found that "only 29% of government employees indicated they were only very confident in their print environment."

Canon Solutions America, Inc. will be working with the County of DuPage to implement Role-Based Information Access, digitizing and protecting personally identifiable information and securing end user devices. This process will require documenting the standards that should be adhered to and acquiring the needed solutions to achieve the standards.

Sustainability

The CDG also found that only "27 percent of government agencies are working under a green environmental mandate. " The biggest step is having staff print with responsibility. This typically includes a print management study. Efficiencies will flourish in an environment where employees can access and utilize the latest common documents with less need to print.

Cool DuPage for Government

Following DuPage County initiative that invites residents, businesses and government agencies to join the Cool DuPage effort to reduce energy consumption. By working together, we can help DuPage County reduce greenhouse gases through big and small changes.



We will be providing insight and recommendations that will be in line with the Cool DuPage program. This include more efficient products than present, better utilization on the newly installed fleet and reducing the amount of throughput by better managing the fleet and users. Additionally this will reduce the need for more expensive single function devices.

Streamlined Operations

Streamlining work flow requires the use of digitized process's and eliminating manual ones. The CDG found that roughly 47 percent of government employees indicated that useful data was inaccessible because it was in a paper based workflow. Workflow management can greatly increase efficiencies, boost morale, and can most importantly operational costs.

Opportunities for the County of Du Page

Canon Solutions America, Inc. will help form a transformation working group, conduct a full assessment and landscape analysis. We will work with DuPage to develop a long term strategy that Secures, Sustains, and Streamlines the County.

Training Program

Training helps us meet one of our goals — to ensure that every time you choose a business solution from Canon Solutions America, Inc., your staff is able to use it as you envisioned. That is when we can begin to meet your needs. Through a nationwide network of certified training professionals, we deliver a full suite of web-based and hands-on training. It's aimed at helping end users adapt to the new solution and get up to speed quickly. Our goal is to ensure that you reach maximum productivity and operational efficiency from day one.

On-Site Training

Canon Solutions America, Inc. can customize training to meet the needs of our customers. With every installation, our schedule coordinator arranges training for your key operators. We match our schedule to yours — traveling to your site when it is convenient for you and your team. We customize the training so that it focuses on your key applications and unique document management requirements. We also tailor the training to the audience, understanding that at each user level there is a different set of learning expectations. Our staff of professional trainers will help you learn how to maximize your new technology so that you may perform your job more quickly and efficiently. Training will include hands-on activities, manuals, and videos. Instruction can be provided in a number of ways:

- Individual training
- Group training in a classroom setting

imageRUNNER ADVANCE eLearning

In today's fast-paced world, time is of the essence. Convenience, flexibility, and simplicity are the key to value when it comes to any service, especially training on a new system. That's where imageRUNNER ADVANCE eLearning comes in. Canon Solutions America, Inc.'s imageRUNNER ADVANCE eLearning program provides web-based training and is available exclusively through Canon Solutions America, Inc. The eLearning training will provide your employees with the convenience and flexibility of anytime, anywhere training available to them, 24x7. eLearning offers unlimited access for the duration of your equipment lease (or five years from installation of purchased devices), allowing employees to learn at their own pace and focus on the topics of most value to them.

Additionally, the benefits of eLearning include:

- Simple course navigation
- Quick application of device capabilities
- On-site access from your location
- Cost-effective training resource
- Training opportunity for new employees

Course topics include:

- Replacing consumables
- Paper loading and registration
- Control panel navigation
- Copying, faxing, scanning, printing, and more



How does it work?

The County users learn by watching short animated videos with voiceover to guide them through each lesson, step-by-step. A Closed Caption feature can be used in quiet environments or to assist hearing-impaired associates. The course structure accommodates different learning styles; users can go through the course chapter-by-chapter or use the table of contents to quickly jump directly to topics that pertain to their job. Quick links are always available to provide access to the most frequently requested lessons.

Reporting Overview

Canon Solutions America, Inc. takes a proactive approach to customer service. We prefer to anticipate your needs and to identify opportunities for process improvements. As part of this, we perform quarterly account reviews where we survey:

- Number of devices in the account
- Uptime
- Response time
- Volume of output
- Billing issues
- Upgrade and downgrade opportunities

We can provide customized reports to meet your company's specific requirements. Other formats can be prepared based on your request. The following is a list of the types of reports we can provide.

Quarterly Management Report – This report will summarize all activity on a quarterly basis. It provides detailed information on the following topics:

- Equipment volume
- Equipment relocation
- Volume trends

Monthly Machine Volume Report Trended 12 Months – This report provides a rolling 12-month copy volume history for each piece of equipment. This report tracks the actual volume versus the rated volume for any given machine and pinpoints any potential user concerns and equipment issues sorted by location.

Machine Uptime Report – This report details percentage “Uptime” for each piece of equipment.

Quarterly Service Call Report – This report describes the average response time for all Maintenance Requests within the reporting period.

Quarterly Usage Report – This report provides maintenance usage and toner requirement calculations sorted by location.

Excessive Visit Report – This report provides details on machines that require additional attention and therefore specific action schedules.

myCSA - Customers may view and sort account information through myCSA, a web-based tool available to all Customers with an active Canon Solutions America, Inc. contract. myCSA allows the Customer to sort account information by serial number, model number, and requisition number. Customers can then view active service calls and service call history and sort the data by the service call issue, such as paper jam and preventative maintenance.

Invoicing

If the County elects to utilize the retail option, equipment billing will be provided by Canon Solutions America, Inc.'s sister company, Canon Financial Services, Inc.

Canon Financial Services, Inc. (CFS) mails one paper invoice on a monthly basis. CFS can invoice by individual contract or by customer, detailing all contracts per customer on one invoice. In addition, CFS can list Cost Center, PO number, and Special Reference Fields on your invoice. Each invoice offers two Special Reference fields that can be utilized to be meet your needs; there are fifteen characters in the first field and ten characters in the second field. The Customer website allows you to download your invoice in Excel format to detail your specific needs. Invoices are generated with a 19-day lead time and are due on the 1st, 10th, or 20th of the month, depending on date of contract commencement. Electronic invoicing is not currently available; however, CFS accepts check, ACH, and EDI for payments. CFS accepts Visa, MasterCard, and American Express.

Online Access

myCSA is an internet-based account management tool that provides administrative control over your fleet of Canon devices*. It fully integrates with our internal database system, providing you greater access to your account's information. Upon enrollment, you can begin taking advantage of the many features of myCSA, such as identifying and validating devices, reviewing installations by location, submitting meter reads, viewing meter read history, placing service requests, checking service requests, ordering supplies, managing your organization's users, and retrieving important account information.

The County can also access further account information through Canon Financial Services Inc.'s Designated Accounts website. Here, you can securely view and print invoices, sort invoice information, download invoice information, elect to have electronic invoice payments, and quickly search through past invoice history.

** requires an active service contract with Canon Solutions America, Inc.*

Service Organization Overview

As a sales and service subsidiary of Canon U.S.A., Inc., Canon Solutions America, Inc. is part of a larger support network and can provide extensive support to you. Our service and support division is the backbone of our company's success. At Canon Solutions America, we take great pride in our comprehensive support structure which allows our customers to enjoy a blanket of technical service coverage that ensures their ongoing satisfaction.

To ensure customer satisfaction, we measure every area of service performance, based on key criteria for each service team. Our support personnel are held to the highest standards and held accountable

01 NATIONAL KEY PERFORMANCE INDICATOR (KPI) MEASUREMENTS

02 3RD PARTY ANALYSIS OF INDUSTRY KPIS

03 CANON GLOBAL KPI MEASUREMENTS

for the service statistics for which they are measured. It is through these stringent performance standards and the commitment to our continuous improvement process that we confidently offer our Customer Satisfaction and Service Performance Guarantees and maintain the highest levels of customer satisfaction. Canon Solutions America has an entire division dedicated to providing you with unparalleled service. Whether the services apply to Implementation, Help Desk, Subscription Support, or Training and Education, the common thread among these is our unwavering commitment to our customers.

Our Solution Support Centers have achieved the prestigious HDI (Help Desk Institute) Certified Support Center award. This award signifies our commitment to excellence, efficiency, and service quality based on the HDI Support Center Standard.



Geographic Reach

Canon Solutions America provides geographic coverage in major metropolitan areas throughout the United States. Each region is supported by a comprehensive web of service professionals who provide best-in-class technical support to our growing base of customers. Beyond these critical regions, a network of Canon-authorized service companies stands ready to support your needs. All servicing entities must adhere to strict performance guidelines and must be fully certified to provide technical assistance on your Canon product.

The strength of the Canon service delivery program is the over 1,000 locations across the United States who are all certified to meet Canon standards. There are over 7,500 factory-trained technicians who help solve technical and equipment problems wherever your site may be. All authorized service centers are required to submit a detailed business plan describing prospective territory and staffing

plans as well as financials. They must agree to use only genuine Canon parts, and they must consent to unscheduled observations by Canon management.

Service Hours

Canon Solutions America's standard service hours are Monday through Friday, 8:30AM to 5:00PM, excluding weekends and holidays.

Extended Service Hours

Canon Solutions America offers the flexibility of extended service hours. Should you require service outside of the scope of our standard service hours, we can accommodate your request by contracting on a device or location basis as required. We can also provide a dedicated technician to be on standby, should you have critical uptime or volume issues. Extended service is not available in all locations.

Service Requests and Alerts

There are multiple options for placing a service call. Customers may place a service call by:

- Calling the toll-free number located directly on their Canon equipment.
- Placing a request online at <http://www.csa.canon.com>.
- Via their myCSA account.

myCSA is a self-service portal available 24 hours a day, 7 days a week that provides an efficient way to handle day-to-day functions related to your Canon devices. Upon enrollment you can take advantage of the many features of myCSA, such as the ability to view your current fleet status, entering Meter Reads, placing Service Requests, Ordering Contract Supplies* and retrieving account information from any tablet, laptop, or desktop. myCSA works seamlessly with imageWARE Remote, so you can easily request service for your equipment online. You can also check the status of active service requests as well as review closed requests.



**requires an active service contract with Canon Solutions America, Inc.*

imageWARE Remote is firmware that is embedded in our imageRUNNER products. The function of imageWARE Remote is to automatically provide accurate meter reads without the need for customer intervention. It reduces administrative costs and increases accuracy. The meters are automatically read every day for the most up-to-date reporting capabilities. The Service Monitoring portion of this tool automatically notifies our Dispatch Department of a hardware/software error. This feature allows our Dispatch Representatives to proactively call the customer to confirm that service is required.



The imageWARE Enterprise Management Console delivers an easy-to-use centralized point of control for all devices installed across your organization. This expandable console helps reduce downtime by directing low toner, paper jams, and device management alerts via email messages to the designated resource(s) within your organization. It's designed for easy implementation and simplified expandability.

imageWARE Enterprise Management Console

Help Desk Triage

Canon Solutions America's delivers the remote technical support needed to resolve disruptive workflow issues quickly, so critical systems can resume normal operations as soon as possible. **Our Help Desk services provide a single point of contact for all incidents and service request.**

- Help Desk availability from 8:30AM to 8:00PM EST Monday to Friday
- Toll-free phone and email access to support staff
- Dispatch service
- Call logging and ticket generation
- Incident management
- Escalation management
- Extended Help Desk support 24/7/365 available*

** 24/7/365 Extended Solutions Support is currently available for uniFLOW, Therefore, IRIS, and IDEAS enterprise solutions only.*

The Help Desk covers a wide spectrum of hardware, software, network connectivity, application, and workflow issues. It is the interconnectivity of these areas that sometimes creates challenging scenarios that require intelligent troubleshooting. The Help Desk is uniquely qualified to provide that type of assistance.

Help Desk services are delivered via the National Technical Support Center's (NTSC) customer helpdesk with escalation to Canon U.S.A. and partner support desks, if necessary. With expert assistance, Canon Solutions America delivers the remote technical support you need to resolve issues quickly.

Service Escalation

For technical issues that require further escalation, we have a rigid escalation process to ensure minimum downtime and maximum productivity.

Supplies Replenishment

The County may call the toll-free Customer Service Department to speak to a Customer Service Representative who will place the supply order. This Department is available Monday through Friday,

8:30AM to 8:00PM EST to accommodate our customers with offices nationwide. This toll-free number is located directly on the Canon equipment. The representative will verify a contact person, address, and serial number, inquire about the number of toners needed, and provide a confirmation number.

The County may also place a supply order via myCSA, a web-based account management tool included with an active Canon Solutions America, Inc. service agreement, and online at <http://www.csa.canon.com>. At the County's request, Canon Solutions America can maintain a standard stock of parts and supplies onsite, provided there is a secure location for storage. Maintaining a consistent supply of toner and additional supplies onsite maximizes uptime of your Canon equipment.

Meter Read Management

Canon Solutions America offers a variety of meter reading submission methods. The County may submit them manually by calling our toll-free Customer Service Department; however, we encourage you to use our automated submissions tools, myCSA and imageWARE Remote, which are free of charge.

Service Technicians

Through thousands of certified field service engineers nationwide, our service organization utilizes a single "Total Service Process." Our customers have access to local, regional, and national level engineers ensuring full Service Level Agreement compliance regardless of location. Mobile technology allows our field technicians and industry certified engineers to handle customer calls quickly and efficiently, minimizing your downtime.

Canon Solutions America service technicians average 15 years' experience and are factory trained on Canon's equipment as well as the network support systems and software that drive its sophisticated technology. Our primary service objective is to resolve the problem on our first visit and eliminate the need for additional calls for the same problem.

To accomplish this, our service organization:

- Offers unparalleled manufacturer direct service and support
- Delivers an average response time of four hours
- Utilizes a state-of-the-art Automated Dispatching System:
 - Live person responds to caller
 - Service technician receives text page with customer information
 - Service technician calls customer with expected arrival time and, if applicable, troubleshooting occurs over the phone

Our service technicians are measured on machine reliability — not on the number of calls per day. As a result, customers are assured the maximum productive time for their Canon equipment. For the customer this means one service call, one technician.

All new technicians attend an extensive new hire training program called **Printing and Digital Imaging Foundations** (PDIF), which provides the technicians the tools to maintain, troubleshoot, and repair Canon products. During this time, the new hire service technicians receive classroom-based training and hands-on training in the field. The technician, upon successful completion, is certified on a specific Canon model, which is based on territory demand, and has received critical skill courses that enable him or her to be a successful service technician in the field. The critical skills portion of their training includes the following: Customer Satisfaction Skills, Basic Network Install, Complete Call Process, Troubleshooting, Communication, and Technology. Ongoing product training and certifications are provided continually and are based on new technology and field territory growth.

The **Association of Technical Service Professionals** (ATSP) program is designed by Canon U.S.A. to uphold the high performance standards intended to support the needs and expectations of Canon customers. The ATSP program provides assurance that its certified members have attained a level of knowledge and performance that is second to none in our competitive business. The program sets out strict guidelines to which service technicians must adhere, ensuring customers receive best-in-class service. Canon Solutions America is proud of its high volume of certified professionals currently in our corporation.

Preventative Maintenance

We establish preventative maintenance schedules to aggressively address technical issues before they become an operational problem resulting in equipment downtime. Service technicians will perform a Complete Call Process in which they service the unit to a preventative maintenance standard each time the unit is repaired. He/She will clean all optics and remove, inspect, and clean all assemblies of the machine and its accessories. This Complete Call Process ensures a consistent level of service at all times.

Cycle Clinic Preventative Maintenance

With our Cycle Clinic automated preventative maintenance program, Canon Solutions America is able to increase customer satisfaction utilizing revolutionary product design enhancements that will

significantly improve unscheduled downtime, minimize machine failures, and maximize copy quality. The device will be able to send a service call into our system prior to the end user needing service. Additionally, all networked devices will place service calls with Canon Solutions America when durables (customer replaceable components) near their end of life. This will allow the technician to be proactive with the parts required, prior to arriving, resulting in fewer emergency calls, and much higher first-call fix ratio. With Service approval, the Cycle Clinic automated preventative maintenance program is optional, at no additional cost.

Usage Analysis

We use a structured methodology to support our customers' needs. For the County this approach allows us to fully understand the dynamics of your initiative, understand the complex nature of the changes being proposed by your workforce and infrastructure personnel, and then develop a high-level solution "Road Map" in order to right-size your equipment and provide workflow solutions for your various office locations that will improve the efficiency of your print environment.

Canon Solutions America, Inc. takes a proactive approach to customer service. We prefer to anticipate your needs and to identify opportunities for process improvements. As part of this, Canon Solutions America, Inc. will perform quarterly account reviews with you where we will survey:

- Number of devices on the account
- Uptime
- Response time
- Volume of output
- Billing issues
- Upgrade and downgrade opportunities (Right-sizing opportunities)
- Additional ways to reduce spending associated with your printing
- Cost, design, implementation, and management strategies
- Current and future technology investments that can lead to additional cost savings

Implementation Plan

The following is a brief narrative on our technical plan for accomplishing the work detailed in the County's bid.

Should Canon Solutions America, Inc. be fortunate enough to be awarded this opportunity, a series of actions will take place to ensure the successful implementation and ongoing maintenance of the County's contract. At a high level, these actions include the following:

- A **project meeting** is scheduled to determine an overall implementation plan. As evidenced in this Request for Proposal, a team has initially been assembled to coordinate the critical areas of the project. Additional personnel will be added within their respective disciplines to carry out tasks as they are required.
- A **site survey** is conducted at the appropriate sites to obtain the necessary data for a smooth delivery process. It is an opportunity for our IT Department to work with the customer's IT contact or designated Project Manager. During this time Canon Solutions America, Inc. personnel will:
 - a. Identify key managers and site contacts
 - b. Identify location of equipment for installation
 - c. Verify list of equipment to be removed
 - d. Create equipment removal schedule
 - e. Collect appropriate fax numbers/IP addresses
 - f. Identify priority installs
 - g. Verify power and datalines
 - h. Identify room numbers/departments
 - i. Identify installation challenges, delivery access etc.
 - j. Identify storage for potential location of parts on site if necessary
- Order Management reviews and **processes the contract** and sets up the account within our internal system. This triggers a number of other actions such as the release of equipment to a staging area for delivery preparation.
- **Equipment is pre-configured** to the specifications of the bid, such as including starter kits, labeling service information, and creating delivery schedules to meet the needs of the County.

- Customer **information packages** including copier specs, service call procedures, reference guides and instructional guides are compiled to accompany equipment.
- **Service installation and training** are scheduled to coincide with the delivery of the equipment.
- Customer's **myCSA** account is set up. myCSA a simple and convenient solution to managing your devices online. The Secure Account Management Portal is a self-service utility available 24 hours a day, 7 days a week that provides an efficient way to handle day-to-day functions related to your Canon devices. Upon enrollment*, you can take advantage of the many features of myCSA such as identifying and validating devices, reviewing installations by location, submitting meter reads, viewing meter read history, placing service requests, checking service requests, ordering supplies, managing your organization's users, and retrieving important account information. In addition, for those with toner inclusive service contracts, you'll be able to order toner through myCSA. **requires an active service contract with Canon Solutions America, Inc.*

Sample Implementation Plan for County of DuPage																																						
			Month (TBD based on County of DuPage needs)																																			
Task Name	Date Due	Responsible	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5
Implementation Team																																						
Select Implementation Team To Include:		County of DuPage																																				
Service, Sales, Administration, & County Focal Point		Canon Solutions America, Inc.																																				
Establish Process for Implementation Updates		County of DuPage																																				
		Canon Solutions America, Inc.																																				
Submit Implementation Updates		Canon Solutions America, Inc.																																				
On-Site Analysis																																						
Conduct On-Site Analysis		County of DuPage																																				
		Canon Solutions America, Inc.																																				
Summarize Equipment Requirements		County of DuPage																																				
		Canon Solutions America, Inc.																																				
Develop Recommended Equipment Configuration		County of DuPage																																				
		Canon Solutions America, Inc.																																				
Confirm Configuration with County of DuPage Focal Point		County of DuPage																																				
		Canon Solutions America, Inc.																																				
Communicate Space and Electrical Requirements		Canon Solutions America, Inc.																																				
Initiate Order Paper Work		Canon Solutions America, Inc.																																				
Administration																																						
Confirm Unit Type & Quantity to Initiate Internal Purchase Order for Equipment Acquisition		Canon Solutions America, Inc.																																				
Allocation of Equipment		Canon Solutions America, Inc.																																				
Confirmation of Delivery Contact and Time Frame		County of DuPage																																				
		Canon Solutions America, Inc.																																				
Establish Invoice Format & EDI Requirements		County of DuPage																																				
		Canon Solutions America, Inc.																																				

Recommended Solution

Equipment Overview

Designed with the user in mind, the highly responsive, flexible user interface is all about simplicity and ease. The imageRUNNER ADVANCE models have a range of features that allow users to accomplish much more in much less time. As advanced as the solutions technology is, Canon has developed software interfaces and print drivers that offer the user clear, intuitive access to features through logical screen arrangements and consistent naming conventions. No matter where your users are, they are able to quickly understand all the options, access exactly what they need, and execute their task. The Canon product line is user-friendly and simple to learn.

The workplace is rapidly changing. Flexible start times, working from home, mobile workers who share desks, and employees who cross international boundaries yet interact as if they were in the same room.

To be successful, businesses must be able to gather and present information quickly, share it easily with those who need it, and attempt to keep it from those who don't. However, information management poses an important challenge with multiple documents that co-exist in various printed or digital forms and locations—from employees' desks and office cabinets to cloud servers and mobile devices.

The imageRUNNER ADVANCE portfolio is an intelligent business platform built to complement every stage of the document life cycle. From creation to sharing, output to archival, these systems are designed to help you increase productivity and efficiency, meet security and environmental needs, control costs, and optimize your return on investment.

From small workgroups and offices to large departments and print rooms, this platform offers a wide range of models and integrated solutions with the proven technology to help address the document workflow challenges of evolving work environments.

The imageRUNNER ADVANCE platform can be customized to help meet the specific requirements of your business. It can integrate seamlessly with Canon solutions and third-party software to provide powerful output management, document capture, information management, and automated workflow solutions that help streamline daily business processes.

imageRUNNER ADVANCE 4525i

Product Highlights

- Designed to deliver consistent and reliable performance to busy departments and work environments.
- With an efficient, compact design, these intelligent systems work seamlessly within fleet environments, offer an intuitive user experience, and integrate with Canon's holistic business solutions.



Technical Specifications

- Print up to 25 ppm in black and white
- Scan up to 160 ipm (300 dpi) (BW, color, duplex)
- Print up to 11" x 17"
- 6,330-sheet maximum paper capacity



Brochure

<https://csa.canon.com/online/wcm/connect/csa/50e8d407-cbbf-4951-a9c1-66f4e38f5199/imageRUNNER-ADVANCE-4500i-Series-Brochure.pdf?MOD=AJPERES&CACHEID=50e8d407-cbbf-4951-a9c1-66f4e38f5199&TC=&CN=&CS=&CR=>

imageRUNNER ADVANCE C3525i/C3530i

Product Highlights

- Compact, multifunction device with outstanding usability and intuitive touch-screen
- V2 Color for vivid, high-quality output
- Flexible finishing options in a small footprint



Technical Specifications

- Paper capacity (sheets): 1,200 standard; 2,300 maximum
- Easily handle a range of printing tasks from envelopes to sheets up to 11" x 17"



Brochure

<https://csa.canon.com/online/wcm/connect/csa/4d3105b6-255a-410b-81b0-a3e661f1d730/imageRUNNER-ADVANCE-C3500-Series-Brochure.pdf?MOD=AJPERES&CACHEID=4d3105b6-255a-410b-81b0-a3e661f1d730&TC=&CN=&CS=&CR=>

Recommended Solution

Canon Solutions America, Inc.

imageRUNNER ADVANCE 4535i/4545i

Product Highlights

- Designed to deliver consistent and reliable performance to busy departments and work environments.
- With an efficient, compact design, these intelligent systems work seamlessly within fleet environments, offer an intuitive user experience, and integrate with Canon's holistic business solutions.

Technical Specifications

- Print up to 35/45 ppm in black and white
- Scan up to 160 ipm (300 dpi) (BW, color, duplex)
- Print up to 11" x 17"
- 6,330-sheet maximum paper capacity



Brochure

<https://csa.canon.com/online/wcm/connect/csa/50e8d407-cbbf-4951-a9c1-66f4e38f5199/imageRUNNER-ADVANCE-4500i-Series-Brochure.pdf?MOD=AJPERES&CACHEID=50e8d407-cbbf-4951-a9c1-66f4e38f5199&TC=&CN=&CS=&CR=>

imageRUNNER ADVANCE C5535i/C5550i/C5560i

Product Highlights

- Provides high-quality performance with outstanding ease-of-use and integration with solutions that can help streamline business workflows
- Intelligent information management platform designed to support the goals of business

Technical Specifications

- Print up to 35/50/60 ppm in color/black and white
- Scan up to 160 ipm (300 dpi) (BW, color, duplex)
- Print up to 12" x 18"
- 6,350-sheet maximum paper capacity



Brochure

<https://csa.canon.com/online/wcm/connect/csa/e4905361-b483-4356-b749-514fa3a512fc/imageRUNNER-ADVANCE-C5500-Series-Brochure.pdf?MOD=AJPERES&CACHEID=e4905361-b483-4356-b749-514fa3a512fc&TC=&CN=&CS=&CR=>

imageRUNNER ADVANCE 6555i/6565i/6575i

Product Highlights

- Offers robust paper handling and finishing's, powerful scanning capabilities, intuitive user interface and standard authentication.
- Transforms operational efficiencies and cost management by providing administrators control over usage and security settings.



Technical Specifications

- Prints up to 55/65/75 pages per minute (letter)
- Up to 7,700-sheet paper capacity (LTR) (3,500 standard capacity)
- Paper size: up to 11' x 17" maximum



Brochure

<https://csa.canon.com/online/wcm/connect/csa/33cd4b1d-59fe-4a49-8e33-f154c9641c3f/imageRUNNER-ADVANCE-6500-Series-Brochure.pdf?MOD=AJPERES&CACHEID=33cd4b1d-59fe-4a49-8e33-f154c9641c3f&TC=&CN=&CS=&CR=>

imageRUNNER ADVANCE C7565i

Product Highlights

- Produces outstanding image quality and fast, reliable performance to high-volume office environments.
- Works seamlessly with Canon's integrated software and services to provide a holistic solution for your business.



Technical Specifications

- Print up to 65/60 ppm (BW/color)
- Scan up to 240/220 ipm (300 dpi) (BW/color, duplex)
- Print up to 13" x 19"
- 9,300-sheet maximum paper capacity



Brochure

<https://csa.canon.com/online/wcm/connect/csa/518fac98-ee9d-4ceb-84cb-8dbf869140bb/imageRUNNER-ADVANCE-C7500-Series-Brochure.pdf?MOD=AJPERES&CACHEID=518fac98-ee9d-4ceb-84cb-8dbf869140bb&TC=&CN=&CS=&CR=>

imageRUNNER ADVANCE 8505i

Product Highlights

- Offers robust paper handling and finishing's, powerful scanning capabilities, intuitive user interface and standard authentication.
- Transforms operational efficiencies and cost management by providing administrators control over usage and security settings.



Technical Specifications

- Prints up to 105 pages per minute (letter)
- Up to 7,700-sheet paper capacity (LTR) (3,500 standard capacity)
- Paper size: up to 13" x 19" maximum



Brochure

<https://csa.canon.com/online/wcm/connect/csa/db5eece-214c-44cd-b497-0bc75d0e5b7b/CSA+Version+iRADV+8500SRS+Brochure.pdf?MOD=AJPERES&CACHEID=db5eece-214c-44cd-b497-0bc75d0e5b7b&TC=&CN=&CS=&CR=>

Device Management Tools



As a best of breed offering which is provided to our clients at no additional cost, myCSA provides a simple and convenient solution to managing your devices online. The Secure Account Management Portal is a self-service utility available 24 hours a day, 7 days a week that provides an efficient way to handle day-to-day functions related to your Canon devices. Upon enrollment, you can take advantage of the many features of myCSA such as submitting meter reads, placing service requests, ordering contracted supplies*, and retrieving account information.

**requires an active service contract with Canon Solutions America, Inc.*

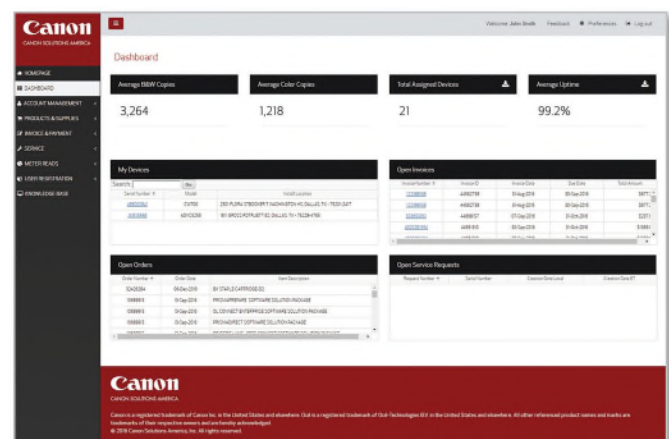
myCSA will help save you valuable time and includes these exciting features:

- Business intelligence dashboard with usage information on devices
- Submit meter reads and view meter read history
- View, pay and download open and closed invoices
- Order/track supplies
- Place/track service requests
- Full catalog of Canon Solutions America products and solutions to request a quote
- Quick action buttons to order supplies, enter meter reads, request service and remove devices
- Update preferences and contact information
- Tablet friendly

BUSINESS INTELLIGENCE DASHBOARDS

The myCSA Secure Account Management Dashboard provides you with an overview of usage associated to the devices registered to you.









Depending on your user role, it also allows you to quickly access overall customer account-related information such as the device fleet, invoicing, orders and service requests.



Enter meter readings individually, or upload readings for multiple devices from a Microsoft Excel spreadsheet – even if they are on different contracts. Receive email alerts to notify you when meter reading due dates are approaching. Readily access past meter reads to monitor monthly usage.






SHOPPING CART

A cart has been created for this order. It will automatically be saved if you do not checkout completely. You may delete the cart by clicking on 29-04-2019.

Item Number	Part Number	Location	Quantity
 46Y124166	20440003	6PW 33 VULCAN TONER	1 
 46Y124166	20460003	6PW 33 MAGENTA TONER	1 
 46Y124166	21600003	6PW 33 CYAN TONER	1 
 46Y124166	21620003	6PW 33 BLACK TONER	2 

Shipping and Tax will be applied once order is placed. You will receive an email with the total amount.

PRODUCTS & SUPPLIES

-  Order Contract Supplies
-  Open Supply Order
-  Closed Supply Order
-  Equipment Request
-  Order Inquiry

Serial Number	Equipment Number	Print Date Date	Status Ready/Date
46Y124166A	46Y124166B	31-03-2019	Cancel Reason

Date:

20-04-2019

mail:

202337

[illegible]

Easily order toner for devices on a toner-inclusive or Managed Print Services contract. Visibility into open and closed supply orders along with tracking information by order number or date range. Receive email confirmations when supply orders are placed.

Save time by requesting service for equipment online and receive an email to confirm your request. View the status of active service requests and past service requests.

[illegible][illegible]

Efficiently designate who has access to myCSA, and define which features and devices each person has access to. Enter requests to make changes to your account, such as removing devices from a contract or modifying meter readings.

Invoice Inquiry

Search for an invoice order by entering search criteria below. You may search on a single criteria or use a combination.

Transaction Type

Quick Release (Q) Credit Memo

Transaction Status

Open (W) Open (C) Closed

Invoice Type

Quick (Q) Status Order (S) Service Contract

Enter Credit Card Details

Card Number

4111111111111111

Expiration Month

02

Expiration Year

2019

Showing 1 out of 6 entries

Search	Transaction #	Transaction Date	Transaction Type	Exp Date
02	41052401	01-JAN-2008	Invoice/Charge (Debit)	31-JAN-2009
02	41053401	01-JAN-2008	Invoice/Charge (Debit)	31-JAN-2009

Make Payment

Invoice Number	Exp Date	Amount Due	Amount Paid	Pay to E-Ref
410534	31-JAN-2008	2700.00	0.00	00
Total Payment:			\$2700.00	

Conveniently view, download, and pay invoices online. Easily view or download contract invoices into Microsoft Excel, to manipulate the data as you require.

imageWARE Remote

imageWARE Remote is firmware that is embedded in our imageRUNNER products. The function of imageWARE Remote is to automatically provide accurate meter reads without the need for customer intervention. It reduces administrative costs and increases accuracy. The meters are automatically read every day for the most up-to-date reporting capabilities. The Service Monitoring portion of this tool automatically notifies our Dispatch Department of a hardware/software error. This feature allows our Dispatch Representatives to proactively call the customer to confirm that service is required.

imageWARE Enterprise Management Console

Canon's imageWARE Suite of utilities expands the resources available to manage and monitor the imageRUNNER devices on your network. One component, imageWARE Enterprise Management Console, is a web-based application capable of installing and managing Canon networked systems on most customer networks.

- Monitor device conditions (jams, paper level, toner, etc.)
- Monitor any job on the network
- Platform independent utility
- Deliver administrator alerts

Monitoring ability includes:

- Remote device status
- Jobs in the queue
- Job status/error messages
- Paper levels by drawer
- Paper drawer configuration (paper size)
- Counter information (meter readings – includes breakdown of color versus black and white)
- Key contact information by device (allows for automatic email notification to key contacts when problems occur)

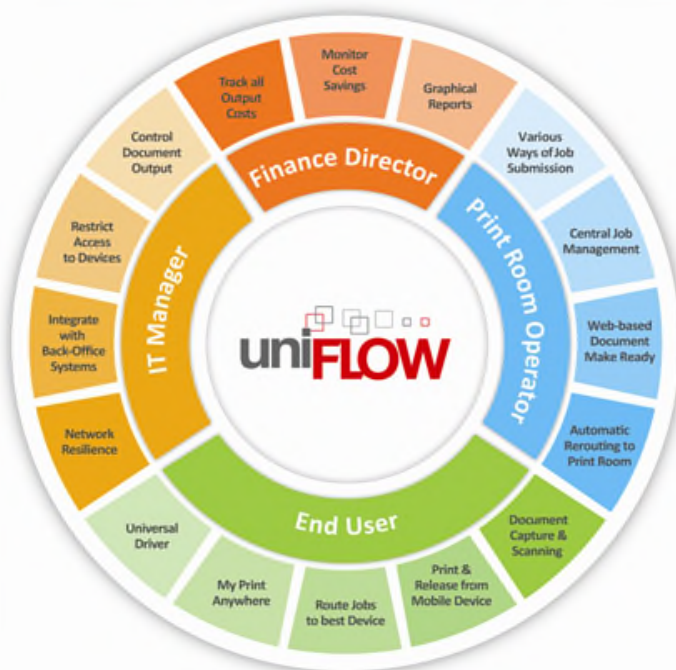
For added convenience, imageWARE Enterprise Management Console is also capable of monitoring third-party printers complying with the standard printer MIB, thereby consolidating network device management via one utility. Using the map view feature of imageWARE Enterprise Management Console, administrators can create logical representations of their actual printing environments. imageWARE Enterprise Management Console ships standard with all Canon imageRUNNER products. While the imageWARE Enterprise Management Console comes free with an imageRUNNER or Color imageRUNNER device, the implementation of the solution is fee-based.

Software Overview

uniFLOW

uniFLOW is an exclusive, comprehensive solution from Canon delivering a rich set of functionality in the areas of secure printing, document output accounting, rules-based routing and print analysis. It is an intelligent and highly scalable print output management software suite designed to manage output driven in the general office and production print environments. With its modular design and emphasis on security, uniFLOW is particularly attractive to IT managers who value its ease of integration and strong level of control within networked environments. uniFLOW can save you time and money by providing effective controls over your entire fleet.

uniFLOW's web-based architecture allows the software to run over multiple buildings, locations or sites. The uniFLOW solution can be built based on your needs from several different components depending on your needs.



Benefits of uniFLOW Output Manager:

uniFLOW offers organizations the ability to, but not limited to:

- **Statistics** – Track print and copy costs on all networked multifunctional devices (not just Canon), printers as well as locally connected desktop printers. Identify system weaknesses, right-sizing opportunities, Top 10 offenders and more with over 70 customized reports.
- **Follow Me Printing/Scanning** – printing at any printer simply by logging in via an employee badge or PIN Code
- **Mobile Printing** – Allow users to submit print jobs from their Smartphone (such as iPhones, Blackberry or Android) and tablets (iPad, etc.).
- **Secure Release** – Allow users to release their print jobs securely using their Smartphone or tablets as a means of authentication.
- **Rule Based Routing** – Change how jobs are printed based on rules. Drive volume to the most appropriate printer.
- **Scan Capture** – Scan documents into backend document management systems as a highly compressed PDF or in an editable format.

- **Content Security** – Enhance document security by taking an image of each copy, print, fax or scan which can then be processed for restricted keywords.
- Provide detailed device information such as meters, toner or error for efficient device management.
- Integrate into backend billing systems via its SQL Connector (XML or CSV export).
- Provide streamlined support for entire fleet with the support for non-Canon, non-MEAP enabled devices and embedded applications for many popular 3rd party devices.

uniFLOW Modules

uniFLOW consists of a primary server that can be configured with a variety of modules to address your specific needs in the following areas:

Statistics

The most important feature of uniFLOW is the ability to monitor and track all copy and print activities for both black and white and color usage for all devices in your fleet. uniFLOW can account by device, individual, location, department, file type, etc. With over 70 standard reports uniFLOW will provide you with up to the minute data allowing you to analyze critical data and make adjusts as needed. Reports can be auto-generated and delivered via e-mail as often as you deem necessary. ***What's not measured, is not managed.***

Follow Me Printing

This feature allows users to retrieve their print jobs from any device within their network. By authenticating at a device via a badge or PIN code, the user can select which jobs to print, edit the attributes of the job before printing or even delete jobs before they are released. Users can adjust print settings such as color, duplex, stapling, hole-punch, page counts, etc., right from the multi-function devices. Users also have the flexibility for scanning to e-mail or any configured back end solution that they use from any device.

Secure Mobile Printing

Canon's exclusive uniFLOW solution can allow mobile users to easily print from their smartphones and tablets via Canon multifunction products, single function printers and non-Canon print devices. In addition, companies can control and secure the release of the print output to networked devices by tracking and statistically capturing all output related details and requiring users to authenticate at the device prior to print delivery.

