



## **AGENDA**

### **MOBILE CITY COUNCIL MEETING**

Tuesday, March 12, 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**

March 5, 2024

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

Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on March 16, 2024, from 5:00 p.m. - 12:00 a.m. (District 2).

Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on March 17, 2024, from 4:00 p.m. - 10:00 p.m. (District 2).

Request of Cumulus Media for a waiver of the Noise Ordinance at 1711 Hillcrest Road on March 23, 2024, from 10:00 a.m. - 2:00 p.m. (District 6).

Request of Patsy Alexander for a waiver of the Noise Ordinance at 1711 Hillcrest Road on April 13, 2024, from 8:00 a.m. - 12:00 p.m. (District 6).

### **10. PUBLIC HEARINGS**

Public hearing to declare the structure at 2813 Berkley Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1328 Adams Street a public nuisance and order it demolished (District 2).

## **11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

Diamond Slay - Comments regarding the Comic Cowboys signage used during the parade.

Patricia Law - Express concerns about guidelines for organizations receiving permits to participate in the parade due to the Comic Cowboys illustration of the killing of Jawn Dallas.

Reverend Tonny Algood - Speak about racist signs displayed by the Comic Cowboys.

Tabitha Humphrey - Offer comments about the Comic Cowboys signs used during the parade and the injustices being done to black men in the community.

## **12. ORDINANCES HELD OVER**

25-039 Ordinance amending Chapter 25, Garbage, Trash and Litter of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

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).

## **13. CONSENT RESOLUTIONS HELD OVER**

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).

## **14. RESOLUTIONS HELD OVER**

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).



## **15. ORDINANCES BEING INTRODUCED**

25-022 Ordinance amending Chapter 25 Garbage, Trash and Litter of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

## **16. CONSENT RESOLUTIONS BEING INTRODUCED**

09-216 Transfer funds from District 7 Discretionary Account to Mobile Tennis Center for the Child Advocacy Center's Serve It Up event (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

40-217 Declare the structure at 2813 Berkley Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-218 Declare the structure at 1328 Adams Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

60-219 Approve award of special bonus to the Parks & Recreation Employee of the Month; Morris (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

60-220 Determine an appropriation to Crittenton Youth Services serves a purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-221 Determine an appropriation to Africatown Plateau Pacers serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-222 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-223 Determine an appropriation to Mobile Alumni Chapter Kappa Alpha Psi, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-229 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

## **17. RESOLUTIONS BEING INTRODUCED**

01-224 Authorize agreement with Mobile County, Alabama for upgrading courtroom technology (sponsored by Mayor Stimpson) (submitted by James Barber, Chief of Staff).

01-225 Authorize agreement with the U.S. Department of Energy for the Energy

Efficiency and Conservation Block Grant Program (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

09-226 Allocate funds in the Storm Water fund to Capital Project Municipal Storm Water Fees Project for storm water management projects; \$2,820,000.00 (sponsored by Mayor Stimpson) (submitted by Relya McMillian, Capital Projects).

21-227 Authorize contract with Galls, LLC for uniforms for MFRD; \$225,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

**18. CALL FOR PUBLIC HEARINGS**

41-228 Call for public hearing to rezone property located at 4600 Cypress Business Park Drive from B-3 and B-5 to B-3 (scheduled for April 9, 2024) (District 4).

**19. ANNOUNCEMENTS**



## AGENDA ITEM SUMMARY SHEET

Agenda of: 3/12/2024

### 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

3/7/2024 - 9:11 AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Carroll

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

3/7/2024 - 12:32  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Carroll

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
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**REVIEWERS:**

Department Reviewer	Action	Date
City Clerk   Leverette, Tiereney	Approved	3/7/2024 - 12:34 PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Woods

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
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**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

3/7/2024 - 12:37  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Lisa C. Lambert, City Clerk

**Sponsored by:**

Councilmember Woods

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment**

**REDUCE**

**INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description

Type

Upload Date

**REVIEWERS:**

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

3/7/2024 - 12:39 PM



## AGENDA ITEM SUMMARY SHEET

Agenda of:3/12/2024

### 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

3/7/2024 - 9:21  
AM





## AGENDA ITEM SUMMARY SHEET

Agenda of: 3/12/2024

### 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

3/7/2024 - 10:17  
AM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Leverette, Tiereney

Approved

3/7/2024 - 1:39  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Leverette, Tiereney

Approved

3/7/2024 - 1:42  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Leverette, Tiereney

Approved

3/7/2024 - 1:45  
PM



## AGENDA ITEM SUMMARY SHEET

Agenda of:3/12/2024

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

### **ATTACHMENTS:**

Description

Type

Upload Date

### **REVIEWERS:**

Department Reviewer

Action

Date

City Clerk   Leverette, Tiereney

Approved

3/7/2024 - 1:49  
PM



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Ricardo Woods

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

To amend Chapter 25, Garbage, Trash and Litter in a restatement in its entirety.

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Ordinance	8/17/2023

**REVIEWERS:**

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	8/17/2023 - 2:14 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:09 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:14 PM

# **AN ORDINANCE TO AMEND CHAPTER 25, GARBAGE, TRASH AND LITTER OF THE MOBILE CITY CODE**

**Sponsored by: William S. Stimpson**

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

## **ARTICLE ONE: Amendment and Restatement of Chapter 25 GARBAGE, TRASH, AND LITTER**

Chapter 25, Garbage, Trash and Litter of the Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

### **CHAPTER 25 GARBAGE, TRASH, AND LITTER**

#### **ARTICLE 1. GARBAGE AND TRASH**

##### **Sec. 25-1 – Applicability and Rule of Construction**

- (a) Except where otherwise provided, the provisions of this article apply throughout the City limits.
- (b) If any portion of this article is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this article.

##### **Sec. 25-2 – Definitions**

As used in this article, the following terms are defined as follows:

- (1) *Apartment* is a suite of rooms which composes a residence in a multi-dwelling unit, which the occupant(s) rents.
- (2) *Balloon* is a flexible nonporous bag made from materials such as rubber, latex, polychloroprene, or nylon fabric that can be inflated or filled with fluid, such as helium, hydrogen, nitrous oxide, oxygen, air, or water and then sealed at the neck, usually used as a toy or decoration.
- (3) *Bulk container* is any dumpster, roll-off container, or stationary storage facility placed for the temporary containerization of solid waste at a place of business, multi-dwelling unit complex, industrial or construction site, and is tightly covered or constructed to eliminate wind-driven debris and unsightly litter on or about the premises.
- (4) *Business* means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold, professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.
- (5) *Condominium* is a suite of rooms which compose a residence in a multi-dwelling unit, which the occupant(s) owns or rents from the owner.
- (6) *Downtown Business District* means the area bounded by the Mobile River on the east, Canal Street on the south, Broad Street on the west, and Beauregard Street on the north.
- (7) *Enforcement Officer* means a City of Mobile employee designated by the Mayor as the person to exercise the authority, enforce the provisions and perform the duties delegated by this Chapter in accord with the prescribed procedures of this jurisdiction.
- (8) *Cigarette litter receptacle* is a container for the disposal of litter from smoking including cigarettes, cigars and their butts.
- (9) *City* means the City of Mobile, in the County of Mobile, d in the State of Alabama.
- (10) *City limits* are the corporate boundaries of the City.

- (11) *Commercial premises* is any lot or any building, or part thereof, used in connection with or for the conduct of any business, trade, occupation, or any profession for which a license is required by the City, and includes all unimproved real property not zoned for single-family residential use.
- (12) *Commercial waste* means refuse from commercial premises including garbage, trash, kitchen waste, restaurant waste, food containers, paper, floor litter, sidewalk sweepings, leaves, grass, weeds, hedge trimmings, and small tree trimmings not exceeding five feet in length and four inches in diameter, and includes waste generated from a business operating on residential premises and waste generated from multi dwelling units.
- (13) *Corrective notice* is a written notice or warning issued by an enforcement officer to inform the recipient of a violation of this article and specifying a period of time in which to correct the violation. A corrective notice does not impose a fine.
- (14) *Construction Debris* means rubbish resulting from construction, demolition, or alteration of any building or structure, including scrap, lumber, plaster, roofing, concrete, brick and sanding dust, mortar and glass, resulting from the construction, repair, remodeling, removal, or demolition of any structure.
- (15) *Domestic waste* Any waste capable of entering into or passing through a plumbing system. Such waste includes but is not limited to human excrement, bath water, kitchen and bathroom waste and waste from septic tanks, sumps, outhouses, or any other waste collection point. The term "domestic waste" does not include waste from any commercial or industrial process that is authorized by Mobile Area Water and Sewer System to be discharged into a sewage collection system.
- (16) *Food service facility* Any establishment, retail food store, public or private school, correctional facility, hospital, food processing or preparing establishment, or other establishment where food is prepared for sale or offered for sale, including any establishment that slaughters, fabricates, bones, or processes animals, poultry, or fish whether or not required by law to be licensed or permitted by an agency of the state.
- (17) *Garbage* means putrescible material and other daily non-putrescible disposable items when part of household garbage.
- (18) *Garbage cart* is a 64- or 96-gallon container provided by the City for use with its automated garbage collection system.
- (19) *Grease hauler* Any person who removes fat, oil, or grease waste of any form from a premises by means of transporting the waste over a public road. This includes waste from grease traps, grease interceptors, grease collection bins, or any other fats, oils, or grease collection point.
- (20) *Hazardous materials/waste* means a substance in quantity and form which may pose an unreasonable risk to human health and safety or to the environment, including private property. Additionally, the definition of Hazardous waste includes any material regulated under Resource Conservation and Recovery Act Subtitle C (42 U.S.C. §§ 6921 – 6939g) including waste generated in the course of operating a business at a residence. Hazardous Materials includes pesticides, herbicides, fertilizer, antifreeze, batteries, acids, cleaners, paint, medications, fluorescent light bulbs, railroad ties, and petroleum products.
- (21) *Household* means a single-family residence, an individual mobile home, and/or a multi-family residence.
- (22) *Household garbage* means putrescible solid waste as well as ordinary waste generated by a household. t. This term does not include sewage, bodily waste, or ashes. Applies to areas zoned as single-family, duplex, tri-plex, or quad-plex. This term does not include Multi-dwelling unit waste and waste generated in the course of operating a business at a residence.
- (23) *Household trash* means non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, furniture, paper and cardboard, plastics, wood, wrappings, cans, and similar materials, but not ashes. This term does not include Multi-dwelling unit waste and waste generated in the course of operating a business at a residence.
- (24) *Junk* refers to any vehicle parts, rubber tires, appliances, dilapidated furniture, machinery, equipment, building material, or other items which are either in a wholly or partially rusted, wrecked, junked, dismantled or inoperative condition. This term includes a vehicle with one or more of the following characteristics: it is non-operating, abandoned, wrecked, or partially dismantled; or it has flat tires, or a missing engine, door(s), hood, windows, or other missing body parts.
- (25) *Knowingly* means a person is aware of taking the action, behavior, or conduct which amounts to committing a violation. It is not a requirement that the person has knowledge that the behavior is an offense.
- (26) *Litter* means any garbage, refuse, or noncontainerized man-made solid waste, such as paper, plastic, diapers, cigarette butts, bottles, cans, glass, crockery, scrap metal, construction materials, rubbish, disposable packages, or containers.
- (27) *Litter receptacle* is a container constructed and placed for use as a depository for litter.



- (28) *Manufactured home* means a building, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers and similar transportable structures placed on a site and intended to be improved property.
- (29) *Manufactured home park* means a manufactured home park or subdivision for which the facilities for servicing the lots on which the manufactured homes are affixed are constructed by the owner of the park of subdivision before placement of a manufactured home on an individual lot. The facilities servicing the lot include, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pad(s).
- (30) *Multi-dwelling unit* is a building in which five or more multiple separate housing units for residential occupants are contained in one building or several buildings within one complex and under the same ownership or with multiple owners. Condominiums or apartments may compose the buildings in a multi-dwelling unit.
- (31) *Multi-family residence* means two, three, or four family separate residential units in a single residential structure, such as a duplex, triplex, or fourplex.
- (32) *Municipal offense ticket (MOT)* is a citation specifying a violation of a City ordinance issued by an enforcement officer of the City and directs the violator either to pay a fine and court costs or to appear in municipal court to answer the charge(s).
- (33) *Occupant* is any owner, tenant, or person residing, in possession or in charge of any house, building, store, shop, lot, or premises.
- (34) *Owner* is any person, agent, firm, corporation or other entity having legal title to real property, including any mortgagee bank, company, institution, individual, or other entity of record which has foreclosed on the property, or the estate of a deceased owner or the last recorded owner in the property tax records of the county revenue commissioner.
- (35) *Person* means an individual, partnership, association, syndicate, company, firm, trust, corporation, government, corporation, department, bureau, agency, business, or any entity recognized by law, and any agents of those entities.
- (36) *Places of assembly* are buildings, structures, or portions of a building or structure used for the gathering of persons for purposes such as civic, social, or religious functions, recreation, food or drink consumption, or for awaiting transportation.
- (37) *Premises* means any building or real property.
- (38) *Private property* is property owned by any person as defined herein.
- (39) *Public nuisance* includes any growth of weeds, scrub (wild) bushes, and grass exceeding community standards, normally ten inches in height, and/or nonorganic debris that presents a fire hazard, a health hazard, a flooding hazard, a safety hazard, or otherwise endangers human health and safety or the environment.
- (40) *Putrescible* means an item that will rot or decay, such as food waste, and therefore is likely to attract vermin and other vectors.
- (41) *Qualified Business Enterprise* is a restaurant, bar, or other substantially similar establishment approved by the Public Services Department operating within the defined Downtown Business District.
- (42) *Refuse* is a term applied generally to trash, garbage, debris, litter, and any discarded materials.
- (43) *Residential premises* are premises used as single- or multi-family dwellings, townhouses, apartments, and condominiums, both privately and publicly owned.
- (44) *Septage hauler* Any person who removes domestic waste from a premises and transports the waste over a public road.
- (45) *Single-family residence* is a one-family dwelling; a residential structure, which does not share any common walls with another residence; the dwelling may be owner-occupied or tenant-occupied.
- (46) *Sky lantern* is a device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Sky lanterns shall not include hot-air balloons used for transporting persons.
- (47) *Trash* is non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, paper and cardboard, plastics, wood, wrappings, cans, and similar materials.
- (48) *UNTCC* is a uniform non-traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration. When issued electronically, it is known as an eUNTCC.
- (49) *UTCC* is a uniform traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration.