- **Secure Mobile Submission:**

uniFLOW allows any mobile user to submit a print job, as long as that user's mobile device has emailing capabilities. Users can also submit jobs via web browser, or printing directly from an application using an internet enabled driver.

- **Secure Mobile Release:**

Once a print job is submitted, regardless of whether it's from a desktop PC or a mobile device, the user will fall into the uniFLOW My Print Anywhere (follow me printing) workflow, where the user will walk to the most convenient device, and release their print job after authenticating themselves.

- **Multiple Identities & Guest Printing:**

Users tend to have multiple identities in today's mobile age, and uniFLOW supports that by allowing users to register each of their identities, such as email addresses or phone numbers, so that the uniFLOW system will recognize them, and allow them to print.

uniFLOW Secure Mobile Printing also provides the option for guest printing. Guest printing can be customized to allow visitors (outside the network) to submit print jobs, but with preset company restrictions.

- **Native Application:**

There is also a uniFLOW native app for Apple iOS devices and Android devices. This app enables the mobile device to identify a printer, for example by a QR code, select a print job from the user's personal print queue, make necessary print settings, and release their job.

Rules Based Routing

The end-user still just presses the “print” button, but once the job matches certain conditions, they are prompted to route the job to a more cost-effective printer. The conditions used to route the job can be different for each printer and include criteria such as the number of pages, the cost of the job, whether it contains color, or the application used to print the job. The user may choose to override the prompt to route the job to a preferred printer if given permission by the administrator. Print jobs can also be set up for automatic rerouting to the most cost-effective device, thereby denying the user the choice.

uniFLOW allows organizations to save money by reducing printing expenditures by routing print jobs from expensive network printers to Canon multifunction devices that print at lower cost-per-copy.

The general features of Rules Based Routing are:

- Allows print jobs to be moved to another device depending on certain conditions set by the administrator.

- Jobs can be moved automatically (i.e. without asking the user first) or interactively (i.e. getting the user to choose first).
- Notification of the job routing can be sent to user via web pop-up and/or email.
- Ability to route jobs from one networked printer to another.
- Ability to route jobs from a locally attached desktop printer to a networked printer.
- Ability to route jobs to a secure print queue.
- Savings made from routing jobs can be stored in the database for later reporting.
- Potential savings from routing jobs to the cheapest device can be stored in the database for later reporting.
- Users who ignore the routing advice and keep printing to the most expensive printers can also be tracked.

Integrated Print Room Management (CRD)

uniFLOW provides the ability to route jobs to the print shop just like any other print job to any other printer. CRD provides job ticketing, central job management via a convenient operator dashboard and pre-press document make-ready for creation and cleanup.

Authentication

uniFLOW offers a variety of authentication methods including corporate ID card systems, thereby giving administrators greater levels of control and security.

Universal Print Driver

The uniFLOW Universal Print Driver provides IT with a single, easy to manage print driver that drives printing for all devices on the network. One of the most labor intensive activities for the IT department is loading and managing various print drivers for each device on hundreds, even thousands of workstations throughout the organization. With only a single driver to manage, we take the guesswork out of which driver to use and frees up IT to focus on more mission critical tasks. This also works in a mixed printer environment with PostScript and PCL printers. If necessary a conversion between the two standards (PostScript and PCL) can take place.

[Click here for uniFLOW brochure](#)

MiCard Plus

Organizations lock their MFDs to stop unauthorized and uncontrolled usage. By combining a MiCard PLUS proximity card with uniFLOW, organizations can enjoy these security benefits while still allowing authorized users quick and easy access to the MFD. A single swipe of their building access pass or ID card is all that is required to instantly authenticate and enjoy the full power of the Canon MFDs.



Multiple Technologies in one Reader

Proximity card readers are not just used to gain access to multi-functional devices but also to buildings, PCs or to pay for food in restaurants. Different card technologies may be in use in different buildings or may change as new services are offered to workers. The MiCard PLUS reader can read over 35 different 125 kHz and 13.56 MHz proximity and contactless smart cards in the same reader.

Over 35 different Technologies

The MiCard PLUS is 35 card readers in one. The MiCard PLUS can be configured to read the specific card type in use in the organization. Common technologies supported by the MiCard PLUS reader include HID® Prox, Indala® (Motorola), HiTag and CASI-RUSCO® all in the 125 kHz range. In the 13.56 MHz frequency, the MiCard PLUS reader can identify the serial number from cards using technologies such as HID iCLASS and MIFARE.

Simultaneous Card Reading

In addition to reading more than 35 different card types, the MiCard PLUS reader can be configured to read two different cards, regardless of the technology or frequency. This allows companies with more than one technology in use in their organization to provide all users with access to the devices without having to distribute multiple cards or attaching RFID stickers to existing cards.

Managed Print Services Program

Executive Summary

Today's business climate is more challenging than ever before. To remain competitive, companies must look to all aspects of their business for cost-cutting opportunities that not only improve profits but also increase productivity and enhance operational efficiencies. According to Gartner Group, an estimated 1% to 3% of annual revenues are spent on print related activities. Industry analysts continue to highlight document output as a key area for significant cost savings.

A Managed Print Services (MPS) program is designed to not only simplify the management and administration of an organization's print environment, but also to seek to optimize the environment by balancing the ratio of single-function printer to multifunctional device, and the number of end-users per print device, so that better efficiencies, productivity, and cost savings can be realized.

This proposal presents the County with a solution for taking control of your single-function laser printer devices. By actively managing these devices through Canon Solutions America's Managed Print Services, the County will realize significant benefits including:

- Control and reduction of per-page printing costs
- Simplified vendor management—one vendor to support all printing needs
- Reduced IT support burden
- Reduced total cost of ownership
- Increased device availability

Output fleets represent a significant area of opportunity to realize fiduciary benefits. Savings of 10 to 30% of annual spend can be achieved with active management.
– Gartner Group

Why Managed Print Services?

Have you experienced any of the following challenges and pain points?

- **Lack of a full picture of your assets:** You don't know how many devices you have, what kinds they are, or where they are located.
- **Control of device uptime:** You don't know when machines are not functioning, when there are delays in requesting service, if there are supply outages, etc.
- **Multiple vendors:** You spend too much time managing inconsistent obligations, different support models, and nonstandard vendor accountability.

- **Inconsistent service:** You don't have centralized service across your fleet, maintenance is reactive rather than proactive, and you must deal with differing service obligations.
- **Lack of cost control:** You might be purchasing expensive supplies, take up valuable space by storing them, and could face unpredictable maintenance costs.
- **Accounting challenges:** You're paying multiple equipment, supply, and maintenance vendors, making it difficult to accurately budget/allocate costs.

If you have, you're not alone. Canon Solutions America is here to help. Our MPS programs have achieved outstanding customer satisfaction ratings because:

- We listen to and understand your requirements so we can best meet your needs.
- From a financial perspective, we provide benchmark value.
- Your ongoing satisfaction is ensured through our outstanding service and support.

Designed for You

Canon Solutions America's Managed Print Services program does not take a one-size-fits-all approach. There are many drivers behind your objectives regarding management of your print device fleet, so Canon Solutions America designs a program that meets your specific business needs and unique objectives. Starting with managing your fleet of single-function printers under a Cost-Per-Page contract, and later extending to Print Device Fleet Rightsizing, End-User Print Behavior Modification, and even Total Print Outsourcing, Canon Solutions America will work closely with you to develop a long-term strategy to transform your print infrastructure and help lower your costs, while increasing the quality of service you receive.

Program Overview

Discovery Findings

Traditionally, document output costs have been widely distributed across an organization's financial reporting structure. This decentralized approach hides many print related expenses, hindering management's ability to account for the true costs of document output across the company.

Through our Managed Print Services discovery process, we provide you with the information you need to understand and gain greater control of your copying and printing expenses.

Objectives

The County's objectives for managing document output technology are:

- Identify, track, and control all output devices through a reporting system that will enable the County to account for all devices and recover related operating costs internally.
- Work with a vendor who will provide optimum reliability while offering a combined approach of technology, service, performance guarantees, and systems for accountability.
- Engage a single vendor to provide all document delivery systems, to realize consistency in service and pricing as well as programs for acquiring, invoicing, and supporting the document environment.
- Uncover the true cost of hardcopy output within the County's environment.
- Define and capture key metrics so that the County is able to evaluate the current state of operations and assess, through an informed perspective, opportunities for improvement.
- Use the data gathered in this project to support the County's desire to reduce spend on hardcopy output through:
 - Implementing a Managed Print Services program
 - Reducing and consolidating print devices
 - Optimizing document output strategies

Description of Services

Canon Solutions America will provide the County with a fully integrated Managed Print Services program that will enable you to gain control of laser printing expenditures while also enhancing printer performance and user productivity.

Features

Supplies Replenishment

- Toner

Printer Monitoring

- Proactive alert monitoring

Help Desk

- Level 1 triage

Reports

- Monthly usage dashboard
- Quarterly account review

Printer Maintenance

- Routine preventative maintenance
- Maintenance kits (where applicable)

Printer Repair

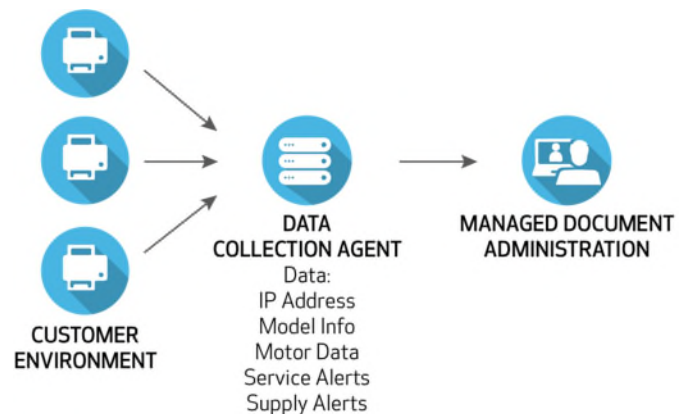
- Parts
- Labor

***All inclusive,
cost-per-
page model.***

Single-Function Printer Management

To easily and efficiently manage all of your single-function print devices, our MPS program offering includes supplies, parts, and labor, plus covers toner cartridges and on-site break-fix services, all for a fixed cost-per-print (CPP) fee structure (one CPP for black & white output devices and one CPP for color output devices). Also included are proactive device monitoring, Level 1 Help Desk services, and a comprehensive reporting package.

- Supplies
- Par
- Labor
- Device monitoring
- Usage reporting
- Level 1 Help Desk



In addition to field-based technicians, our Technical Operations Center (TOC) is key to our successful delivery model for Managed Print Services. Through the deployment of remote monitoring software, the TOC proactively responds to device alert conditions, often before end-users even realize there is a problem.

Program Outline

When compared against the County's current single-function laser printer program, the advantages of Canon Solutions America's proposal become clear. The County will receive significantly greater levels of service while also reducing Total Cost of Ownership.

Print Solutions Comparison

Feature	Current	Proposed
<i>Supplies (toner)</i>	Purchase as Needed	Included
<i>Parts (break-fix)</i>	T&M	Included
<i>Labor (break-fix)</i>	T&M	Included
<i>Device Monitoring</i>	n/a	Included
<i>Proactive Alert/Error Condition Response</i>	n/a	Included
<i>Usage Reporting</i>	n/a	Included
<i>Level 1 Help Desk</i>	Vendor Specific	Included
<i>Fixed Cost-Per-Print</i>	n/a	Included
<i>Simplified Billing</i>	n/a	Included
<i>Consumables Tracking</i>	n/a	Included
<i>Comprehensive Account Review</i>	n/a	Included
<i>Simplified Vendor Management</i>	Multiple	One Vendor

Canon Solutions America's MPS Program is a **no-minimum** base volume agreement—you pay for only the actual number of pages printed. There are no overages, either; the County may print as much or as little as business demands require for a given period.

Benefits of MPS

Through the implementation of Canon Solutions America's MPS Program, the County will be better able to manage the use and allocation of your existing printer fleet.

- **Lower Total Expenses:** Managed Print Services will enable the County to control and reduce print related expenses through an all-inclusive cost-per-page (CPP) program designed to optimize print environments, eliminate costly supply stocking, and lower overall laser printer costs. Reduce overall spend on print-related activities with potential savings of 10-30%.
- **No Hidden Fees:** For a low monthly fee, Canon Solutions America will provide the County with the supplies and service necessary to keep the printer fleet running at peak performance. The predictable monthly fee is based upon actual usage and includes all laser printer related supplies and service, except paper and staples. Includes OEM (Original Equipment Manufacturer) toner and supplies.
- **Simple Cost Management:** Print cartridge expenses are often buried in departmental budgets, making it difficult to quantify print related costs and impossible to manage the print environment. Managed Print Services will provide the County with visibility into these costs, including a single invoice for all laser printer expenditures. Enjoy streamlined billing with management reports that support easy cost allocation.
- **Single Vendor Model:** Simplify the management and administration of your print environment through a single vendor dedicated to optimizing and managing all document output devices.
- **Reduced Burden on IT:** By removing the burden of printer related support tasks from the County's IT department, your internal IT resources will be able to focus on core business systems and value-added technology initiatives.
- **Increased Control of the Print Environment:** Leveraging industry-leading tools and tactics, Canon Solutions America will provide the County with valuable information on laser printer and multifunction printer usage and associated costs. Through scheduled performance reviews, we will provide recommendations for the continual optimization of your print environment including opportunities for cost savings and productivity enhancements.

By actively engaging in quarterly business reviews, Canon Solutions America works with you to continually seek opportunities for greater savings.

Support

Canon Solutions America's nationwide service network consists of a skilled and professional technical support staff. Our Analysts, Engineers and Service Technicians continually undergo technical training and professional development in pursuit of service excellence. As a result, our technical support staff is among the most experienced and tenured in the industry.

Every service technician completes a rigorous factory and in-house training curriculum provided by both Canon U.S.A. and select third parties. This ongoing education ensures that every Service Technician keeps pace with advancing technology.

Canon Solutions America service technicians are backed by a state-of-the-art dispatching system that enables a technician to be dispatched from the location nearest you. Our technicians are measured on machine reliability, not number of calls per day. As a result, our customers experience unparalleled manufacturer direct service and support.

Having both internal and external support capabilities is critical to ensuring that our solutions are met with total customer satisfaction. There are a number of key components to our support infrastructure, including pre and post sales systems support, help desk, on-site training, automated dispatch, and a number of other areas, which provide the high level of support our customers expect and deserve.

Canon Solutions America provides geographic coverage across the United States. Each region is supported by a comprehensive web of service professionals who provide best-in-class technical support to our growing base of customers. Beyond these critical regions, a network of authorized service companies stands ready to support your needs.

National Technology Solutions Center

Recognizing the unique support requirements for today's connected office environment, Canon Solutions America developed a technical center of excellence for all Canon and third-party solutions – The National Technology Solutions Center. This center is your company's one-call, problem resolution resource for all Canon and third-party solutions, and provides the following for Managed Print Services:

- National Help Desk
- Service/Repair Coordination
- Usage Reporting
- Device Monitoring
- Supplies Fulfillment



Project Plan

Below is the proposed high-level project plan for the County's Managed Print Services implementation. Once the County accepts the proposal, a more detailed project plan will be developed in cooperation with the County.

Date	Event
TBD	Canon Solutions America installs and configures data collection agent on central PC
TBD	Data collection agent executes and collects print data for 30 days
TBD	Canon Solutions America analyzes print data and develops Managed Print Services proposal
TBD	Canon Solutions America and the County review proposal and associated recommendations
TBD	The County approves proposal, completes required documentation, and executes contract
Within 3 days of project initiation	Canon Solutions America conducts pre-installation site survey
Within 15 days of project initiation	Canon Solutions America installs technology where appropriate
90 days post implementation	Canon Solutions America monitors results of implemented solution
Approximately 100 days post implementation	Canon Solutions America conducts account review with the County
Ongoing quarterly reviews	Canon Solutions America will conduct Account Reviews on a quarterly basis to ensure ongoing customer satisfaction

Going Further

Managing single-function printer costs under a cost-per-page contract is only the beginning of what we can do for you. Canon Solutions America's Managed Print Services programs encompass the full range of services required to achieve your company's print management objectives.

By leveraging our extensive expertise in document and print management, your organization can truly **optimize** your fleet through a balanced approach, reducing costs while also increasing the level of service received by your end-users.

In addition to Cost-Per-Page, MPS can provide:

- Print Device Fleet Rightsizing
- End-User Print Behavior Modification
- Total Print Outsourcing



Print Device Fleet Rightsizing

Office environments that do not actively manage their print device fleet typically suffer from sub-optimal investment and inefficient ongoing spend. Research group IDC reports that poorly managed copy/print environments affect approximately 75% of all organizations, costing those organizations upwards of 30% more than required. This inefficiency is often the result of factors that are not easily recognized until they are specifically sought out. Simply put, most organizations have too many print devices and too many printer makes and models. Motivated by the perception that locally attached printers will provide more convenience and better security, the result is the proliferation of small, easy to procure, inexpensive to acquire laser printers. When you consider supplies, the inefficiencies become even greater—since each make and model of laser printer requires specific, and often expensive, consumables.

You can enjoy significant cost savings while improving the level of service delivered to your end-users by engaging a methodical approach, governed by best practices, to consolidate print devices, standardize the infrastructure, and better leverage technology.

End-User Print Behavior Modification

Most organizations do not understand their total costs related to printing; the same is true for your employees. By implementing an output management solution, you can gain valuable insights regarding your total spend on print related activities. You can further use this technology to extend your commitment to reducing print volumes by educating your staff about the cost of each print job. By providing employees with real time feedback regarding the cost of each print job, they are

empowered to make informed and thoughtful decisions. Through the powerful combination of employee education and the comprehensive reporting provided by these solutions, you can further drive down your total cost of print output.

As organizations continue to drive cost efficiencies within their print environment, additional benefits become available that were not previously possible within a standard, non-managed infrastructure. By deploying Canon's output management suite, uniFLOW, you can gain the insight required to encourage responsible printing behaviors while also enabling such advanced capabilities as secure print release, rules-based print routing, and authorization workflow.

"Output fleets represent a hidden gold mine of cost savings to enterprises. By developing a comprehensive approach that includes rightsizing, cost-per-page oriented procurement, and ongoing management of the fleet, enterprises can reap the savings benefits of this often-overlooked technology area."

- Gartner Group

Total Print Outsourcing

Having a provider take over the management of your entire print infrastructure will save your organization significant amounts of money as most of the burdened costs of IT and the administration of devices and their supplies are shifted to the provider. Providers have the expertise and scale to do this much more effectively than any single company, and they can do this more cost effectively than any one organization on their own.

Our comprehensive portfolio of Managed Print Services will help your organization realize the full potential of your output strategy.

















Product Literature













Published Specifications

Canon Solutions America, Inc. is providing the published specification from Buyers Laboratory, Inc. (BLI) on the 2 Flash Drives. The specifications are also included in the Product Literature that was required in Section 4 Special Conditions

Monochrome

						
 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product
USA, BLI ID: 16101	USA, BLI ID: 16104	USA, BLI ID: 16105	USA, BLI ID: 16019	USA, BLI ID: 16098	USA, BLI ID: 16099	USA, BLI ID: 16096
2	3	4	4	4	5	6
\$8,000	\$10,000	\$13,500	\$18,000	\$24,000	\$30,000	\$53,000
None	None	None	None	None	None	None
Current	Current	Current	Current	Current	Current	Current
Info not avail	Info not avail	Info not avail	Info not avail	Info not avail	Info not avail	Info not avail
March 2018	March 2018	March 2018	March 2018	March 2018	March 2018	March 2018
Canon (Info not avail)	Canon (Info not avail)	Canon (Info not avail)	Canon (China)	Canon (China)	Canon (China)	Canon (Info not avail)
None	None	None	None	None	None	None
Canon imageRUNNER ADVANCE 4525i	Canon imageRUNNER ADVANCE 4535i	Canon imageRUNNER ADVANCE 4545i	Canon imageRUNNER ADVANCE 6555i	Canon imageRUNNER ADVANCE 6565i	Canon imageRUNNER ADVANCE 6575i	Canon imageRUNNER ADVANCE 8505i

Color

					
 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product	 <input type="checkbox"/> Alerts <input type="checkbox"/> Favorites Highlight Differences Against this Product
USA, BLI ID: 16182	USA, BLI ID: 16228	USA, BLI ID: 16138	USA, BLI ID: 16186	USA, BLI ID: 16237	USA, BLI ID: 16061
2	2	3	4	4	4
\$7,800	\$11,000	\$15,000	\$20,000	\$23,000	\$32,000
None	None	None	None	None	None
Current	Current	Current	Current	Current	Current
Info not avail	Info not avail	Info not avail	Info not avail	Info not avail	Info not avail
February 2018	February 2018	March 2018	March 2018	March 2018	March 2018
Canon (China)	Canon (China)	Canon (Info not avail)	Canon (Info not avail)	Canon (Info not avail)	Canon (China)
None	None	None	None	None	None
Canon imageRUNNER ADVANCE C3525i	Canon imageRUNNER ADVANCE C3530i	Canon imageRUNNER ADVANCE C5535i	Canon imageRUNNER ADVANCE C5550i	Canon imageRUNNER ADVANCE C5560i	Canon imageRUNNER ADVANCE C7565i

Current Distribution Model

Company Locations

Canon Solutions America, Inc. is the direct sales subsidiary of Canon U.S.A. The two entities share several facilities across the United States. Some of the facilities are corporate operations and regional warehouses.

Canon Solutions America, Inc. and Canon U.S.A. distribute the majority of products, part and supplies through five major warehouse facilities; Jamesburg, NJ., Norcross, GA., Woodridge, IL., Irving, TX., Costa Mesa, CA.

We cover approximately 72% of the United States population and GDP. For Participating Agencies that are not covered by Canon Solutions America, Inc. service area, the services will be provided by a Canon U.S.A. Authorized Dealer.

Branch Office Locations

Name	Address	City	State	Zip
Birmingham	1030 London Drive, Suite 200	Birmingham	AL	35211
Tuscaloosa	2000 Veterans Memorial Parkway - Unit 2	Tuscaloosa	AL	35404
Montgomery	250 Commerce Street	Montgomery	AL	36104
Dothan	217 Graceland Drive, Suite 1	Dothan	AL	36303
Mobile	3059 Dauphin Square Connector	Mobile	AL	36607
Little Rock	1401 West Capital Ave	Little Rock	AR	72201
Phoenix	1475 North Scottsdale Road	Scottsdale	AZ	85257
San Pedro	300 Westmont Drive	San Pedro	CA	90731
Long Beach (Kilroy)	3900 Kilroy Airport Way	Long Beach	CA	90806
Long Beach	2417 East Carson Street / Dock 48	Long Beach	CA	90810
Glendale	207 Goode Ave	Glendale	CA	91205
Ontario	3237 East Guasti Road, Suite 200	Ontario	CA	91761
San Diego	10509 Vista Sorrento Pkwy, Ste 116	San Diego	CA	92121
El Centro	203 S Waterman Ave	El Centro	CA	92243
Irvine	15975 Alton Parkway	Irvine	CA	92618
Ventura	6435 Ventura Boulevard	Ventura	CA	93003
San Francisco	201 California street , Suite 100 & 640	San Francisco	CA	94111
Livermore	161 S. Vasco Road, Suite E	Livermore	CA	94551
Walnut Creek	1350 Treat Blvd	Walnut Creek	CA	94597
San Jose	3300 North First Street	San Jose	CA	95134

Current Distribution Model

Canon Solutions America, Inc.

Sacramento	3835 North Freeway Blvd. Suite 110	Sacramento	CA	95834
Englewood	14 Inverness Drive East	Englewood	CO	80112
Loveland	1635 Fortrail Drive	Loveland	CO	80538
Denver	Sky Harbor Business Park	Centennial	CO	80112-6703
Rocky Hill	I-91 Tech Center, Bldg 2	Rocky Hill	CT	6067
East Hartford	110 Prestige Park Rd	East Hartford	CT	6108
Trumbull(Océ)	100 Oakview Drive	Trumbull	CT	6611
Washington	1901 L. St. NW Suite 200	Washington	DC	20036
Delmarva	200 Bellevue Parkway, Suite 140	Wilmington	DE	19809
Jacksonville	10401 Deerwood Park Blvd	Jacksonville	FL	32256
Maitland	2600 Maitland Center Parkwy	Maitland	FL	32751
Orlando	7803 Southland Blvd, Building 200, Suit 202	Orlando	FL	32809
Miami Lakes	The Grand Corporate Center, Suite 350	Miami Lakes	FL	33016
Deerfield Beach	720 S. Powerline Road - Suite E	Deerfield Beach	FL	33442
Boca Raton(Océ)	5600 Broken Sound Blvd, 2nd Flr	Boca Raton	FL	33487
Tampa	7650 Courtney Campbell Causeway	Tampa	FL	33607
Macon	4100 Riverside Drive, Suite 103	Macon	GA	31210
Savannah	7001 Chatham Center Dr	Savannah	GA	31405
Waycross	1707 Boulevard Square Rd	Waycross	GA	31501
Albany(GA)	307 Grand Island Drive, Suite 4	Albany	GA	31707
Atlanta	5625 Oakbrook Parkway	Norcross	GA	30093-1847
Honolulu	210 Ward Avenue	Honolulu	HI	96814
Itasca (Bruning)	1800 Bruning Dr W	Itasca	IL	60143
Schaumburg	425 North Martingale Road	Schaumburg	IL	60173
Woodridge	10350 Beaudin Blvd, Suite 200	Woodridge	IL	60517
Burr Ridge	1333 Burr Ridge Parkway, Suite 175	Burr Ridge	IL	60527
Chicago	225 West Washington	Chicago	IL	60606-6604
Carmel	630 West Carmel Drive, Ste 130	Carmel	IN	46032
Fort Wayne	6915 Innovation Blvd.	Ft. Wayne	IN	46818
South Bend	2420 Viridian Drive, Suite 200	South Bend	IN	46628-4300
Kansas City	Kansas City Commerce Plaza	Overland Park	KS	66210
Topeka	1131 SW Winding Road	Topeka	KS	66615
Wichita	8201 E. 34th Street	Wichita	KS	67226
Louisville	10400 Linn Station Road Suite 108	Louisville	KY	40223
Lexington	2285 Executive Drive 1st floor	Lexington	KY	40505
New Orleans	3850 N. Causeway Blvd.	Metairie	LA	70002
Houma	4752 Highway 311	Houma	LA	70360

Current Distribution Model

Canon Solutions America, Inc.

Lafayette	201 Energy Parkway	Lafayette	LA	70508
Lake Charles	One Lake Shore Dr	Lake Charles	LA	70629
Baton Rouge	11115 Industriplex Blvd, Suite 303	Baton Rouge	LA	70809
Boston	40 Broad Street, Suite 102	Boston	MA	2109
Baltimore	6011 University Blvd, Suite 460	Ellicott City	MD	21043-6084
Portland, ME	326 Harlow Street	Bangor	ME	4401
Portland, ME	1055 Riverside Street	Portland	ME	04103-1065
Grand Rapids	330 East Beltline Avenue, NE	Grand Rapids	MI	49506
Detroit	39555 Orchard Hill Place, Suite 190	Novi	MI	48375-5374
Eagan	880 Blue Gentian Road Suite 100	Eagan	MN	55121
St. Louis	6 Cityplace Drive	Creve Coeur	MO	63141
Ridgeland	119 Marketridge Road, Suite A	Ridgeland	MS	39157
Gulfport	9480 Three Rivers Rd.	Gulfport	MS	39501
Jackson	210 East Capitol Street Suite 200	Jackson	MS	
Durham	4319 South Alston Ave, Suite 101	Durham	NC	27713
Charlotte	8720 Red Oak Blvd - Suite 502	Charlotte	NC	28217
LaVista(omaha)	6940 South 108th Street	LaVista	NE	68128
Lincoln	3701 O Street, Ste 102	Lincoln	NE	68510
Bedford	15 Constitution Drive	Bedford	NH	3110
Keene	640 Marlboro Street	Keene	NH	3431
Lebanon	31 Old Etna Road Suite S-5	Lebanon	NH	3766
Cranford	11 Commerce Drive – Suite 204	Cranford	NJ	7016
Paramus	115 West Century Road Suite 370	Paramus	NJ	7652
Burlington	300 Commerce Square Blvd	Burlington	NJ	8016
Southern NJ	8000 Midlantic Drive	Mount Laurel	NJ	8054
Jamesburg	100 Ridge Road	Jamesburg	NJ	8831
Monroe	24 Engelhard Dr	Monroe Township	NJ	8831
Albuquerque	2420 Comanche Road NE	Albuquerque	NM	87107-1956
Farmington	2222 East 20th Street #10	Farmington	NM	87401-8904
Las Vegas	731 Pilot Road Suite J	Las Vegas	NV	89119
Reno	5470 Kietzke Lane	Reno	NV	89511
Manhattan - East	125 Park Ave, 9th Floor	New York	NY	10017
Downtown NYC	5 West 37th Street	New York	NY	10018
New York(Océ)	1333 Broadway, 6th Floor	New York	NY	10018
White Plains	1133 Westchester Avenue	White Plains	NY	10604

Current Distribution Model

Canon Solutions America, Inc.

East Meadow	90 Merrick Avenue	East Meadow	NY	11554
Melville	Canon Solutions America, Inc. One Canon Park	Melville	NY	11747
Albany	18 Corporate Woods Boulevard	Albany	NY	12211
Fairport	800 Crosskeys Office Park, Suite 836	Fairport	NY	14450
Columbus(Dublin)	5200 Upper Metro Place	Dublin	OH	43017
Toledo	1724 Indian Wood Circle, Suite F	Maumee	OH	43537
Independence	6100 Oaktree Blvd Suite 150	Independence	OH	44131
Cincinnati	4900 Parkway Drive Suite 170	Mason	OH	45040-8664
Portland	9401 SW Nimbus Avenue	Beaverton	OR	97008
Portland Warehouse	6650 N. Basin Avenue	Portland	OR	97217
Medford	3539 Heathrow Way	Medford	OR	97504
Pittsburgh	Airside Business Park	Moon Township	PA	15108
Harrisburg	5020 Ritter Road, Suite 111	Mechanicsburg	PA	17055
Philadelphia	One Liberty Place,	Philadelphia	PA	19103
Horsham	800 Enterprise Road, Suite 105	Horsham	PA	19044-3688
Providence	117 Metro Center Blvd	Warwick	RI	2886
West Columbia	1320 Main Street	Columbia	SC	29201
Nashville	402 BNA Drive, Suite 360	Nashville	TN	37217
Knoxville	4707 Papermill Drive	Knoxville	TN	37909
Irving	3200 Regent Blvd Docks 16-19	Irving	TX	75063
Dallas	14241 Dallas Parkway, Suite 100	Dallas	TX	75254
Ft. Worth	860 Airport Frwy	Hurst	TX	76054
Houston	2930 W Sam Houston Parkway N	Houston	TX	77043
Beaumont	7510 Calder Ave	Beaumont	TX	77706
San Antonio	17115 San Pedro Ave, Suite 100	San Antonio	TX	78232
Austin	12515 Research Boulevard, Bldg 7	Austin	TX	78759
El Paso	Regis - 221 N. Kansas St	El Paso	TX	79912
Salt Lake City	298 Mercer Way	Salt Lake City	UT	84115
Falls Church	3190 FairView Park Drive	Falls Church	VA	22042
Alexandria	6464 E General Green Way,	Alexandria	VA	22312
Richmond	3901 Westerre Parkway, Suite 110	Richmond	VA	23233
Virginia Beach	192 Ballard Court	Virginia Beach	VA	23462
Williston	520 Avenue D	Williston	VT	5495
Spokane	10102 E. Knox Suite 400	Spokane	WA	9206
Seattle	12856 Interurban Anenue South	Tukwila	WA	98168
Yakima	901 W. Yakima Ave	Yakima	WA	98902
Kennewick	8601 W. Clearwater Suite B	Kennewick	WA	99336
Milwaukee	Crossroads Corporate Center II	Waukesha	WI	53186

National IPA Exceptions / Standard Review of Bid Terms and Conditions



Attachment E - National IPA Exhibit A

Detailed Response to Attachment A, Exhibit A, National IPA Response for National Cooperative Contract

The following document represents our detailed response to each item listed throughout Attachment A, Exhibit A, National IPA Response for National Cooperative Contract. We have included a brief response below each paragraph, bulleted item and or question listed throughout this section. In cases where our response required additional supporting documentation, or could be better understood through use of an existing document or diagram, we have provided the document and a reference to where it is located in our submittal.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT'S EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The County of DuPage, IL (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for multifunction copier devices and service solutions. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA. These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

Acknowledged

1.2 Marketing, Sales and Administrative Support During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

Acknowledged; Marketing and Sales Support

Suppliers will pay an administrative fee of 2% of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will execute a mutually agreed upon National IPA Administration Agreement (refer to Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$60M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

Acknowledged

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

Acknowledged

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

Acknowledged

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

Acknowledged

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Acknowledged

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

We are unable to make this representation due to the specific requirements that exist in this proposal.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Acknowledged

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
 - B. Total number and location of sales persons employed by your company.
 - C. Number and location of support centers (if applicable).
 - D. Annual sales for the three previous fiscal years.
 - E. Submit your FEIN and Dunn & Bradstreet report.
-
- A. Tab 2. Experience, Expertise and Reference Section 2. Corporate Profile
 - B. Tab 2. Experience, Expertise and Reference Section 6. National Cooperative Capabilities
 - C. Tab 4. Resources, Approach and Methodology Section 15. Service Organization Overview
 - D. Tab 2. Experience, Expertise and Reference Section 9. Financial Information

- E. Tab 7. Forms and Documents Section Required Forms FEIN and Dun & Bradstreet Report

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

- A. Tab 2. Experience, Expertise and Reference Section 3. Corporate Profile
- B. Canon Solutions America, Inc. uses commercially available companies for products, parts and supplies. For delivery of pre-configured product Canon Solutions America, Inc. uses regional specialized carriers.
- C. Tab 2. Experience, Expertise and Reference Section 3. Corporate Profile
- D. Tab 1 Scope of Work and Specifications Section 2 Scope of Work and Specifications
- E. Tab 4 Resources, Approach and Methodology Section 11-22

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Canon Solutions America, Inc. will continue to use the Agreement with DuPage and National IPA as a fully endorsed program by our Executive Leadership.

Based on the last 10 years of history, Canon Solutions America, Inc. is in a very fortunate position for the Marketing and Sales of cooperative agreements. We have the tools, training and process to implement an aggressive launch of a new agreement. Additionally, we have able to have year over year growth with the legacy agreements.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current

Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

We will work with National IPA to create and deliver co-branded press releases, and content specifically geared around the agreement, to publications and associations.

ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days

We will provide agreement information on our internal website at the onset of the agreement and periodically update when appropriate.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Working with National IPA, we will take a complete review of the design, content and strategies for the co-branded marketing materials. The expectation is to provide the Participating Agencies with useful and compelling information.

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA. vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

As a member of the NIGP Business Council for the past 10 years we understand the value of working with association on a national, regional and national basis. We will continue to grow our engagement with and support of their association and trade shows. Please see Tab 2 Experience, Expertise and References Section 5 Commitment to the Government and Educations Sectors.

viii. Dedicated National IPA internet web-based homepage on Supplier website with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;

- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA

Based on past experience, Canon Solutions America, Inc. has directed Participating Agencies directly to the National IPA's website to minimize any conflicts. We will review this based on National IPA's request.

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

During the past DuPage/National IPA Agreement we were able to convert the majority of Public Agency agreement to the use of the National IPA Master Agreement. There are a few legacy agreements that will become available with the awarding of the agreement. Additionally, We have used the legacy in lieu of a formal response to several RFPs.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Canon Solutions America, Inc. intend to provide our logo for the purpose of commercially marketing our products and services in conjunction with National IPA's efforts within our standard logo use guidelines.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

- i Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive contract

Acknowledge and agreed.

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- iv. Knowledge of benefits of the use of cooperative contracts

Acknowledge and agreed.

G. Provide contact information for the person(s), who will be responsible for:

- i. Marketing
- ii. Sales
- iii. Sales Support
- iv. Financial Reporting
- v. Contracts

Acknowledge and agreed.

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Canon Solutions America, Inc. is a direct sales subsidiary of Canon U.S.A. Branches with over 150 offices in most major metropolitan areas throughout the U.S., which continues to grow, providing sales, service and support of Canon's document management technology. Canon Solutions America, Inc. continues to expand into cities where companies may benefit from working directly with a Canon U.S.A., Inc. sales subsidiary.

We have both dedicated vertical markets account executives and general territory representatives selling to the government and education markets. They are trained and are successful providing the Participating Agencies products and services using the County of DuPage's Agreement through National IPA.

Presently, National IPA has the contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

Canon Solutions America, Inc. has had a very constructive relationship with National IPA. Every year we have grown the program and work on increasing the use of the agreement

Initial Roll-Out: We will host an initial Strategy Meeting with National IPA. This meeting will consist of the Sales and Marketing leadership from both organizations. The intent of the meeting is to achieve a regional relationship between the two entities, and review and discuss the "Go to Market Strategy," and review the Marketing Strategy in general.

Zone VP Sales Meetings: With a new agreement, in September 2018, the Regional Directors (17) will meet with their respective National IPA Regional Managers. The meeting design is to discuss the Regions structure, meet the regional Sales Planning and Marketing staff, and identify market opportunities and Strategies.

Zone Sales Planning and Marketing Meetings: Hold meeting between National IPA Regional Managers and our respective Zone Sales Planning and Marketing staff members to review, plan and execute regional and local trade shows and conferences.

Key Branch Location Meeting: We will conduct Key Branch training and sales strategy meeting throughout the year with the National IPA Regional Managers. These meetings will be designed to increase the usage and results of the Master Agreement in the larger metropolitan markets in the United States.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, etc.

Canon Solutions America will build on the past successes of managing the National IPA Master Agreement. Moving forward we will continue to focus on achieving the target revenue for this agreement. To that extent, we have added a marketing resource to oversee the marketing and communication related activities with the National IPA. On a national basis, we have aligned both government and education within one person's responsibility. This individual is responsible for the development and execution of the National IPA Marketing Plan. Over the past two years we have build specific market knowledge resources for sharing with our clients. This work will continue to be used to support the Participating Agencies.

K. State the amount of your company's Public Agency sales for the previous fiscal year.

Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

We generated in excess of \$100 million in Public Agency Sales for fiscal 2017. We will provide a list of our top 10 Public Agencies upon request in a non-public format.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Presently, we are using a customized version of Oracle as our ERP system and are capable of managing all related data/details needed to support the national program.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

At the present time we will not be guaranteeing the sales revenue for the initial three years.

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Detail your strategies under these options when responding to a solicitation.

While we will utilize the National IPA as our primary go-to-market strategy, in no event shall we be liable for any fees to National IPA in the event that we bid or are awarded a contract with any entity

not utilizing the National IPA pricing or the Master Agreement, nor shall such bid or award constitute a breach of this Agreement.



Pricing-Optional Products and Service

Forms and Documents

Proposal Form w Addenda Number Acknowledgement

Vendors Ethics Disclosure Statement

W9 Form

Offeror's Subcontractor List

FEIN and Dun & Bradstreet Report

Illinois Certificate of Good Standing

Certificate of Liability Insurance

Original Equipment Manufacturer's Certification Letter

Letter of Assignment

Warranty Information

Required Vendor Ethics Disclosure Statement

 <h2 style="text-align: center;">Required Vendor Ethics Disclosure Statement</h2>			
Company Name:	Canon Solutions America, Inc.		
Company Contact:	Stacey Andersson	Contact Phone:	312.521.9562
Bid/Contract/ PO:	Solicitation #18-020-LG		

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every vendor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such vendor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The vendor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "vendor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
None				

Attach additional sheets if necessary. Sign each added sheet and number each page __ (#) of __ (total pages).

- All vendors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents and Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
Paul Murphy, VP, Major Accounts & Vertical Markets	847.706.3411	pmurphy@csa.canon.com

A vendor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

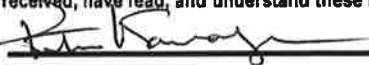
Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature


 Printed Name Peter Kowalczyk
 Title President
 Date 4/26/18



Page 1 of

1

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

PROPOSAL FORM

RFP # 18-020-LG

Failure to complete this form shall result in your proposal being deemed non-responsive and rejected without further evaluation.

TO: DUPAGE COUNTY:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to offerors, Offer and Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): 1, 2, 3, 4, 5 (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Vendor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into a Contract with the County, in accordance with the Conditions, Scope and Terms, as well as the Form of Contract, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the offeror represents that: 1) the offeror is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the RFP, the offeror will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

The undersigned, by submission of this Proposal Form, hereby declares that this proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

No proposal shall be accepted which has not been manually signed in ink in the appropriate space below:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Canon Solutions America, Inc.

Company Name

Name: Stacey Andersson

One Canon Park

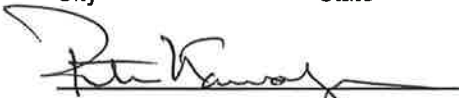
Address

Title: Major Account Executive

Melville New York 11747

City State Zip

Phone: 312.521.9562



Signature of Person Authorized to Sign

Fax: Not Applicable

Peter Kowalczyk

Printed Name

Email: sandersson@csa.canon.com

President

Title

13-2677004

Federal Tax ID



Acknowledged before me by Peter Kowalczyk (name) as President (title)

of Canon Solutions America, Inc. (company) this 26th (day) of April, 2018.

Notary Signature:

Pamela Marino

My Commission Expires:

June 19, 2019

Affix Seal

PAMELA MARINO
NOTARY PUBLIC, State of New York
No. 01MA5C45376
Qualified in Suffolk County
Commission Expires June 19, 2019

The County will consider wholly owned subsidiaries or independent dealers as a subcontractor.

SUBCONTRACTORSUBCONTRACTORS:

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	
COMPANY NAME:	
ADDRESS:	

CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Vendor will not change or use subcontractor not identified in this proposal without prior written approval from the County of DuPage.

A request for a change in subcontractor shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County of DuPage.

**FAILURE TO PROVIDE SUBCONTRACTORSUBCONTRACTORS MAY BE JUST CAUSE
FOR REJECTION OF OFFEROR'S PROPOSAL.**

Live Report : CANON SOLUTIONS AMERICA, INC.


D-U-N-S® Number: 07-161-9878

Trade Names: (SUBSIDIARY OF CANON U.S.A., INC., MELVILLE, NY) - CANON USA INC - CORPORATE HEADQUARTERS




Endorsement/Billing Reference: jusantiago@csa.canon.com

D&B Address				Added to Portfolio: 09/17/2013	
Address		Location Type		Last View Date: 06/23/2016	
One Canon Park Melville, NY, US - 11747		Headquarters (Subsidiary)		Endorsement : jusantiago@csa.canon.com	
Phone 631 330-5000		Web www.usa.canon.com			
Fax					

Company Summary

Currency: Shown in USD unless otherwise indicated 

Score Bar

PAYDEX®		65	Paying 19 days past due
Commercial Credit Score Class		2	Low to Moderate Risk of severe payment delinquency.
Financial Stress Score Class		4	Moderate to High Risk of severe financial stress.
D&B Rating		1R4	1R indicates 10 or more Employees, Credit appraisal of 4 is limited
Credit Limit - D&B Aggressive		900,000.00	Based on profiles of other similar companies.
Credit Limit - D&B Conservative		400,000.00	Based on profiles of other similar companies.
Bankruptcy Found		No	

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

4

Days

Dollar-weighted average of **11984** payment experiences reported from **52** Companies

Recent Derogatory Events

Jun-16 Jul-16 Aug-16

Placed for Collection - -

Bad Debt Written Off - 3 on 6 on
3 acct 6 acct

D&B Company Overview

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist	Y
Chief Executive	YOROKU ADACHI, CHB
Year Started	1971
Employees	6600 (125 Here)
Financing	SECURED
SIC	7389
Line of business	Business services
NAICS	561990
History Status	CLEAR

FirstRain Company News

[Canon Solutions America Announces Aleyant](#)
2016-09-07T09:01:57 EST 9:01 AM-Tech News

[Adding Value and Services to Help In-Plants](#)
2016-09-06T19:20:15 EST 7:20 PM-In-plant

[Canon Solutions America Announces](#)
2016-09-06T10:42:27 EST 10:42 AM-TMC

[CAD Tech News \(#49\)](#)
2016-09-01T13:02:01 EST 1:02 PM-Cadalyst

[Canon Stresses Security with Latest PlotWave](#)
2016-08-28T01:59:01 EST 1:59 AM-Cadalyst

[nQueue and Canon Solutions America](#)
2016-08-25T21:42:59 EST 9:42 PM-Stamford

[Canon Solutions America Honored for](#)
2016-08-22T17:33:36 EST 5:33 PM-SIGN & Digital

[Books: Market Dynamics Taking Hold](#)
2016-08-22T07:18:35 EST 7:18 AM-Muller Martini

[Trekk Inc. honored for videos created for](#)
2016-08-19T10:07:24 EST 10:07 AM-Rockford

[Safeguard Your Large-Format Printing](#)
2016-08-18T20:20:23 EST 8:20 PM-In-plant

[Canon 2016 Analyst Summit Lays Out Plan To](#)
2016-08-12T10:11:54 EST 10:11 AM-IT News Online

[Books: Market Dynamics Taking Hold](#)
2016-08-08T13:42:13 EST 1:42 PM-Printing

[Canon Announces the Latest Version of](#)
2016-08-08T08:37:37 EST 8:37 AM-TMC

[Luminaire Inaugural Innovation Award Winners](#)
2016-08-05T13:01:36 EST 1:01 PM-OutputLinks

[AlphaGraphics Brookfield Explores New](#)
2016-08-02T09:06:12 EST 9:06 AM-Tech News

["Xplor at Graph Expo" Event Sponsored by](#)
2016-07-27T13:01:45 EST 1:01 PM-OutputLinks

[Kentucky School uses uniFLOW for unified](#)
2016-07-27T11:22:32 EST 11:22 AM-Industry

[Canon Solutions, BCC Software Form Alliance](#)
2016-07-26T15:27:14 EST 3:27

[Strategic Relationship Opens New Efficiencies](#)
2016-07-25T09:01:45 EST 9:01 AM-OutputLinks

[Eric Hawkinson on Canon's Surprise Product at](#)
2016-07-20T10:42:13 EST 10:42 AM-Printing

[Canon Solutions America and BCC Software](#)
2016-07-20T02:50:48 EST 2:50

[Canon Unleashes Print and Voyager at drupa](#)
2016-07-19T13:53:42 EST 1:53 PM-Print Media

[The Rise of Inkjet as Experienced by PCI](#)
2016-07-19T10:11:54 EST 10:11 AM-IT News Online

[Canon Examines the Impact of G7 Process](#)
2016-07-12T12:42:46 EST 12:42 PM-Printing

[Feeding 'The Connection' That Starts with](#)
2016-07-08T13:44:20 EST 1:44 PM-Printing

Inkjet: In The Mainstream

2016-07-07T10:42:10 EST 10:42 AM-Printing

Guess Who Added a Cut-Sheet Inkjet Press

2016-07-01T19:10:17 EST 7:10 PM-In-plant

Finish with a Flourish: Fundamentals of Digital

2016-06-30T10:42:29 EST 10:42 AM-Printing

Direct Marketing: Getting the Media Mix Right

2016-06-29T23:53:15 EST 11:53 PM-Target

Canon Solutions America Outlines Commercial

2016-06-27T14:47:45 EST 2:47 PM-Desktop

Canon Solutions America Supports the Fifth

2016-06-24T07:13:24 EST 7:13 AM-StockHouse

Education Goes a Long Way

2016-06-22T14:42:23 EST 2:42 PM-Printing

Canon Outlines Possibilities of Dimensional

2016-06-22T10:22:48 EST 10:22 AM-Industry

DMS ink Elevates its Inkjet Capabilities with

2016-06-15T08:44:06 EST 8:44 AM-GlobeNewswire

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	9	08/19/15
Suits	1	10/13/11
UCCs	22	07/08/14

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Corporate Linkage**Global Ultimate**

Company	City , Country	D-U-N-S® NUMBER
CANON INC.	OTA-KU , JAPAN	69-054-9662

Parent

Company	City , State	D-U-N-S® NUMBER
CANON U.S.A., INC.	MELVILLE , New York	04-153-0692

Branches (Domestic)

Company	City , State	D-U-N-S® NUMBER
CANON SOLUTIONS AMERICA, INC.	HINSDALE , Illinois	00-233-0889
CANON SOLUTIONS AMERICA, INC.	LOS ANGELES , California	00-270-2863
CANON SOLUTIONS AMERICA, INC.	SALT LAKE CITY , Utah	00-381-9328
CANON SOLUTIONS AMERICA, INC.	PARAMUS , New Jersey	00-814-1384
CANON SOLUTIONS AMERICA, INC.	NEW HYDE PARK , New York	00-861-5895
CANON SOLUTIONS AMERICA, INC.	CHICAGO , Illinois	01-743-2522
CANON SOLUTIONS AMERICA, INC.	CHICAGO , Illinois	01-937-0209
CANON SOLUTIONS AMERICA, INC.	BOCA RATON , Florida	02-087-3522
CANON SOLUTIONS AMERICA, INC.	MILFORD , Connecticut	02-210-9578
CANON SOLUTIONS AMERICA, INC.	ENGLEWOOD , Colorado	02-683-9576
CANON SOLUTIONS AMERICA, INC.	ITASCA , Illinois	02-765-6805
CANON SOLUTIONS AMERICA, INC.	BEAVERTON , Oregon	03-445-4905
CANON SOLUTIONS AMERICA, INC.	TOPEKA , Kansas	03-757-7793
CANON SOLUTIONS AMERICA, INC.	AGOURA HILLS , California	04-227-5516
CANON SOLUTIONS AMERICA, INC.	SAN DIEGO , California	04-891-8432
CANON SOLUTIONS AMERICA, INC.	ALEXANDRIA , Virginia	04-915-2379
CANON SOLUTIONS AMERICA, INC.	PORTLAND , Maine	05-535-7516
CANON SOLUTIONS AMERICA, INC.	NOVI , Michigan	06-792-9690
CANON SOLUTIONS AMERICA, INC.	ITASCA , Illinois	06-724-0148
CANON SOLUTIONS AMERICA, INC.	WOODCLIFF LAKE , New Jersey	07-103-5302
CANON SOLUTIONS AMERICA, INC.	SPARKS , Nevada	07-541-8736
CANON SOLUTIONS AMERICA, INC.	WAYCROSS , Georgia	09-873-8813
CANON SOLUTIONS AMERICA, INC.	RIDGELAND , Mississippi	36-287-2629
CANON SOLUTIONS AMERICA, INC.	LEWISTON , Idaho	10-313-4388
CANON SOLUTIONS AMERICA, INC.	LOCKBOURNE , Ohio	10-488-4346

This list is limited to the first 25 branches.
For the complete list, Please logon to DNBi and view the Dynamic Family Tree Information.


Affiliates (Domestic)

Company	City , State	D-U-N-S® NUMBER
CANON FINANCIAL SERVICES, INC.	MOUNT LAUREL , New Jersey	02-197-4928
CANON BUSINESS SOLUTIONS-WEST, INC.	GARDENA , California	07-227-3220
CANON INFORMATION TECHNOLOGY SERVICES, INC.	CHESAPEAKE , Virginia	12-648-7508
CANON VIRGINIA INC	NEWPORT NEWS , Virginia	15-324-7531
CANON U.S. LIFE SCIENCES, INC.	ROCKVILLE , Maryland	17-961-4149
CANON BUSINESS PROCESS SERVICES, INC.	NEW YORK , New York	78-689-8726
VIRTUAL IMAGING, INC.	BOCA RATON , Florida	88-477-4951
OCE GOVERNMENT SERVICES, INC	SPRINGFIELD , Virginia	83-222-5382
CANON BIOMEDICAL, INC.	MELVILLE , New York	07-999-9773

Affiliates (International)

Company	City , Country	D-U-N-S® NUMBER
Canon Canada Inc	MISSISSAUGA , CANADA	20-770-1541
Canon Panama, S.A.	PANAMA CITY , PANAMA	85-368-4447
Canon do Brasil Industria e Comercio Ltda.	SAO PAULO , BRAZIL	89-751-2224
CANON ARGENTINA S.A.	Ciudad de Buenos Aires , ARGENTINA	97-019-6895

Predictive Scores

Currency: Shown in USD unless otherwise indicated 

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

3	Viability Score	Lowest Risk:1	Highest Risk:9
Compared to All US Businesses within the D&B Database: <ul style="list-style-type: none"> Level of Risk: Low Risk Businesses ranked 3 have a probability of becoming no longer viable: 3 % Percentage of businesses ranked 3: 15 % Across all US businesses, the average probability of becoming no longer viable: 14 % 			
3	Portfolio Comparison	Lowest Risk:1	Highest Risk:9
Compared to All US Businesses within the same MODEL SEGMENT: <ul style="list-style-type: none"> Model Segment : Established Trade Payments Level of Risk: Low Risk Businesses ranked 3 within this model segment have a probability of becoming no longer viable: 3 % Percentage of businesses ranked 3 with this model segment: 11 % Within this model segment, the average probability of becoming no longer viable: 5 % 			
B	Data Depth Indicator	Predictive Data:A	Descriptive Data:G
Data Depth Indicator: <ul style="list-style-type: none"> ✓ Rich Firmographics ✓ Extensive Commercial Trading Activity ✓ Basic Financial Attributes <p>Greater data depth can increase the precision of the D&B Viability Rating assessment.</p>			
Z	Company Profile	Subsidiary	

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

[D&B Rating Key](#)

D&B Rating : 1R4

Number of employees: 1R indicates 10 or more employees
Composite credit appraisal: 4 is limited

The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive.

Below is an overview of the company's rating history since 02-22-1997

D&B Rating	Date Applied
1R4	03-17-2014
1R3	09-01-2011
1R4	07-12-2011
1R3	11-30-2004
1R4	12-31-2001
1R3	12-04-2001
1R4	12-21-2000
1R3	05-13-1998
1R4	04-08-1997
1R3	02-22-1997

Number of Employees
Total: 6,600 (125 here)

Payment Activity: (based on 397 experiences)
Average High Credit: 17,887
Highest Credit: 1,000,000
Total Highest Credit: 5,535,300

D&B Credit Limit Recommendation

Conservative credit Limit 400,000
Aggressive credit Limit: 900,000

Risk category for this business : LOW

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files. The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class : 4 

(Lowest Risk:1; Highest Risk:5)

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.84 %** (84 per 10,000)
Financial Stress National Percentile : **24** (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score : **1423** (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Composite credit appraisal is rated limited.
Low proportion of satisfactory payment experiences to total payment experiences.
UCC Filings reported.
High proportion of slow payment experiences to total number of payment experiences.
High proportion of past due balances to total amount owing.
High number of inquiries to D & B over last 12 months.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	24
Region: MIDDLE ATLANTIC	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 500+	61
Years in Business: 26+	77

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms). The Credit Score class of 2 for this company shows that 2.5% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 2 

Lowest Risk:1;Highest Risk :5

Incidence of Delinquent Payment

Among Companies with this Classification: **2.50 %**
Average compared to businesses in D&Bs database: **10.20 %**
Credit Score Percentile : **83** (Highest Risk: 1; Lowest Risk: 100)
Credit Score : **559** (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

Higher risk industry based on delinquency rates for this industry
Proportion of past due balances to total amount owing
Evidence of open suits and liens
Proportion of slow payments in recent months

Notes:


The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	83
Region: MIDDLE ATLANTIC	51
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 500-38527	84
Years in Business: 26+	85

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.


Trade Payments

Currency: Shown in USD unless otherwise indicated 

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	65	Equal to 19 days beyond terms (Pays more slowly than the average for its industry of 6 days beyond terms)
Industry Median is	76	Equal to 6 days beyond terms
Payment Trend currently is		Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	397
Payments Within Terms (not weighted)	76 %
Trade Experiences with Slow or Negative Payments(%)	30.73%
Total Placed For Collection	1
High Credit Average	17,887
Largest High Credit	1,000,000
Highest Now Owing	1,000,000
Highest Past Due	700,000

D&B PAYDEX® : 65 

(Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 19 days beyond terms

3-Month D&B PAYDEX® : 65 

(Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 19 days beyond terms

D&B PAYDEX® Comparison

Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Business services , based on SIC code 7389 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	10/15	11/15	12/15	1/16	2/16	3/16	4/16	5/16	6/16	7/16	8/16	9/16
This Business	74	74	74	74	75	67	68	69	67	69	65	65
Industry Quartiles												
Upper	.	.	80	.	.	80	.	.	80	.	.	.
Median	.	.	76	.	.	76	.	.	76	.	.	.
Lower	.	.	68	.	.	68	.	.	68	.	.	.

Current PAYDEX for this Business is 65 , or equal to 19 days beyond terms
The 12-month high is 75 , or equal to 8 DAYS BEYOND terms
The 12-month low is 65 , or equal to 19 DAYS BEYOND terms

Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Business services , based on SIC code 7389 .

Previous Year	09/14 Q3'14	12/14 Q4'14	03/15 Q1'15	06/15 Q2'15
This Business	UN	74	74	74
Industry Quartiles				
Upper	80	80	80	80
Median	76	76	76	76
Lower	68	68	69	68

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 65 , or equal to 19 days beyond terms
The present industry median Score is 76 , or equal to 6 days beyond terms
Industry upper quartile represents the performance of the payers in the 75th percentile
Industry lower quartile represents the performance of the payers in the 25th percentile

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

\$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	9	3,550,000	50%
50,000-100,000	9	570,000	80%
15,000-49,999	30	750,000	67%
5,000-14,999	54	355,000	72%
1,000-4,999	72	127,500	69%
Under 1,000	127	31,600	69%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Payment Summary

- There are 397 payment experience(s) in D&Bs file for the most recent 24 months, with 180 experience(s) reported during the last three month period.
- The highest Now Owes on file is 1,000,000 . The highest Past Due on file is 700,000

Below is an overview of the company's currency-weighted payments, segmented by its suppliers' primary industries:

	Total Rev'd (#)	Total Amts	Largest High Credit	Within Terms (%)	Days Slow <31 31-60 61-90 90> (%) (%) (%) (%)				
Top Industries									
Public finance	82	126,950	30,000	97	3	0	0	0	0
Telephone communictns	39	1,181,350	700,000	97	3	0	0	0	0
Executive office	24	12,450	5,000	100	0	0	0	0	0
Nonclassified	23	1,193,400	1,000,000	8	87	5	0	0	0
Electric services	16	67,400	55,000	96	4	0	0	0	0
Help supply service	13	236,000	100,000	54	23	5	16	2	
Trucking non-local	11	57,600	35,000	43	46	7	0	4	
Misc equipment rental	9	56,000	30,000	46	54	0	0	0	
Misc business service	8	214,500	100,000	89	9	2	0	0	
Mfg computers	6	236,000	200,000	14	84	0	0	2	
Radiotelephone commun	6	48,600	35,000	63	37	0	0	0	
Ret misc merchandise	5	20,700	15,000	52	12	0	0	36	
Short-trm busn credit	5	47,750	15,000	100	0	0	0	0	
Whol office supplies	4	1,095,000	1,000,000	52	1	47	0	0	
Whol nondurable goods	4	110,000	100,000	54	1	45	0	0	
Whol computers/softwr	4	116,100	100,000	100	0	0	0	0	
Whol service paper	4	81,500	80,000	100	0	0	0	0	
Ret stationery	4	47,850	40,000	42	8	0	0	50	
Whol electrical equip	4	6,100	5,000	100	0	0	0	0	
Misc publishing	4	1,000	750	20	5	0	0	75	
Truck rental/leasing	3	95,300	95,000	100	0	0	0	0	
Whol printing paper	3	20,250	15,000	99	0	0	1	0	
Detective/guard svcs	3	13,250	7,500	75	19	0	0	6	
Mfg misc office eqpt	3	4,000	2,500	0	38	0	0	62	
Police protection	3	1,300	1,000	100	0	0	0	0	
Passenger car rental	2	57,500	50,000	93	7	0	0	0	
Whol industrial equip	2	5,050	5,000	0	50	0	0	50	
Paper mill	2	6,000	5,000	100	0	0	0	0	
Whol electronic parts	2	2,600	2,500	100	0	0	0	0	
Management consulting	1	60,000	60,000	50	50	0	0	0	
Data processing svcs	1	55,000	55,000	0	100	0	0	0	
Employment agency	1	45,000	45,000	100	0	0	0	0	
Whol durable goods	1	25,000	25,000	50	50	0	0	0	
Whol heating/ac equip	1	10,000	10,000	50	0	50	0	0	
Whol groceries	1	7,500	7,500	100	0	0	0	0	
Mfg environment cntrl	1	7,500	7,500	100	0	0	0	0	
Operative builders	1	2,500	2,500	0	0	0	0	100	
Admin public health	1	2,500	2,500	100	0	0	0	0	
Mfg refrig/heat equip	1	1,000	1,000	0	0	0	0	100	
State commercial bank	1	1,000	1,000	0	100	0	0	0	
Gravure printing	1	1,000	1,000	100	0	0	0	0	
Newspaper-print/publ	1	1,000	1,000	100	0	0	0	0	
Whol office equipment	1	750	750	0	50	0	0	50	
Mfg plastic sheet/flm	1	750	750	0	100	0	0	0	
Whol chemicals	1	500	500	100	0	0	0	0	
Industrial launderer	1	250	250	50	50	0	0	0	
Mfg photograph equip	1	250	250	0	100	0	0	0	
Mfg glass products	1	250	250	0	100	0	0	0	
Mfg roasted coffee	1	250	250	100	0	0	0	0	
Ret auto supplies	1	250	250	100	0	0	0	0	
Ret mail-order house	1	100	100	50	0	0	0	50	

General auto repair	1	50	50	0	0	50	0	50
Federal savings bank	1	50	50	50	50	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Investment advice	1	50	50	0	100	0	0	0
Personal credit	1	50	50	100	0	0	0	0
Misc business credit	1	0	0	0	0	0	0	0
Other payment categories								
Cash experiences	52	12,000	2,500					
Payment record unknown	13	111,450	100,000					
Unfavorable comments	5	27,750	15,000					
Placed for collections	1	N/A	0					
Total in D&B's file	397	5,535,300	1,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

Detailed payment history for this company


Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
08/16	Ppt		2,500	0		1 mo
	Ppt		5,000	0		1 mo
	Ppt		10,000	0		1 mo
	Ppt		2,500	0		1 mo
	Ppt	100,000	2,500	100		1 mo
	Ppt	15,000	10,000	0		1 mo
	Ppt	10,000	7,500	0		1 mo
	Ppt	7,500	2,500	0		1 mo
	Ppt	5,000	2,500	0	N30	1 mo
	Ppt	5,000	0	0		2-3 mos
	Ppt	2,500	50	0		1 mo
	Ppt	2,500	2,500	0	N30	1 mo
	Ppt	1,000	50	0	N30	1 mo
	Ppt	1,000	0	0		6-12 mos
	Ppt	750	750	0		1 mo
	Ppt	500	0	0		1 mo
	Ppt	500	100	0		1 mo
	Ppt	250	100	0		1 mo
	Ppt	100	0	0		6-12 mos
	Ppt	100	0	0	N30	6-12 mos
	Ppt	0	0	0	N30	6-12 mos
	Ppt-Slow 30	35,000	10,000	0		1 mo
	Ppt-Slow 30	7,500	5,000	5,000		1 mo
	Ppt-Slow 30	5,000	0	0		1 mo
	Ppt-Slow 30	100	0	0	N30	4-5 mos
	Ppt-Slow 60	10,000	5,000	1,000		1 mo
	Ppt-Slow 90+	15,000	1,000	0		1 mo
	Slow 30	2,500	2,500	2,500	N30	1 mo
	Slow 30-60	5,000	5,000	5,000		1 mo
	Slow 30-60	2,500	2,500	2,500		1 mo
	Slow 90+	2,500	2,500	2,500		6-12 mos
	Slow 30-120	7,500	2,500	2,500		1 mo
	Slow 60-120	250	100	100		1 mo

		Slow 120	100	0	0	N30	6-12 mos
		(035) Bad debt .		2,500	2,500		6-12 mos
		(036) Bad debt .		750	750		6-12 mos
		(037) Bad debt .		250	250		6-12 mos
		(038) Bad debt .	2,500	50	50		2-3 mos
		(039) Satisfactory .	1,000	0	0		1 mo
07/16	Ppt			0	0		6-12 mos
	Ppt	95,000		0	0		6-12 mos
	Ppt	45,000	15,000	0	N30		1 mo
	Ppt	7,500	7,500	0			1 mo
	Ppt	5,000	2,500	0			1 mo
	Ppt	2,500	0	0			1 mo
	Ppt	2,500	0	0			4-5 mos
	Ppt	1,000	0	0			2-3 mos
	Ppt	1,000	0	0			2-3 mos
	Ppt	1,000	500	0			1 mo
	Ppt	1,000	1,000	0			1 mo
	Ppt	750	250	0			
	Ppt	750	750	0			1 mo
	Ppt	750	500	0			1 mo
	Ppt	750	0	0			6-12 mos
	Ppt	500	0	0			2-3 mos
	Ppt	100	0	0			4-5 mos
	Ppt	100	100	0			1 mo
	Ppt	50	0	0			6-12 mos
	Ppt	50	0	0			6-12 mos
	Ppt	50	0	0			6-12 mos
	Ppt	50	0	0			6-12 mos
	Ppt-Slow 30	100,000	50,000	7,500			1 mo
	Ppt-Slow 30	1,000	50	50			2-3 mos
	Ppt-Slow 30	50	0	0			1 mo
	Ppt-Slow 90+	2,500	2,500	2,500			6-12 mos
	Slow 15-30	20,000	10,000	5,000			1 mo
	Slow 60	500	0	0			4-5 mos
	(068) Bad debt .	2,500	500	0			1 mo
06/16	Ppt						1 mo
	Ppt	2,500					1 mo
	Ppt	2,500					1 mo
	Ppt	1,000	0	0			6-12 mos
	Ppt	1,000					1 mo
	Ppt	750	750	0			1 mo
	Ppt	500					1 mo
	Ppt	250					1 mo
	Ppt	100					1 mo
	Ppt	50					1 mo
05/16	Ppt	2,500					1 mo
	Ppt	100	0	0			6-12 mos

Payments Detail Key: red - 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Public Filings

Currency: Shown in USD unless otherwise indicated 

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	9	08/19/15
Suits	1	10/13/11
UCCs	22	07/08/14

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	6,578 (LANE TRANSIT DISTRICT)
Status	Open
CASE NO.	2015 71180
Type	State Tax
Filed By	STATE OF OR
Against	CANON SOLUTIONS AMERICA INC.
Where Filed	WASHINGTON COUNTY RECORDERS OFFICE, HILLSBORO, OR
Date Status Attained	08/19/15
Date Filed	08/19/15
Latest Info Received	09/09/15

Amount	215 (Withholding)
Status	Open
CASE NO.	2015 71181
Type	State Tax
Filed By	STATE OF OR
Against	CANON SOLUTIONS AMERICA INC.
Where Filed	WASHINGTON COUNTY RECORDERS OFFICE, HILLSBORO, OR
Date Status Attained	08/19/15
Date Filed	08/19/15
Latest Info Received	09/09/15

Amount	15,645 (LANE TRANSIT DISTRICT)
Status	Open
CASE NO.	2015 71182
Type	State Tax
Filed By	STATE OF OR
Against	CANON SOLUTIONS AMERICA INC.
Where Filed	WASHINGTON COUNTY RECORDERS OFFICE, HILLSBORO, OR
Date Status Attained	08/19/15
Date Filed	08/19/15
Latest Info Received	09/09/15

Amount 1,842
Status Open
CASE NO. 20150106656
Type State Tax
Filed By COLO ST REVENUE
Against CANON SOLUTIONS AM INC
Where Filed DENVER COUNTY RECORDER OF DEEDS, DENVER, CO
Date Status Attained 07/31/15
Date Filed 07/31/15
Latest Info Received 08/12/15

Status Open
DOCKET NO. 15-0075971
Type State Tax
Filed By STATE OF ALABAMA
Against OCE NORTH AMERICA INC, TRUMBULL, CT
Where Filed SECRETARY OF STATE/UCC DIVISION, MONTGOMERY, AL
Date Status Attained 02/17/15
Date Filed 02/17/15
Latest Info Received 02/22/15

Amount 188,480
Status Open
CASE NO. J14000598770
Type Judgment lien
Filed By STATE OF FLORIDA, DEPARTMENT OF REVENUE
Against CANON SOLUTIONS AMERICA INC, BURLINGTON, NJ
Where Filed SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Status Attained 05/09/14
Date Filed 05/09/14
Latest Info Received 09/04/14

Amount 188,480
Status Terminated
CASE NO. J15000183844
Type Judgment lien
Filed By STATE OF FLORIDA, DEPARTMENT OF REVENUE
Against CANON SOLUTIONS AMERICA INC, BURLINGTON, NJ
Where Filed SECRETARY OF STATE/UCC DIVISION, TALLAHASSEE, FL
Date Status Attained 02/05/15
Date Filed 05/09/14
Latest Info Received 04/27/15

Amount 22,071
Status Open
DOCKET NO. 201300024031
Type State Tax
Filed By COMMONWEALTH OF PA DEPARTMENT OF REVENUE

Against	OCE IMAGISTICS, 17 19 TRUMBULL, CT
Where Filed	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA
Date Status Attained	12/19/13
Date Filed	12/19/13
Latest Info Received	12/20/13

Amount	8,942
Status	Released
DOCKET NO.	116918887
Type	State Tax
Filed By	WORKFORCE SER
Against	CANON BUSINESS SOLUTIONS, NEW YORK, NY
Where Filed	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
Date Status Attained	09/27/11
Date Filed	06/06/11
Latest Info Received	10/14/11

Suits

Suit Amount	1,516
Status	Pending
CASE NO.	CSM11838880
Plaintiff	CATAPULT ADVISORS LLC
Defendant	CANON BUSINESS SOLUTIONS INC., SAN FRANCISCO, CA
Cause	UNFAIR BUSINESS PRACTICE
Where filed	SAN FRANCISCO COUNTY SMALL CLAIMS COURT, SAN FRANCISCO, CA
Date status attained	10/13/11
Date filed	10/13/11
Latest Info Received	10/21/11

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

UCC Filings

Collateral	Negotiable instruments including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - and OTHERS
Type	Amendment
Sec. Party	IBM CREDIT LLC
Debtor	CANON BUSINESS SOLUTIONS, INC.
Filing No.	1201230045950
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2012-01-23
Latest Info Received	01/31/12
Original UCC Filed Date	2010-01-05
Original Filing No.	1001055009313

Type	Amendment
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Sec. Party IBM CREDIT LLC
Debtor CANON SOLUTIONS AMERICA, INC.
Filing No. 1404015325395
Filed With SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

Date Filed 2014-04-01
Latest Info Received 04/14/14
Original UCC Filed Date 2010-01-05
Original Filing No. 1001055009313

Collateral Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Leased Business machinery/equipment and proceeds - and OTHERS
Type Original
Sec. Party PNC EQUIPMENT FINANCE, LLC, CINCINNATI, OH
Debtor CANON BUSINESS SOLUTIONS, INC. and OTHERS
Filing No. 1405020238933
Filed With SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

Date Filed 2014-05-02
Latest Info Received 05/10/14

Collateral Business machinery/equipment
Type Amendment
Sec. Party EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No. 40000072299427
Filed With SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR

Date Filed 2013-07-09
Latest Info Received 07/11/13
Original UCC Filed Date 2012-08-02
Original Filing No. 40000054704589

Type Amendment
Sec. Party EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No. 40000073845960
Filed With SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR

Date Filed 2013-08-06
Latest Info Received 08/07/13
Original UCC Filed Date 2012-08-02
Original Filing No. 40000054704589

Collateral Business machinery/equipment
Type Amendment

Sec. Party EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No. 40000075233529
Filed With SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR

Date Filed 2013-08-31
Latest Info Received 09/01/13
Original UCC Filed Date 2012-08-02
Original Filing No. 40000054704589

Collateral Business machinery/equipment
Type Amendment
Sec. Party EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No. 40000077078457
Filed With SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR

Date Filed 2013-10-04
Latest Info Received 10/05/13
Original UCC Filed Date 2012-08-02
Original Filing No. 40000054704589

Collateral Business machinery/equipment
Type Amendment
Sec. Party EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No. 40000081061070
Filed With SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR

Date Filed 2013-12-27
Latest Info Received 12/31/13
Original UCC Filed Date 2012-08-02
Original Filing No. 40000054704589

Collateral Business machinery/equipment
Type Amendment
Sec. Party EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No. 40000083451419
Filed With SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR

Date Filed 2014-02-12
Latest Info Received 02/18/14
Original UCC Filed Date 2012-08-02
Original Filing No. 40000054704589

Collateral Business machinery/equipment
Type Amendment
Sec. Party EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
Debtor OCE IMAGISTICS, INC., TRUMBULL, CT
Filing No. 40000083574758
Filed With SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR

Date Filed 2014-02-14
Latest Info Received 02/18/14
Original UCC Filed Date 2012-08-02
Original Filing No. 40000054704589

Collateral Computer equipment
Type Original
Sec. Party MITSUBISHI IMAGING (MPM), INC., RYE, NY
Debtor CANON BUSINESS SOLUTIONS WEST, GARDENA, CA
Filing No. 067056540598
Filed With SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

Date Filed 2006-01-24
Latest Info Received 02/07/06

Collateral Leased Equipment and proceeds
Type Original
Sec. Party OCE FINANCIAL SERVICES, INC., CHICAGO, IL
Debtor CANON BUSINESS SOLUTIONS-EAST, INC.
Filing No. 25609929
Filed With SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

Date Filed 2010-04-23
Latest Info Received 07/07/10

Collateral Leased Computer equipment and proceeds
Type Original
Sec. Party DELL FINANCIAL SERVICES, L.P., AUSTIN, TX
Debtor CANON BUSINESS SOLUTIONS, INC.
Filing No. 0802225188693
Filed With SECRETARY OF STATE/UCC DIVISION, ALBANY, NY

Date Filed 2008-02-22
Latest Info Received 03/05/08

Collateral Leased Computer equipment and proceeds
Type Original
Sec. Party DELL FINANCIAL SERVICES L.P., AUSTIN, TX
Debtor CANON BUSINESS SOLUTIONS-EAST, INC

Filing No.	0705155492801
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2007-05-15
Latest Info Received	05/22/07

Collateral	Leased Computer equipment and proceeds
Type	Original
Sec. Party	DELL FINANCIAL SERVICES L.P., AUSTIN, TX
Debtor	CANON BUSINESS SOLUTIONS - EAST, INC.
Filing No.	2007 1613719
Filed With	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed	2007-04-30
Latest Info Received	06/12/07

Collateral	Leased Computer equipment and proceeds
Type	Original
Sec. Party	DELL FINANCIAL SERVICES L.P., AUSTIN, TX
Debtor	CANON BUSINESS SOLUTIONS-EAST, INC
Filing No.	0606085563605
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2006-06-08
Latest Info Received	06/30/06

Collateral	Leased Computer equipment and proceeds
Type	Original
Sec. Party	DELL FINANCIAL SERVICES, L.P., AUSTIN, TX
Debtor	CANON BUSINESS SOLUTIONS - EAST, INC
Filing No.	0602075127269
Filed With	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
Date Filed	2006-02-07
Latest Info Received	03/10/06

There are additional UCCs in D&Bs file on this company available by contacting 1-800-234-3867.

Government Activity

Activity summary


Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

History & Operations

Currency: Shown in USD unless otherwise indicated 

Company Overview

Company Name:	CANON SOLUTIONS AMERICA, INC.
Doing Business As :	(SUBSIDIARY OF CANON U.S.A., INC., MELVILLE, NY) , CANON USA INC - CORPORATE HEADQUARTERS
Street Address:	One Canon Park Melville , NY 11747
Phone:	631 330-5000
URL:	http://www.usa.canon.com
History	Is clear
Present management control	45 years

History

The following information was reported: **04/04/2016**

Officer(s):	YOROKU ADACHI, CHB SEYMOUR LIEBMAN, V CHB-SEC TOYOTSUGU KUWAMURA, PRES KUNIIHIKO TEDO, TREAS
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DIRECTOR(S) : THE OFFICER(S)

The New York Secretary of State's business registrations file showed that Canon Solutions America Inc was registered as a Corporation on March 19, 1971, under the file registration number 304603.

Business started 1971. 100% of capital stock is owned by Parent Company.