(50) *Vehicle* is any device capable of moving and transporting persons or property upon a public highway, street, or waterway. This shall include any watercraft, boat, ship, vessel, barge, or other floating craft. For the purposes of this ordinance, *Vehicle* does not include devices moved by human power and those vehicles used exclusively for agricultural purposes, not licensed pursuant to state law, and that are not operated on any public highway for purposes other than crossing such public highways or along such highways between two tracts of the owner's land.

### **Sec. 25-3 – Department of Public Services, Sanitation Division**

(a) The Department of Sanitation shall from time to time implement rules and guidelines consistent with the provisions of Chapter 25 in order to implement and effectuate the application of said provisions.

(b) The pickup schedule for household garbage and household trash will be fixed under guidelines and procedures implemented by the Department of Sanitation.

### **Sec. 25-4 – General Requirements**

It shall be unlawful for any person to intentionally damage, remove, handle or to otherwise disturb the garbage containers or the contents thereof which have been placed on city right of way for servicing by the garbage collectors; provided, that this section does not apply to the owner, occupant, lessee, or tenant of the residence or dwelling so placing the container and contents.

### **Sec. 25-5 – Household garbage.**

(a) *Frequency.* Pickup of household garbage is once per week based on the household address. Frequency may be governed by to guidelines implemented by the Department of Sanitation and is subject to change. Holiday schedules may vary.

(b) *Garbage cart issuance.* The City of Mobile will assign an initial 96-gallon or 64-gallon garbage cart to newly constructed residential units. All existing households eligible for collection are required to have a City assigned garbage cart. An additional or replacement garbage cart may be assigned to the address by the City for a fee (for a total limit of 2 per household). Title of the garbage cart shall at all times remain with the City. Payment options can be found by checking the City of Mobile website at [www.CityofMobile.org](http://www.CityofMobile.org) or by calling Mobile 311 at 251-208-5311.

(c) *Garbage carts.*

(1) All household garbage shall be contained inside plastic bags and placed inside of a city-issued garbage cart. All garbage carts shall be closed to prevent animals from scattering the garbage. Garbage carts overloaded so that lids will not close will not be picked up.

(2) Garbage carts should be placed with the handle facing away from the street to ensure the cart is aligned with the garbage truck loading mechanism.

(3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching into the garbage cart is allowed.

(4) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, will not be collected. Deteriorated carts must be replaced at the cost of household. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.

(5) Removal of garbage cart from the assigned address shall be prohibited.

(6) Failure to comply with any provision of 25-5(c) shall be a violation punishable under Article Three hereof.

(d) *Quantity.* Each household shall be limited up to two (2) city issued garbage carts. Unauthorized garbage carts will not be picked up.

(e) *Location.* All containers shall be placed curbside and not placed in the street. Carts placed in medians or on vacant lots will not be collected. Garbage carts not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service.

(f) *Time.* Household garbage containers shall be placed by the curb by 6:00 a.m. on the regular collection day, and empty containers should be returned to the household as soon as possible, but not later than 11:59 p.m. on collection day. If a resident does not know the collection day for their area, they may request this information by contacting Mobile 311 at 251-208-5311 or check the City of Mobile website at [www.cityofmobile.org](http://www.cityofmobile.org). It shall be a violation of this Chapter punishable under Article Three hereof to allow a container to remain by the curb beyond the time stated above.

(g) *Hazardous materials/waste and Household Trash.* It shall be a violation punishable under Article Three hereof to place these materials, as defined in 25-2, in garbage carts even if they are in a plastic bag.

## **Sec. 25-6 – Household trash.**

(a) *Frequency.* Pick-up is every other week, subject to change pursuant to guideline implemented by the Department of Sanitation. Holiday schedules may vary.

(b) *Quantity.*

(1) Maximum quantity for no additional charge is limited to approximately two (2) cubic yards (3 feet by 3 feet by 6 feet) or the equivalent of fifteen (15) bags of leaves, per household, every other week. (There is no charge for this amount.)

(2) Amounts exceeding the maximum collection limit will be considered an oversized load. The household will have the choice of taking it to an approved landfill or contacting the city to collect it for a fee. Trash piles that are requested for oversized loads will be evaluated by a Sanitation department official who will determine the collection fee based on the size of the pile. The Department of Sanitation may elect to collect the fee before removing the trash. Information and payment options can be found by checking the City of Mobile website at [www.CityofMobile.org](http://www.CityofMobile.org) or by calling Mobile 311 at 251-208-5311.

(3) Where household trash exceeds the maximum allowed, that trash will not be collected, and a corrective notice will be given explaining the violation.

(c) *Time.* Household trash may not be placed for collection prior to forty-eight (48) hours before the designated pickup day.

(d) *Location.* Household trash shall be placed on the property where it originated as close to the street as possible without posing an obstruction to pedestrians or other risk to health and human safety. Trash piles that are not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service and it will be the responsibility of the property owner to remove. It shall be a violation of this Article to place household trash in any of the following locations or ways:

(1) On medians, on vacant or abandoned residential or commercial property.

(2) Obstructing sidewalks.

(3) Obstructing gutters, ditches, or any portions of the city's drain system.

(4) Obstructing the street, creating a traffic hazard.

(5) In a location that could cause a fire hazard, with trash not eligible for city pickup.

(6) Around fire hydrants, signposts, guy wires, power poles, over water meters, over masonry work, against fences, or at the base of trees located within the City of Mobile rights-of-way.

(7) Under low hanging power lines, TV cables or low tree limbs.

(e) *Leaves, straw, and grass clippings* may be placed by the curb for pickup at the scheduled time if bagged or boxed and limited to the quantities defined above.

(f) The following materials are not collectible as part of household trash, and it shall be a violation of this Article to place these materials on the curb:

- (1) Limbs greater than twelve (12) inches in diameter;
- (2) Limbs greater than six (6) feet in length;
- (3) Construction debris (including home improvement projects);
- (4) Debris from a lot clearing project;
- (5) Materials from commercial projects;
- (6) Materials from evictions; or
- (7) Any materials accumulated from commercial businesses.

(g) Failure to comply with any requirement of this Section 25-6 shall be a violation.

### **Sec. 25-7 – Hazardous materials/waste.**

(a) It shall be a violation punishable under Article Three hereof. to place or include Hazardous materials/waste with household trash or household garbage. Said matter must be disposed of by the household at a facility legally permitted for the disposal of these items. b) Broken glass, sharp metal objects, or hypodermic needles and other household medical waste must be disposed of in puncture-proof sealed containers or biohazard waste bags.

### **Sec. 25-8 – Downtown Business District**

(a) Except as provided below, the City of Mobile does not provide trash or garbage services to businesses or commercial enterprises.

(b). Commercial waste will be collected once each day from all qualified business enterprises located within the Downtown Business District.

(c) *Garbage Carts.*

(1) Issuance. Garbage carts must be obtained from City for a fee. Title of the garbage cart shall at all times remain with the City. The City will only service City garbage carts. Payment options can be found by checking the City of Mobile website at [www.CityofMobile.org](http://www.CityofMobile.org) or by calling Mobile 311 at 251-208-5311.

(2) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, will not be collected. Deteriorated carts will be replaced by the City, for a fee paid by the business owner. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.

(3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching into the garbage cart is allowed.

(4) It shall be a violation punishable under Article Three hereof. to intentionally damage or remove a garbage cart from the assigned address.

(d) *Quantity.* All garbage consisting of kitchen waste, restaurant waste, food refuse or other matter offensive in sight or smell shall be bagged and placed in ninety-six (96) gallon garbage carts. The combined weight of garbage and cart shall not exceed one hundred (100) pounds each; garbage carts weighing in excess of one hundred (100) pounds will not be picked up.

(e) *Location.* Containers of commercial waste may be placed for collection on or near the curb line of the originating place of business, including streets at the front or rear, or the alley of that business's property, providing the alley is accessible to the collectors' trucks at the time of collection of garbage. Placement areas shall be kept cleaned, maintained, and sanitized.

(f) *Time.* Garbage Carts in the Business District shall not be placed on the sidewalk or curb for collection between the hours of 10:00 a.m. and 5:00 p.m. After the garbage has been collected, the owners of the containers shall remove them from the streets of the City not later than two hours after the garbage has been collected. Waste containers may be placed in alleys at any time.

(g) Failure to comply with any provision of 25-8 shall be a violation of this section. punishable under Article Three hereof.

## **Sec. 25-9 – Commercial, Outside of Downtown Business District**

(a) The provisions of this section shall apply to all Commercial Enterprises, Multi-dwelling units, manufactured home parks, and places of assembly that are located within the City limits and are outside of the Downtown Business District.

(b) Commercial pickup outside the business district will be arranged by the owner or occupant of the commercial enterprise.

(c) Commercial premises shall install dumpsters, bulk containers, or other containers to be emptied on a timely basis at the owner or occupant's expense.

(d) All dumpsters shall be affixed with an identification decal, which is legible and waterproof, that includes the following information:

- (1) The name of the entity or business using the dumpster;
- (2) If the business is also the owner of the property, the name, address, and telephone number of the person who is authorized to accept legal service for the owner; and
- (3) If the business is a tenant on the property, the name address and telephone number of the person who is authorized to accept legal service for the tenant.

(e) In the event that an owner or occupant of commercial premises elects to enclose a dumpster or secure the dumpster with an automatic lock release in accordance with subsection (e) or is required to do so as provided in subsection (e), then said owner or operator must ensure the conditions noted below are met. Dumpster enclosures are not optional for an owner or occupant that has committed a second violation of Sec. 25-10 of this ordinance, in which case the City requires the owner or occupant to enclose the dumpster and secure it by installing an automatic lock.

(1) Dumpster enclosures must meet the following criteria:

- (a) Constructed of wood or brick and at least the height of the dumpster, which is being enclosed, but not to exceed eight (8) feet in height.
- (b) The dumpster enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied.
- (c) The dumpster enclosure must be of sufficient size to allow for placement and removal of the dumpster without causing damage to the enclosure.
- (d) The dumpster enclosure must be kept in good repair and condition.
- (e) Failure to comply with any provision above shall be a violation of this Article. Any owner or occupant of commercial premises that has a dumpster located thereon who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section within the sixty-day period following the guilty plea or adjudication. Upon a second violation of this section, the occupant shall be required to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section in addition to all other fines, penalties, and costs that may be imposed. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

- (1) To be deemed secured under this section, the dumpster must have a functioning automatic lock release, sometimes called a gravity lock release or similar product, that will cause the lid of the dumpster to be securely closed and sealed whenever the dumpster is not being filled or emptied.
- (f) Failure to comply with any requirement of this Section 25-9 shall be a violation punishable under Article Three hereof.

## **Sec. 25-10 – Commercial Waste/Collection**

- (a) It shall be the duty of each owner, occupant, tenant, or lessee of any commercial premises, multi-dwelling unit premises, manufactured home park, or places of assembly to keep the premises clear and free of litter, trash, junk, and high grass and weeds as defined under “public nuisance” in Section 25-2-34. These areas include grounds, parking lots, roads, driveways, rights-of-way, loading and unloading areas, storm drains, vacant lots, and unimproved real property. See Sec. 52-56 for the circumstances in which the City may declare a nuisance.
- (b) All persons performing construction and demolition work, and owners or occupants of commercial premises shall provide on-site receptacles for loose debris paper, building material waste, scrap building materials, and other litter products to prevent the scattering of such materials by wind or rain.
- (c) No owner or occupant of commercial premises who is not a licensed junk dealer may grant permission to any person to dispose of litter, garbage, trash, or junk on the premises.
- (d) All owners or occupants of commercial premises shall store their trash, garbage, or litter in appropriate containers; maintain their premises as clean, neat, and sanitary; and shall prevent litter from blowing or washing onto adjacent property thoroughfares or into storm drains or waterways. Spillage and overflow around containers shall be cleaned up as it occurs.
- (e) Where commercial enterprises share parking lots, the occupant and/or owner must decide who will be responsible for the container. That enterprise must put their name and contact information on the container and take ownership over its maintenance.
- (f) Containers required by this section shall be of sufficient size and material to hold the litter and other waste from visitors to the commercial enterprise.
- (g) The occupant and/or owner of each commercial enterprise is responsible for emptying and otherwise maintaining the containers to limit litter, waste, or debris in the area.
- (h) Any owner or occupant of commercial premises that has a trash or litter located within the parking lots, who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, provide appropriate containers, labeled with the responsible party’s (Dumpster info – 25-11-d) distributed evenly throughout the parking lot at a rate of one container every 12 parking places or at a maximum of a 60-foot spacing between each container for all on-site. Upon a second violation of this section, the owner or occupant if found by a court of competent jurisdiction to be guilty shall pay the applicable fine, court costs and provide one garbage can for every 12 parking spaces as required by this section. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