Secondary phone number :
-631 330-5560.

YOROKU ADACHI. Antecedents are unknown.

SEYMOUR LIEBMAN. Antecedents are unknown.

TOYOTSUGU KUWAMURA. Antecedents are unknown.

KUNIIHIKO TEDO. Antecedents are unknown.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF
Sep 02 2016

The following data is not an official record of the Department of State or the State of New York and Dun & Bradstreet is not an employee or agent thereof.

Registered Name:	CANON SOLUTIONS AMERICA, INC.
Business type:	CORPORATION

Corporation type: PROFIT
Date incorporated: Mar 19 1971
State of incorporation: NEW YORK
Filing date: Mar 19 1971
Registration ID: 304603
Duration: PERPETUAL
Status: ACTIVE
Where filed: SECRETARY OF STATE/CORPORATION DIVISION , ALBANY , NY
Registered agent: CORPORATION SERVICE COMPANY , 80 STATE STREET , ALBANY , NY , 122072543
Principals: TOYOTSUGU KUWAMURA , CHAIRMAN OF THE BOARD , ONE CANON PARK , MELVILLE , NY , 117470000

Operations

04/04/2016

Description: Subsidiary of CANON U.S.A., INC., MELVILLE, NY started 1966 which operates as a wholesaler of business machines and photographic products. Parent company owns 100% of capital stock. Parent company has numerous other subsidiary (ies).
 As noted, this company is a subsidiary of Canon U.S.A., Inc., DUNS #04-153-0692, and reference is made to that report for background information on the parent company and its management. No current financial information is reported.
 Operates business services, specializing in advertising, promotional and trade show services (100%).
 Has 40,000 account(s). Terms are cash Net 10 days, contractual basis and Net 30 days. Sells to non profit organizations, retail, commercial concerns and government. Territory : Regional.
 Nonseasonal.
Employees: 6,600 which includes officer(s). 125 employed here.
Facilities: Rents 77,000 sq. ft. in a single story brick building.
Branches: This business has multiple branches, detailed branch/division information is available in Dun & Bradstreets linkage or family tree products.

SIC & NAICS

SIC:
 Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.
 The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.
 7389 0300 Advertising, promotional, and trade show services
NAICS:

561990 All Other Support Services

Financials

Company Financials: D&B

Additional Financial Data

As of April 4, 2016, attempts to contact the management of this business have been unsuccessful. Inside and outside sources confirmed operation and location.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments

13

Industry Norms Based On 13 Establishments

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales %	UN	2.5	UN
Return on Net Worth %	UN	7.7	UN
Short-Term Solvency			
Current Ratio	UN	1.2	UN
Quick Ratio	UN	0.9	UN
Efficiency			
Assets to Sales %	UN	174.9	UN
Sales / Net Working Capital	UN	6.2	UN
Utilization			
Total Liabilities / Net Worth (%)	UN	225.7	UN

UN = Unavailable

Associations

All Credit Files Created from this D&B Live Report

Company Name	Type	Status	Date Created
Canon	Application - #FCET34HFB	Approved	09/17/2013 12:38 PM EDT
CANON SOLUTIONS AMERICA, INC.	Application - #FCVBHNX4N	Further Review Required	05/13/2014 05:38 PM EDT

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

Company Name	Type	Status	Date Created
CANON BUSINESS SOLUTIONS, INC.	Account - #1002800	Credit Review Required	02/20/2012 01:42 AM EST
CANON BUSINESS SOLUTIONS	Account - #269194	Credit Review Required	03/16/2012 04:29 PM EDT
Canon	Application - #FCET34HFB	Approved	09/17/2013 12:38 PM EDT
CANON SOLUTIONS AMERICA, INC.	Application - #FCVBHNX4N	Further Review Required	05/13/2014 05:38 PM EDT

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

Days Beyond Terms - Past 3 & 12 Months

3 months from Jul 16 to Sep 16

4
Days

Dollar-weighted average of **11984** payment experiences reported from **52** companies

Derogatory Events Last 12 Months from Sep 15 to Aug 16

12 months from Oct 15 to Sep 16

7
Days

Dollar-weighted average of **15527** payment experiences reported from **97** companies

Status	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16
Placed for collection	-	-	-	-	-	-	-	-	250 on 1 acct	-	-	-
Bad debt written off	8,745 on 3 acct	10,982 on 4 acct	10,982 on 4 acct	-	10,982 on 4 acct	10,982 on 4 acct	10,982 on 4 acct	10,982 on 4 acct	41,433 on 5 acct	7,237 on 6 acct	1,358 on 3 acct	-

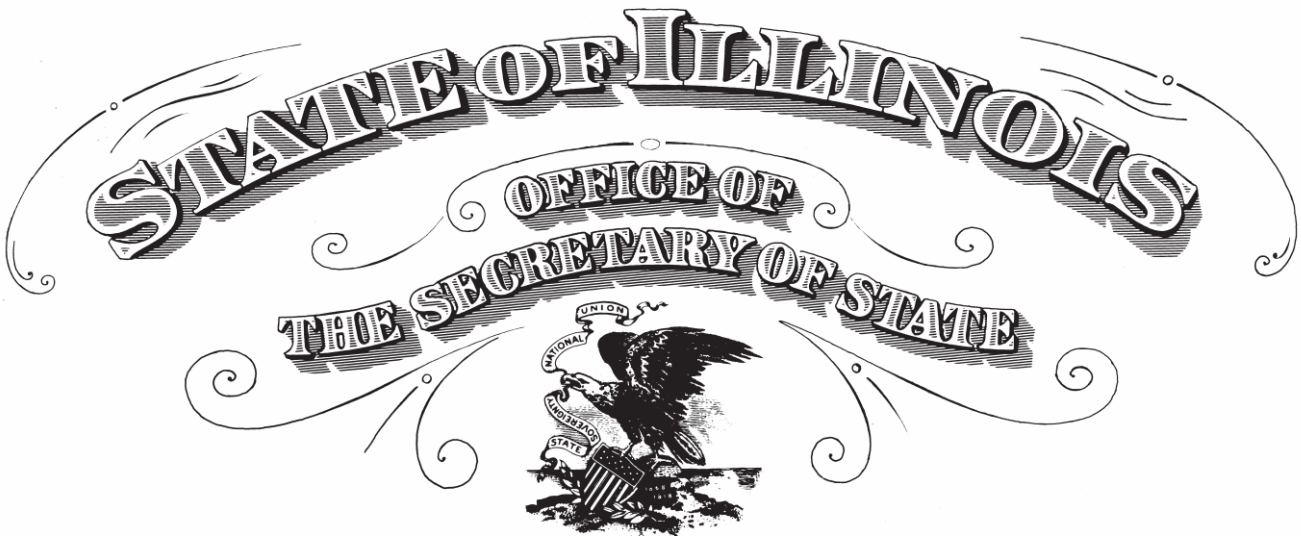
Total Amount Current and Past Due - 12 month trend from Sep 15 to Aug 16

Status	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16
Total	2,455,958	2,910,339	2,532,255	3,809,445	4,818,485	5,361,036	5,106,099	4,887,830	4,444,650	2,546,208	3,321,172	3,254,719
Current	2,324,436	2,489,510	2,088,058	3,451,841	3,603,800	2,767,531	2,519,903	2,576,321	2,703,097	2,265,528	2,485,804	2,422,305
1-30 Days Past Due	75,839	352,523	90,038	86,155	849,190	2,260,122	2,221,997	1,891,917	1,393,738	170,481	335,589	334,233
31-60 Days Past Due	10,621	31,986	303,311	222,749	235,199	81,295	138,727	156,984	113,004	68,883	30,724	30,496
61-90 Days Past Due	3,830	7,661	23,084	1,775	27,173	39,688	35,952	47,026	48,560	2,795	106,928	106,745
90+ Days Past Due	41,232	28,659	27,764	46,925	103,123	212,400	189,520	215,582	186,251	38,521	362,127	360,940

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File Number

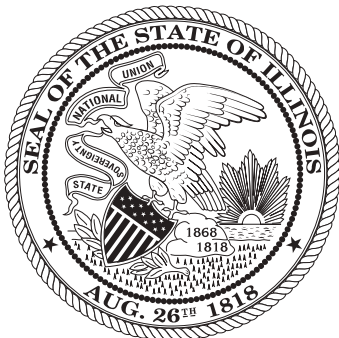
6577-856-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CANON SOLUTIONS AMERICA, INC., INCORPORATED IN NEW YORK AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON OCTOBER 29, 2007, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 9TH
day of FEBRUARY A.D. 2018 .

Jesse White

SECRETARY OF STATE

Authentication #: 1804001444 verifiable until 02/09/2019

Authenticate at: <http://www.cyberdriveillinois.com>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED Canon Solutions America, Inc. One Canon Park Melville, NY 11747	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Sampo Japan Insurance Company of America	
	INSURER B : Tokio Marine America Insurance Company	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

NYC-009357396-27

REVISION NUMBER: 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CLL6404741-07	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			FTA40003D0 (AOS) ACV40095R0 (MA)	11/01/2017 11/01/2017	11/01/2018 11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU6404740-07	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCD40058G0 (AOS) WCR40003D0 (WI)	11/01/2017 11/01/2017	11/01/2018 11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage Only.

CERTIFICATE HOLDER

Canon Solutions America, Inc.
One Canon Park
Melville, NY 11747

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

William Mollica

William H. Mollica

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Canon Solutions America, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 300 Commerce Square Blvd	Requester's name and address (optional)
6 City, state, and ZIP code Burlington, NJ 08016	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
1	3		-	2	6	7	7	0 0 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Bernard Hunter</i>	Date ► <i>1/1/18</i>
------------------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

January 2, 2018

To Whom It May Concern:

Canon Solutions America, Inc., headquartered at One Canon Park, Melville, New York 11747, is a non-exclusive Canon Business Imaging Solutions Group Dealer.

Under the terms of the Canon Business Imaging Solutions Group Retail Dealer Agreement, this dealer is presently authorized to sell and service the Canon Business Imaging Solutions Group machines listed in response to your Request for Proposal, which may include the Océ VarioPrint DP machines, and related Canon Business Imaging Solutions Group supplies and parts.

The agreement requires that the dealer enroll technicians in Canon training programs to enable the Dealer to properly maintain each model of the products it is authorized to sell. The agreement also provides that the dealer shall maintain an adequate inventory of parts and supplies to service all the Canon Business Imaging Solutions Group machines sold by it. The contractual commitments by the dealer have been established by Canon to afford the user of the Canon Business Imaging Solutions Group products adequate service facilities to properly maintain these products.

In the unlikely event that Canon Solutions America, Inc. should not continue in business as an authorized Canon Business Imaging Solutions Group Dealer, Canon U.S.A., Inc. will use commercially reasonable efforts to make arrangements to find a suitable replacement facility.

If there are further questions, please contact the Canon Regional Office.

Very truly yours,

CANON U.S.A., INC.



Toyotsugu Kuwamura
Executive Vice President and General Manager
Business Imaging Solutions Group



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.

One Canon Park

Melville, NY 11747

Phone: 800.815.4000

www.csa.canon.com

January 2, 2018

Re: Assignment of Contract

To Whom It May Concern:

Canon Solutions America, Inc. requires the right of assignment to any affiliate which is a wholly owned subsidiary of Canon U.S.A., Inc., a company dedicated to providing the highest level of Canon brand products, services and financing to our customers, such as Canon Financial Services, Inc.

Canon Financial Services, Inc. is the billing entity for lease transactions for Canon Solutions America, Inc. Canon Financial Services, Inc. has specialized in delivering high content invoices, including lease and maintenance charges, in a variety of formats (paper, electronic, web) to meet our customer's needs. An assignment might occur either as a result of lease/billing requirements or corporate restructure, either of which would not result in decreased service capability.

We trust in the strength of the relationship among the Canon companies will meet your requirements for written consent to assignment.

Sincerely,

Noaki Sannomiya

Senior Vice President, Marketing, ESS

A Canon U.S.A. Company

Canon Solutions America, Inc. Agreements and Documents

Enterprise Solutions and Services (ESS)

Ancillary Form Agreements



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Master Sales & Services Agreement Customer Information Face Page

Salesperson: _____ Order Date: _____

Customer ("you"):

Company:		
DBA:		
Address:		
City:		County:
State:	Zip:	Phone #:
Contact:		Fax #:
Email:		

Applicable Terms and Conditions	Customer Organizational Information
<p>TERMS AND CONDITIONS ARE AVAILABLE AT: ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p>_____</p> <p>Customer Initials</p>	<p>Federal Tax ID Number: _____</p> <p>Organization type:</p> <p>Address for Notices:</p> <p>Attn: _____</p> <p>Address: _____</p> <p>Address 2: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Email: _____</p>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

This MASTER SALES AND SERVICES AGREEMENT, INCLUDING THE CUSTOMER INFORMATION FACE PAGE, THESE GENERAL TERMS, AND ANY APPLICABLE RIDER(S), SCHEDULES AND ADDENDA (AS DEFINED BELOW) (collectively the "Agreement") is entered into by and between Canon Solutions America, Inc. ("CSA", "we", "our") and its customer, as named on the Customer Information Face Page ("you" or "Customer"). "Party" shall mean you or CSA, and "Parties" shall mean you and CSA. **All notices to CSA shall be sent as set forth in Section 18. For purposes of clarity, a Rider shall only apply to a given transaction when referenced on a Schedule.**

GENERAL TERMS

- 1. PURCHASE OR LEASE OF LISTED ITEMS.** You and CSA agree that you will purchase or lease, as applicable pursuant to the terms and conditions of this Agreement, the equipment ("Equipment"); Equipment maintenance including supplies under a supply inclusive maintenance plan ("Maintenance") (Rider A); application software licenses ("Software") (Rider C), which excludes software that is stored on a unit of Equipment in order to make it run properly and licensed as part of the Equipment ("Firmware") (Rider A); Software subscriptions ("Software Subscriptions"), Software installation services ("Software Installation Services"), and Software support contracts ("Software Support Contracts") (all in Rider C), subscription support services ("Subscription Support Services") (Rider D), managed print services ("MPS") (Rider E), Large Format Equipment (Rider F); Home Office Print-as-a-Service ("Home Office") (Rider H), and/or other products and services incorporated by a schedule or addendum accepted by CSA (all collectively, the "Listed Items"), each as described in any rider hereto ("Rider") or any Order Schedule, Return Schedule, MPS Schedule, Lease Schedule or other schedule or order document accepted by CSA (each a "Schedule"). Each Schedule referring to this Agreement will constitute a separate agreement for the acquisition of the Listed Items described therein and shall incorporate the terms of this Agreement. "NOLI" for purposes of Rider F shall mean non-CSA Listed Items, which may include hardware, software (and specifically third party software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Master Sales and Services Agreement. NOLI products are provided as a convenience to Customers and are not eligible for any warranty or maintenance under this Agreement and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI products. "Products" shall mean Equipment, Software and Software Subscriptions, and any other products incorporated into this Agreement by a Schedule or addendum accepted by CSA ("Addendum" or "Addenda"). "Services" shall mean Maintenance, Software Installation Services, Subscription Support Services, MPS, Home Office, and any other services incorporated into this Agreement by a Schedule or Addendum. "Lease" shall mean the document pursuant to which you lease Listed Items from a "Leasing Company", which shall solely govern as to matters contained therein, and unless otherwise set forth on the Customer Information Face Page or any Addendum, the Leasing Company is Canon Financial Services, Inc. ("CFS") and the Lease is set forth as Rider G, which shall solely govern as to the matters contained therein. To the extent the terms of any Rider conflict with these General Terms, the terms of the Rider shall control. Unless specifically or otherwise defined in a Rider or Schedule, the terms shall have the meaning defined in these General Terms. THE PARTIES MAY AMEND THE TERMS OF THIS AGREEMENT BY USE OF A MUTUALLY AGREEABLE ADDENDUM, EXECUTED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA, WHICH MAY ONLY BE CHANGED BY THE PARTIES IN WRITING.
- 2. TERM.** The initial term during which Services shall be provided, and for the lease of Products, unless earlier terminated as provided in these General Terms or the applicable Rider, is as set forth on the applicable Schedule. That initial term shall be subject to renewal as provided in the applicable Rider.

- 3. DELIVERY/INSTALLATION OF EQUIPMENT.** Unless otherwise set forth in a Schedule, delivery and installation of Equipment is at no additional charge, so long as no special rigging is required (in which event CSA's rates therefor will apply). For purposes of this Agreement, "special rigging" shall include, but not be limited to, the use of cranes, forklifts, or other mechanical devices; and/or the engagement of additional personnel beyond those ordinarily required for CSA to deliver Equipment via delivery van and maneuver unimpeded into and through the loading dock, hallways, and, if necessary, stairs and/or elements of Customer's facility manually through the use of a hand truck or dolly.

4. PAYMENT TERMS, CHARGES AND CREDIT CARDS.

4.1 The total price specified in any Schedule for the Listed Items, including taxes and delivery/installation charges (if any), is due and payable within 30 days of the invoice date unless otherwise stated on the invoice. You expressly acknowledge your obligation to pay CSA's invoices for Listed Items. Should you request a third party act as your agent for receiving or paying invoices, CSA may approve such request in its sole discretion, and CSA's approval is conditioned on: (i) your payment of an administrative charge (including reimbursement of any costs or charges CSA incurs associated therewith), which shall be considered charges under this Agreement; (ii) no modifications (other than addresses) to the terms and conditions of this Agreement; and (iii) you remain liable for all of your obligations under this Agreement. CSA may charge, and you agree to pay, a surcharge to cover increases in transportation costs. CSA reserves the right to adjust pricing (i) in the event Listed Items are not delivered to you within thirty (30) days of an executed Schedule to reflect corresponding increases in the manufacturer's suggested retail price ("MSRP"); or (ii) due to any mistake in pricing or configuration for any of the Listed Items discovered prior to shipment. In the event of such price adjustments, CSA shall notify you of the mistake in pricing or configuration, or the increase in MSRP, and such notification will constitute the non-acceptance of the applicable Schedule by CSA with respect to such Listed Items without liability. Should Maintenance or Software support not be purchased at the time of the initial delivery of the Product, or should it terminate or be suspended, additional fees to inspect the Product or otherwise to start or reinstate the Maintenance or Software support shall apply. Applicable taxes shall be added to the charges. Without limiting any of CSA's rights and remedies under applicable law, if payments are late, CSA may charge you and you agree to pay a late charge equal to the higher of five percent (5%) of the amount due or \$10.00 as reasonable collection fees, not to exceed the maximum amount permitted by law, and you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law. CSA does not provide refunds or credits for any partial terms, except as expressly stated in the Rider or applicable Schedule.

4.2 To purchase Listed Items, you will need to provide certain information, including payment and shipping details. We accept all major credit cards: VISA, MasterCard, American Express and Discover. For your security, the billing name and address on your credit card must match your Schedule or your Listed Items may be delayed or cancelled. When you place an order for your Listed Items, we may pre-authorize your credit or debit card in the amount of your order, which may have an effect on your available balance or credit line. We may cancel or place holds on your order or any Listed Item included therein, if we suspect the order may be fraudulent. All billing and registration information you provide must be accurate, complete and correct. By confirming your purchase on the Schedule, you agree to accept and pay for all charges incurred via the applicable payment method for Listed Items that you purchased at the price(s) in effect at that time, including any applicable taxes. Receiving an order acknowledgement (either by mail or via email) does not guarantee acceptance of an order for the Listed Items, or that the price or availability of a Listed Item has been confirmed.

- 5. CREDIT.** CSA reserves the right to withhold shipment of the Listed Items until you (or the Leasing Company, if applicable) make full payment of the total price specified in all Schedules accepted by CSA, or to revoke any credit extended to you because of your failure to pay any amounts when due

pursuant to such Schedules or the applicable CFS Lease, or for any other reason affecting your creditworthiness.

- 6. LIMITED WARRANTIES AND DISCLAIMER.** Canon brand Equipment (except for models which have rated speeds of 110 pages per minute or greater, or are imagePRESS or varioPRINT models) is provided with an end user limited warranty from either Canon U.S.A., Inc. ("Canon") or a Canon affiliated company. CSA is authorized to provide warranty service pursuant to the Canon limited warranties. Warranties, if any, for other Products and Services are provided according to their terms by the manufacturer or developer or as may also be provided in the applicable Rider or Schedule. The use of Software is at all times subject to and governed by the applicable end user license agreement. In addition to the aforesaid manufacturer or developer warranties, CSA warrants (the "CSA Warranty") that on completion of installation of Canon brand Equipment, it will be (1) in material conformance with the manufacturer's published specifications, (2) qualified for CSA's standard maintenance services and (3) free from material defects in workmanship and materials. All parts replaced under a warranty shall become the property of CSA or Canon. The CSA warranty set forth herein does not apply to used or refurbished Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects within twenty (20) days of installation ("CSA Warranty Period"). CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING CSA WARRANTY SHALL BE TO REJECT THE EQUIPMENT AND CANCEL THE AFFECTED EQUIPMENT SCHEDULE DURING THE CSA WARRANTY PERIOD. IN NO EVENT SHALL A BREACH OF ANY WARRANTY GIVE RISE TO A CLAIM FOR DAMAGES AGAINST CSA. THE WARRANTIES CONTAINED OR REFERENCED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES, INCLUDING ANY RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA, ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE OR SERVICES UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

7. LIMITATION OF LIABILITY.

7.1 CSA SHALL NOT BE LIABLE (I) FOR BODILY INJURY (INCLUDING DEATH) OR TANGIBLE PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) FOR LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES OR THE USE OF OR INABILITY TO USE ANY PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM MAY BE BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 CSA'S LIABILITY ON ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY OTHER AGREEMENTS ENTERED INTO IN CONNECTION THEREWITH, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, SHALL NOT EXCEED IN AN AGGREGATE AMOUNT THE SUM OF (A) IF CUSTOMER PURCHASED ANY PRODUCTS, THE TOTAL PURCHASE PRICE PAID BY CUSTOMER (OR THE LEASING COMPANY IF LEASING) TO CSA FOR THE PRODUCTS SUBJECT TO THE CLAIM, AND (B) AS TO ALL OTHER LIABILITY OF CSA, CHARGES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS OR SERVICES SUBJECT TO THE CLAIM FOR SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM IS MADE. SHOULD CUSTOMER HAVE PREPAID ANY AMOUNT FOR SERVICES SUBJECT TO THE CLAIM,

SUCH AMOUNT SHALL BE AMORTIZED OVER THE APPLICABLE TERM OF SAID SERVICES AND CSA'S LIABILITY SHALL BE LIMITED TO SIX (6) MONTHS OF SUCH AMORTIZED PAYMENTS.

- 8. DATA.** You acknowledge that the hard drive(s) on the Equipment, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("HD Data"). You acknowledge that CSA is not storing HD Data on your behalf and that exposure or access to the HD Data by CSA, if any, is purely incidental to the services performed by CSA. You are solely responsible for the HD Data. The Equipment contains various security features that you can utilize. Upon your request, CSA will work with you to provide information regarding your options and offer services to assist you. Such services may result in additional charges. The terms of this Section shall solely govern as to HD Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA that could be construed to apply to HD Data.
- 9. SECURITY.** As security for the payment of all amounts due for the acquisition of the Listed Items, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items.
- 10. WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that the Listed Items will not be used for personal, family or household purposes.
- 11. CUSTOMER DEFAULT.** You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, any Rider or Schedule (including making prompt payments of amounts not subject to a good faith dispute) or the CFS Lease. CSA may suspend providing Listed Items under this Agreement in whole or in part until any delinquent payment is received by CSA (or CFS as applicable), and You agree that any such suspension shall not in and of itself be deemed a termination of this Agreement. If an overdue payment under this Agreement or any Rider or Schedule is disputed in good faith within thirty (30) days after its due date, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CSA. In the event of your default, CSA may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges and liquidated damages.
- 12. CHOICE OF LAW AND FORUM.** THIS AGREEMENT AND ALL CLAIMS, DISPUTES AND CAUSES OF ACTION RELATING THERETO, WHETHER SOUNDING IN CONTRACT, TORT OR STATUTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS YOU COMMENCE AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM.
- 13. LIMITATION OF ACTIONS, CLASS WAIVER AND JURY TRIAL WAIVER.** ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. CUSTOMER AGREES THAT ANY CLAIM IT ASSERTS AGAINST CSA SHALL BE ASSERTED ON AN INDIVIDUAL BASIS ONLY. CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM AGAINST CSA AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR GROUP. THE PARTIES IRREVOCABLY

WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

14. ENTIRE AGREEMENT; MASTER AGREEMENT OVERRIDING CONTRACT TERMS AND VOUCHERS.

This Agreement, together with all Riders, Schedules, and Addenda now and hereafter entered into and any related CSA credit application, constitute the entire agreement between the Parties with respect to the furnishing of the Listed Items and the performance of the Services, superseding all previous proposals and agreements, oral or written; and any default by Customer under any part of this Agreement shall constitute a default of the entire Agreement. If the Customer Information Face Page references a master agreement (which may be a separate master agreement entered into between Customer, or an affiliate of Customer, and CSA), or if a Schedule references an overriding contract (an "OC" meaning a group purchasing or cooperative or governmental agreement under which Customer is an eligible participant) or a master agreement between you (or one of your affiliates) and CSA, then the terms of such OC or master agreement shall apply to the extent applicable to the transactions contemplated by this Agreement, and the terms of this Agreement shall apply only to the extent not inconsistent with the terms of such OC or master agreement. Notwithstanding any other provision in this Agreement to the contrary, if the Listed Item you are purchasing is designated as a "Voucher" on your Order Schedule, the following terms shall govern: "You have been referred to an independent third party (the "Provider") by CSA for certain products and services (collectively "Provider Services"). CSA is authorized and compensated to refer prospective customers to the Provider. Provider Services are not eligible for any warranty or maintenance under this Agreement. You acknowledge and agree that: (i) The Provider will provide the Provider Services to you pursuant to an agreement(s) between you and the Provider ("Provider Agreement"); (ii) CSA shall have no obligation or liability for the Provider Services or under the Provider Agreement; (iii) You shall look solely to the Provider as to any claim or cause of action arising from the Provider Agreement or the Provider Services; (iv) you waive your rights to bring any such claim or cause of action against CSA; and (v) should you desire to enter into a Lease for the Voucher from Canon Financial Services, Inc. ("CFS") the terms of Rider G between you and CFS shall solely govern as to the matters contained therein.

15. CSA DEFAULT. Customer may terminate its use of Products or Services in the event that CSA materially fails to perform its obligations under this Agreement, provided that any such termination shall only apply to the Products or Services subject to the default, and shall only be effective upon not less than thirty (30) days' prior written notice from Customer to CSA specifying the default, and provided that CSA has not materially cured such default or provided Customer reasonable assurance that such default shall be materially cured, prior to the effective date of termination. For the avoidance of doubt, no such termination shall affect Customer's obligations with respect to the Lease.

16. REPRESENTATIONS AND AMENDMENTS.

16.1 NO REPRESENTATION OR STATEMENT NOT CONTAINED IN THE DOCUMENTS POSTED ON CSA'S CUSTOMER PORTAL (ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS) AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON CSA AS A WARRANTY OR OTHERWISE, NOR SHALL THIS AGREEMENT BE MODIFIED OR AMENDED, EXCEPT BY AN ADDENDUM SIGNED BY YOU AND AN AUTHORIZED REPRESENTATIVE OF CSA.

16.2 NOTWITHSTANDING THE FOREGOING, A PROVISION OF THIS AGREEMENT MAY ALSO BE AMENDED BY A WRITTEN NOTIFICATION FROM CSA TO YOU AT YOUR EMAIL ADDRESS LISTED ON THE CUSTOMER INFORMATION FACE PAGE (OR AS YOU SUBSEQUENTLY MODIFY IN WRITING), SETTING FORTH THE AMENDED PROVISION(S), WHICH SHALL BE DEEMED ACCEPTED BY YOU EFFECTIVE THIRTY (30) DAYS AFTER NOTIFICATION (OR SUCH LATER

DATE SPECIFIED IN THE NOTIFICATION) (THE "CHANGE DATE"), UNLESS YOU ELECT, WITHIN SUCH THIRTY (30) DAY PERIOD, TO PROVIDE WRITTEN NOTICE THAT YOU OBJECT TO SUCH AMENDMENT, IN WHOLE OR IN PART, IN WHICH CASE THE PARTIES SHALL NEGOTIATE ANY SUCH AMENDED PROVISIONS IN GOOD FAITH. THE AMENDED PROVISIONS SHALL ONLY APPLY TO SCHEDULES ISSUED AFTER THE CHANGE DATE AND SHALL NOT AFFECT ANY ADDENDA, WHICH SHALL CONTROL.

17. MISCELLANEOUS. This Agreement shall be binding on you upon our receipt of your signature on the Customer Information Face Page and, as to each Schedule, on the date we receive your signature thereon. Each Schedule shall be binding on CSA upon delivery of the Listed Item or commencement of performance by CSA under such Schedule. Title to or licensing of (as applicable) any Listed Items shall pass or be granted to you or the Leasing Company only upon full required payment to CSA therefor. All provisions of this Agreement which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. You acknowledge that neither CSA nor any of its agents or representatives has made any promise, representation, or warranty as to the Listed Items, or anything affecting or relating to this Agreement, except as specifically set forth in this Agreement, and you acknowledge that you have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in this Agreement. No Lease between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. You agree to dispose of all opened consumables and supplies in accordance with applicable law and regulations, and product handling instructions. CSA is and shall at all times be an independent contractor and shall not be deemed your employee or agent. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Parties. ANY PURCHASE ORDER UTILIZED BY YOU (WHETHER OR NOT REQUIRED) SHALL BE FOR YOUR ADMINISTRATIVE CONVENIENCE ONLY, AND ANY TERMS THEREIN WHICH CONFLICT WITH, VARY FROM, OR SUPPLEMENT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED NULL AND VOID. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. A failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any right under this Agreement. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent shall be void; except that you may assign to your Leasing Company your right to acquire the Listed Items and your warranty rights with respect thereto, but your other rights hereunder are not assignable to the Leasing Company and such assignment shall not relieve you of any of your obligations hereunder (including your obligation to pay for Listed Items). You agree that CSA may accept an electronic image of this Agreement as an original, and that digital and/or electronic copies of your signature will be treated as an original for all purposes.

18. NOTICES. YOU ACKNOWLEDGE THAT CSA SHALL SEND NOTICES BY REGULAR MAIL TO THE PHYSICAL ADDRESS, AND/OR BY EMAIL TO THE EMAIL ADDRESS ON THE CUSTOMER INFORMATION FACE PAGE. TO BE EFFECTIVE, ALL NOTICES TO CSA CONCERNING CANCELLATION, BREACH, DEFAULT, ASSIGNMENT, INDEMNITY, NON-RENEWAL, CHANGE OF YOUR ADDRESS OR EMAIL ADDRESS FOR NOTICES, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA MUST BE IN WRITING DETAILING ALL SUCH ISSUES, AND SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: 300 COMMERCE SQUARE BLVD., BURLINGTON, NEW JERSEY 08016 ATTN: CUSTOMER SERVICE, OR SENT BY EMAIL TO CUSTOMERCARE@CSA.CANON.COM; WITH A COPY OF ANY NOTICE OF DEFAULT, BREACH, REQUEST FOR INDEMNITY, OR ANY OTHER DEMAND OR CLAIM AGAINST CSA, SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO SENIOR VICE PRESIDENT, LEGAL, CANON SOLUTIONS

AMERICA, INC., ONE CANON PARK, MELVILLE, NEW YORK, 11747, OR SENT BY EMAIL TO LEGAL@CSA.CANON.COM.

- 19. PRIVACY.** The CSA Privacy Statement describes the information we collect from you, either online through this website or any of the products, services, solutions, software, websites, subsites, interactive features, forms, mobile and social media pages offered, owned, or operated by CSA, or your interaction with CSA agents, contractors or employees or subsites, whether accessed online via computer, tablet, mobile device or any other technology or device now known or hereafter developed, or offline, and how that information will be used. The CSA Privacy Statement is provided at the link at the bottom of the Customer Contracting Portal, <https://ess.csa.canon.com/customerdocuments>; and shall govern as to the matters contained therein unless specifically modified by this Agreement.
- 20. FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or a generalized lack of availability of Products and Services or parts and supplies therefore, raw materials or energy. For the avoidance of doubt, Force Majeure shall not limit your obligation to make payment(s) for delivered Products or performed Services. Once causes for such Force Majeure are rectified and remedied, both Parties agree to resume performance of this Agreement.

RIDER A

CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER A SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Equipment" for purposes of this Rider A shall mean Canon branded office devices (and not Large Format equipment covered under Rider F nor printers covered under Rider E). CSA may provide Maintenance and/or consumables for Non-Canon branded devices if so designated on the Order Schedule, and such devices shall be considered "Equipment" hereunder, otherwise they shall be provided by the manufacturer as set forth in their applicable documentation.

1. MAINTENANCE / TERM / CHARGES.

a. If Maintenance for Equipment is indicated on its Order Schedule, it shall mean that CSA will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the "Start Date") of installation for newly installed Equipment (inclusive of standard embedded Firmware) with consumables inclusive service. For newly installed Equipment under Equipment warranty and without consumables inclusive service, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Order Schedule for all previously placed Equipment.

b. The initial term of Maintenance is set forth on the Order Schedule, and thereafter shall renew for successive 12 month renewal terms unless either Party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. If you do not agree to the change in renewal charges, you can reject the change by sending notice in accordance with Section 18 of the General Terms. Customer may, without penalty, cancel maintenance during any renewal period upon 30 days advance written notice to CSA. Once cancelled, CSA will cease all Maintenance at the end of the Term or renewal term, or the effective date of such cancellation, as applicable. CSA does not provide refunds or credits for any partial terms, except as expressly stated on the Order Schedule.

c. Unless otherwise set forth in an Order Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Order Schedule (collectively "Service Charges") are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.

d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13" x 19", and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19", there will be an additional Per Image Charge as set forth on the Order Schedule. If you are making Long Sheet images and there is no such charge on the Order Schedule, CSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14". For devices containing more than 1 meter, you will be invoiced for the total number of images recorded on all meters at the interval (e.g. monthly, quarterly, etc.) and pricing indicated on the Order Schedule.

e. If the Order Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to

transactions where CFS invoices the Maintenance Base Charge, such annual increase shall be applied only to the Excess Per Image Charge and shall exclude the Maintenance Base Charge.

f. Aggregate and Fleet Plans. If Aggregate plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment on that Order Schedule, unless otherwise indicated. When Fleet Plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment ordered on the current Schedule and other Order Schedules referencing Fleet plan for the Equipment.

g. If the Listed Items on an Order Schedule are added to an existing Fleet Coverage Plan under a previous Order Schedule or contract between you and CSA, (i) the fleet shall include the equipment listed under the previous Order Schedule or contract, and all other Order Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Order Schedules or contracts.

h. If the Listed Items on an Order Schedule are added to an existing Aggregate Coverage Plan under a previous Order Schedule or contract between you and CSA, the Covered Images shall apply to all of the Equipment on the Order Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Order Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.

i. If the Per Unit is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Order Schedule shall apply on a per unit basis for the Equipment listed in that Section.

j. If image dependent service is selected, there shall be no Per Image Charges; however, the then-current term shall terminate at the end of the number of months specified on the Order Schedule or on the date when the images made exceed the maximum covered images specified on the Order Schedule, whichever event occurs sooner.

k. Unless otherwise indicated in an Order Schedule, you authorize CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. You also authorize CSA to accept on your behalf, and you agree to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data you may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement.

2. CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Equipment, upon your written request, CSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a "Listed Item" under the Lease and for the Lease and all other purposes of this Agreement. This policy shall pertain to Canon Brand Equipment only and shall apply for 3 years from the date of installation or for

the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement or the Lease and such Maintenance services have not been canceled or terminated.

3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT. Maintenance shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CSA holidays). Overtime charges, at CSA's current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CSA reasonable and safe access to the Equipment and CSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CSA's service territory.

4. ITEMS NOT COVERED UNDER MAINTENANCE. Any work beyond the scope of this Agreement shall be invoiced in accordance with CSA's then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in an Order Schedule:

- (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;
- (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Equipment;
- (c) repairs due to the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems;
- (d) repairs to fix problems resulting from service performed by personnel other than CSA personnel;
- (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
- (f) de-installation, re-installation or relocation of Equipment;
- (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;
- (h) work which you request to be performed outside of CSA's regular business hours;
- (i) repair of network/system connection device, except when listed on an Order Schedule; or
- (j) repairs due to the use of paper/media not in compliance with manufacturer's published specifications.

5. EXCESSIVE MAINTENANCE REQUIREMENTS. If, in CSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.

6. PARTS. You disclaim any interest in parts or Equipment replaced or removed by CSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CSA.

7. CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE). Consumable Supplies: All consumables are the property of CSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Order Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If

your use of consumables exceeds the typical use pattern (as determined solely by CSA) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should CSA, in its sole discretion, determine that consumables are being misused in any fashion, CSA may invoice you for such excess usage and you agree to pay for such improper or excess use. Consumable Inclusive Maintenance is predicated upon deployment of CSA's Remote Reporting Agent (see Section 1.k above), which may include Auto-Toner Replenishment. CSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. If expiration dates are indicated on your consumable containers, you shall use the oldest container(s) first. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

8. BILLING / METER COLLECTION.

a. You agree to provide timely meter readings to CSA and to comply with the billing procedures designated by CSA. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CSA's normal procedures and the meter read option selected.

b. You agree that CSA shall be entitled to acquire meter readings using CSA's Remote Reporting Agent, however if it does not communicate with CSA for any reason, you agree to timely provide manual meter readings.

c. You may also use the myCSA website to provide meter readings, in which case you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice.

9. FIRMWARE. For Equipment covered under Maintenance or an applicable warranty, CSA shall make available to you from time to time upgrades and bug fixes for the Firmware when provided by the manufacturer or developer. Such upgrades and bug fixes shall be installed remotely as set forth in Section 1.k. however should the remote installation fail for any reason, or you require assistance from CSA, additional charges may apply.

10. APPLICATION SOFTWARE AND SOFTWARE SUPPORT CONTRACTS. If you have acquired any application Software and/or Software Support Contracts, these Listed Items shall be governed by the terms and conditions of Rider C.

11. DEFAULT. In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges for such Maintenance. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

RIDER B

TRADE-IN, RETURN, UPGRADE AND BUYOUT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER B SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

For purposes of this Rider B:

“Return Equipment” means equipment that CSA is picking up and returning to a leasing company.