(i) Failure to comply with any requirement of this Section 25-10 shall be a violation punishable under Article Three hereof.

### **Sec. 25-11 – Vehicles hauling garbage, trash, and refuse.**

(a) Each truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall be designed so that the cargo does not escape the vehicle. Any said vehicle shall have the following characteristics:

- (1) The vehicle shall have solid sides, a tailgate, a cover, and be watertight;
- (2) The sides and tailgate should be at least four (4) feet in height.
- (3) The top should be solid or rigged with a tarpaulin that can be spread tightly over the top of such truck to cover the entire opening and extend 12” down the sides. The solid top or tarpaulin shall be used at any time the vehicle is moving, except in those instances where the vehicle is collecting waste and moving fewer than one hundred (100) yards at an average speed less than 15 mph.
- (4) Tanks, containers and other receptacles should be watertight and operators should use covers or lids in such a manner as to prevent the dropping, escaping, or spilling of any waste upon the road, street, alley, or any public or private property.

(b) If trash, garbage or refuse leaves a vehicle, the operator shall collect it at that time.

(c) Each truck or other vehicle used in the business of collecting and hauling of trash, garbage and refuse for hire shall have the cubic yardage of the body of the truck or vehicle painted in five-inch letters on the left side of the body near the cab. Each truck or vehicle shall have signs painted on both doors of the truck or vehicle indicating the correct name of the hauler and their telephone number.

(d) No such truck shall be used in the business of collecting and hauling trash, garbage and refuse unless there has been a City license procured by the operator thereof, and no license shall be issued by the city revenue officer for any such truck until such truck has been examined by the city police department and approved as complying with the provisions of this section. The license number for any such truck shall be prominently displayed and affixed outside of such truck to the left front door of the cab. Every such license shall be subject to revocation for a violation of any of the provisions of this chapter or any other ordinance of the city pursuant to the provisions for revocation of city licenses set forth in the license code of the city.

(e) No truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall operate or carry on its work between the hours of 8:00 a.m. and 6:00 p.m. of each day in the area bounded on the west by Broad Street, on the east by Mobile River, on the north by State Street and on the south by Monroe Street; provided, that where such trucks or other vehicles do not pick up garbage or trash on or along the streets of the city, but pick up trash and garbage only in private alleys off the streets, they may operate on the streets of the city at all hours of the day and night but shall comply in such operations with all other provisions of this section.

(f) Failure to comply with any provision of this section shall be a violation punishable under Article Three hereof.

(g) The provision of Sections 25-11 shall not apply to a responsible government agency which deposits sand or other substance to increase traction, or water or other substance to clean or maintain a street or roadway.

## ***ARTICLE II. LITTER<sup>1</sup>***

### **Sec. 25-20 – Cleaning litter, trash, or junk from private property.**

(a) The owner of any vacant or unoccupied private property shall at all times keep it clear of litter, garbage, junk, or trash. The owner must also properly dispose of litter, garbage, junk, or trash located on that property. It shall not be a defense that the litter was placed or caused by a third party. (b) Licensed junk dealers or commercial premises used for the repair, rebuilding, reconditioning, or salvaging of goods whose work area is screened from public view by a fence, hedge, wall or similar device of sufficient height to provide a visual buffer, and who complies with the city's junk and zoning ordinances shall not be subject to the provisions of this section.

(b) The failure, neglect or refusal of any owner notified by an enforcement officer to properly dispose of litter, trash, garbage, or junk within ten (10) days after receipt of the notice shall constitute a violation of this article.

### **Sec. 25-21 – Litter receptacles.**

(a) Except for premises within the business district, every owner or occupant of commercial premises shall, at their own expense, provide, place, and regularly maintain litter receptacles, including cigarette litter receptacles, at entrances, employee smoking areas and common pedestrian transition points. The number of litter receptacles shall be adequate to contain litter generated at these premises. In determining the adequate number of receptacles, it is suggested, but not mandatory except as required by subsection (c) below, that receptacles be distributed evenly throughout the parking lot at a rate of one container every 20 parking places for all on-site parking.

(b) Litter receptacles on any premises shall meet the following minimum standards:

- (1) Constructed of such quality as to maintain the receptacle's original shape when kept in an outdoor location and reasonably resistant to rust and corrosion.
- (2) Constructed and designed or covered in such a manner as to prevent or preclude litter from escaping from the receptacle.
- (3) Serviced with such frequency as necessary to prevent spillage from overflow and to prevent offensive odor.

(c) Any owner or occupant of commercial premises who pleads guilty or is found by a court to be guilty of violating this section, may, on a first offense, either pay the applicable fine and costs, or alternatively, provide one (1) receptacle for every twenty (20) parking places. for all on-site parking. Any owner or occupant who pleads guilty or is found by a court to be guilty of a second violation of this section, shall pay the applicable fine and court costs and shall thereafter provide one (1) litter receptacle for every twenty (20) parking spaces for all on-site parking. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty.

d) It shall be a violation of this article for any person to deposit any item except litter into a litter receptacle. It shall be a violation of this article to fail to comply with any provisions of this section.

### **Sec. 25-22 – Littering from a vehicle.**

(a) It shall be a violation of this article for any person in a vehicle to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within the city including but not restricted to, any street, median, right-of-way, sidewalk, park, vacant or occupied lot, body of water, except in litter receptacles or in an area designated by the state department of environmental management as a permitted disposal site.

(b) The owner of the motor vehicle shall be responsible in the event that any person commits the preceding unlawful acts while in a motor vehicle, whether it is moving or at rest.

(c) It shall be a violation of this article for any person, hauler, firm, or business falling within Section 25-11 to haul garbage, paper, trash, sand, gravel, wet cement, construction materials, other loose materials, or waste unless the truck or vehicle used is properly covered, secured or sealed to prevent any loss or spillage during hauling, or littering of streets or highways, or nuisances or hazard to the public health of the environment.



- (d) It shall be a violation of this article for any person, hauler, firm, or business in 25-22(c) to allow materials being hauled to spill, drop from, or escape the vehicle, without immediately recovering the lost or spilled materials.
- (e) Any person cleaning litter or junk from private property and operating a vehicle on a public right of way in the city limits from which any glass, nails or other sharp objects have fallen or escaped which could cause an obstruction or damage a vehicle or otherwise endanger travelers on such public property shall immediately cause the public property to be clear of such objects and shall pay any cost thereof. It shall be a violation of this Section to fail to comply with any provision herein.

### **Sec. 25-23 – Sweeping litter into street.**

- (a) It shall be a violation of this article to blow, sweep, or push litter, junk, or trash, including yard clippings, leaves, grass, or cigarette butts, onto the city streets, alleys, stormwater structures, ditches, or waterways. All litter and trash shall be deposited into a garbage cart, garbage can, bag, or box, cigarette litter receptacle or litter receptacle and be tightly covered and secured to prevent scattering before pickup.

### **Sec. 25-24 – Dumping of litter, trash, or junk.**

- (a) It shall be a violation of this article for any person to discard or dump any litter, garbage, trash or junk on any private or public property unless disposed of in receptacles provided for public use that comply with the requirements of this article or in an area designated by the state department of environmental management as a permitted disposal site.
- (b) For the purposes of this section, items found in an accumulation of garbage, trash or other discarded material including, but not limited to, bank statements, utility bills, bank card bills, and other financial documents, clearly bearing the name of a person, shall constitute a rebuttable presumption that the person whose name appears thereon knowingly deposited the litter. Advertising, marketing and campaign materials and campaign literature shall not be sufficient to constitute a rebuttable presumption under this section. No prosecution for violation of this section based on evidence that creates a rebuttable presumption shall be brought against a person unless he or she has been given written notice by an enforcement officer that items found in an accumulation of garbage, trash or other discarded materials contain his or her name, and that under this section, there is a rebuttable presumption that he or she knowingly deposited the litter. The notice shall advise the person of the penalty for violating this section, and shall provide that, unless the person can present satisfactory information or evidence to rebut the presumption to the designee of the city within fifteen (15) days of the date of the notice, an action under this section may be filed against him or her in municipal court. If the person responds to the notice and presents information or evidence to the designee of the city, the designee shall review the information of evidence presented and make a determination as to whether or not an action should be brought against the person for violating this section. The designee shall provide written notice to the person of the determination, and if the intent is to proceed with an action under this section, the notice shall be sent before an MOT or UNTCC is issued.

### **Sec. 25-25 – Removal of litter from litter receptacles.**

- (a) The removal of litter from receptacles placed at public parks, beaches, fishing areas and other public recreation sites shall be the responsibility of those state and local agencies responsible for the maintenance of these sites.
- (b) The removal of litter from garbage cans, litter receptacles, or bulk containers placed on private property which are used by the public on commercial premises shall be the duty of the owner or occupant of those premises. It shall be a violation of this article for an owner or occupant to fail to regularly remove or provide for the regular removal of litter as required by this subsection.

### **Sec. 25-26 – Yard, garage sale, or other unauthorized temporary signs.**

- (a) It shall be a violation of this article to place any signs on trees or utility poles in the city rights-of-way without exception.

(b) *Exception.* Notwithstanding the provision of 25-26(a), special event directional signs may be placed on public property in compliance with Chapter 54, Section 122-125.

### **Sec. 25-27 – Balloon or Sky Lantern Release.**

(a) It shall be a violation of this Section for any person to intentionally release, organize the release of, or intentionally cause to be released one or more sky lanterns or balloons inflated with gas that is lighter than air which includes but is not limited to, helium, with the exception of:

- (1) Balloons released by a person or educational institution on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.
- (2) Balloons released indoors.
- (3) Balloon tests performed.

## **Article III – Enforcement**

### **Sec. 25-30 – Violations**

(a) The provisions of this Article III apply to provide enforcement procedures with regard to all violations of Chapter 25.

(b) It is a violation to fail to comply with any provision of Chapter 25.

(c) Violations of Chapter 25 may be enforced as applicable by one or more of the following actions: 1) Corrective Notice; 2) Municipal Offense Ticket (MOT); 3) Uniform Non-Traffic Citation and Complaint; and 4) Uniform Traffic Citation and Complaint.

### **Sec. 25-31 – Enforcement procedures.**

(a) A city police officer may choose to cite and release defendant for a violation of Chapter 25. The UNTCC shall serve as the charging instrument and shall be issued in accordance with Rule 20 of the Alabama Rules of Judicial Administration.

(b) A city employee designated as an enforcement officer may issue a municipal offense ticket (MOT) for a violation of Chapter 25. The person charged with a violation must do the following within the time period specified on the MOT, or within twelve (12) hours before the court date shown on the MOT:

- (1) Appear in person before a magistrate, who will retain a copy of the ticket, sign the plea of guilty waiver of rights on the MOT, and pay the fine and applicable court costs; or
- (2) Sign the plea of guilty waiver of rights provision on the MOT and mail or hand deliver to the clerk of the municipal court the signed page and payment for the amount of the fine and applicable court costs. Remittance by mail or hand delivery of the fine and costs constitutes a guilty plea and waiver of trial, even if the "plea of guilty waiver of rights" provision on the ticket has not been signed by the defendant. If the amount sent is insufficient, then the money received by the clerk shall be considered to be a partial payment of the penalty, and it shall be applied by the clerk to the fine and costs and shall be deposited as required by law. The clerk may give notice of the insufficiency, and a supplemental summons or warrant of arrest shall be issued for the defendant's arrest, and a judgment shall be entered by the magistrate for the balance due; or
- (3) Sign the MOT and agree to appear in court on the date and at the time shown on the MOT to protest the charges. If the defendant fails to appear, the municipal court may, in its discretion, issue further notice or a supplemental summons or warrant of arrest.

(c) Employees of the city designated as enforcement officers, who observe violations of Chapter 25, are further authorized to appeal before a magistrate and request a summons or warrant to be issued pursuant to Rule 3.1 of the Alabama Rules of Criminal Procedure.

(d) Employees of the city designated as enforcement officers may issue corrective notices to owners or occupants found to be in violation of any of the provisions of Chapter 25. The issuance of a corrective notice is not required prior to the issuance of an MOT or UNTCC.

#### **Sec. 25-32 – Failure to comply with corrective notices.**

It shall be a violation for any owner or occupant of property in the city limits who receives a corrective notice from an enforcement officer to fail or refuse to complete the corrective action within the time designated.