“Trade-In Equipment” means equipment owned by you, where you are conveying title to CSA upon CSA picking up the equipment.

“Upgrade Equipment” means equipment on an active lease between you and CFS, where CSA is facilitating an early termination of such lease as a part of a new transaction on a related Order Schedule.

each as designated on a Return Schedule.

1. BUY OUT REIMBURSEMENT: If “Buy-Out Reimbursement” is indicated on the applicable Return Schedule it will be paid directly to the designated party thereon (whether you or the finance or leasing company that owns the equipment listed on the Return Schedule (the “Lessor”)) by CSA upon installation and acceptance of the Listed Items set forth on the Order Schedule applicable thereto and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the equipment (as identified on the applicable Return Schedule) or for other equipment being replaced by said Listed Items, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of said Listed Items. You are responsible to obtain and/or confirm the Buy-Out Reimbursement amount with your Lessor, and any such amount shall include a delivery period of a minimum of thirty (30) days from the date of the installation and testing of said Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. You acknowledge and agree that CSA’s financial obligation is limited to the Buy-Out Reimbursement amount on the applicable Return Schedule, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. The above is conditioned upon you making the Trade-In Equipment or Return Equipment available for pickup by CSA on the relevant date specified on the Return Schedule.

2. RETURNING OF TRADE-IN EQUIPMENT, UPGRADE EQUIPMENT AND RETURN EQUIPMENT: If Trade-In Equipment, Upgrade Equipment or Return Equipment is indicated on a Return Schedule, you hereby authorize CSA in its sole and reasonable discretion, to either i.) pick up the Trade-in Equipment, Upgrade Equipment, or Return Equipment listed on the Return Schedule; or ii.) with respect to such equipment weighing fifty (50) pounds or less, provide you with appropriate packing materials and pre-paid postage so that you can ship the equipment back to CSA or the Leasing Company. Upon said pick-up or your shipping of the Trade-In Equipment, Upgrade Equipment, or Return Equipment to CSA or the Leasing Company as applicable, title to Trade-in Equipment is conveyed to CSA, and you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests. You further warrant that, (a) the Trade-In Equipment, Upgrade Equipment and Return Equipment will be provided to CSA (unless specified on the Return Schedule that it is provided on an “As Is” basis) in good working condition, reasonable wear and tear excepted, and (b) you shall make it available for pickup by CSA on the relevant date specified on the Return Schedule. If you breach or fail to comply with any of the foregoing CSA may, and without limiting its other remedies under applicable law:

- a.) return the Trade-In Equipment, Upgrade Equipment, or Return Equipment to you (at your expense both for the return and the original pickup);
- b.) rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the Buy-Out Reimbursement,
- c.) require you to refund to CSA the full amount of any trade-in or upgrade credit whether it's reflected in the Return Schedule or not, and/or
- d.) require you to pay the fair market value of such Trade-In Equipment, Upgrade Equipment, or Return Equipment, as determined by CSA.

Return Equipment and/or Upgrade Equipment, when indicated on a Return Schedule shall be shipped to the Lessor specified on the Return Schedule by CSA's standard shipping method, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and/or Upgrade Equipment, and to arrange on your behalf and at CSA's expense, for the shipment of the Return Equipment and/or Upgrade Equipment to the Lessor, or provide you with appropriate packing materials and pre-paid postage so that you can ship the Return Equipment and/or Upgrade Equipment back to CSA or the Lessor, as indicated on the Return Schedule.

3. DELAY OR DAMAGE TO EQUIPMENT IN TRANSIT. You acknowledge that neither CSA nor its shipper inspects functionality prior to transportation of Trade-in Equipment, Upgrade Equipment, or Return Equipment and therefore makes no representation regarding functionality upon delivery. CSA shall only be responsible for obvious physical damage to the Trade-in Equipment, Upgrade Equipment, or Return Equipment while being relocated or returned to the Lessor to the extent such damage is caused by CSA or its shipper's negligence or willful misconduct while in their possession. You agree to pay CSA's removal charges if, on the date indicated on the Return Schedule, Trade-in Equipment, Upgrade Equipment, or Return Equipment is unavailable for pickup and removal through no fault of CSA. In the event undisclosed conditions (e.g. incorrect mileage, special rigging requirements, inaccessible location for pick up or delivery, etc.) are encountered, you agree that CSA may invoice you for additional reasonable fees as required to complete the relocation.

4. DATA. You acknowledge that the hard drive(s) on the Trade-in Equipment, Upgrade Equipment, or Return Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Trade-in Equipment or Return Equipment ("TIR Data"). You acknowledge that CSA is not storing TIR Data on behalf of you and that exposure or access to the TIR Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates or contractors have an obligation to return, erase or overwrite TIR Data upon pick up and return of the Trade-in Equipment, Upgrade Equipment, or Return Equipment to CSA or any Lessor. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting TIR Data. The terms of this section shall solely govern as to TIR Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to TIR Data.

RIDER C

SOFTWARE AND SOFTWARE SUBSCRIPTION LICENSING AND SUPPORT

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER C SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. DEFINITIONS AND INCORPORATED DOCUMENTS.

(a) "Software" for purposes of this Rider C shall mean application software licensed to you and any revisions for updates related thereto, and shall exclude Firmware which is subject to Rider A, and software provided with Large Format equipment which is subject to Rider F.

(b) "Software Subscription" shall mean Software which is licensed to you on a subscription basis for a term and may include provision of basic support and updated versions, as set forth in the TOS, EULA or SMA.

(c) "EULA" shall mean an end user license agreement, "TOS" shall mean the terms of service, and "SMA" shall mean a software maintenance or support agreement, each as applicable to the Software or Software Subscription.

(d) The terms of the EULA, TOS and SMA can be found at <http://ess.csa.canon.com/SMA-EULA.html>, and any such terms shall solely govern as to matters contained therein except as otherwise specifically set forth in this Rider C, and you agree to comply with such terms. The period of time such EULA, SMA or TOS shall apply ("Term") is set forth in the applicable Order Schedule.

2. LICENSING. (a) Title to the Software and Software Subscription shall remain with the licensor or developer; and (b) Software shall be licensed to you subject to its EULA, and a Software Subscription shall be licensed to you subject to its EULA or TOS. With regard to any "shrink-wrap" or "click-wrap" or "click through" acceptance required for Software or a Software Subscription, you hereby authorize CSA to accept same on your behalf (e.g., by opening the package or clicking the "I ACCEPT" button), and you agree to comply with the terms of same.

3. SOFTWARE AND SOFTWARE SUBSCRIPTION INSTALLATION AND CONFIGURATION SERVICES. Installation and configuration services for Software and Software Subscriptions shall be provided pursuant to a statement of work or project work order between you and CSA or you and the Software developer or licensor.

4. SOFTWARE SUBSCRIPTION. You agree to accept and pay either the purchase price or the number of periodic payments for the Software Subscription indicated on the Order Schedule or in any addendum(s) hereto for the corresponding term. The purchase price for the Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign the periodic payments to a third party, or its assigns, and agree to pay such assignees.

5. SOFTWARE SUPPORT AND SOFTWARE SUBSCRIPTION / BUG FIXES / UPDATES. When indicated on an Order Schedule, support for Software and Software Subscriptions is provided directly by the respective developers or licensors thereof and is as set forth in each developer's or licensor's applicable SMA or TOS for the term set forth in the Order Schedule.

6. RENEWAL OF SMAS AND SOFTWARE SUBSCRIPTIONS. SMAs and Software Subscriptions shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless you provide written notice to CSA cancelling the Software Support Contract or SMA within 90 days but no less than 30 days of the end of the Term or the Renewal Term. SUCH WRITTEN NOTICE MUST BE SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: ONE CANON PARK, MELVILLE, NY 11747 ATTN: MARKETING OPERATIONS, SOFTWARE LICENSE DESK, OR SENT BY EMAIL TO

[SOFTWARE LICENSE DESK@CSA.CANON.COM](mailto:SOFTWARE_LICENSE_DESK@CSA.CANON.COM). CSA may increase pricing during each Renewal Term and may cancel Software Subscriptions and SMAs during any Renewal Term upon written notice to you, in which case you will be refunded any unearned charges for the balance of the Renewal Term. Otherwise, CSA does not provide refunds or credits for any partial terms, except as expressly stated on the applicable Order Schedule.

6. DEFAULT. In the event of your default under this Rider C or if you cancel a Software Subscription(s) or SMA(s) prior to the end of their respective Term or Renewal Term, CSA may, without limiting its other rights and remedies available under applicable law, require you to pay all amounts then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the purchase price or periodic payments. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. The purchase price for the Software or Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign periodic payments to a third party, or its assigns, and agree to pay such assignees.

7. ADDITIONAL LIMITATION OF WARRANTY FOR SOFTWARE AND SOFTWARE SUBSCRIPTION. CSA MAKES NO WARRANTIES OF DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SOFTWARE OR SOFTWARE SUBSCRIPTION. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL LOOK SOLELY TO THE ENTITY LICENSING OR SUPPORTING THE SOFTWARE OR SOFTWARE SUBSCRIPTION AS TO ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SOFTWARE, SOFTWARE SUPPORT CONTRACT, OR THE SOFTWARE SUBSCRIPTION, AND THAT CSA, UNLESS IT IS SUCH ENTITY, SHALL HAVE NO OBLIGATION OR LIABILITY THEREFORE, AND YOU WAIVE YOUR RIGHTS TO BRING ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST CSA. YOUR PAYMENTS AND OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE SOFTWARE SUPPORT CONTRACT OR SOFTWARE SUBSCRIPTION, OR FAILURE IN ANY WAY OF THE SOFTWARE OR SOFTWARE SUBSCRIPTION.

**RIDER D
SUBSCRIPTION SUPPORT SERVICES**

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER D SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. Services. When indicated on an Order Schedule referencing this Rider D, CSA will provide to you Subscription Support Services ("Subscription Support Services") listed in Section 3 below consisting of a) remote support and b) on-site support for CANON and select third party software and hardware solutions. Subscription Support Services will be provided by CSA at the applicable Resource Level (as detailed in Section 3 below) based upon your resource selection or description of the scope of work to be performed. Subscription Support Services will be provided during CSA's local regular business hours (8:30 A.M - 5:00 P.M. Monday through Friday, excluding CSA holidays). Any work approved by CSA to be scheduled beyond these hours will be billed at a premium rate.

2. Term. The term of Subscription Support Services (the "Subscription Term") shall continue until the earlier of (a) the units of Subscription Support Services specified on an Order Schedule ("Units") are consumed or (b) for either the number of months indicated on an Order Schedule beginning on the Order Date, or the end of the term of the applicable CFS Lease.

3. Effective Rates. Subscription Support Service Units are available to you based upon the Resource Level utilized to perform the Subscription Support Services:

Resource Level	Units Per Hour	Min Hours per Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Management Specialist	4	4
Software Development Specialist	4	4
Local Systems Analyst	3	1
Local Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

* Subject to Course minimum requirements if applicable

4. Utilization Procedure. Subscription Support Services will be provided during the Subscription Term when requested by you through the CSA service dispatch center. CSA will determine the appropriate Resource Level(s) to be assigned based on your resource selection or description of the requested Subscription Support Services. CSA reserves the right to reject any request by you if CSA determines that such request is for work beyond the scope of the Subscription Support Services covered by this Agreement or the Resource Levels acquired and available from an Order Schedule. Units unused upon the expiration of the Subscription Term on an Order Schedule are non-refundable. If Subscription Support Service requested by you, or completion of ongoing Subscription Support Services, will require Units in excess of the unused quantity available from the applicable Order Schedule, CSA shall notify you in advance of completing the work and you shall instruct CSA to end work or you shall agree to pay for those additional Units at CSA's then prevailing rates.

5. Performance of Subscription Support Services. Subscription Support Services may be performed by remote access, or by CSA, or its designee at your business locations if located within CSA's servicing area. If by remote access, you grant CSA permission to access your systems as required to perform the Subscription Support Services. If on-site at your premises, (a) such personnel shall comply with your reasonable security and other such policies of which CSA has been informed by you in writing; and (b) you will provide such personnel with appropriate workspace at no charge. In either event (a) you will provide assistance as may be reasonably required for the performance of the Subscription Support Services; and (b) you acknowledge that the performance by CSA of Subscription Support Services with respect to any non-CANON hardware or software may be dependent on assistance or cooperation from the third-party manufacturer or developer, including your requirement(s) to purchase any necessary software upgrades or licenses to operate the software.

6. Payment.

(a) Unless the "Bill with my Lease Payment" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Order Schedule is payable in full and in advance within no later than 30 days after the date of CSA's invoice therefore, and CSA shall have no obligation to provide any Subscription Services until such payment has been made.

(b) If the "Finance through my Lease" option is selected on the Subscription Support Services Order Schedule, the total purchase price specified on the Subscription Support Services Order Schedule shall be financed by the Leasing Company through the applicable Lease, as provided herein, over the initial term of the applicable lease.

7. Non-Solicitation. Throughout the Term and for one (1) year following the expiration or termination thereof, you agree that you will not, directly or through any third party, solicit, offer employment to, hire, interfere with or endeavor to entice away from CSA any individual who is an employee of CSA and who, at any time during the Term, was involved in providing Subscription Support Services to you hereunder. You further agree, with respect to any former employee of CSA who was involved in providing Subscription Support Services to you hereunder, that you will not, directly or through any third party, solicit, offer employment to or hire such former CSA employee at any time during the one (1) year period after he or she ceases to be an employee of CSA.

8. ADDITIONAL LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY. CSA WARRANTS THAT IT WILL PERFORM SUBSCRIPTION SUPPORT SERVICES HEREUNDER IN A PROFESSIONAL AND COMPETENT MANNER CONSISTENT WITH THE RESOURCE LEVEL UTILIZED. OTHERWISE, CSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBSCRIPTION SUPPORT SERVICES. IN NO EVENT SHALL CSA'S LIABILITY TO YOU HEREUNDER OR IN CONNECTION WITH THE SUBSCRIPTION SUPPORT SERVICES EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO CSA PURSUANT TO THIS RIDER.

**RIDER E
MANAGED PRINT SERVICES**

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER E ("Rider E") SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. DEFINITIONS. For purposes of this Rider E:

"MPS" shall mean the managed print services provided by CSA for Covered Printers pursuant to this Rider E, the General Terms applicable to this Rider E, the Customer Expectation Document and the Assessment and Licensing Agreement for MPS Services ("Assessment Agreement"), and all MPS Schedules and Fleet Exhibits issued hereunder.

"Printer" shall mean a desktop office machine designed to print text or pictures onto paper.

"Covered Printer" shall mean a Printer for which CSA agrees to provide MPS, which shall be listed on an applicable Fleet Exhibit and shall be deemed to be "Equipment" under the General Terms.

"MPS Schedule" shall mean the order form for MPS issued by CSA and executed by you.

"Fleet Exhibit" shall mean collectively Exhibit A (for Covered Printers receiving Premier Service), Exhibit A-MICR (for Covered Printers using MICR toner and receiving Premier Service), or Exhibit B (for Covered Printers receiving Standard Service).

"Fleet Adjustment Form" shall mean the form issued by CSA and executed by you to add or remove Covered Printers to or from the applicable Fleet Exhibit.

"Standard Service" shall mean MPS provided under the Standard Plan which solely includes provision of Toner Cartridges and monitoring services for those Covered Printers.

"Premier Services" shall mean MPS provided under the Premier Plan as described in Section 8 hereof.

"Maintenance Consumables" shall mean items provided by CSA to you to maintain a Covered Printer including maintenance kits, fuser kits, transfer belts, and drums, but excludes toner cartridges.

"Toner Cartridges" shall mean the toner provided by CSA specifically for a Covered Printer.

"Consumables" shall mean Maintenance Consumables and Toner Cartridges.

"DCA" shall mean the data collection agent as described in Section 5.d. hereof.

"Effective Date" shall mean the date the initial MPS Schedule is executed by you.

"Start Date" shall mean the date a Covered Printer is added to a Fleet Exhibit.

"Initial Term" shall mean the term of MPS set forth in the applicable MPS Schedule.

"Term" shall mean the Initial Term plus any extension or renewal thereof.

2. COMMENCEMENT/RENEWAL. You shall execute an MPS Schedule(s) issued by CSA which shall include an estimate of your Printer models and quantity of same, and the pricing based thereon. Upon your execution of an MPS Schedule, the Parties shall work in good faith to determine which Printers shall become Covered Printers in accordance with the terms of MPS. If the quantity and make up of models of Covered Printers changes during the Term from the original quantity and models listed on the MPS Schedule, CSA reserves the right to adjust the pricing accordingly. Covered Printers shall be listed on Exhibit A (for Covered Printers receiving Premier Service), Exhibit A-MICR (for Covered Printers using MICR toner and receiving Premier Service), or Exhibit B (for Covered Printers receiving Standard Service). Covered Printers shall be added and removed from the Fleet Exhibits pursuant to a Fleet Adjustment Form. A configuration page shall accompany all Covered Printers at the time they are added to the applicable Fleet Exhibit. Charges for a Covered Printer shall commence on the Start Date. MPS shall continue for the Initial Term. Upon mutual execution of an addendum to the applicable

MPS Schedule prior to expiration of the Initial Term, MPS shall be extended for an additional term as noted on the applicable addendum.

- 3. CHARGES.** Base charges shall be billed in advance and per image charges shall be billed in arrears on a quarterly basis. Invoices shall be due and payable within thirty days of the invoice date. Applicable taxes and non-standard shipping fees shall be added to the charges. CSA reserves the right to increase the prices listed on any MPS Schedule and the Fleet Exhibit(s) thereto at any time during the Term to reflect increased costs upon thirty (30) days written notice to you. Upon expiration of the Initial Term, charges shall be subject to an increase. If the Fleet Coverage Plan is selected on an MPS Schedule, the Base Charge, Covered Images and Per Image Charges noted on that MPS Schedule or corresponding Fleet Exhibit thereto shall apply to all of the Covered Printers on the MPS Schedule. If the Per Unit Coverage Plan is selected on an MPS Schedule, the Base Charge, Covered Images and the Per Image Charges for each Covered Printer thereon shall be reflected on the MPS Schedule or Fleet Exhibit thereto.

4. ASSESSMENT.

- a. Assessment Agreement. Subject to a separate Assessment Agreement ("Assessment Agreement") which shall be provided to you when you download the DCA, CSA either shall perform, or has performed, a network and system discovery analysis of your IT environment for which MPS are to be rendered. Pursuant to the Assessment Agreement, CSA has used the DCA to identify the components and conditions of your IT environment. CSA may perform an initial walkthrough of your location(s) covered under MPS, in which case you shall identify each networked and non-networked Printer to be covered under an MPS Schedule.
- b. Missing Printers. You are solely responsible for discovering and identifying the required information for all Printers to be covered under an MPS Schedule. Although the DCA may help discover Printers based on detection of activity, idle Printers and Printers with no network connection may not be detected during this discovery process. In the event you identify additional Printers which were excluded from the Fleet Exhibits, additional Printers can be added pursuant to the requirements of MPS using a Fleet Adjustment Form or submitting such request on-line within the myCSA website, along with a printed configuration page for each Printer added. The ending meter reading on the configuration page for each Covered Printer will be the start reading for MPS for such Covered Printer. If a previously unused Printer is added to a Fleet Exhibit, the start reading will zero. If you call for MPS or Consumables for Printers that are not Covered Printers, you will be informed such Printer is not covered since it does not appear in the CSA system.

5. COVERED PRINTERS. Covered Printers shall be added to the applicable Fleet Exhibit as follows:

- a. Fit for Service. Each Printer must meet the following Fit for Service ("Fit for Service") requirements to become a Covered Printer:

Prior to the start of a Printer being added to a Fleet Exhibit the following must be confirmed:

- i. Each Printer must have a minimum of 25% toner remaining in the cartridge.
- ii. Each Printer must have a minimum of 25% life remaining for other consumable maintenance items (fuser kit, maintenance kit, drums, transfer kit, etc.).
- iii. Any Printer displaying a service or supplies alert (error codes, low consumables, etc.) or demonstrating a technical or performance issue (regardless of alert status) must have the condition corrected.
- iv. Any Printer with an image quality issue must have the condition corrected.

Any Covered Printer inadvertently placed on a Fleet Exhibit that does not meet the Fit for Service requirements must have the issues promptly remediated or the Covered Printer shall be removed from the Fleet Exhibit and MPS will no longer be provided for that Printer. You may contact CSA Customer Service to purchase the required Consumables and/or request a service call to remediate technical issues, so the Printer can qualify as a Covered Printer and added to the appropriate Fleet Exhibit.

- b. Standard Plan and Premier Plans. CSA intends to provide MPS for your entire fleet of Printers, however certain models of Printers may not be eligible for Premier Services due to age, geographic location or other reasons determined by CSA. At CSA's discretion, Printers ineligible for Premier Services may be eligible for Standard Services and shall only receive toner cartridges and monitoring services. Each Covered Printer receiving Standard Services will be identified on Exhibit B. Premier Services are set forth in Section 8, which apply to the Covered Printers identified on Exhibit A or Exhibit A -MICR. The Parties may agree to add or remove Covered Printers from time to time during the Term through the use of the Fleet Adjustment Form.
- c. Configuration and Meter Reads. You shall provide CSA with a standard device configuration sheet showing the start meter reading for the Printer(s) when added to a Fleet Exhibit. Otherwise, CSA may compute a start reading for the Printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by CSA. CSA shall automatically collect periodic meter readings from the Covered Printers using the DCA. If CSA does not receive timely meter readings from the DCA or alternatively from you through other means of communication, CSA will estimate the usage on Covered Printers utilizing predetermined average monthly volume information, which are based on CSA standard usage rates by model.
- d. Installation of DCA Software. CSA will work with your IT staff to perform the initial installation of the DCA for networked Printers. CSA will provide all technical support, updates and maintenance for the DCA. The DCA is initially installed on your network for connectivity to networked Printers. A local DCA program must be installed on individual networked computers in order to communicate with non-networked Printers. In CSA's sole discretion, CSA may assist your IT staff to push the local client version of the DCA software for use with any non-networked Printers. It is your responsibility to keep the DCA installed during the Term, including any reinstallation that may be required as a result of a change in your infrastructure or environment, such as when upgrading, replacing or repairing related computers or networks.
- e. Asset Tagging. Each Covered Printer may be tagged with a CSA service tag by a CSA representative. The tag shall include information identifying a Covered Printer, such as the serial # of the printer, the phone # for service and supplies and other relevant information. The tag should not be removed from the Covered Printer during the Term. CSA may mail tags to you for placement on the Covered Printers for additions or remote locations.
- f. Changes. Additions or deletions to Covered Printers on a Fleet Exhibit are made by executing a Fleet Adjustment Form indicating the pertinent information on the specific Printers added or Covered Printers removed from the applicable Fleet Exhibit, or submitting such request on-line within the myCSA website. You must provide a printed configuration page from each added Printer or removed Covered Printer. Changes to the types and quantities of Covered Printers used to calculate pricing on the MPS Schedule may impact the Base Charge, Covered Images and Per Image Charges reflected on an MPS Schedule or the related Fleet Exhibits on a prospective basis.
- g. Unused Consumables. "Unused Consumables" are defined as the original items shipped to you, which:
 - i. were provided to the you by CSA
 - ii. are in the original box, which is unopened and undamaged
 - iii. the contents are sealed and undamaged
 - iv. are deemed resalable, in CSA's sole discretion
- h. Return of Unused Consumables and Restocking Fee. At the expiration or cancellation of the Term, or a significant reduction or change in the number and types of Covered Printers, you shall return all Unused Consumables as instructed by CSA at your expense to CSA within thirty (30) days. CSA may invoice you for any missing Unused Consumables at its standard retail price, and you agree to timely pay for same. A restocking fee of fifteen percent (15%) of CSA's standard retail

price shall be charged for all Unused Consumables returned to CSA, unless the returned Unused Consumable is deemed defective or a restocking fee is prohibited by law.

- i. Shipping Fees. All Consumables will be shipped via UPS Ground or similar service from other carriers (standard shipping method). Charges for each shipment shall be your responsibility and will be billed accordingly. "Shipment" is defined as each delivery (regardless of carrier) with a unique transaction ID. You may also request shipments to be delivered via non-standard shipping methods including, but not limited to: rush, messenger service, overnight, etc. Non-standard shipping will be billed at a premium rate and shall be your responsibility.
- j. Consumables Availability. CSA shall use commercially reasonable efforts to procure Consumables for the Covered Printers. Covered Printers are provided replenishment of Original Equipment Manufacturer ("OEM") or 3rd party manufactured Toner Cartridges, as indicated on the applicable MPS Schedule, for exclusive use with the Printers specified on the related Fleet Exhibit. In the event OEM Toner Cartridges are no longer readily available (for any reason including discontinued by the manufacturer, restricted distribution, exhausted inventory, etc.) CSA shall, at its option, either (i) substitute OEM cartridges with compatible (3rd party) toner cartridges; (ii) substitute comparable printer(s) at your expense; or (iii) cancel the balance of any remaining term of the MPS contract for the affected Covered Printer(s) and refund the unearned portion of any prepaid charges associated with the affected Covered Printers. Maintenance Consumables may be OEM or manufactured by third parties, and if no longer available for any reason as set forth above, CSA shall have the option of (ii) or (iii) herein at its sole option. You shall bear all risk of loss for Consumables.

6. YOUR RESPONSIBILITIES. As a condition precedent to CSA's duties, You agree to comply with the terms of MPS herein, including but not limited to:

- a. The Printers shall meet the "Fit for Service" requirements outlined in Section 5.a. above and shall be in good working condition on the Start Date (as determined solely by CSA in its reasonable discretion.)
- b. You shall provide CSA with an accurate location and printed configuration page for each Covered Printer placed on a Fleet Exhibit. You shall notify CSA if you relocate any Printers from the address indicated on the Fleet Exhibits.
- c. You shall use only CSA approved parts and supplies for the Covered Printers.
- d. You shall have proper electrical and network connections and install and use CSA approved surge protector(s).
- e. You shall provide a key operator responsible for designated duties in the operator's manual and ensure that the proper Consumables are being installed and/or used correctly with the Covered Printers ("Key Operator").
- f. You are solely responsible for security of your electronic and other data.
- g. You must install and keep the DCA installed on your network for networked Covered Printers and locally for non-networked Covered Printers throughout the Term. If the DCA does not communicate with CSA for any reason, you agree to timely provide manual meter readings.
- h. You agree that CSA may use estimated meter readings if it does not receive timely meter reading(s) for any Covered Printer(s) for invoicing purposes, which you agree to pay.
- i. You shall utilize the Fleet Adjustment Form for adding Printers to, or deleting Covered Printers from the Fleet Exhibits.
- j. You acknowledge that CSA will only provide MPS for Covered Printers, and you will only use Consumables in and for the Covered Printer for which they were ordered.
- k. You acknowledge that CSA's ability to deliver the services is dependent upon your full and timely cooperation with CSA, as well as the accuracy and completeness of the information provided by you to CSA.

- i. If you relocates any Covered Printers, you must promptly notify CSA to ensure location information is accurate. You are responsible for de-installing and reinstalling all relocated Covered Printers including installation of the DCA in order to keep the Covered Printers communicating with CSA. Covered Printers relocated outside of CSA's servicing territory may not be eligible to continue to be a Covered Printer.
- j. The Customer Expectations Document and Assessment Agreement found at <https://ess.csa.canon.com/customerdocuments>.

7. TONER CARTRIDGES AND RECONCILIATION

- a. MPS pricing and included Toner Cartridges is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that CSA may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the Expected Print Volume ("EPV") minus the actual print volume reported. The $EPV = \text{actual number of cartridges shipped} \times \text{the toner yield per cartridge} \times 90\%$.
- b. You shall bear all risk of loss, theft or damage to Toner Cartridges, which shall remain CSA's property and any Unused Toner Cartridges shall be returned promptly as set forth in Section 5.h. above.
- c. If, during the first three (3) months of the initial term of any MPS Schedule, the assumptions used to develop the pricing and any related statement of work are found to be incorrect or misstated, the Parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges.

8. PREMIER SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 8 ONLY FOR THE COVERED PRINTERS LISTED ON EXHIBIT A OR EXHIBIT A MICR. SUCH SERVICES ARE SUBJECT TO THE EXCLUSIONS HERINAFTER DESCRIBED.

8.1 COVERED SERVICES.

- a. CSA shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Covered Printers in good working order in accordance with MPS and CSA's normal practice. Such service shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).
- b. You shall afford CSA full, free and safe access to the Covered Printers to perform on-site service. CSA may terminate its maintenance obligations as to any Covered Printers if you relocate it to a site outside CSA's authorized service territory. If, in CSA's opinion, any Covered Printers cannot be maintained in good working order through CSA's routine maintenance services, CSA shall, at its option, either (i) substitute comparable Printers at your expense or (ii) cancel the balance of any remaining term of the applicable MPS Schedule as to such Covered Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by CSA in connection with MPS shall become the property of CSA and you disclaim any interest therein.

8.2 NON-COVERED SERVICE. You acknowledge that CSA shall not have obligations for the Covered Printers related to: i) overhauls and/or reconditioning; ii) user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Covered Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Covered Printers; (v) data erasure or hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than CSA providing Consumables) used or consumed in the normal operations of the Covered Printers ("Excluded Items"). The following services, and any other work beyond the scope of MPS, shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any Maintenance Consumables, (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Covered Printers;

the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems; service performed by personnel other than CSA personnel; transportation of the Covered Printers; accident; use of the Covered Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) re-installation or relocation of Covered Printers; (d) repairs to or realignment of Covered Printers, and related training, necessitated by changes you made to your system configuration or network environment; (e) repairs or service required as a result of inadequate operation of the Covered Printers (e.g., CSA technician is dispatched to rectify a problem described in the operator manual); (f) work which you request to be performed outside of CSA's regular business hours.

9. ADDITIONAL EXCLUSION OF WARRANTIES. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE COVERED PRINTERS AND SOFTWARE (INCLUDING THE DCA OR ANY METER READ COLLECTION METHOD PROVIDED BY CSA). YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MPS DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE COVERED PRINTERS, SOFTWARE, INCLUDING THE DCA OR OTHER METER COLLECTION METHODS.

10. TERMINATION. Should you terminate any MPS Schedule in whole or in part prior to the expiration of the Term other than for a material, uncured breach by CSA, and any terminated Covered Printer is not replaced with a device provided by CSA, you shall immediately pay to CSA all charges then due but unpaid, including any applicable late charges, plus an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges as set forth in Section 7 hereof. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. Early termination charges are due in full immediately with the written termination notice, and are intended as a reasonable estimate of the anticipated damages to CSA arising from set-up, personnel training, parts, labor, and similar costs. Your termination will not be effective until the early termination fee and any excess toner charges are paid in full. Any rights or remedies of either Party existing prior to or as of the date of termination, such as for compensation, shall survive any termination or expiration of any MPS Schedule. You shall promptly return any Covered Printers, software or Consumables owned, controlled or licensed by CSA.

11. MISCELLANEOUS. MPS shall be binding upon you when you execute the initial MPS Schedule, and shall be binding upon CSA upon commencement of MPS. MPS contains the complete agreement between the Parties with regard to MPS and shall, as of the Effective Date thereof, supersede all other agreements, if any, between the Parties relating to the MPS. The Parties stipulate that neither of them has made any representation with respect to the subject matter of MPS or the execution and delivery hereof except such representation as are specifically set forth herein. MPS shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective Parties. Headings are for convenience only and shall not be considered in the interpretation of MPS.

RIDER F

LARGE FORMAT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER F SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

"Consumables" for purposes of this Rider F shall mean toner, developer, and/or inks.

"Equipment" for purposes of this Rider F shall mean, and only apply to Large Format models as identified in the definition of Large Format below.

"Software" for purposes of this Rider F shall mean, and only apply to software provided for use with or by Large Format models as identified in the definition of Large Format below.

"Large Format" for the purposes of this Rider F shall mean PlotWave, ColorWave, imagePROGRAF, Arizona, and Colorado Series hardware, software and accessories.

1.0 LARGE FORMAT MAINTENANCE / TERM / CHARGES.

- a) Maintenance, identified as "Standard Svc Contract" in the "Service Type" section of an Order Schedule when applicable, shall commence upon installation of the Equipment or, if Maintenance is not requested at the time of initial installation, upon certification by CSA, or, at the conclusion of the warranty period, if any, as noted on an Order Schedule. Maintenance will be provided as is specifically set forth in the applicable Order Schedule.
- b) The Order Schedule shall identify the initial Maintenance term when elected and customer may not terminate Maintenance during the initial term. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. If the Order Schedule indicates that Maintenance is provided with a Fixed Price Plan, charges for Maintenance shall not increase during the initial term; and if an Order Schedule indicates that Maintenance is provided with a Standard Price Plan, charges for Maintenance, or any component thereof, including supplies and other materials, are subject to an annual increase of up to ten percent (10%) per year as determined by CSA in its sole discretion. Upon renewal and upon 90 days written notice, charges are subject to an annual increase on each anniversary of the start date.
- c) (i) For the period from the Effective Date to the date that monthly (or quarterly) billing commences for the initial Base Charge Per Unit as set forth on the applicable Order Schedule ("Interim Period"), Customer shall pay CSA an amount equal to the Base Charge Per Unit divided by thirty (30), or if Maintenance Payment frequency is quarterly divided by ninety (90) and multiplied by the number of days in the Interim Period plus Excess Usage Charges ("Excess Usage Charges"). CSA shall invoice the Base Charge Per Unit in advance and shall invoice the Excess Usage Charges and other usage fees (collectively "Maintenance Service Charges") periodically as indicated in the Order Schedule. If applicable, Customer shall provide meter readings by the last calendar day of each month showing the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Usage Charges may be estimated by CSA. Upon receipt of the actual meter reading, CSA shall adjust Customer's account as applicable. IN THE EVENT CSA DETERMINES AT ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND A REASONABLE REQUIREMENT BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON

REASONABLE DEMONSTRATION OF SUCH EXCESS USE BY CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES. In addition to Maintenance Service Charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed in the Order Schedule. Upon written request, CSA can provide Customer a copy of a security white paper describing the Remote Software in more detail.

(ii) Unless otherwise set forth in an Order Schedule, Maintenance charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance charges as listed on the applicable Order Schedule are billed at the frequency noted on the Order Schedule. with Base Charge Per Unit (s) billed in advance and Excess Usage Charges billed in arrears. If Equipment is installed on other than the first of the month, then the period from the install date to the end of the month shall be the "Interim Period". Customer shall pay CSA an amount equal to the applicable Base Charge Per Unit divided by thirty (30) days and multiplied by the number of days in this Interim Period. Excess Usage Charges shall also be invoiced according to the meter reading for this Interim Period. If there are other invoicing requirements, this may result in a longer initial term. After the Interim Period, CSA shall invoice you at the frequency noted on the Order Schedule or, if specified, on a rolling 30-day basis for the number of months indicated on the Order Schedule. For purposes of clarity and by way of example only, if Equipment is installed on December 15th, billing for full calendar months with Interim Period shall be as follows: 12/15 -12/31, 1/1-1/31, 2/1-2/28, 3/1-3/31 and so on. Using the same installation date, rolling 30 day invoicing shall be as follows: 12/15-1/14, 1/15-2/14, 2/15 – 3/14, and so on.

1.1 COVERED SERVICE.

- a) CSA shall provide Customer: (i) CSA's standard preventive Maintenance services ("PM's") in accordance with CSA's standard policies, which includes labor, testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications (the length and frequency of periods of time required for preventive Maintenance will solely be determined by CSA); and (ii) firmware updates, including safety related updates to Software embedded in the Equipment as its operating system and engineering changes, as deemed necessary by CSA; all to be provided during CSA's standard business hours of Monday through Friday 8:30AM to 5:00PM, unless otherwise set forth in the Order Schedule. PMs without supplies shall be identified as "Service Only" in the Contract Type section when applicable. Service on CSA holidays is available with advance notice to CSA and CSA shall bill Customer at its then current hourly rates for holiday service. PM's performed on weekends, holidays or between 5PM and 8:00 AM (at Customer's request) will be billed at CSA's holiday rates in effect at the time of such service.
- b) Customer shall: (i) if required by CSA, allow CSA to store reasonable quantities of Maintenance equipment and/or parts on Customer's premises; (ii) provide a suitable environment for the Equipment in accordance with manufacturer's requirements; (iii) report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable; and (v) promptly inform CSA of any Equipment malfunctions or operating problems. CSA shall retain title to such Maintenance equipment and/or parts. Customer shall NOT interfere with the proper operation of the meter. The Equipment may not perform or produce output at expected quality levels if the environmental requirements are not maintained at all times, and,

pursuant to Section 1.2, CSA is not responsible for repairs required due to Customer's failure to maintain such environment.

- c) If Customer refuses to permit installation of a safety change or removes one already installed, CSA may discontinue Maintenance for all Equipment until the hazard has been corrected. All defective parts replaced during Maintenance shall become the property of CSA. Parts used for repair may be used or remanufactured.

1.2 NON-COVERED SERVICE.

- a) Customer acknowledges that CSA shall not have any obligation related to:
 - (i) provision and installation of optional retrofits;
 - (ii) enhancement of any feature of the Equipment;
 - (iii) services connected with Equipment relocation;
 - (iv) installation/removal of accessories, attachments, or other devices;
 - (v) exterior painting or refinishing of Equipment;
 - (vi) maintenance, installation, or removal of Equipment or devices not provided by CSA;
 - (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner, inks and/or paper;
 - (viii) performance of services necessitated by accident, disaster including effects of water, wind, lightning, terrorism, or negligence;
 - (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment or Software;
 - (x) the use of paper or forms not in compliance with CSA's or the manufacturers specifications;
 - (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected;
 - (xii) services connected to neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications;
 - (xiii) repairs and services required due to Customer's failure to continuously provide a suitable ambient environment in accordance with CSA's requirements;
 - (xiv) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA;
 - (xv) use of inappropriate (or failure to appropriately use) Consumables or parts; or the use of expired Consumables;
 - (xvi) Maintenance or repair services performed by Customer or a third party without written authorization from CSA;
 - (xvii) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA, or;
 - (xviii) data security, hard drive removal.
- b) If, in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render Maintenance under the Agreement and may terminate the Agreement as to such units of Equipment. If repairs or replacements as set forth above are needed due to reasons listed above, CSA's prices to provide any repair or replacement shall be invoiced in accordance with CSA's then current labor, parts, and supply charges. All repairs will be governed by the terms of the Agreement; however, CSA reserves the right to decline to perform such services.

- c) CSA may withdraw any item of Equipment or Software from Maintenance coverage (i) if such Equipment or Software has been removed from CSA's servicing area or (ii) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer may terminate Maintenance in any renewal term upon ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination.

1.3 ORDERING OF SUPPLIES AND OTHER MATERIALS.

Customer orders for Consumables, staples, field replaceable units, expendables or any other supplies or materials normally purchased by Customers (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), Customer shall provide CSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. If Customer requests an emergency shipment of supplies, CSA will ship the supplies at its earliest feasible opportunity. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within ten (10) days of the earlier of (i) receipt of the item or (ii) the invoice date (whichever is applicable).

CSA recommends that Customer place a Consumable replenishment order for one (1) month of production quantity when on-site stock of such Consumable falls below four (4) weeks of inventory. Consumables are not returnable. Inks and toners have shelf lives that vary by product. Expiration dates, if any, are printed on the container. CSA's fulfillment of Consumable orders will be based on maximum Customer inventory levels. CSA may delay shipment of Consumables ordered by Customer in cases where the on-site Consumables inventory exceeds the maximum level of eight (8) weeks of production quantity. To effectively manage Consumables' shelf lives and avoid obsolescence, Customer shall manage Consumables by applicable expiration dates, using oldest Consumables first.

1.4 SOFTWARE SUPPORT; MODIFICATIONS.

CSA will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with CSA's then current published specifications. CSA, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support.

1.5 SOFTWARE REVISIONS.

CSA will make Software revisions available at no charge for Software deemed by CSA as "current" release versions to Customers covered under an active CSA software Maintenance contract. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that CSA classifies as dot releases, meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.) ("Dot Release"). New functionality may be available with Dot Releases and will be offered to Customers at an additional cost. Installation of Dot Releases may, at CSA's sole discretion, be chargeable at CSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Dot Releases are the Customer's sole responsibility.

1.6 NEW SOFTWARE RELEASES.

CSA will make "new" Software releases available to Customers covered under an active CSA software Maintenance contract at an additional cost. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CSA classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1. xx >v2.xx>v3.xx etc.) ("Version

Release"). Installation of Version Releases may, at CSA's sole discretion, be chargeable at CSA's then current hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility. CSA will provide support services for (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if CSA declares end of life for such Software, and then only with at least ninety (90) days prior written notice.

1.7 ITEMS NOT COVERED UNDER SOFTWARE SUPPORT. Support does not include:

- a. administration of servers or database products;
- b. support of Software installed on equipment using "beta" or operating systems not supported by CSA;
- c. resolution of network errors not directly related to Software;
- d. installation, setup or support of third-party products not supported by CSA or software not acquired from CSA; or
- e. updates, upgrades and new releases or versions of third-party products sold with or used in conjunction with CSA Software.

1.8 CUSTOMER SOFTWARE RESPONSIBILITIES.

It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from CSA as a billable service upon request.

1.9 SOFTWARE HELP DESK SUPPORT (not applicable to CSA products under 7x24 service coverage)

If Customer purchases "Remote Help Desk Support", then the following terms are applicable:

- a. CSA provides Remote Help Desk Support via telephone, to access CSA Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday – Friday 8:30AM to 8:00PM ET, excluding CSA holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.
- b. CSA will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

1.10 SOFTWARE LICENSE

- a. CSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for its internal use and to use the documentation in support of Customer's authorized use of the Software for the time period set forth in the Order Schedule or, if no time period is set forth in the Order Schedule, until the Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment. In addition to the Software, the Equipment identified in the Order Schedule may contain other software that is used in connection with the maintenance of the Equipment (the "Maintenance Software"). Customer hereby acknowledges and agrees that the Maintenance Software has been installed for the sole purpose of use by a field engineer or technician authorized in writing by CSA to maintain the Equipment. Customer is not granted, whether by license or otherwise, any right to access or use the

Maintenance Software for any purpose whatsoever, all rights to which are hereby expressly reserved by CSA. Any access or use of the Maintenance Software or any part thereof by Customer or any other person, including any person who purchases the Equipment from the Customer, is strictly prohibited. The Software license granted hereunder may not be assigned by Customer without the written consent of CSA and the payment of an additional license fee by the assignee (or subsequent licensee). No such additional license fee shall be due for Software embedded in the Equipment in the form of firmware.

- b. Software, including all results, information, ideas, data and products of any services provided by CSA (excluding Customer's data throughput) shall be the sole property of CSA or its suppliers and shall be regarded by Customer as Confidential Information of CSA. Customer shall not sell, transfer or otherwise make available the Software or documentation to any third party and shall secure and protect them from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Customer may disclose the Software and documentation to its employees (including contractors and temporary help) only to the extent (a) such disclosure is necessary to enable Customer to use the Software within the scope of the license granted herein and (b) any such parties agree that the Software is CSA's confidential information and agree to protect the Software pursuant to the terms set forth herein. Customer may make one copy of the Software in machine readable form for backup and archival purposes as may be necessary to support Customer's internal use of the Software with the Equipment on which use is licensed. Customer shall not modify, use other than for purposes of the Agreement, reverse engineer, disassemble or decompile any Software in whole or in part. All Software is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Software only with those rights set forth in the Agreement.

2.0 EDUCATIONAL SERVICES SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EDUCATIONAL SERVICES, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA holidays - 8:30 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.
- b) Standard CSA rates apply. CSA rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.
- c) Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.

- d) Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or Software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.
- e) Cancellation/Rescheduling. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, and the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

3.0 EASYPAC II PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES EASYPAC II, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) DEFINITIONS.

- "Excess Charges" means charges in excess of the SmartClick Allowance.
- "Program" means the EasyPac II TDS Black Toner/ PlotWave Black Toner/ ColorWave Toner Pearls Carton Program, identified as "EasyPacII" in the "Contract Type" section on an Order Schedule when applicable.
- "Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of black toner to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule
- "Supplies" means: (i) for PlotWave Equipment, Black Toner; (ii) for ColorWave Equipment, TonerPearls® cartons.
- "Supplies Entitlement" means: in connection with the ColorWave Equipment, the amount of TonerPearls cartons to which Customer is entitled as set forth in the Agreement(s) and/or an Order Schedule

- “SmartClick™” means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- b) **SUPPLIES PROGRAM.** So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Supplies set forth in the applicable Order Schedule, on a scheduled or entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the “Ink or Toner Entitlement” Section of an Order Schedule. Scheduled Supplies for PlotWave models will be shipped directly to the Ship to address set forth in the Order Schedule during the term of such Order Schedule. Supplies for the ColorWave models will be shipped pursuant to Customer’s order and subject to the Supplies Entitlement during the term of the applicable Order Schedule. Supplies may be used solely with the Equipment set forth on the Order Schedule(s). Any additional Supplies that are required beyond the Scheduled Supplies or Supplies Entitlement can be ordered directly from CSA at an additional cost to Customer.
- c) **SUPPLIES SHIPMENT.** For PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the applicable Order Schedule, without Customer’s request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of Supplies is equal to one carton of Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the applicable Order Schedule. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. For ColorWave Equipment and provided Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For ColorWave Equipment, one unit of Supplies is equal to one TonerPearls cartons.
- d) **PRICING.** For PlotWave Equipment: CSA will ship the Scheduled Supplies for the term of the applicable Order Schedule. Additional amounts of Supplies may be required by Customer for excess print volumes or applications based on Customer’s actual usage. Customer is responsible for ordering and paying for Supplies in excess of the Scheduled Supplies. Should Customer require additional Supplies beyond the Scheduled Supplies, CSA will ship such additional quantities to Customer upon acceptance of Customer’s purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over Scheduled Supplies and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This Program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- e) **For Colorwave Equipment – SmartClick Plan:** This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the applicable Order Schedule. If additional Supplies are required by Customer for excess print volumes or applications based on Customer’s actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the excess SmartClick Charge. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer’s consumption and subject to CSA’s approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner.
- f) **TERM.** The term of the Program shall be conterminous with that of the applicable Order Schedule.

- g) MISCELLANEOUS. CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Program solely for its own internal use and not for resale. CSA may refuse shipment in the event that it reasonably believes Supplies are not being used for Customer's internal use. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (RMA) is required prior to any return.

4.0 OPTIMIZE.IT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES OPTIMIZE.IT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

a) DEFINITIONS.

"Optimize.IT Program" means the Optimize.IT PlotWave Black Toner/ ColorWave Toner Pearls Carton Program.

"Scheduled Supplies" means: in connection with PlotWave® Equipment, the fixed amount of CSA Black Toner to which Customer is entitled as set forth in the Agreement(s) and/or an applicable Order Schedule.

"Supplies" means: (i) for PlotWave® Equipment, Black Toner and developer; (ii) for ColorWave Equipment, TonerPearls® cartons.

"Supplies Entitlement" means: in connection with ColorWave Equipment, the amount of TonerPearls Cartons to which Customer is entitled as set forth in the applicable Order Schedule.

"Allowance" means: in connection with the PlotWave® / ColorWave Equipment, the square footage included in each Excess Per Image Charge billing period on the applicable Order Schedule.

- b) OPTIMIZE.IT PROGRAM. So long as Customer is not in default, this Supplies program entitles Customer to the fixed amount of genuine Canon Supplies as set forth in an applicable Order Schedule, on a scheduled or entitlement basis, during the term of the Agreement. When applicable, the Supplies Entitlement included shall be identified in the "Ink or Toner Entitlement" Section of an Order Schedule. Scheduled Supplies for PlotWave Equipment will be shipped to the ship to address set forth in the Agreement on a scheduled basis during the term of the Agreement. Supplies for ColorWave Equipment will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Changes to this Supplies program are valid only upon execution of a new OPTIMIZE.IT Program amendment.

c) SUPPLIES SHIPMENT.

- (i) For PlotWave Equipment, and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the Agreement, without Customer's request or without requiring any documentation or order confirmation from Customer. For PlotWave Equipment, one unit of supplies is equal to one carton of Black Toner. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess Meter Charge. The Minimum Periodic Payment and Excess Usage Charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval,

which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

- (ii) For ColorWave Equipment – SmartClick Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies over the fixed contract quantity are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the Excess SmartClick Charge. The minimum periodic payment and excess SmartClick charges may both include a charge for toner. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
 - (iii) For ColorWave Equipment – Square Foot Plan: Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. Customer will be invoiced separately for such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This Supplies program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- d) EXCESS CHARGES. CSA shall periodically invoice Excess Usage Charges and other usage fees ("Service Charges"). In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), fifty percent (50%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
 - e) TERM. The term of the Optimize.IT Program shall be coterminous with the term of the applicable Lease.
 - f) MISCELLANEOUS. Customers will be charged for all shipping and handling charges associated with expedited shipments, emergency shipments, and special delivery of any order(s) for Supplies. Damaged or short toner or TonerPearls cartons must be noted on the carrier copy of the delivery receipt and reported to Imaging Supplies Customer Service within three (3) business days of delivery in order to obtain credit. Customer is responsible for freight charges associated with returned toner or TonerPearls cartons due to Customer error. Customer must obtain a return Authorization number from Imaging Supplies Customer Service before returning any Supplies. Supplies shipped under the Agreement are for Customer's use only on equipment and may not be resold, traded or otherwise transferred to any third party without the prior written consent of CSA. CSA reserves the right not to ship product for any reason.

5.0 ARIZONA MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) If Customer has purchased Maintenance and such Maintenance is marked on the Order Schedule, Customer may terminate Maintenance upon ninety (90) days prior written notice to CSA. If Customer provides such notice of its intent to terminate, Customer shall be responsible for Maintenance charges, if any, for the period defined on the Order Schedule until the effective date of termination.
- b) The following consumable items for the Arizona Series are excluded from Maintenance and the warranty:
 - (i) Printheads (unless otherwise set forth on the Order Schedule)
 - (ii) Table Vacuum Overlays
 - (iii) UV Lamps & Lamp Filters (except for the Arizona 1300 Series which includes UV Lamps)
 - (iv) Ink Filters

6.0 ARIZONA PREMIA CLASS RECONDITIONED EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES ARIZONA PREMIA CLASS RECONDITIONED EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS OF THIS RIDER F.

- a) Products shipped hereunder, unless otherwise specifically set forth in the Order Schedule may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished, Used or Reconditioned. "Reconditioned" means Equipment previously used by a CSA customer which has been tested to ensure full functionality, print quality and reliability to specifications by CSA service technicians. This process involves the installation of new parts and may also include the installation of used parts at CSA's discretion. Reconditioned Equipment may have minor cosmetic blemishes or other imperfections.
- b) With respect to Reconditioned Equipment, the warranty period for printheads shall be for a period of six (6) months from the date of equipment installation. The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured, Refurbished Equipment or Reconditioned and is conditioned upon Customer giving prompt notice to CSA of any discovered defects; with respect to Reconditioned Equipment, determination of defective printhead is at the sole discretion of CSA Service Technician.

7.0 COLORADO MODELS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES COLORADO SERIES EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) The following consumable items for the Colorado are excluded from the warranty and/or maintenance set forth in the Agreement:
 - (i) Colorado 16xx Knife
 - (ii) Take Up Spindle
 - (iii) Unwind Spindle
- b) **PRINthead INCLUDED CONTRACTS.** If the Customer chooses the Printhead Included contract, the replacing of the printheads will be consistent with the current procedures for the replacement of the other parts within the Colorado. A call must be placed by the Customer to CSA's Customer Service Center and the technician will reach out to the Customer to discuss the issues and determine if there is a critical failure with the suspected head(s). If CSA determined that there is a hard code failure and the machine can no longer calibrate at 430 square feet per hour on CSA's calibration material due to misdirected or blocked nozzles, the technician will order the print head in advance and will schedule it to arrive the following business day. If the technician has the part in stock, they will schedule a visit based on priority of calls. If CSA determines during

the troubleshooting of the printer that the root cause of the printhead failure is a result of Customer actions, it will be the Customer's responsibility to purchase a printhead. Once the printhead is on site, the Customer can place a service call and the Service Technician will respond and install the replacement printhead. Some but not all examples of customer related failures are head strikes (which include damage caused by media), running expired inks, improper printhead maintenance, and incorrectly calibrating media. For the avoidance of doubt, CSA provides no protection or other coverage of a printhead after its warranty period unless Customer chooses the Printhead Included contract.

8.0 COLORADO EZ PRINT PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORADO EZ PRINT PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) Technology Upgrade. For any lease program that is 48 months or longer, Customer will have the option to upgrade to an updated version of Equipment, on any regularly-scheduled Lease Payment date commencing with twelve (12) or less months remaining in the lease contract, subject to sixty (60) days prior written notice to CSA. Customer shall return any and all Equipment to CSA as required to facilitate the Technology Upgrade and will do so in accordance with the terms and conditions of the Agreement.
- b) Service and Supplies. Equipment Service, ink, and print heads are included in the program at no additional charge. Unused Printheads and Inks are the property of CSA and will be returned at the end of the Agreement. Supplies do not include Air Filters, Integrated Knife Assembly, Maintenance Trays, Feed Media Shaft and Take-Up Media Shaft.
- c) Supplies shall be ordered by Customer when needed, and CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon the Equipment's consumption as indicated through the ORS Software and subject to CSA's approval, which shall not be unreasonably withheld. Supplies can only be used for the Equipment listed on the Order Schedule, and CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used solely in the Colorado Equipment set forth on the Order Schedule. This Supplies program does not include media (paper/film/vellum). Reconciliation for overuse of Consumables/Supplies shall be invoiced to and paid by Customer at the rates in effect at the time of such reconciliation and will be calculated based on coverage/use.
- d) In the event that the periodic Allowance is not achieved (the actual net usage for the period is less than the Allowance for the period), one hundred percent (100%) of the unutilized Allowance will be carried forward to the next periodic Allowance.
- e) Replacement of Print Heads during the term of this program shall solely be determined by CSA and, or a CSA authorized service technician.
- f) ORS Software Requirement. The Equipment contains ORS software that allows CSA to access the Equipment remotely ("Remote Software"). Customer authorizes CSA to use the Remote Software to (i) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS (or other) protocol and (ii) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement.

9.0 COLORWAVE TONER BUNDLE PROGRAM SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES THE COLORWAVE TONER BUNDLE PROGRAM, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

- a) Definitions
 - "ColorWave Program" means the ColorWave® Equipment Toner Pearls Cartridge Supplies Program, which shall be identified as "Toner Bundle" in the Contract Type section of an Order Schedule when applicable.

- “Supplies” means TonerPearls® cartridges.
 - “Supplies Entitlement” means the number of units of TonerPearls cartridges to which Customer is entitled as set forth in the Order Schedule.
- b) ColorWave Program. So long as Customer is not in default, the ColorWave Program entitles Customer to the fixed amount of genuine Supplies set forth in the Order Schedule on an entitlement basis. When applicable, the Supplies Entitlement included shall be identified in the “Ink or Toner Entitlement” Section of an Order Schedule. Supplies may be used solely with the ColorWave Equipment set forth on the Order Schedule. Supplies will be shipped pursuant to Customer’s order and subject to the Supplies Entitlement during the term of the Agreement. Any additional Supplies that are required beyond the Supplies Entitlement can be ordered directly from CSA at additional cost to Customer.
- c) Pricing. This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer’s actual usage, Customer is responsible for ordering such additional Supplies. Should Customer require additional supplies beyond the contracted quantities, CSA will ship such additional quantities to Customer upon acceptance of Customer’s purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over the fixed contract quantity and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.
- d) Term. The ColorWave Program shall be automatically renewed for successive one (1) year terms at CSA’s then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance that the Supplies covered under the Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon ninety (90) days prior written notice. For prepaid agreements, CSA will refund or credit the *pro rata* price of the remaining term.
- e) Miscellaneous. CSA may refuse shipment of Supplies if Customer is not current on payments or is in default for any other reason. Customer may order Supplies under the Agreement via Order Schedule and/or amendment solely for its own internal use and not for resale. CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used for the internal use of the Customer or Customer’s end user or if CSA reasonably believes Supplies are not being used solely with the ColorWave Equipment set forth on the Order Schedule.
- f) Returns. Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (“RMA”) is required prior to any return.

10.0 PROCUT EQUIPMENT SUPPLEMENTAL TERMS. IF CUSTOMER’S ORDER SCHEDULE REFERENCES PROCUT EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

a. Definitions:

- “Base Machine” means each model of the following: ProCut Table, Conveyor System, Roll-off Unit, Vacuum Generator, Automatic Router Bit Changer (ARC), ICC Camera, Integrated Tool Initialization Tool (ITI) and PC stand.
- “Consumable Parts” means cutting blades, knives, router bits, cutting underlays, scoring wheels and conveyor belts.

- "ProCut Equipment" means the following: Base Machine, the modules and tool inserts set forth herein and Consumable Parts.
 - "Preventative Maintenance" means testing, adjusting, cleaning and replacement of components scheduled in accordance with the ProCut Equipment service specifications.
 - "Service" means the repair and/or replacement of parts that are determined by CSA to contain manufacturing defects in order to keep the ProCut Equipment in good working order per manufacturer's written specifications provided that repairs can be performed in the field.
- b) **WARRANTY.** CSA shall provide the limited warranty set forth in the General Terms for the term of the warranty as set forth below.
- c) **TERM and EXCLUSIONS.** The terms set forth in this Section 10.0 (c) shall apply solely to the ProCut Equipment. The warranty period for the Base Machine shall be twenty-four (24) months from the date of installation, and the warranty period for modules and tool inserts (as identified below) set forth in any Order Schedule shall be six (6) months from the date of installation. During the applicable warranty period for the ProCut Equipment, CSA shall provide Service for the ProCut Equipment. CSA shall provide such Service during its normal business hours, at no charge, as determined to be necessary upon inspection by an authorized CSA Service Representative. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. Preventative Maintenance and the replacement of Consumable Parts are not covered by this warranty. Ground freight charges for parts covered by warranty are included. Expedited shipping charges of such warranty parts are excluded and will be invoiced to Customer separately. Service may be provided by CSA or a third party subcontracted by CSA.

The six (6) month warranty period noted above only applies to modules & tool inserts with the following descriptions/purposes:

Routing Modules
 Universal Module
 Driven Rotary Tool
 Oscillating Cutting Tools
 Milling Spindles
 Creasing Tools
 Kiss-Cutting Tool
 V-Cut Tool
 Universal Drawing Tool with pen
 Universal Cutting Tool

- d) **POST-WARRANTY PROCUT EQUIPMENT SERVICE.** Upon expiration of the warranty period set forth herein, Customer may purchase Maintenance from CSA for the Base Machine by signing CSA's then-current Maintenance Agreement. Post-warranty Service is not available from CSA for the modules and tool inserts set forth above.

11.0 TC4 SCANNER MODEL TERMS SUPPLEMENTAL TERMS. IF CUSTOMER'S ORDER SCHEDULE REFERENCES TC4 SCANNER EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

The following consumable items for the TC4 Scanner are excluded from Maintenance and the warranty set forth in the Agreement:

<u>Consumable Item</u>	<u>Item Number</u>
Lamp	1060023824
Glass Plate	2954987
Reference Plate	1060010241
Ref Plate Thick Original	1060050272
44" Basic Calibration Sheet	1060021389

12. CONTEX IQ QUATTRO SCANNER MODELS SUPPLEMENTAL TERMS. THE CUSTOMER'S ORDER SCHEDULE REFERENCES CONTEX IQ QUATTRO SCANNER EQUIPMENT, THE FOLLOWING ADDITIONAL TERMS SHALL APPLY TO SAME AND CONTROL OVER THE OTHER TERMS IN THIS RIDER F.

The following consumable items for the Contex iQ Quattro 4400 Series Scanners are excluded from Maintenance and the warranty set forth in the Agreement:

<u>Consumable Item</u>	<u>Item Number</u>
Calibration Sheet	7100021247
Glass Platen	7100021248

RIDER G
MASTER LEASE TERMS

CANON FINANCIAL SERVICES, INC.

14904 Collections Center Dr.

Chicago, Illinois 60693

(800) 220-0200

CFS -1133 (05/22)

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule- Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer") from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon Solutions America, Inc. ("CSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

1. AGREEMENT: CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

2. TERM OF SCHEDULE: Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. CSA has the right to increase service charges subject to the following: (1) If a Lease Schedule indicates a "Fixed" Price Plan, all base copy charges (if any) and all Per Image Charges shall be Fixed for the initial term and shall be subject to increase after the initial term on each anniversary of the Commencement Date thereafter; (2) If a Lease Schedule indicates a "Standard" Price Plan, a) the Base Charges related to copy charges (if any) shall be subject to increase after the initial term on each anniversary of the Commencement Date; and b) the Per Image Charge shall be subject to increase annually on each anniversary of the Commencement Date; and (3) The aforementioned increases in service charges shall not exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. **Customer agrees to advise CSA of the meter readings for the Equipment upon request.** Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

4. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

6. INDEMNITY: Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.

7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. Customer also authorizes CSA to accept on Customer's behalf, and Customer agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data Customer may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of Remote Reporting Agent during the term. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not

the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

9. LOSS; DAMAGE; INSURANCE: Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

10. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.

11. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

12. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating

condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

14. PURCHASE OPTION: A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

15. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.

16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.

17. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

18. WAIVER OF OFFSET: The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

20. MISCELLANEOUS: All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept an electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that electronically

transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

21. APPROVED AFFILIATES AND APPROVED SUBSIDIARIES: From time to time, affiliates and subsidiaries of Customer that meet CFS' credit underwriting standards then in effect (each, an "Approved Affiliate" or "Approved Subsidiary") may enter into Lease Schedules hereunder on the same terms and conditions as if each such Approved Affiliate or Approved Subsidiary was the Customer hereunder. Each of Customer and each Approved Affiliate or Approved Subsidiary shall be jointly and severally liable for the obligations under the Schedule(s) entered into by it pursuant to this Agreement.

22. FISCAL FUNDING (if applicable): This Section 22 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.

**RIDER H
HOME OFFICE PRINT-AS-A-SERVICE PROGRAM**

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER H SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. SUBSCRIPTION PRINTER SERVICES.

(a) This Rider H modifies the terms of the Agreement whereby CSA will provide a printer(s) set forth on the related Order Schedule ("Printer"), Printer Support and the Supply Inclusive Program, both as defined below for each such Printer (all collectively "Printer Services" for purposes of this Rider) for the Initial Term set forth in the Order Schedule ("Initial Term"). Printers will be either "Color Printers" or "B/W Printers" as designated on the Order Schedule. You agree that CSA will provide the Printer Services at the Ship to Location(s) on the Order Schedule ("Location"), and you shall not relocate any Printer from its Ship to Location without CSA's consent. You further agree to accept and pay the number of periodic payments ("Charges") for the Printer Services for the Term as set forth in the Order Schedule. The Printer Services shall be provided pursuant to the Agreement as modified by this Rider H, and the terms of service and/or end user license agreement for the Printer Services. Printer Services shall be considered "Listed Items" under the Agreement. Title to the Printers shall remain with CSA or its assignee, and you shall be responsible for risk of loss or damage to any Printer upon delivery and until it is returned to CSA or its assignee. You acknowledge and agree that CSA may transfer title to the Printers and assign its rights to invoice and collect the Charges and any associated fees to its affiliate, Canon Financial Services, Inc. ("CFS") or its assignee, and you agree to timely make such payments to CFS. Except as aforesaid, CFS does not and shall not assume any obligations under this Agreement.

(b) Printer(s) shall be shipped to the Location(s) of your employees or agents ("Users"). You acknowledge that you have the requisite authority to permit shipment to the Ship To Address. The Printer shall be unpacked and set up by the User. The shipping carton and packing materials should be retained by the User for return of the Printer to CSA or its assignee. Users may access information concerning the Printer Services and their responsibilities at <https://csa.canon.com/printasaservice>.

2. RENEWAL.

(a) Notice Not to Renew. You shall be sent ninety (90) days advance written notice that the Printer Services shall automatically renew for additional one (1) year terms (each a "Renewal Term"). You must provide written notice to CFS not to renew the Printer Services in part or in total within 30 days prior to the end of the Initial Term or each Renewal Term. Notice of non-renewal must be sent by email to customer@cfs.canon.com, or by certified mail or overnight courier to P.O. Box 5008, Mt. Laurel, NJ 08054 Attn: Customer Service.

(b) All Other Notices. Other than notices not to renew set forth on 2(a) above, all other notices hereunder must be in writing detailing all issues, and must be sent to CSA by email to customercare@csa.canon.com, or by certified mail or overnight courier to 300 Commerce Square Blvd., Burlington, New Jersey 08016 Attn: Customer Service, with a copy of any notice of default, breach, request for indemnity, or any other demand or claim against CSA or CFS, by email to legal@csa.canon.com or by certified mail or overnight courier to Senior Vice President, Legal Department, Canon Solutions America, Inc., One Canon Park, Melville, New York, 11747.

(c) The Initial Term and Renewal Term collectively the "Term". During each Renewal Term you shall receive the Printer Support and Printer Supplies as set forth below.

(d) Upon expiration of the Term, you agree to return the Printer as instructed by CSA. CSA may increase pricing during each Renewal Term and may cancel Printer Services during any Renewal Term upon written notice to you, in which case CSA will refund any unearned charges for the balance of the Renewal Term to you.

3. DEFAULT. You shall be in default if you fail to make prompt payment of the Charges within 30 days of the invoice date. CSA may withhold Printer Services in whole or in part until any delinquent payment is received by CSA. CSA may terminate Printer Services in whole or in part upon your default with thirty (30) days' notice to you, unless such default is cured by you within the thirty (30) day period. In the event of your default, you shall promptly return the Printer as instructed by CSA; and CSA may, in its sole discretion and without limiting its other rights and remedies available under applicable law, require you to pay all payments then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the periodic payments of the Charges owed for the Term or Renewal Term. Should you fail or refuse to promptly return the Printer as required by Sections 2(d) or 3, you agree to pay a Charge equal to the fair market value of the Printer, as determined by CSA. You agree that such Charges are reasonable liquidated damages for loss of bargain and not a penalty.

4. WARRANTY OF BUSINESS PURPOSE. You represent and warrant that that the Printer Services will not be used for personal, family or household purposes.

5. PRINTER SUPPORT. You or the User may obtain Printer Support by calling 1-800-OK-CANON (652-2666) using the Printer serial number. Unless otherwise set forth on the Order Schedule,

Color Printer(s) include a three year warranty from Canon, USA, Inc. ("CUSA") which can be found at <https://www.usa.canon.com/internet/portal/us/home/support/details/printers/megatank-inkjet-printers/all-megatank-inkjet-printers/maxify-gx6020/maxify-gx6020-wireless-megatank-small-office-all-in-one-printer?tab=warranty>; and

B/W Printer(s) include a two year warranty from CUSA which can be found at <https://downloads.canon.com/warranty/Warranty-imageCLASS-Exchange-Carryin-2years.pdf> (each a "Warranty").

For the 3rd year of the Initial Term for B/W Printers and each annual Renewal Term for both Color Printers and B/W Printers, Services for the Printers are provided in accordance with eCarePAK Extended Service Plan (the "eCarePAK") provided by CUSA which can be found at <https://shop.usa.canon.com/shop/en/catalog/ecarepak-terms>.

CSA will automatically register you for both the Warranty and the eCarePAK. The terms of the Warranty and eCarePak are incorporated into this Rider and shall solely govern as to the matters contained therein. No other Maintenance terms shall apply to the Printers.

6. SUPPLY INCLUSIVE PROGRAM.

(a) The Printer Services includes replenishment of toner or ink cartridges and drum(s) or maintenance cartridges (collectively "Printer Supplies") for each Printer are as follows (the "Printer Plans"):

If "Standard Plan" is indicated on the Order Schedule for the Printer, two (2) toner cartridges and one (1) drum shall be delivered with the Printer. Thereafter you may order up to four (4) toner cartridges during the Initial Term which are included with the Standard Plan. You will also receive two (2) toner cartridge for each year of the Renewal Term.

If "Plus Plan" is indicated on the Order Schedule for the Printer, two (2) toner cartridges and one (1) drum shall be delivered with the Printer. Thereafter you may order up to nine (9) toner cartridges and one (1) drum during the Initial Term which are included with the Plus Plan. You may also order up to four (4) toner cartridge and one drum for each year of the Renewal Term.

If “Color Ink Standard Plan” is indicated on an Order Schedule for a Color Printer, three (3) black ink cartridges, plus one (1) ink cartridge each of cyan, magenta, and yellow, and one (1) maintenance cartridge shall be delivered with the Printer. Thereafter you may order up to five (5) ink cartridges of any type and two (2) maintenance cartridges during the Initial Term, which are included with the Maxify Standard Plan. You may order up to five (5) ink cartridges of any color and 1 maintenance cartridge for each year of any Renewal Term.

If “Color Ink Plus Plan” is indicated on an Order Schedule for a Color Printer, three (3) black ink cartridges, plus one (1) ink cartridge each of cyan, magenta, and yellow, and one (1) maintenance cartridge shall be delivered with the Printer. Thereafter you may order up to ten (10) ink cartridges of any type and three (3) maintenance cartridges during the Initial Term, which are included with the Maxify Standard Plan. You will also receive may order up to 8 (eight) ink cartridges of any color and two (2) maintenance cartridges for each year of any Renewal Term.

(b) Printer Supplies are to be used solely with the applicable Printer for which it is ordered and provided. Yields for Printer Supplies are based on the manufacturer’s specifications. All Printer Supplies will be shipped directly to the Ship to Address set forth on the Order Schedule during the Term. You agree to pay all applicable taxes and shipping charges for Printer Supplies. Included Printer Supplies must be ordered and used during the Initial Term or Renewal Term for which they are provided.

You may order included or additional Printer Supplies by contacting CSA customer service at 800-355-1390 using the Printer serial number.

(c) Additional toner and ink cartridges, maintenance cartridges and drums beyond those included with the Printer Plan as set forth above may be purchased at CSA’s standard rates. Orders for additional Printer Supplies (and any other supplies such as staples, paper, etc.) (a) must include a valid Customer purchase order number; (b) will be shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA’s preferred carrier(s), Customer shall provide CSA with the carrier’s name and Customer’s account number so that delivery charges will be incurred directly by Customer. “Expedite/Emergency Orders” are any orders, regardless of the shipping method, that per Customer’s request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to the actual delivery charges. Customer is solely responsible for any damage to Printer Supplies after delivery. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within ten (10) days of the earlier of (i) receipt of the item or (ii) the invoice date (whichever is applicable).

Canon Solutions America, Inc. Agreements and Documents

Large Format Solutions (LFS)

Ancillary Form Agreements

Customer Agreement Terms and Conditions

Common Terms

1.0 DEFINITIONS.

- a. **Agreement** means this Customer Agreement and all schedules, amendments, and/or addenda attached hereto or made a part thereof.
- b. **Client Software** means that portion of the Software that resides in, and operates on, the desktop or portable computers in use by Customer or third parties and which provides access to the Server Software and computer system resources shared and used by the Software.
- c. **Confidential Information** means Firmware, Software, Documentation, technical service manuals, service bulletins, databases, customer lists, pricing, results, discounts and/or such other information as is marked as "confidential" by a party hereto.
- d. **Consulting Services** means consulting provided by CSA as relates to the Firmware and/or Software. Consulting Services may be provided by CSA at any time during the term of this Agreement. Consulting Services, if any and the price therefore are set forth on the applicable Customer Agreement Addendum or on a separate statement of work signed by CSA and Customer.
- e. **Consumables** means toner, developer, paper, photoconductor or ink, as the case may be, to be used in conjunction with or for the Equipment.
- f. **CSA** means Canon Solutions America, Inc.
- g. **Customer** means the business entity defined on the Cover Sheet.
- h. **Documentation** means documents and other materials provided to Customer to support use of Equipment and/or Software.
- i. **Educational Services** means training provided by CSA as relates to the Equipment, Firmware and/or Software.
- j. **Excess Charge** means charges in Excess of the Square Foot or SmartClick Allowance specifically set forth on the Cover Sheet.
- k. **Effective Date** means (i) the date the installation is completed; or (ii) for Software which is not installed during the installation of the Equipment, the date the Software is enabled or shipped; or (iii) in the case of conversions or trials, the date specified by CSA.
- l. **Equipment** means printing and/or scanning equipment, including accessories and ancillary equipment each and all of which is identified by model number on the Cover Sheet, excluding NOLI Products.
- m. **Firmware** means software embedded in Equipment in object code form, incidental to operation of the Equipment, licensed by the Equipment manufacturer to Customer or for which CSA has the right to sublicense to Customer.
- n. **Implementation Services** means services relating to the implementation of Firmware and/or Software and which are rendered at or about the time of Equipment installation and may include (but shall not be limited to) review of print applications, validation of hosts and network paths, validation of system configuration(s), and overview of printer/server operation. Implementation Services acquired hereunder, if any, and the costs thereof are set forth on the applicable Customer Agreement Addendum.
- o. **Installation** means the Equipment is ready for commercial operation in accordance with manufacturer's published specifications.
- p. **Installation Site** means the Customer's "Ship To" address specified on the Cover Sheet and to which Customer requests that CSA ship the Equipment or Software. Delivery will be made to the Installation Site.
- q. **Maintenance** means the repair and/or replacement of parts, subassemblies, and Firmware to keep the Equipment, and if applicable NOLI Products, in good working order per manufacturers or CSA's written specifications, as the case may be, provided that repairs can be performed in the field. Parts required for repair may be used or remanufactured in accordance with CSA's specifications. Maintenance may be provided by CSA or a third party subcontracted by CSA.
- r. **NOLI Products** means Non-CSA Listed Items, which may include hardware, software (and specifically Third Party Software), equipment, supplies, service, warranty, network equipment and other items not listed in CSA's price list and as designated on the Cover Sheet or Customer Agreement Addendum. NOLI Products are provided as a convenience to Customers and are not eligible for CSA warranty or maintenance and accordingly Customer waives any claim it might have against CSA for any loss, damages or expenses caused by NOLI Equipment.
- s. **Parts** means all parts certified by CSA as meeting manufacturers' and/or CSA specification, as the case may be, and which are required to provide Maintenance to Products. Such certification requirements shall be determined solely by CSA.
- t. **Product** means Equipment, Consumables, Maintenance, Professional Services, Educational Services and Parts provided hereunder, excluding NOLI Products.
- u. **Professional Services** means collectively Implementation Services, Educational Services and Consulting Services each of which as such services relate to Software acquired hereunder. Professional Services, if any and the rates therefore, are specified in the applicable Customer Agreement Addendum.
- v. **Server Software** means that portion of the Software that resides in, and operates on, the computer systems of Customer which allow access by the Client Software to shared computer system resources, including data files and databases.
- w. **Service Charges** means charges invoiced by CSA for Maintenance Services and/or Software Support and or charges based on use.
- x. **SmartClick™** means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.
- y. **Software** means all computer software programs provided by CSA, whether embedded in Equipment or provided via separate media or download; the Software includes, but is not limited to, Firmware, Software, Third Party Software and software that is set forth in the applicable Customer Agreement Addendum.
- z. **Software Support** means access to CSA support specialists for operator questions, installation support, explanation of Software features and functionality, network connectivity questions, and other software support issues. Software Support includes making available updates, fixes, minor enhancements and improvements to the current version of the Software and/or Firmware and correcting reproducible errors in Firmware or Software which errors are caused by defects in the software. Software Support does NOT include (i) administration of servers or database products; (ii) support of Firmware or Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Firmware or Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Software Support does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with Software.

2.0 This Agreement governs the provision of Products and NOLI Products identified on the Cover Sheet and/or Customer Agreement Addendum and shall be binding on Customer upon Customer's signature and on CSA upon the shipment of the Product or the performance of any Professional Services and/or Maintenance. Once this Agreement becomes effective and legally binding as set forth in this Section, it is non-cancelable. CSA has no responsibility for the decision or effect of the decision of Customer to acquire NOLI Products, even if CSA helps Customer identify, evaluate or select such NOLI Products. Customer and CSA shall sign a separate addendum ("Supplemental Agreement") in connection with the purchase of such NOLI Products.