#### **Sec. 25-33 – Penalties.**

(a) It shall be unlawful for any person to violate any provision of Chapter 25.

(b) Knowing violation of article. For any violation of this article that is committed knowingly, the fine shall be three hundred fifty dollars (\$350.00), or imprisonment for up to three (3) months, or a combination thereof.

(c) Other violations of article. For all violations of this article that are not subject to paragraph (b) above, the fine shall be two hundred dollars (\$200.00), or imprisonment for up to thirty (30) days, or a combination thereof.

(d) Each day a violation of this article is committed or permitted to continue shall constitute a separate offense.

(e) Any person who appears in municipal court and is found guilty of a violation of this chapter may, in the discretion of the court, be punished by a fine of up to three hundred and fifty dollars (\$350.00) or imprisonment of up to three (3) months, or a combination thereof; or, in the alternative, may be subject to any lawful order including without limitation, community service or remedial action, including but not limited to picking up litter.

(f) A schedule of fines for violations of this article shall be published in the municipal court magistrate's fine schedule, which appears at section 1-32 of the City Code.

### ***ARTICLE VI. SEPTAGE AND GREASE HAULER REGULATIONS***

#### **Sec. 25-40 – Title**

This body of regulations shall be known as the septage and grease hauler regulations.

(Ord. No. 25-086, § 1, 11-26-02)

#### **Sec. 25-41 – Findings and purpose.**

(a) The United States District for the Southern District of Alabama, Southern Division, entered a consent decree in a civil action styled United States of America, the State of Alabama, and Mobile Bay Watch, Inc. versus the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, Case No. CV-99-0595-CB-S and 2002-58-CB-S.

(b) The consent decree requires the board of water and sewer commissioners (hereafter the "board") to develop, among other things, a grease control program.

(c) In order to comply with the court's consent decree, the board has asked the city to cooperate by imposing reasonable regulations upon companies that are licensed by the city to operate a septage and grease hauling business.

(d) The city believes that the board's request is reasonable and desires to accommodate the board; and the city further finds that such a policy is desirable and promotes the public health, safety and welfare as it will prevent unlicensed operation of such companies and will reduce illegal discharges of septage and grease.

#### **Sec. 25-42 – License required.**

No person shall engage in the business as a septage or grease hauler within the city or its police jurisdiction without first obtaining a business license in accordance with chapter 34 of the Mobile City Code.

#### **Sec. 25-43 – Operating requirements.**

(a) It shall be a violation of this code for any grease hauler or septage hauler to dispose of any waste at any location other than a disposal site permitted to accept such waste by the Alabama Department of Environmental Management (ADEM), the Alabama State Board of Health, the state department of agriculture, or another governmental agency with authority to permit such activity.

(b) Every vehicle used by any septage or grease hauler must prominently display on the exterior of the vehicle in at least four-inch lettering the following information: company name, business license number and business telephone number.

(c) Every vehicle used by any septage or grease hauler must maintain a chain of custody or manifest for each pick up, disposal or other service provided for each customer. Such document must identify the source of waste hauled, the type of waste hauled, the date and time waste were accepted by the hauling company, the amount of waste accepted, the disposal location for waste, and any applicable permit numbers associated with the process. When waste is removed from a food service facility, a copy of the completed manifest must be returned to the originating facility.

(d) Any violation of this code section, may result in the issuance of a MOT or UNTCC to the operator and or vehicle's owner of the septage or grease hauler vehicle.



## AGENDA ITEM SUMMARY SHEET

Agenda of: 3/12/2024

### 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: 3/12/2024

### 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

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**GINA GREGORY**

VICE PRESIDENT - DISTRICT 7

**CORY PENN**

DISTRICT 1

**WILLIAM CARROLL**

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DISTRICT 4

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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:

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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> <b>02/20/2024</b>	<u>Application Type</u> <b>NEW APPLICATION</b>	<u>Application Number</u> <b>2024 - 5614</b>	<u>License Number Assigned</u> <b>126677</b>	<u>City Council Agenda Date</u> <b>March 5, 2024</b>
<u>License Type applied for with Alabama ABC Board</u> <b>010 - LOUNGE RETAIL LIQUOR CLASS I</b>		<u>2nd License Type applied for with Alabama ABC Board</u>		
<b>Business Information</b>				
<u>Legal Business Name</u> <b>GREGGORY ALLEN TOSSPON</b>		<u>Trade Name (DBA)</u> <b>THE STICKY ROOSTER</b>		
<u>Business Structure Type</u> <b>SP - SOLE PROPIETORSHIP</b>	<u>Incorporation Date</u>	<u>Entity ID</u>	<u>State</u>	<u>County</u>
<u>Federal Tax ID (FEIN)</u> <b>414-98-4342</b>	<u>AL State Tax ID</u> <b>R011965717</b>			
<u>Physical Address of Business (Street Address, Suite #)</u> <b>5335 HIGHWAY 90</b>		<u>City</u> <b>MOBILE</b>	<u>State</u> <b>AL</b>	<u>Zip Code</u> <b>36619</b>
<u>Mailing Address for Business (PO Box, Street Name, Suite #)</u>		<u>City</u>	<u>State</u> <b>AL</b>	<u>Zip Code</u>
<u>Primary Business Activity at this location</u> <b>LOUNGE/BAR</b>		<u>If Location Transfer, Previous street Address and Zip Code</u> <b>N/A</b>		
<b>Business Contact Person Information</b>				
<u>Name</u> <b>GREGGORY A TOSSPON</b>	<u>Title</u> <b>OWNER</b> <input type="checkbox"/> <b>POA</b>	<u>Phone</u>	<u>Email</u> <b>STICKYVH1993@GMAIL.COM</b>	
<b>If TRANSFER of license, Previous Licensee Information</b>				
<u>Legal Business Name</u> <b>N/A</b>		<u>Trade Name (DBA)</u>		
<u>License Type</u>		<u>License Number</u>	<u>Any ABC Pending Actions</u>	
<b>Land/Building Information</b>				
<u>Do you own or rent/lease the property?</u> <b>RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED</b>				
<u>Property Owner Name</u> <b>TIMOTHY S CHIMENTO</b>		<u>Prop Owner Phone</u>	<u>Property Owner Email</u> <b>TSCHIMENTO@BELLSOUTH.NET</b>	
<u>Property Owner Address</u> <b>D</b>		<u>City</u>	<u>State</u>	<u>Zip Code</u>
<u>Build Square Footage</u> <b>3,000</b>	<u>Build Seating Capacity</u> <b>50</b>	<u>Restroom Facilities</u> <b>YES</b>	<u>Patio Area</u> <b>NO</b>	<u>Structure</u> <b>SINGLE</b>
<u>License Covers</u> <b>ENTIRE STRUCTURE</b>				
<u>Do the premises have a fully equipped and operational kitchen?</u> <b>NO</b> <u>Is the business used to habitually and principally provide food to the public?</u> <b>NO</b> <u>Is the business equipped with services and facilities for on premises consumption?</u> <b>YES</b> <u>Will the business be operated primarily as a package store?</u> <b>NO</b>				