3.0 EQUIPMENT. Equipment shipped hereunder, unless otherwise specifically set forth in the applicable Equipment Schedule may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished or Used. "New/Newly Manufactured" means Equipment that is newly assembled and which may contain a limited number of used components that have been thoroughly inspected and

tested to assure product performance and reliability specifications. "Factory Produced New Model" means Equipment that has been disassembled, cleaned, refinished and inoperable components replaced with new or used components. Such Equipment is newly serialized Equipment with new features and/or functions. Customer is the first user of this Equipment, which is fully tested to assure product performance and reliability specifications. "Like New" means Equipment previously on trial, used as a demo unit, shown at a trade show or equipment with nominal foot/copy count. All Like New Equipment has been maintained by CSA, has not been pre-owned by any other party and has a nominal foot/copy count from a controlled pre-production environment. "Remanufactured" means Equipment that has been disassembled, cleaned, refinished, inoperable components replaced with new or used components and is fully tested to assure product performance and reliability specifications. "Refurbished" means Equipment that has been under CSA maintenance, has been tested to ensure full functionality and reliability to specifications. "Used" means Equipment that has been maintained under CSA's authorized technical standards. Used Equipment is offered without warranty.

4.0 DELIVERY; RISK OF LOSS; INSURANCE. Delivery dates provided for by CSA are estimates only and CSA shall not be liable for delays in delivery due to causes beyond CSA's reasonable control. Customer is responsible for freight, delivery and rigging charges unless otherwise agreed. Risk of loss shall pass to Customer upon delivery to Customer's loading dock. From the time of shipment until Customer's payment obligations have been satisfied, Customer agrees (a) to give CSA prompt written notice of any damage to or loss of the Equipment or any occurrence arising from the possession, use, or operation of the Equipment resulting in death, bodily injury or damage to property; and (b) to maintain, at its expense, comprehensive general liability and property insurance covering the Equipment in an amount at least equal to the Equipment purchase price.

5.0 TITLE; SECURITY INTEREST; TRADE-IN. Customer agrees to immediately notify CSA in writing of any change in Customer's name or address or jurisdiction of organization, or discontinuance of its place or places of business. Prior to payment being made in full, Customer shall not move the Equipment from the Installation Site without first obtaining prior written consent from CSA. Title to Equipment (except with respect to Software) shall pass to Customer upon payment in full. CSA shall retain a first priority security interest in the Equipment and all proceeds therefrom until all purchase payments due CSA have been made. As security for the payment of all amounts due to CSA, Customer hereby grants to CSA a purchase money security interest in the Equipment and all proceeds thereof (including insurance proceeds). To the extent permitted by applicable law, Customer hereby authorizes CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Equipment including attachments, replacements, substitutions, modifications and additions thereto. Customer represents and warrants that any trade-in equipment is free and clear of all liens and encumbrances of any kind and that marketable title shall vest in CSA upon CSA's receipt of the trade-in equipment. Customer shall be responsible for related freight charges and trade-in equipment shall be packed in accordance with the manufacturer's specifications.

6.0 INSTALLATION AND SITE PREPARATION. CSA shall install the Equipment at the Installation Site. In no event shall Installation be later than thirty (30) days after delivery of the Equipment, except if delay is due solely to CSA. Customer shall be ready to timely receive the Equipment and shall have the area at the Installation Site prepared and ready to receive the unit of Equipment or the Software in accordance with CSA's power, environmental and other requirements prior to its delivery, including appropriate space requirements, providing adequate power, analog phone line(s) and computers and/or network connection(s) (if required for the unit of Equipment), lighting, humidity, HVAC, and security. Installation services may be provided by an independent contractor at CSA's discretion. Installation services include uncrating, unpacking, connection to peripherals, power, communication and other utilities, and rendering the Equipment or Software ready for use. All site preparation, including electrical wiring, air conditioning and necessary permits or approvals, is Customer's responsibility. Unless otherwise specified in the applicable Customer Agreement Addendum, Customer operator training is available from CSA at its training rate in effect at the time of such training pursuant to Section 19.0. Customer must complete a CSA site survey, or equivalent CSA form, prior to installation of any Equipment or Software that will be connected to Customer's computer network. In reliance on this information, CSA will either proceed with the installation, or advise Customer of potential problems that may limit functionality. If such survey has been completed and delivered to CSA, and there are any changes to Customer's computer network or software, any attempts by CSA to remedy such problems will be at its standard charges then in effect, and CSA makes no representation or warranty that it can remedy such problems.

7.0 PAYMENT AND TAXES. Payment of the purchase price and other charges are due thirty (30) days from the date invoiced. Service Charges are billed for full month periods. If Equipment is installed on other than the first of the month, then Service Charges shall be pro-rated from the install date to the end of the month; in addition, use charges shall be charged based on the meter read for the same period. Once per twelve month period, CSA may adjust pricing for Maintenance Service Charges, or any component thereof, supplies and other materials, by a maximum of ten percent (10%). Customer shall pay on demand a late fee equal to the lesser of 1.5% per month or the maximum rate permitted by law, on all overdue payments whether such payments are due prior to or after a notice of default. All payments shall be made at the office of CSA as detailed on the invoice, or at any other place designated by CSA. Customer shall pay or reimburse CSA for all costs of collection (including reasonable attorneys' fees, litigation expenses and court costs) of any overdue amounts. Customer shall pay or reimburse CSA for all license fees, duties, privilege, sales, use, excise, stamp, and other similar taxes and charges now or hereafter imposed upon this transaction or relating to the ownership, sale, use or operation of Equipment (exclusive of franchise taxes or taxes based upon CSA's net income).

8.0 DEFAULT AND REMEDIES.

- a. Any of the following shall constitute a default by Customer ("Default"):
 - (i) failure to pay any amounts when due and such failure remains unremedied for thirty (30) days from the due date; or,
 - (ii) failure to comply with any material provisions or perform any of its material obligations arising under this Agreement or under any other documents or agreements relating to this Agreement, and such failure remains unremedied by Customer for a period of thirty (30) days from any such failure.
- b. Upon any uncured Default, CSA may exercise any one or more of the following remedies (which remedies shall be cumulative):
 - (i) terminate this Agreement and/or any applicable Customer Agreement Addendum;
 - (ii) declare all amounts due from Customer immediately due and payable in full;
 - (iii) secure peaceable repossession and removal of the Equipment by CSA or its agent without judicial process and sell or lease at such place as CSA may deem advisable and CSA may be the purchaser at any such sale;
 - (iv) require Customer to pay all expenses, including reasonable attorney fees and costs, in connection with the retaking, refurbishing, selling or the like of the Equipment;
 - (v) exercise any other right or remedy available to it under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce this Agreement or recover damages for breach thereof. To the extent permitted by applicable law, Customer waives all rights it may have to limit or modify any of CSA's rights and remedies under this Agreement, including but not limited to, any right to require CSA to dispose of the Equipment or otherwise mitigate its damages.

9.0 WARRANTY.

9.1 Equipment Warranty

CSA warrants that on completion of Installation, Equipment will be (i) in material conformance with the manufacturer's published specifications, (ii) qualified for CSA's standard maintenance services; (iii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of CSA. All defective parts replaced under this warranty shall become the property of CSA. If a warranty period is marked on a Customer Agreement Addendum, then warranty shall continue from Installation for the period set forth on such Customer Agreement Addendum. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to reject the Equipment and cancel the affected Customer Agreement Addendum. In no event shall a breach of this warranty give rise to a claim for damages against CSA. CSA's obligation hereunder is limited to the repair or replacement (at CSA's option) of any Equipment, material or part which does not conform to this warranty. The warranty set forth herein does not apply to Used Equipment and is conditioned upon Customer giving prompt written notice to CSA of any discovered defects at the time installation is complete. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer.

9.2 Software Warranty

(a) CSA warrants that upon installation the Software will conform to CSA's then current published specifications, provided the Software is properly installed (if installed by Customer) and used. CSA does not warrant that (i) Software will meet Customer's requirements or that operation of the Software will be uninterrupted or error-free or (ii) that any Software-related services rendered hereunder will result in improvements in Software or in the solution to any problems Customer may encounter in the use of Equipment or Software.

(b) CSA warrants that prior to shipment, (i) CSA has tested the Software using commercially available virus detection programs and no viruses were found and (ii) the Software contains no "time bombs" or other disabling devices except as noted herein. CSA has implemented disabling code to protect Software and Equipment against unlicensed use. Improperly or non-licensed Software will operate only for a limited time, typically thirty (30) days, or will operate in some diminished capacity.

(c) The entire liability of CSA, and the sole remedy of Customer, in the event of breach of any warranty in this Section 9.2 shall be, at CSA's option, (i) CSA's use of commercially reasonable efforts to correct or replace the non-conforming Software within a reasonable period of time after receiving written notice from Customer or (ii) and if those efforts are unsuccessful CSA shall refund the Software License Fee paid by Customer to CSA less a reasonable fee for the period of use (based on depreciation deducted over a five year straight line basis), provided Customer ceases all use of and returns the Software to CSA.

9.3 Service Warranty

CSA warrants that all material and parts furnished pursuant to this Agreement will be in good working order at the time of installation, and CSA's obligation is limited to the repair or replacement of any material or part which does not conform to this warranty. CSA shall have no liability in the event that Customer's acts or omissions contributed to a breach of this warranty in any way to any loss sustained.

9.4 Disclaimer

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CSA PROVIDES NO WARRANTY FOR NOLI PRODUCTS. FOR NOLI PRODUCTS, CUSTOMER MAY RECEIVE A WARRANTY DIRECTLY FROM SUCH PRODUCT OR SOFTWARE VENDOR.

10.0 LIMITATION OF LIABILITY.

(a) NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, DATA, REVENUE OR PROFIT, OR FOR INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR DAMAGES SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY ANY THIRD PARTY INCLUDING CUSTOMERS OF CUSTOMER, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

(b) EACH PARTY'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE LIMITED: (A) WITH REGARD TO EQUIPMENT, TO THE PURCHASE PRICE OF THE EQUIPMENT; (B) WITH REGARD TO SOFTWARE, TO THE LICENSE FEE OF THE SOFTWARE; (C) WITH REGARD TO MAINTENANCE SERVICES, TO AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF MONTHLY MAINTENANCE CHARGES FOR THE RELATED EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO SUCH DAMAGES; AND (D) WITH REGARD TO PROFESSIONAL SERVICES, TO THE AMOUNT PAID FOR THE PROFESSIONAL SERVICES GIVING RISE TO SUCH DAMAGES.

(c) THE LIMITATIONS SET FORTH IN SECTIONS 10 (a) AND 10(b) ABOVE SHALL NOT APPLY TO OR LIMIT THE LIABILITY OF A PARTY FOR: (I) PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY EITHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR (II) FOR CLAIMS ARISING UNDER SECTION 11 ("INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS"), OR (III) ANY VIOLATION BY CUSTOMER OF THE LICENSES GRANTED IN SECTION 12.1 HEREIN.

11.0 INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS. CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and liabilities arising out of the claims of third parties that the Equipment or Software (but specifically excluding Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations. CSA's obligation under this Section is conditioned on Customer's agreement that if such Equipment or Software (except Third Party Software or NOLI Products, or the use thereof), becomes, or in CSA's opinion is likely to become, the subject of such a claim, Customer shall permit CSA, at CSA's option and expense, either to procure the right for Customer to continue using the Equipment or Software or to replace or modify the Equipment or Software so that it becomes non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in CSA's judgment, Customer shall return the Equipment or Software upon the request of CSA. Upon such return, CSA shall refund the applicable Equipment purchase price or Software license fee paid by Customer, less depreciation deducted on a five year straight-line basis. CSA shall have no liability for any claim based upon or any damages attributable to: (i) the combination, operation or use of the Equipment or Software with equipment or software not supplied or authorized in writing by CSA; (ii) modification of the Equipment or Software; or (iii) Equipment or Software made pursuant to specifications furnished by Customer. The foregoing states the entire obligation and liability of CSA with respect to infringement of patents, copyrights or other intellectual property rights. Customer shall indemnify and hold CSA harmless from and against any liability and expense, including reasonable attorneys' fees incurred by CSA in connection with any claim that the Equipment or Software, or any part thereof, custom made pursuant to specifications furnished by Customer infringes any third party's patent, copyright or other intellectual property right.

12. GRANT OF LICENSE; HDD SECURITY; CONFIDENTIALITY

12.1 (a) CSA grants Customer a personal, non-exclusive, non-transferable, limited license to use the Software (in compiled object code form) in the United States solely for internal use and solely in conjunction with the Equipment identified in the Cover Sheet, and to use the Documentation in support of Customer's authorized use of the Software until this Agreement is terminated in accordance with its terms or until Customer ceases using Software with the Equipment, at which time the Software, Documentation and all copies shall be returned to CSA or certified as destroyed. In addition to the Software, the Equipment identified in the Cover Sheet may contain other software that is used in connection with the maintenance of the Equipment (the "Maintenance Software"). Customer hereby acknowledges and agrees that the Maintenance Software has been installed for the sole purpose of use by a field engineer or technician authorized in writing by CSA to maintain the Equipment. Customer is not granted, whether by license or otherwise, any right to access or use the Maintenance Software for any purpose whatsoever, all rights to which are hereby expressly reserved by CSA. Any access or use of the Maintenance Software or any part thereof by Customer or any other person, including any person who purchases the Equipment from the Customer, is strictly prohibited. The Software license granted hereunder may not be assigned by Customer without the written consent of CSA and the payment of an additional license fee by the assignee (or subsequent licensee). No such additional license fee shall be due for Software embedded in the Equipment in the form of firmware.

(b) Software, including all results, information, ideas, data and products of any services provided by CSA (excluding Customer's data throughput) shall be the sole property of CSA or its suppliers and shall be regarded by Customer as Confidential Information of CSA. Customer shall not sell, transfer or otherwise make available the Software or Documentation to any third party and shall secure and protect them from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Customer may disclose the Software and Documentation to its employees (including contractors and temporary help) only to the extent (a) such disclosure is necessary to enable Customer to use the Software within the scope of the license granted herein and (b) any such parties agree that the Software is CSA's confidential information and agree to protect the Software pursuant to the terms set forth herein. Customer may copy the Software in machine readable form for backup and archival purposes only as necessary to support Customer's internal use of the Software with the Equipment on which use is licensed. Customer shall not modify, use other than for purposes of this Agreement, reverse engineer, disassemble or decompile any Software in whole or in part. All Software is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire Software only with those rights set forth in this Agreement.

(c) Upon termination of the License Agreement for Software identified on the Cover Sheet, Customer shall either (i) return the Software and Documentation, and all copies thereof, or (ii) certify to CSA in writing that the Software and Documentation, and all copies thereof, have been destroyed. The license for the various CSA software products listed herein are covered by a one-time license fee for these products. If Customer, however, requests that the Software be re-hosted (the installation of an existing software license onto a different hardware platform which might be either a server or mainframe hardware platform) an additional Software license fee may be due from Customer. In order to receive updates, fixes and enhancements (maintenance) for the CSA software products, Customer must continue to pay the license maintenance fee which is identified in the Cover Sheet. If Customer discontinues paying the license maintenance fee, Customer will not receive maintenance, however, Customer is permitted to use the CSA software solely with the Equipment and "as is" with no obligation on the part of CSA with respect to such use or maintenance. With respect to third party software, CSA is a reseller of such software. Customer's license for such third party software is granted from the third party software provider.

12.2 Hard Disk Drive Security

(a) Customer acknowledges that the hard disk drive ("HDD") on any Equipment may retain images, content, or other data during normal operation of the Equipment ("Data"), and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of its affiliates has an obligation to erase or overwrite Data prior to or upon Customer's return of the Equipment to CSA or any leasing company or other disposition of the Equipment. Customer is solely responsible for determining and implementing the appropriate method for erasing or overwriting Data during the Equipment's use by or on behalf of Customer and upon return of the Equipment to CSA or any leasing company or other disposition of the Equipment.

(b) Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment, (i) if applicable, utilize the HDD formatting (or comparable) function (which may be referred to as "Initialized All Data/Settings" function) which may be found on the Equipment to perform a one pass overwrite of Data or, if this function is not available on Equipment (ii) Customer may purchase from CSA a replacement hard drive (in which case Customer should properly dispose of the replaced hard drive). The replacement hard drive must be requested by Customer in writing at least ten (10) and not more than thirty (30) business days before the Equipment's scheduled removal from Customer's premises.

12.3 Confidentiality. Customer shall maintain the confidentiality of Confidential Information and shall not disclose any Confidential Information to any third party without first having obtained the written approval of CSA. Customer shall not sell, transfer, distribute, disclose or otherwise make available the Confidential Information to any third party and shall secure and protect it from disclosure and shall take such action as is necessary with its employees (including contractors and temporary help) and other persons permitted access to them to satisfy Customer's obligations hereunder. Neither party will use for any purpose, other than performing this Agreement, or disclose to any third party any trade secrets or non-public information of the other party or its affiliates including, but not limited to, marketing information and strategy, marketing models, product information, advertising and promotional copy, pricing information, financial information, customer lists, test results, and all other proprietary information, trade secrets and non-public information. The parties agree to restrict circulation of all of such information within their own organization, except to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law. Upon termination of this Agreement, Customer shall either (i) return all Confidential Information to CSA, including the Documentation, and all copies thereof, or (ii) at CSA sole option, certify to CSA in writing that the Confidential Information, including the Documentation, and all copies thereof, has been destroyed.

13.0 NOTICES; CHANGES. Notices, requests or other communications shall be in writing and delivered by (a) United States first class mail, postage prepaid, and addressed to the other party at the address set forth on the face of this Agreement (or to such other address as such party shall have designated by proper notice), (b) personal delivery or (c) commercial overnight delivery service. Such notices will be deemed to have been given on the date when received or acceptance refused. Each party consents to service of process by certified mail at its address above (or such other address as it shall have designated by proper notice) in connection with any legal action brought by the other party. Customer authorizes CSA to fill in descriptive material in the Schedule (including serial numbers) and to correct any errors under the Agreement or Schedule. Upon reasonable notice, provided there

is no material adverse effect on performance, CSA shall have the right to change design, colors, materials or specifications of Equipment when it deems necessary.

Equipment & Software Maintenance Terms

The following Equipment and Software Maintenance Terms are only applicable if Maintenance is being purchased by Customer under this Agreement.

14.0 MAINTENANCE TERMS AND CONDITIONS. Pricing and the term for Maintenance purchased by Customer is set forth in the applicable Customer Agreement Addendum. The following general terms and provisions apply to any and all Maintenance purchased hereunder:

- a. Corrective Maintenance coverage will be provided as is specifically set forth in the applicable Customer Agreement Addendum. CSA shall provide Customer: (a) CSA's standard preventive maintenance services ("PM's"), including labor and replacement parts to be provided Monday – Friday during CSA's standard business hours of Monday through Friday 8:00AM to 5:00PM (the length and frequency of periods of time required for preventive maintenance will be determined by CSA); (b) corrective maintenance coverage as indicated on the applicable Customer Agreement Addendum, including labor and replacement parts (service on CSA holidays is available with advance notice to CSA and CSA shall bill Customer at its then current hourly rates for holiday service) provided that repairs can be performed in the field; and (c) engineering changes, including safety changes, deemed necessary by CSA. Preventive maintenance includes testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. PM's performed on weekends, holidays or between 5PM and 8:00AM (at Customer's request) will be billed at CSA's holiday rates in effect at the time of such service. If Customer refuses to permit installation of a safety change or removes one already installed, CSA may discontinue maintenance support services for all Equipment until the hazard has been corrected. All defective parts replaced during maintenance shall become the property of CSA. Parts used for repair may be used or remanufactured in accordance with manufacturer's specifications.
- b. Engineering changes, including safety changes, shall be performed as deemed necessary by CSA. If CSA cannot perform a safety modification through no fault of CSA, or, if Customer refuses to permit installation of a safety change or removes any component deemed by CSA as integral to maintaining the safety of the Equipment, CSA may discontinue Maintenance for all Equipment until the problem as identified by CSA is remedied by Customer.
- c. Customer shall: (i) provide CSA full, free and safe access to the Equipment for performance of Maintenance by CSA; (ii) allow CSA to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (iii) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; (iv) if applicable, report to CSA by the last calendar day of each month, the monthly usage according to the meter reading in footage or images as applicable; and (v) promptly inform CSA of any Equipment malfunctions or operating problems.
- d. Customer shall NOT interfere with the proper operation of the meter.
- e. The Maintenance term shall commence upon installation of the Equipment or, if already installed, upon certification by CSA, or, at the conclusion of the Warranty period, if any.
- f. The Customer Agreement Addendum shall identify an initial maintenance term, and Customer shall not terminate maintenance services during the initial term. The initial maintenance term shall begin after the warranty period indicated upon the Customer Agreement Addendum, if no warranty is provided, then upon installation of the Equipment or, if already installed, upon certification by CSA. Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA shall provide Customer with ninety (90) days prior written notice of renewal of maintenance services. CSA may withdraw any item of Equipment or Software from maintenance coverage (i) if such Equipment or Software has been removed from the Installation Site and CSA does not offer maintenance services at the new Equipment location or (ii) if CSA declares end of life for such Equipment or Software, and then only with at least ninety (90) days prior written notice. Customer may terminate Maintenance in any renewal term upon ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination. For any prepaid amounts, CSA shall refund or credit the pro rata amount of the remaining term from the effective date of termination.
- g. CSA shall not be obligated hereunder to provide Maintenance determined by CSA to be necessary due to or caused by, in whole or part: (i) failure to continually provide a suitable environment in accordance with CSA's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with CSA's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (iv) alteration of Equipment, including any deviation from Equipment design, unless previously authorized in writing by CSA; (v) attachment(s) to the Equipment, including connection of devices not supplied by CSA, which cause the Equipment to malfunction, unless previously authorized in writing by CSA; (vi) use of improper, or inadequate use of or failure to use, supplies; (vii) the use of forms and media not in compliance with CSA's paper and media specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from CSA; or, (ix) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by CSA. If in CSA's sole opinion, Equipment has been rendered unrepairable, then CSA may refuse to render services under this Agreement and may terminate this Agreement. If repairs or replacements as set forth above are needed due to causes listed above, CSA's prices to provide any such repair or replacement will: (i) use the current published hourly service rates and minimum charges for the service time, which includes travel and waiting time; (ii) use the current parts and material prices; and (iii) charge for shipping and travel expenses. All repairs will be governed by the terms of this Agreement, however, CSA reserves the right to decline to perform such services.
- h. The following are not within the scope of Maintenance Service or warranty: (i) provision and installation of optional retrofits; (ii) enhancement of any feature of the Equipment; (iii) services connected with Equipment relocation; (iv) installation/removal of accessories, attachments, or other devices; (v) exterior painting or refinishing of Equipment; (vi) maintenance, installation, or removal of Equipment or devices not provided by CSA; (vii) performance of normal operator functions as described in applicable CSA operator manual(s), including, but not limited to, loading of toner, inks and/or paper; (viii) performance of services necessitated by accident, disaster including effects of water, wind, lightning, terrorism, negligence, temperature, inadequate ventilation, power failure, improper electrical power, unauthorized alteration of Equipment, tampering, service by other than CSA, causes other than ordinary use, improper supplies or accessories, the use of non-CSA parts, toner, developer or inks, interconnect ion of Equipment by electrical or electronic, or mechanical means, with incompatible Equipment, or failure to use CSA operating system software; (ix) performance of services necessitated by the introduction of a computer virus or other bug into the Equipment; (x) the use of forms not in compliance with CSA's paper specifications; and (xi) performance of service necessitated by any modification, alteration or any other change whatsoever of Customer's computer system into which the Equipment is integrated or otherwise connected. Maintenance provided by CSA to resolve an exclusion set forth under this

paragraph shall be billed at CSA's (i) then published hourly service rates and minimum charges for service time, including travel and waiting time; (ii) parts and material prices then in effect; and (iii) charges for shipping and travel expenses.

I. Software Support; Modifications

(a) CSA will use reasonable efforts to correct reproducible errors in any current, unaltered release of Software caused by a defect or malfunction which prevents Customer from operating the Software in a manner consistent with CSA's then current published specifications. CSA, in its sole discretion, shall choose the method to correct or replace the Software. These methods may include, but are not limited to, telephone, remote and on-site support. Support of any Software modified by Customer or any third party not authorized in writing by CSA, is not covered by this Agreement. If either Customer or a third party modifies the Software and, in CSA's sole opinion, such modification affects the performance of the Software, Customer shall pay CSA, at CSA's then applicable rates, for all resulting support services.

(b) CSA will make Software revisions available at no charge for Software deemed by CSA as "current" release versions to Customers covered under an active CSA software maintenance contract. Software revisions shall be defined as enhancements, modifications, updates, and improvements to the Software that CSA classifies as dot releases, meaning the Software revision code changes only in the fractional portion of the program level (i.e. v1.20 >v1.25> v1.41, etc.) ("Dot Release"). New functionality may be available with Dot Releases and will be offered to Customers at reasonable prices. Installation of Dot Releases may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Dot Releases are the Customer's sole responsibility.

(c) CSA will make "new" Software releases available to Customers covered under an active CSA software maintenance contract at reasonable upgrade prices. New Software releases are defined as those enhancements, modifications, updates, new functionality and improvements that CSA classifies as a "version release", meaning the whole number portion of the Software version changes (i.e. v1.xx >v2.xx>v3.xx etc.) ("Version Release"). Installation of Version Releases may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. In addition, the cost of any server hardware modifications/upgrades required to run the Version Release are the Customer's sole responsibility.

(d) Support does not include (i) administration of servers or database products; (ii) support of Software installed on equipment using "beta" or operating systems not supported by CSA; (iii) resolution of network errors not directly related to Software; or (iv) installation, setup or support of third party products not supported by CSA or software not acquired from CSA. Maintenance does not include updates, upgrades and new releases or versions of third party products sold with or used in conjunction with CSA Software. CSA will provide support services for (a) the latest Software Version Release (e.g.v5) following the date it is made generally available and (b) for the immediately prior Version Release (e.g. v4) during the twelve (12) month period following the date the latest Software Version Release (v5) is generally available. Software support shall terminate if CSA declares end of life for such Software, and then only with at least ninety (90) days prior written notice.

(e) It is the responsibility of Customer to make and maintain adequate backups of data and configuration of Software. CSA shall not be liable for any losses (of data or productivity or of any other kind) resulting from rebuilding or reconfiguring Software to the original, factory configuration. Reloading, rebuilding and reconfiguring of server software may, at CSA's sole discretion, be chargeable at CSA's then published hourly Professional Services rates with minimum charges for service time, including travel and on-site wait time. Purchase and administration of anti-virus software is Customer's responsibility. Assistance for installing and maintaining anti-virus software is outside the scope of standard support but is available from CSA as a billable service upon request.

15.0 ORDERING OF SUPPLIES AND OTHER MATERIALS. Customer orders for supplies, staples, field replaceable units, consumables, expendables or any other materials normally purchased by Customers (a) must include a valid Customer purchase order number; (b) are shipped to Customer FOB destination; and (c) are subject to a twenty percent (20%) restocking fee if accepted for return by CSA pursuant to its Material Return Authorization (MRA) procedure. If Customer requires a carrier other than CSA's preferred carrier(s), Customer shall provide CSA with the carrier's name and Customer's account number so that delivery charges will be incurred directly by Customer. "Expedite/Emergency Orders" are any orders, regardless of the shipping method, that per Customer's request, must be shipped on the same day as ordered and such Expedite/Emergency Orders are subject to the actual delivery charges. Claims for defective items, item shortages and invoice discrepancies as well as notification of both lost shipments and in transit damage to items (not otherwise accepted by Customer) must be provided to CSA within thirty (30) days of (i) receipt of the item or (ii) the invoice date (whichever is applicable).

16.0 MAINTENANCE SERVICE CHARGES. For the period covering the Effective Date to the date that monthly billing commences for the first Minimum Maintenance Payment set forth on the applicable Customer Agreement Addendum ("Interim Period"), Customer shall pay CSA an amount equal to the Minimum Maintenance Payment divided by 30 and multiplied by the number of days in the Interim Period. CSA shall invoice the Minimum Maintenance Payment in advance and shall invoice the Excess Meter Charges and other usage fees ("Maintenance Service Charges") periodically as indicated on the Customer Agreement Addendum. If applicable, Customer shall provide meter readings by the last calendar day of each month showing the monthly usage by a CSA approved method. Should such meter readings not be provided in a timely fashion, Excess Meter Charges may be estimated by CSA. When supplies are included in the Minimum Maintenance Payment, Customer is entitled to the amount of toner which, on average, covers five percent (5%) of the media unless another coverage rate is specified in an applicable program or document. IN THE EVENT CSA DETERMINES AT ITS SOLE DISCRETION THAT CUSTOMER HAS ORDERED CONSUMABLES BEYOND A REASONABLE REQUIREMENT BASED ON INDUSTRY ACCEPTED CLICK VOLUME MEASUREMENTS, CSA MAY, IN ITS SOLE DISCRETION, UPON REASONABLE DEMONSTRATION OF SUCH EXCESS USE BY CUSTOMER, BILL CUSTOMER THE LIST PRICE OF THE EXCESS CONSUMABLES. Notwithstanding any other provision herein and in addition to Maintenance Service charges, CSA may assess a fuel surcharge ("Fuel Surcharge") to offset increases in fuel expenses. The Equipment may contain software that allows CSA to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes CSA to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. Customer hereby requests that CSA enable the Remote Software on the Equipment listed on the Cover Sheet and/or Customer Agreement Addendum.

17.0 Software Help Desk Support (not applicable to CSA products under 7x24 service coverage)

If product support is made available through the purchase of "Remote Help Desk Support", then the following terms are applicable:

(a) CSA provides Remote Help Desk Support via telephone, to access CSA Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday – Friday 8:30AM to 8:00PM EST, excluding holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.

(b) CSA will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the CSA Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

Professional Services Terms

18.0 All Professional Services provided hereunder shall be set forth on the applicable Customer Agreement Addendum. A statement of work ("Statement of Work") may be signed by Customer prior to commencement of any Professional Services. The Statement of Work shall include the completion date (if applicable), total cost, a description of the work to be performed, acceptance criteria (if applicable) and maintenance charges (if applicable). All work product created under a Professional Services statement of work and all ideas, improvements, know-how, discoveries, and techniques including without limitation, computer programs, routines and code, developed in connection with Professional Services shall be owned by CSA. CSA grants to Customer a personal, non-exclusive, non-transferable royalty-free limited license to use such work product in the United States solely for internal use and solely in conjunction with the Equipment identified in the applicable Customer Agreement Addendum.

Educational Services Terms

19.0 All Educational Services shall be set forth on the applicable Customer Agreement Addendum. The following terms are only applicable if Educational Services are purchased and apply to any and all Educational Services purchased hereunder:

a. Educational Services are offered to Customer by CSA in the form of training sessions and are provided during CSA's standard business hours (Monday through Friday excluding CSA recognized holidays - 8:30 AM to 5:00 PM local time) unless Customer purchases after hour on-site training at additional cost. Training may take place at a CSA central training facility or at Customer's site as determined by CSA and Customer. Each training session is a one-time event or a one-time visit. Customers are charged separately for each training session. The composition and duration of each training session is determined solely at CSA's discretion.

b. Unless otherwise set forth in a writing signed by both parties, standard CSA published rates apply. CSA published rates are subject to change without notice. Customer is responsible for Customer's travel and lodging expenses. CSA will bill Customer, and Customer agrees to pay, CSA's reasonable travel, hotel and other reasonable expenses in connection with Customer on-site training sessions.

c. Training materials for each training session are provided to Customer and/or Customer's registrants as set forth under CSA's then current policy. Such training materials are CSA Confidential Information.

d. Unless otherwise agreed in writing, Educational Services must be completed within sixty (60) days after the date of Installation. In the event Educational Services are not completed within this time period and provided the delay is not due to CSA, Customer's Educational Services shall automatically terminate with no further obligation on the part of CSA, in which case Customer shall not be entitled to a refund. Monies paid towards a training session in connection with a specific model of Equipment or software is not transferrable to any other model of Equipment or software and may not be used by Customer to pay for any other Equipment, Maintenance, Professional Services or training offering.

e. Cancellation/Rescheduling. (i) CSA may cancel an on-site training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. If a training session is cancelled by CSA and CSA and Customer do not agree to reschedule such session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such cancellation. (ii) CSA may reschedule a training session by providing notice to Customer no less than five (5) business days prior to the scheduled date of training. CSA is not responsible for any expenses incurred by Customer or Customer's registrant in connection with such rescheduling. (iii) Upon written notice to CSA received no less than five business days prior to the date of a scheduled training session, Customer may cancel such training session and receive a full refund of Customer's purchase price for such training session; or, Customer may reschedule such training session at a mutually agreeable time and place. If CSA and Customer do not agree on dates and location for a rescheduled session, upon request of Customer, CSA will refund the purchase price for the cancelled training session. In the event that CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (iv) Monies received for a training session, and the cancellation notice of which is received by CSA within five business days of the scheduled date for such training session, are not refundable. However, CSA may, within its sole discretion, apply such monies to a rescheduled training session. In any event, to the extent CSA has incurred any non-refundable costs or expenses, such as travel, lodging and related expenses, in anticipation of such training session, Customer shall reimburse CSA for such costs and expenses. (v) CSA is not obligated to refund any monies paid for registrants not attending any scheduled training session.

MISCELLANEOUS

20.0 MISCELLANEOUS. This Agreement shall constitute the entire agreement between Customer and CSA with respect to Equipment, services and software. Any variance from or additions to the terms and conditions of this Customer Agreement, or any Customer Agreement Addendum(s), amendments, schedules or addenda, in any purchase order or other written notification from Customer will be of no effect. This Agreement may not be assigned by Customer without the written consent of CSA and shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. CSA shall have no duty or obligation whatsoever to verify or inquire as to the validity, execution, signer's authority, or any other matter concerning the propriety of the facsimile or electronic transmission. This Agreement may not be modified or amended except in writing, signed by the parties hereto and no waiver shall be effective unless in writing, signed by the party to be charged. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. No action regardless of form arising out of this Agreement or any Schedule may be brought by either party more than one (1) year after the cause of action has arisen. Except for obligations of payment, neither CSA nor Customer shall be liable for nonperformance caused by circumstances beyond their control, during the time such circumstances exist including, but not limited to, work stoppages, floods, and Acts of God. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof. This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW RULES. Each party expressly and irrevocably agrees: (a) that any and all legal disputes whatsoever concerning this Customer Agreement and any Customer Agreement Addendum(s), amendments, schedules or addenda entered into hereunder, must be brought in the State or Federal courts located in New York, New York and that such courts shall have the exclusive jurisdiction and authority to resolve such disputes; (b) to submit to the jurisdiction of the State and Federal courts located in New York, New York, for purposes of resolving legal disputes concerning this Agreement and any Schedules entered into hereunder, and to waive any and all objections to personal jurisdiction and/or to venue; and (c) to waive any right to trial by jury in legal disputes concerning this Agreement and any amendments, schedules or addenda entered into hereunder.

Canon Solutions America, Inc.
Océ Arizona Series
Amendment

CSA Origination office: 100 Park Blvd, Itasca, IL 60143

CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer:	
Contract No:	

Océ Arizona Series Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The following language is added as the last sentence of Section 9 of the Agreement:

If Customer has purchased Maintenance and such Maintenance is marked on the Cover Sheet, Customer may terminate Maintenance upon ninety (90) days prior written notice to CSA. If Customer provides such notice of its intent to terminate, Customer shall be responsible for Maintenance charges, if any, for the period of coverage up until the effective date of termination.

2. Section 14(f) of the Agreement is deleted in its entirety and replaced with the following language:

(i) Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term.

(ii) CSA may notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Océ Products covered under this Agreement will not be renewed.

(iii) Customer may terminate Maintenance during the initial term or in any renewal term upon ninety (90) days prior written notice. If Customer provides such notice of its intent to terminate, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination.

3. The following language is added at the end of the Agreement as new Section 21.0.

21.0. OCÉ ARIZONA SERIES EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

a. The following consumable items for the Océ Arizona Series are excluded from the warranty set forth in Section 9.0 of the Agreement:

Consumable Item

Printheads (unless otherwise set forth on the Cover Sheet)
Table Vacuum Overlays
UV Lamps & Lamp Filters
Ink Filters

b. The following consumable parts for the Océ Arizona Series are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

Consumable Part

Printheads (unless otherwise set forth on the Cover Sheet)
Table Vacuum Overlays
UV Lamps & Lamp Filters
Ink Filters

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA. For an additional charge, Customer may obtain replacement coverage for up to one printhead during the warranty period or per year under the maintenance agreement. Purchasing coverage does not entitle customer to replacement of printhead unless replacement is required in order to maintain the equipment to published specifications. Such additional coverage must be specifically set forth in the Customer Agreement and/or Maintenance Agreement with a corresponding line item charge.

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.
Océ Arizona Series Premia Class Field Reconditioned Equipment
Amendment

CSA Origination office: 100 Park Blvd, Itasca, IL 60143

CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer:	
Contract No:	

Océ Arizona Series Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

This amendment applies to Premia Class Field Reconditioned Equipment only.

1. The following language replaces the first sentence of Section 3 of the Agreement:

"Products shipped hereunder, unless otherwise specifically set forth in the Cover Sheet or Customer Agreement Addendum may, in CSA's sole discretion, be New/Newly Manufactured, Factory Produced New Model, Like New, Remanufactured, Refurbished, Used **or Field Reconditioned**."

2. The following sentences are added as the last sentences of Section 3 of the Agreement:

"Field Reconditioned" means Equipment previously used by a CSA customer that has been de-installed, bagged, and crated by CSA service technicians and installed at Customer's site, where the Equipment is tested to ensure full functionality and reliability to specifications by CSA service technicians for print quality. This process involves the installation of new parts, and may also include the installation of used parts at CSA's discretion. Field Reconditioned Equipment may have ink stains, dents, and printhead nozzles that do not function.

3. The fourth sentence of Section 9 of the Agreement is amended by adding the following:

"with respect to Field Reconditioned Equipment, the warranty period for printheads shall be for a period of six (6) months from the date of equipment installation."

4. The following language replaces the eighth sentence of Section 9 of the agreement:

"The warranty set forth herein applies only to New/Newly Manufactured, Factory Produced New Models, Remanufactured, Refurbished Equipment or Field Reconditioned and is conditioned upon Customer giving prompt notice to CSA of any discovered defects; with respect to Field Reconditioned Equipment, determination of defective printhead is at the sole discretion of CSA Service Technician."

5. Section 14(f) of the Agreement is deleted in its entirety and replaced with the following language:

(i) Maintenance shall be automatically renewed for successive one (1) year terms at CSA's then-current charges and under the terms and conditions herein unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term.

(ii) CSA may notify Customer ninety (90) days in advance of the time of renewal that Maintenance for specific Océ Products covered under this Agreement will not be renewed.

(iii) Customer may terminate Maintenance during the initial term or in any renewal term upon ninety (90) days prior written notice. If Customer provides such notice of its intent to terminate, Customer shall be responsible for the charges for the period of coverage up until the effective date of termination.

4. The following language is added at the end of the Agreement as new Section 21.0.

21.0. OCÉ ARIZONA SERIES PREMIA CLASS FIELD RECONDITIONED EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

a. The following consumable items for the Océ Arizona Series Premia Class Field Reconditioned Equipment are excluded from the warranty set forth in Section 9.0 of the Agreement:

Consumable Item

Table Vacuum Overlays
UV Lamps & Lamp Filters
Ink Filters

b. The following consumable parts for the Océ Arizona Series Premia Class Field Reconditioned Equipment are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

Consumable Part

Printheads
Table Vacuum Overlays
UV Lamps & Lamp Filters
Ink Filters

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA.

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____



ACKNOWLEDGEMENT / ACCEPTANCE COPY

Dear Customer:

Océ Remote Services (also known as ORS) is a service diagnostics tool which is designed to reduce service visits, shorten service resolution times and minimize downtime.

Océ has incorporated several security measures, controls and user interaction aspects in the development of the Océ Remote Service functionality:

- Customer is in control as they determine when and if Canon is allowed to connect remotely to the target device.
- Océ Remote Service only retrieves printer device information and no information about customer documents. Printer device information is secured with a password prior to transmission to Canon.
- It is possible for a customer using Océ Remote Service to see a history of the information that has been sent to Canon.
- Océ Remote Services uses Industry Standard HTTPS connection methods for all communication between the device and the Canon back-office.

Data traffic between your location and Canon (from Océ system to Canon service back-office) is mainly outbound, except when a Remote Assistance session is ongoing. In the latter case you are always in control and can initiate or turn-off the remote session at your own discretion. Please see attached ORS white paper for more details on ORS.

Please sign and return the attached copy of this letter marked "Acknowledgement / Acceptance Copy" as an indication that you authorize Canon Solutions America, Inc. "CSA" to use the Remote Software to (a) receive software updates and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and (b) store and analyze such data solely for CSA's own purposes related to servicing the Equipment and for product improvement. You hereby requests that CSA enable the Remote Software on the Equipment listed below;

ORS will be enabled on the following Equipment at your location:

All Océ Colorado 1640 Printer(s)
Future Océ Colorado Printers

I hereby authorize CSA to use Océ Remote Services software as described herein.

Company _____
By _____
Title _____
Date _____

Please send original signed form to:
Carol Knopf
100 Park Blvd, Itasca, IL 60143
cknopf@csa.canon.com

Canon Solutions America, Inc.
Océ Colorado 1640
Amendment

CSA Origination office: 100 Park Blvd, Itasca, IL 60143
CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer:	
Contract No:	

Océ Colorado 1640 Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1.

1. The following language is added at the end of the Agreement as new Section 21.0.

21.0. OCÉ COLORADO 1640 EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

a. The following consumable items for the Océ Colorado 1640 are excluded from the warranty set forth in Section 9.0 of the Agreement:

Consumable Item

Printheads
Colorado 16xx Knife
Take Up Spindle
Unwind Spindle

b. The following consumable parts for the Océ Colorado 1640 are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

Consumable Part

Printheads
Colorado 16xx Knife
Take Up Spindle
Unwind Spindle

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA. For an additional charge, Customer may obtain replacement coverage for up to one printhead during the warranty period or per year under the maintenance agreement. Purchasing coverage does not entitle customer to replacement of printhead unless replacement is required in order to maintain the equipment to published specifications. Such additional coverage must be specifically set forth in the Customer Agreement and/or Maintenance Agreement with a corresponding line item charge.

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.
Contex Quattro Scanner
Amendment

CSA Origination office: 100 Park Blvd, Itasca, IL 60143
CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer:	
Contract No:	

Contex Quattro Scanner Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The following language is added at the end of the Agreement as new Section 21.0.

21.0. CONTEX QUATTRO SCANNER EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

- a. The following consumable items for the Contex Quattro Scanners are excluded from the warranty set forth in Section 9.0 of the Agreement:

Consumable Item

Calibration Sheet
Glass Platen

- b. The following consumable parts for the Contex Quattro Scanners are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

Consumable Part

Calibration Sheet
Glass Platen

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA.

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.

Canon imagePROGRAF printer Amendment - LFS

CSA Origination office: 5450 Cumberland Avenue Chicago IL 60656
CSA Administrative office: 5450 Cumberland Avenue Chicago IL 60656

Customer:	
Customer #	

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF AGREEMENT # _____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment. In the event that this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall control.

Definitions:

- "Canon Equipment" means the model(s) of the Canon imagePROGRAF printer(s) set forth on the Cover Sheet.
- "Canon Products" means the software, consumables, accessories and/or parts used in connection with the Canon imagePROGRAF Equipment and set forth on the Cover Sheet and/or Customer Agreement Addendum.

1. The terms set forth in this Amendment shall apply only to the Canon Equipment and/or the Canon Products:
2. For the Canon Equipment and/or the Canon Products, in lieu of Section 9.0 of the Agreement, the terms of the imagePROGRAF LARGE FORMAT PRINTER LIMITED WARRANTY ("Canon Printer Limited Warranty") shall be the sole warranty in connection with the Canon Equipment and/or Canon Products (except for printheads used with the Canon Equipment), and the terms of the imagePROGRAF PRINthead LIMITED WARRANTY ("Canon Printhead Limited Warranty") shall be the sole warranty in connection with printheads used with the Canon Equipment. If Customer purchases an extension of the Canon Printer Limited Warranty and/or the Canon Printhead Limited Warranty, the term and cost thereof is set forth on the Cover Sheet and/or the Customer Agreement Addendum. If Customer has not purchased an extension of the Canon Printer Limited Warranty and/or the Canon Printhead Limited Warranty maintenance services may be made available to Customer on a time and materials basis at CSA's then-current rates.
3. If Customer self installs the Canon Equipment, Customer is responsible for all installation services, including uncrating, unpacking, connection to peripherals, power, communication and other utilities and rendering the Canon Equipment and/or any Canon software ready for use. All site preparation described herein is the responsibility of the Customer.
4. The following language is added immediately after the first sentence of Section 7, (PAYMENT AND TAXES), of the Agreement:

If Customer self installs the Canon Equipment, CSA will invoice Customer upon shipment of the Canon Equipment and payment is due thirty (30) days from the date invoiced.
5. The first sentence of Section 11 (INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS) of the Agreement is deleted in its entirety and the following language is added as the new first sentence of Section 11:

CSA agrees to defend Customer against and hold Customer harmless from, claims, costs (including reasonable and necessary attorney fees), damages, demands judgments and

liabilities arising out the claims of third parties that a Product (but specifically excluding Canon Equipment, Canon Products, Third Party Software and NOLI Products) infringes such third party's United States patent, copyright or other intellectual property right and CSA agrees to pay the resulting costs, damages and attorneys' fees finally awarded, provided that Customer promptly notifies CSA in writing of the claim and fully cooperates with CSA and CSA has sole control of the defense and all related settlement negotiations.

6. Section 14.0 (MAINTENANCE TERMS AND CONDITIONS) and Section 16.0 (MAINTENANCE SERVICE CHARGES) of the Agreement are hereby deleted in their entirety.

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on CSA until accepted by CSA.

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

**Canon Solutions America, Inc.
DGEN/Media One Amendment**

CSA Origination office: 100 Park Blvd., Itasca, IL 60143
CSA Administrative office: 100 Park Blvd., Itasca, IL 60143

Customer:
Contract No:

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # _____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The terms set forth in this Amendment shall apply only to the DGEN/Media One Products.
2. For the DGEN/Media One Products, in lieu of Section 9.0 of the Agreement, the following terms shall apply:

Media One Product Warranty:

I. Manufacturer warrants that Product(s) and parts thereof delivered hereunder will meet the applicable Specifications for such Product(s) and shall be free from defects in material and workmanship for a period of twelve (12) months from the date of completion of installation at End User's location. If, during such twelve (12) month period, Manufacturer is notified of any defect in the Product, then Manufacturer shall, within ten (10) days of notification thereof and at End User's option, either repair, replace or credit End User for such Product. Manufacturer shall deliver replacement Product under this warranty to End User or End User's designated customer transportation prepaid. Problems with the Product that are caused by improper maintenance by End User or End User's negligence shall not be covered by this warranty.

II. Manufacturer shall not be responsible for any End User losses relating to consumables (e.g., fabric, chemicals, etc.) or other wasted products caused by or relating to any defect with any Product or otherwise. Further, End User shall provide all consumables necessary to perform maintenance/service. Manufacturer will have no financial or other responsibility (including replacement) regarding any reasonable amount of consumables used or lost in connection with maintenance/service, testing and/or installation.

III. THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

Customer Authorized Signature	CSA Authorized Signature
Company Name:	Date:
Authorized Signature:	Accepted by:
Name (print):	Name (print):
Title: Date:	Title:

Canon Solutions America, Inc.

Easy Pac II Amendment

CSA Origination office: 100 Park Blvd. Itasca, IL 60143

Customer:

CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer #

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # _____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

Definitions

- "Excess Charges" means charges in excess of the SmartClick Allowance.
- "Program" means the Océ EasyPac II Océ TDS Black Toner/Océ PlotWave Black Toner/ Océ ColorWave Toner Pearls Cartridge Program.
- "Scheduled Supplies" means: in connection with Océ TDS Equipment and Océ PlotWave Equipment, the fixed amount of Océ Black Toner to which Customer is entitled as set forth in the Agreement(s) and/or this Amendment.
- "Supplies" means: (i) for Océ TDS Equipment and Océ PlotWave® Equipment, Océ Black Toner; (ii) for Océ ColorWave Equipment, Océ TonerPearls® cartridges.
- "Supplies Entitlement" means: in connection with the Océ ColorWave Equipment, the amount of Océ TonerPearls cartridges to which Customer is entitled as set forth in the Agreement(s) and/or this Amendment.
- "SmartClick™" means a CSA proprietary measurement derived from (1) the amount of toner used; plus (2) the area of media used, for each application printed on the Equipment.

Supplies Program

So long as Customer is not in default, the Program entitles Customer to the fixed amount of genuine Océ Supplies set forth in the Agreement and/or this Amendment, on a scheduled or entitlement basis. Scheduled Supplies for Océ TDS Equipment and Océ PlotWave Equipment will be shipped directly to the Ship to address set forth on the Cover Sheet during the term of the Agreement. Supplies for the Océ ColorWave Equipment will be shipped pursuant to Customer's order and subject to the Supplies Entitlement during the term of the Agreement. Supplies may be used solely with the Equipment set forth on the Cover Page and/or Customer Agreement Addendum. Any additional Supplies that are required beyond the Scheduled Supplies or Supplies Entitlement can be ordered directly from CSA (toll free at 800-323-4827) at additional cost to Customer.

Equipment and Annual Allowance or Estimated Print Quantities

Printer Model: _____

Annual Allowance or Estimated Print _____

Quantity: _____

Supplies Shipment

A. For Océ TDS Equipment or Océ PlotWave Equipment and provided Customer is not in default: Supplies shipments will be automatically shipped and will continue for the full term of the Agreement, without Customer's request or without requiring any documentation or order confirmation from Customer. For Océ TDS Equipment and for Océ PlotWave Equipment, one unit of supplies is equal to one carton of Océ Black Toner. Changes to this shipment schedule are valid only upon execution of a new amendment to the Agreement. CSA will ship only on the periodic shipment schedule dates. CSA will not accelerate or expedite shipments unless otherwise approved by CSA.

CSA will automatically ship

Units of Océ Supplies on
the first business day of
each

☐ other ☐ month(s) ☐ calendar quarter.

B. For Océ Colorwave Equipment and provided Customer is not in default: Supplies will only be shipped once an order has been placed by Customer. For Océ ColorWave Equipment, one unit of Supplies is equal to one Océ TonerPearls cartridge.

Term Supplies Entitlement

Units of Océ Supplies

Pricing

For Océ TDS Equipment and Océ PlotWave Equipment: CSA will ship the Scheduled Supplies for the term of the Agreement. Additional amounts of Supplies may be required by Customer for excess print volumes or applications based on Customer's actual usage. Customer is responsible for ordering and paying for Supplies in excess of the Scheduled Supplies. Should Customer require additional Supplies beyond the Scheduled Supplies, CSA will ship such additional quantities to Customer upon acceptance of Customer's purchase order for such additional Supplies. Customer will be invoiced separately for such additional orders over Scheduled Supplies and agrees to pay for such additional quantities. CSA reserves the right to refuse shipment of additional Supplies. This Program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included.

For Océ Colorwave Equipment – SmartClick Excess Plan: This is a fixed supplies quantity contract. Customer is responsible for ordering Supplies as needed during the term of the Agreement. If additional Supplies are required by Customer for excess print volumes or applications based on Customer's actual usage, Customer is responsible for ordering such additional Supplies. The cost to Customer for such additional Supplies is included in the excess SmartClick Charge. If additional Supplies are ordered by Customer, CSA shall provide such additional Supplies as is reasonably required by Customer, as determined by CSA, based upon Customer's consumption and subject to CSA's approval, which shall not be unreasonably withheld. CSA reserves the right to refuse shipment of additional Supplies. This program does not include media (paper/film/vellum). Prices do not include applicable tax. Shipping charges to the continental USA are included. The Minimum Periodic Payment and Excess SmartClick Charges may both include a charge for toner.

Term

Customer may not terminate this Program except as set forth herein. This Amendment shall commence on the start date of the Agreement and shall remain in effect for an initial term of _____ months. The Program shall be automatically renewed for successive one (1) year terms at CSA's then current charges, for a *pro rata* amount of the Supplies Entitlement based on the Supplies Entitlement for the initial term and under the terms and conditions of the Agreement and this Amendment unless either party gives the other written notice of its intent not to renew at least thirty (30) days prior to the expiration of any initial or renewal term. CSA may also notify Customer ninety (90) days in advance that the Supplies covered under this Agreement will no longer be available for any subsequent renewal terms. Customer may terminate this Program in any renewal term upon ninety (90) days prior written notice. Upon the termination of the maintenance/toner program in a renewal period, The Customer agrees to be invoiced and agrees to pay for the excess toner that was used/shipped to Customer before the termination date along with all payments due up to the termination date for the period in question including any excess copy charges. For prepaid agreements, CSA will refund or credit the *pro rata* price of the remaining term as detailed above.

Miscellaneous

CSA may refuse shipment of Supplies if Customer is not current on payments, or is in default for any other reason. Customer may order Supplies under the Agreement and/or this Amendment solely for its own internal use and not for resale or, if Customer is a CSA authorized reseller, for the internal use of Customer's end user that acquires, through purchase or lease from Customer, the Océ Products and not for resale. CSA may refuse shipment in the event that CSA reasonably believes Supplies are not being used for the internal use of the Customer or Customer's end user set forth on the Cover Sheet and/or Customer Agreement Addendum.

Returns

Returns of Supplies are only permitted for Supplies defects. A CSA Return Materials Authorization (RMA) is required prior to any return.

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on CSA until accepted by CSA.

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Canon Solutions America, Inc.
Océ ProCut Equipment Warranty Amendment

CSA Origination office: 100 Park Blvd. Itasca, IL 60143
CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer:	
Contract No:	

Océ ProCut Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # _____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

Definitions

- "Base Machine" means each model of the following: Océ ProCut Table, Conveyor System, Roll-off Unit, Vacuum Generator, Automatic Router Bit Changer (ARC), ICC Camera, Integrated Tool Initialization Tool (ITI) and PC stand.
- "Consumable Parts" means cutting blades, knives, router bits, cutting underlays, scoring wheels and conveyor belts.
- "Océ ProCut Equipment" means the following: Base Machine, the modules and tool inserts set forth herein and Consumable Parts.
- "Preventative Maintenance" means testing, adjusting, cleaning and replacement of components scheduled in accordance with the Océ ProCut Equipment service specifications.
- "Service" means the repair and/or replacement of parts that are determined by CSA to contain manufacturing defects in order to keep the Océ ProCut Equipment in good working order per manufacturer's written specifications provided that repairs can be performed in the field.

1. The following language is added at the end of the Agreement as new Section 21.0.

21.0 OCE PROCUT EQUIPMENT WARRANTY AND SERVICE

a. **WARRANTY.** For the term of the warranty as set forth below, CSA warrants that on completion of Installation, the Océ ProCut Equipment will be (i) in material conformance with the manufacturer's published specifications, and (ii) free from material defects in workmanship and materials. All parts found to be defective during installation shall be repaired or replaced at the option of CSA. All defective parts replaced under this warranty shall become the property of CSA. Customer's sole and exclusive remedy for CSA's failure to perform under this Warranty shall be to reject the Océ ProCut Equipment. In no event shall a breach of this warranty give rise to a claim for damages against CSA. CSA's obligation hereunder is limited to the repair or replacement (at CSA's option) of the Océ ProCut Equipment, material or part which does not conform to this warranty. **THE WARRANTIES SET FORTH IN THIS AMENDMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**

b. **TERM and EXCLUSIONS.** The warranty and terms set forth in this Amendment shall apply solely to the Océ ProCut Equipment. The warranty period for the Base Machine shall be twenty-four (24) months from the date of installation and the warranty period for the modules and tool inserts set forth in Section 21.0(c) shall be six (6) months from the date of installation. During the applicable warranty period for the Océ ProCut Equipment, CSA shall provide Service for the Océ ProCut Equipment. CSA shall provide such Service during its normal business hours, at no charge, as determined to be necessary upon inspection by an authorized CSA Service Representative. CSA is not obligated by this warranty to perform repairs or parts replacement for defects or damage resulting in whole or part from (i) alteration, relocation, repairs, or use of parts, software or services not provided by CSA or its authorized representative, (ii) accident, (iii) abuse, willful misconduct, or negligence; (iv) the acts or omissions of Customer. Preventative Maintenance and the replacement of Consumable Parts are not covered by this warranty. Ground freight charges for parts covered by warranty are included. Expedited shipping charges of such warranty parts are excluded and will be invoiced to Customer separately. Service may be provided by CSA or a third party subcontracted by CSA.

- c. The following modules and tool inserts are covered by the six (6) month warranty set forth in Section 21.0(a):

6 Month Warranty Limit on the following Modules & Tool Inserts

Description

Routing Modules
Universal Modules
Driven Rotary Tool
Oscillating Cutting Tools
Milling Spindles
Creasing Tools
Kiss-Cutting Tool
V-Cut Tool
Univ. Drawing Tool with pen
Universal Cutting Tool

- d. POST-WARRANTY PROCUT EQUIPMENT SERVICE. Upon expiration of the warranty period set forth herein, Customer may purchase maintenance from CSA for the Base Machine by signing CSA's then-current maintenance agreement. Post-warranty Service is not available from CSA for the modules and tool inserts set forth in subparagraph 21.0(c) above.

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA.

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

**Canon Solutions America, Inc.
Océ TC4 Scanner
Amendment**

CSA Origination office: 100 Park Blvd. Itasca, IL 60143

CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer:

Contract No:

Océ TC4 Scanner Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT #_____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The following language is added at the end of the Agreement as new Section 21.0.

21.0. OCÉ TC4 SCANNER EQUIPMENT WARRANTY AND MAINTENANCE EXCLUSIONS

- a. The following consumable items for the Océ TC4 Scanner are excluded from the warranty set forth in Section 9.0 of the Agreement:

Consumable Item	Item Number
Lamp	1060023824
Glass Plate	2954987
Reference Plate	1060010241
Ref Plate Thick Original	1060050272
44" Basic Calibration Sheet	1060021389

- b. The following consumable parts for the Océ TC4 Scanner are excluded from the Maintenance terms set forth in Section 14.0 of the Agreement:

Consumable Part	Part Number
Lamp	1060023824
Glass Plate	2954987
Reference Plate	1060010241
Ref Plate Thick Original	1060050272
44" Basic Calibration Sheet	1060021389

Except as contained herein, the terms and conditions of the Agreement shall remain in full force and effect. This Amendment will not commence and will not be binding on the parties until accepted by CSA.

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____

Océ Colorado 1640 IPAK – Basic Integration and Onsite Training

Limitations

Canon Solutions America, Inc. ("CSA") will provide the network integration, configuration and training services set forth in this IPAK ("Services") to the customer identified in this IPAK ("Customer") in connection with the basic network integration of the Océ Colorado 1640 system in a standard Windows® environment. More advanced integrations are outside the scope of this IPAK and are not included in the Services. Integrations with these types of systems can be investigated on a case-by-case basis. Additional consulting time may be required based on the solution proposed.

Advanced consultation may include, but are not limited to, connecting and configuring Onyx® Thrive version 12.2 software to other printers or cutters in addition to the Océ Colorado 1640 printer, Color Management, G7® certification, creation of custom profiles beyond the 4 included with this IPAK, training on Caldera and work flow analysis.

Note: Upgrading the customer's Onyx Production House software is not included in the scope of this IPAK.

Note: Training on Caldera software is outside the scope of this IPAK.

Scope

A CSA-trained Technician will provide basic Quick Start Training to Customer at the time of delivery and installation of the Océ Colorado 1640 system. A CSA System Support Analyst (SSA) will schedule the onsite training ("Onsite Training") prior to the completion of the equipment installation. During this Onsite Training, CSA will provide basic operator training on the Océ Colorado 1640 printer and Onyx software. Upon completion of the Onsite Training, Customer will be able to:

Delivery & Install

- Operate and perform scheduled maintenance for the Océ Colorado 1640 printer
- Know where to obtain technical/application/software support

Onsite Training

After delivery of the Océ Colorado 1640 system, a CSA-trained Technician will install the hardware and provide basic Quick Start Training:

- How to turn the system On/Off
- How to perform scheduled maintenance
- How to add/replace consumables
- How to send a print from Onyx software

Onsite Training Details

The CSA System Support Analyst will schedule the Onsite Training to take place within one (1) week of the equipment installation. This Onsite Training will be used to provide the comprehensive key operator training listed herein and address integration questions. Upon completion of the Onsite Training the Services outlined in this IPAK are fulfilled.

Operation and Scheduled Maintenance of the Océ Colorado 1640 printer

- Overview of the machine and features
- Machine/consumable safety training
- Review of daily/weekly/monthly scheduled maintenance procedures
- Consumables monitoring and replacement

Onyx Software Overview

- If customer is currently on Onyx Thrive 12.x CSA Analyst will upgrade the customer to Onyx Thrive 12.2 to support Colorado 1640
- Install and setup printer driver
- Install and use of media profiles
- Onyx software components overview
- Job Editor settings
- Nesting jobs
- Create custom page sizes
- Create and edit Quick Sets
- RIP Queue Management
- Onyx software Backup
- Colorado specific settings in the profile

Perform Administrator functions

- Configure network settings
- Place service calls
- Online Resources

Get to Know the Printing System

- Connect your Printing System
- Printer working area
- Connect the mains supply cable and the network cable
- Switch on the printing system
- Turn off the printing system
- Move the system
- The Hardware
- Overview consumables
- How to utilize the output take-up roll

Media

- Replace media
- Remove a media roll
- Unpack the media roll
- Load a media roll
- Media requests
- Media related settings
- Overview of the media related settings
- Define the media types and sizes
- Overview supported media types
- Manage media profiles
- What are media profiles?
- Download media profiles from the Océ website
- Install media profiles
- Backup media profiles
- Add media type via RIP

Creating Custom Media Profiles in Onyx Thrive 12.2

- CSA Analyst will create four (4) custom media profiles for customer provided media in Onyx Thrive 12.2
 - 2 medias, 2 modes
 - 1 media, 4 modes

Operate the Printer

- Start up and shut down
- Start up the printing system
- Shut down the printing system
- Restart the printing system
- The status of the printing system
- Get Information About the Status of the Printing System
- Overview of the status icons
- Use Onyx Thrive™ 12.2 to send a print job
- Manage print jobs in Onyx Thrive™ 12.2

Post Install Remote Support Services (Optional)

Maintenance

- Automatic maintenance
- Manual maintenance
- Clean maintenance station parts and matrix plate
- Calibrate the print head & carriage
- Refill ink & chiller
- Replace consumables
- Vacuum chiller

Post Install Remote Support Services are available as an option upon request from the Customer to CSA. Utilizing Citrix® GoToAssist® and a phone, the Software Support Desk may provide Post Install remote support that may include, but are not limited to, the following:

- Configuration of Onyx software
- Installation of additional media profiles
- Create custom page sizes (if needed) and quick sets
- Media Selection
- Use of correct media profiles
- Ink selection
- Software questions
- Work Flow Analysis

Customer Responsibilities during Post Install Remote Support Services

- An IT or network administrator, familiar with Customer's network, applications, and administrative accounts, needs to be available
- A phone is accessible near the computer on which the Onyx software is loaded and the Océ Colorado 1640 Printer where a remote session can take place
- The Océ Colorado 1640 System is powered up and connected to a live network jack
- Networking Information: Static IP, Subnet Mask, Gateway, & DNS or a Reserved IP via DHCP
- An assortment of media for training
- **Customer must provide Onyx dongle serial number for verification that they are on Onyx Thrive version 12.2**

Scope of Work Approvals

Customer agrees to the Services set forth herein and further agrees that any functionality or activity not explicitly defined in this IPAK is outside the scope of this IPAK and is not included in the Services. Any additional work requested by Customer will require the purchase of consulting time from CSA. A maximum of four (4) individuals shall be allowed in a single training session. A maximum of one (1) training session will be held on the same day as the scheduled onsite visit.

Company name

Proposal Number

Installation Address

City, State, Zip

Main Contact Name

Phone

IT Contact Name

Phone

Email

Email

Signature

Date

Signature

Date

Post Integration Support

Canon Solutions America provides the following support resources where you can get your questions answered and your hardware or software problems resolved:

Online Resources

- www.Onyxgfx.com Print Drivers, Media Profiles, Updates
- www.okb.oceusa.com – Online Knowledgebase
- www.csa.canon.com – Main site
- Email: solutions_esupport@csa.canon.com

Phone Support

- 1 (800) 355-1385
- x1 – Hardware/Software
- x2 – Order Supplies
- x3 – Sales
- x4 – Billing invoice

**Canon Solutions America, Inc.
D&K Laminator Amendment**

CSA Origination office: 100 Park Blvd., Itasca, IL 60143
CSA Administrative office: 100 Park Blvd., Itasca, IL 60143

Customer:
Contract No:

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT # _____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment.

1. The terms set forth in this Amendment shall apply only to the D&K Laminator Products.
2. For the D&K Laminator Cutters, in lieu of Section 9.0 of the Agreement, the following terms shall apply:

D&K laminator Warranty:

For a period of six (6) months from the date of installation, Manufacturer warrants that the labor of the wide format laminating goods described on the reverse side hereof shall be free from defects. Manufacturer also warrants wide format laminating equipment parts (excluding laminating rollers) for a period of twelve (12) months from the date of installation. Wide format laminating rollers are under warranty for a period of three (3) months from the date of installation. All claimed defects in the equipment must be made in writing before the end of the warranty period or thirty (30) days after the discovery of the defect (whichever occurs first). Manufacturer reserves the right to repair or replace the goods, and the decision to repair or replace the goods shall be solely within the discretion of Manufacturer.

This warranty shall be void if the End User or the End User's agent shall make any repairs or replacements to the goods without the written consent or direction of Manufacturer. This warranty shall be void in the event that the goods are not properly maintained or are utilized beyond specifications. Upon receipt of a Return Authorization Number, the End User will ship to the Manufacturer, with transportation and insurance charges prepaid, all goods claimed to be defective and covered under this warranty. Such goods or their replacement will be returned to the End User F.O.B Manufacturer's plant. End User shall bear all costs of dismantling, shipping, reassembling, reinstalling and reprogramming the goods, before and after repair or replacement by Manufacturer. NOT WITHSTANDING ANY PROVISION OF THESE TERMS AND CONDITIONS, THE WARRANTY CONTAINED IN THIS PARAGRAPH 3, AS LIMITED IN IT, IS THE ONLY WARRANTY EXTENDED BY MANUFACTURER IN CONNECTION WITH ANY SALE BY IT AND IS EXTENDED TO THE END USER AND NOT TO ANY SUCCESSIVE BUYERS, USERS, THIRD PARTIES OR EMPLOYEES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES

Manufacturer's obligations under these Terms and Conditions, upon breach of warranty or other provision, shall be limited, at Manufacturer's election, to the repair or replacement of goods or the crediting to the End User of an amount not to exceed the purchase price of the goods.

Any action for breach of warranty or other provision must be commenced in the Circuit Court of Cook County, Illinois, within one (1) year after the cause of action has accrued.

LIMITATION OF DAMAGES

IN NO EVENT SHALL Manufacturer HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR TORT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT.

Canon Solutions America, Inc.

Fotoba/Colex Cutters Amendment - LFS

CSA Origination office: 100 Park Blvd. Itasca, IL 60143
CSA Administrative office: 100 Park Blvd. Itasca, IL 60143

Customer:	
Customer #	

Fotoba/Colex Cutters Amendment

THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF AGREEMENT # _____ BETWEEN Canon Solutions America, Inc. ("CSA") and Customer ("Agreement"). All defined terms within the Agreement shall have the same meaning within this Amendment. In the event that this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall control.

1. The terms set forth in this Amendment shall apply only to the Fotoba/Colex Cutter Products.
2. For the Fotoba/Colex Cutters, in lieu of Section 9.0 of the Agreement, the following terms shall apply:

Warranty:

a. Manufacturer warrants its replacement parts against defects in materials and workmanship. If Manufacturer receives notice of such defects during the term of this Agreement, Manufacturer, will, at its option, repair or replace parts which prove to be defective. Replacement parts are new or equivalent to new. Manufacturer's liability under this Agreement shall be limited to the supplying of required replacement parts and service, and upon the expiration or termination of this Agreement, all such liabilities shall terminate. In no event shall Manufacturer be liable for special or consequential damages, including, but not limited to, loss of production or profits due to downtime.

b. The foregoing warranty will not apply to defects resulting from:

- 1) Improper or inadequate maintenance by End-User;
- 2) End-User-supplied software or interfacing;
- 3) Unauthorized modification or misuse;
- 4) Operation outside of the environmental specifications for the product; or
- 5) Improper site preparation and maintenance.

c. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THOSE DESCRIBED HEREIN IN PARTICULAR, MANUFACTURER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Remedies:

For any breach of this Agreement by Manufacturer, End-User's remedy shall be limited to refund of support charges paid by End-User during the period of breach up to a maximum of twelve (12) months support charges for the products at issue.

Service:

Support and Service is provided by our partner Fotoba/Colex through the following dedicated number 1-877-306-1940 Monday – Friday: 8:00 a.m. – 5:00 p.m. EST

Customer Authorized Signature	CSA Authorized Signature
Company Name: _____	Date: _____
Authorized Signature: _____	Accepted by: _____
Name (print): _____	Name (print): _____
Title: _____ Date: _____	Title: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Cynthia Watts

Amount of Contract:

n/a

Effective Date of Contract:

3/12/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Watts

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Watts	Resolution Letter	2/28/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	2/28/2024 - 3:57 PM
			2/28/2024 - 5:43

Legal
Mayors
Office

Kern, Chris
Barber, James

Approved
Approved

PM
2/29/2024 -
12:18 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Cynthia Watts, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\Citylawsrv\cycom\WPDocs\D028\P005\00124295.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
3/5/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

3/5/2024 - 8:40
AM

RESOLUTION

Sponsored by: Councilmember Cory Penn

WHEREAS “no-knock” and “pre-dawn” raids by law enforcement authorities are increasingly viewed as dangerous and require strict scrutiny; and

WHEREAS it is desirable that law enforcement no-knock raids and raids in predawn hours only be conducted in circumstances warranting such an action for the safety of law enforcement officers and the citizens of Mobile; and

WHEREAS there is a need for the circumstances under which such raids are approved and occur to be clear;

THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that any changes to Mobile Police Department policy regarding “no-knock warrants” and “pre-dawn raids” shall be immediately disclosed to the Mobile City Council.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
3/1/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

3/1/2024 - 12:03
PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing to Consider an
Ordinance to Amend Chapter 64, Article 5, Section 5
of the Unified Development Code

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 5, 2024**, a public hearing will be held on the **2nd** day of **April**, 2024, at 10:30 a.m., to consider adoption of an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE TO AMEND THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64, ARTICLE 5, SECTION 5 TO REMOVE THE REQUIREMENT THAT THE CITY COUNCIL ACT ON A REZONING APPLICATION AT THE PUBLIC HEARING ON SAME

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

SECTION ONE: Mobile City Code Section 64-5-5(D)(3)(d), which reads in full, "At the conclusion of the hearing, the city council shall approve, approve with conditions or deny the amendment[.]" is hereby REPEALED.

SECTION TWO: Miscellaneous

- (a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of April, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 20th day of March, 2024 in the Lagniappe!

The proposed amendment to the Unified Development Code would amend Chapter 64, Article 5, Section 5 to remove the requirement that the City Council act on a rezoning at the public hearing on the same.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

64-020

2024

SPONSORED BY: COUNCILMEMBER BEN REYNOLDS

**AN ORDINANCE TO AMEND THE CITY OF MOBILE UNIFIED
DEVELOPMENT CODE, CHAPTER 64, ARTICLE 5, SECTION 5 TO REMOVE
THE REQUIREMENT THAT THE CITY COUNCIL ACT ON A REZONING
APPLICATION AT THE PUBLIC HEARING ON SAME**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS
FOLLOWS:**

SECTION ONE: Mobile City Code Section 64-5-5(D)(3)(d), which reads in full, “At the conclusion of the hearing, the city council shall approve, approve with conditions or deny the amendment[,]” is hereby **REPEALED**.

SECTION TWO: Miscellaneous

- (a) The provisions of this ordinance are severable. If any part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.
- (b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
3/1/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

3/1/2024 - 11:37
AM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing to Consider an
Ordinance to Amend Article 13, Section 64-13-2
of the Unified Development Code

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 5, 2024**, a public hearing will be held on the **2nd** day of **April**, 2024, at 10:30 a.m., to consider adoption of an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

WHEREAS, the Council previously adopted Resolution 60-1313-2023 requesting that the Planning Commission consider and make a recommendation on a proposed text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code to provide that proposed Planned Developments within the area encompassed by the Spring Hill Overlay are exempt from the minimum contiguous land area requirement of 10 acres; and,

WHEREAS, the Planning Commission conducted a public hearing on January 18, 2024; and,

WHEREAS, following the public hearing the Planning Commission held the proposed amendment over for further evaluation; and,

WHEREAS, the Planning Commission discussed the proposed amendment at its February 22, 2024, meeting, and in response to comments made at the public hearing voted at said meeting to recommend to the Council that Article 13, section 64-13-2 of the Unified Development Code, be amended to add a subparagraph 6 to read as follows:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That section 64-13-2, paragraph A. Applicability, of Article 13, Springhill Overlay, of the Unified Development Code be, and the same hereby is, amended to add thereto the following as subparagraph 6:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of April, 2024th at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 20th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code would amend Article 13, section 64-13-2 of the Unified Development Code, to add a subparagraph 6 that would allow Planned Developments on properties four (4) acres and larger within any sub-district of the Spring Hill Overlay.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE TO AMEND ARTICLE 13, SECTION 64-13-2
OF THE UNIFIED DEVELOPMENT CODE

Sponsored by Councilmembers Joel Daves and Gina Gregory

WHEREAS, the Council previously adopted Resolution 60-1313-2023 requesting that the Planning Commission consider and make a recommendation on a proposed text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code to provide that proposed Planned Developments within the area encompassed by the Spring Hill Overlay are exempt from the minimum contiguous land area requirement of 10 acres; and,

WHEREAS, the Planning Commission conducted a public hearing on January 18, 2024; and,

WHEREAS, following the public hearing the Planning Commission held the proposed amendment over for further evaluation; and,

WHEREAS, the Planning Commission discussed the proposed amendment at its February 22, 2024, meeting, and in response to comments made at the public hearing voted at said meeting to recommend to the Council that Article 13, section 64-13-2 of the Unified Development Code, be amended to add a subparagraph 6 to read as follows:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That section 64-13-2, paragraph A. Applicability, of Article 13, Springhill Overlay, of the Unified Development Code be, and the same hereby is, amended to add thereto the following as subparagraph 6:-

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

CITY CLERK



AGENDA ITEM SUMMARY SHEET

Agenda of:3/5/2024

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
2/29/2024

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/29/2024 -
10:51 AM

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Rodney Dozier to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on March 19, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Rodney Dozier for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Rodney O. Dozier individually or on behalf of Seaven LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Rodney Dozier

Business Address _____

Telephone: 2

5

Trade Name

Seaven LLC

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____

SSN: _____

Residence Address: _____

Address _____

City

Mobile

State

AL

Zip code _____

Telephone Number _____

Driver's License # _____

Residing in Mobile County: Years: 31

Months: _____

U.S. Citizenship: Yes ☒ No _____

I attest under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____

State of Incorporation _____

Partnership _____

L.L.C. ☒

Other: (please specify) _____

Business Address _____

(If different from address provided in part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name Rodney A. Dozier Title Owner Address _____ Amount of Stock Held (if any) _____

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: IL

What will be your days and hours of operation? Monday - Friday 8:00^{am} to 5:00 P.M

How many vehicles (carriages) do you intend to operate? 1 one
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Nissan Quest</u>	Year: <u>2012</u>	Model: <u>LE Minivan 40</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Rodney Dozier
Applicant's Signature

NAME OF ENTITY:

Seaven LLC

By: Rodney Dozier
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
27 DAY OF Feb., 20 21

Lana Pafenbach-Gauthier
Notary Public





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Rodney G. Dozier

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'11

Weight: 310

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Rodney Dozier
Signature

02/27/24
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Rodney Dozier

Date of Birth: _____ Security #: _____

Present Address: _____

Home Phone Number: 251 _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Rodney Dozier
Signature

02/27/24
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: DOZIER, RODNEY ONEAL

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 31

Weight: 275

Eyes: BROWN

Height: 6'00"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State:

DL #:

DL Type:

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: P W

DATE: 2-26-24