# 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) <b>TOSSPON, GREGGORY ALLEN</b>		Title <b>OWNER</b>		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?					
<b>NO</b>	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?					
<b>NO</b>	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)		
Full Name (Last, First, Middle) <b>N/A</b>		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) <b>N/A</b>		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. Tosspon

2-14-24

Owner/Applicant Signature

Title

Gregory A. Tosspon

~~2-14-24~~ Owner

Sworn to and subscribed before me this 14th day of FEBRUARY 20 24

Notary Printed Name

Notary Signature

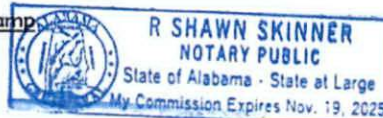
My (Notary) Commission Expires

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.

BAF

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

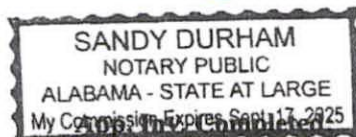
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Gregory Allen Tosspon

Signature of Applicant: Gregory Allen Tosspon

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](http://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

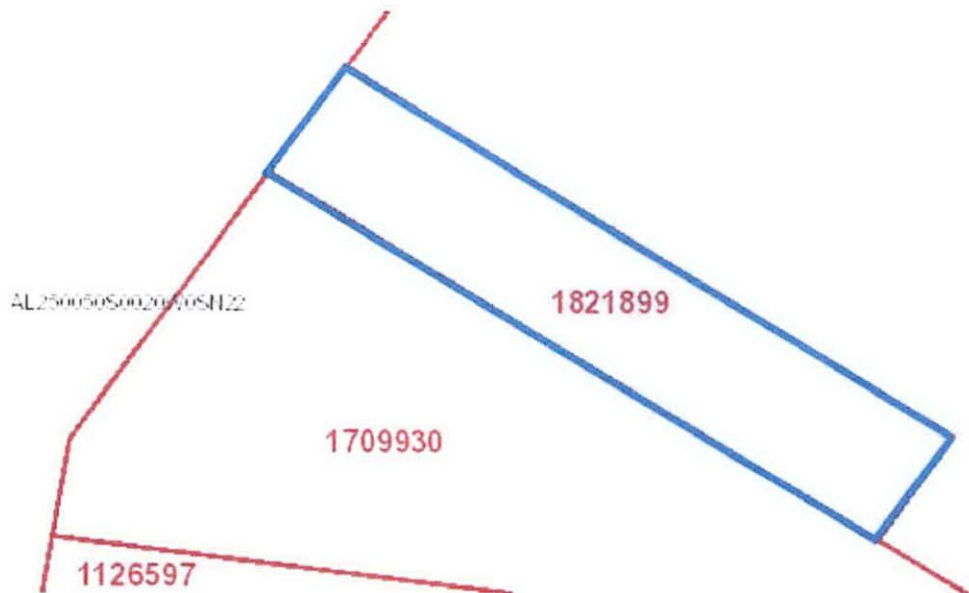
1/30/24

| 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 &amp; 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

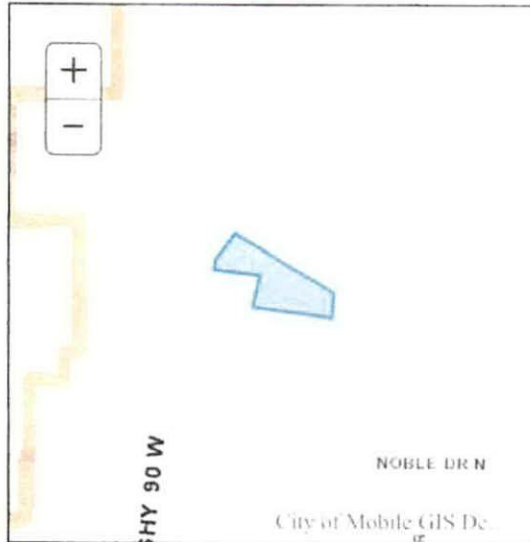
• **Trash Pickup Day/ Unit:**

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 boundaries 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 5<sup>th</sup> 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**

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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.

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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

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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.

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**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

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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

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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

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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

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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

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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.

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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.**

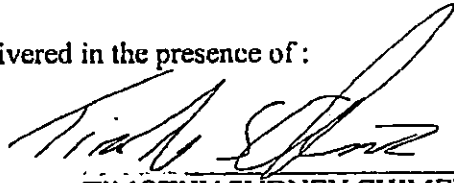
Tenants Initials YAT


Page 13

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

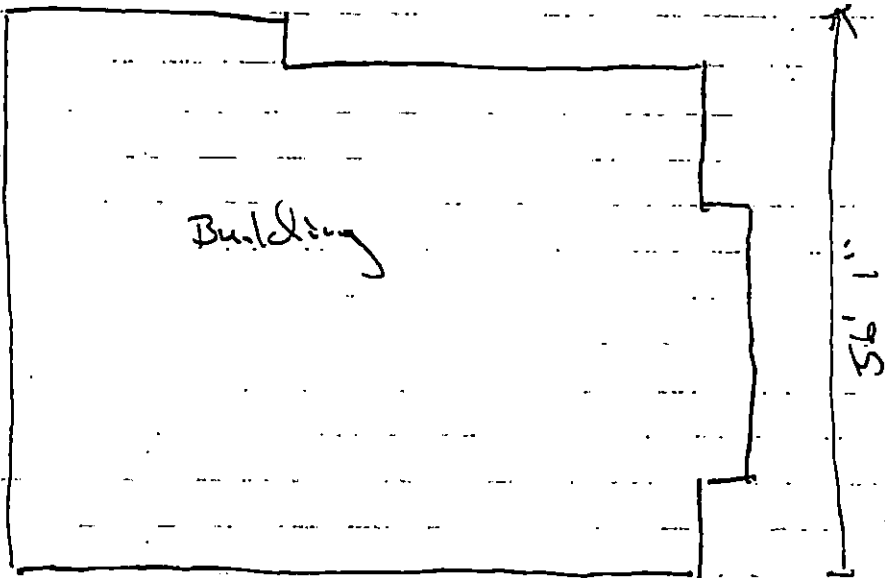
## PLANNING & ZONING DEPARTMENT APPROVAL

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

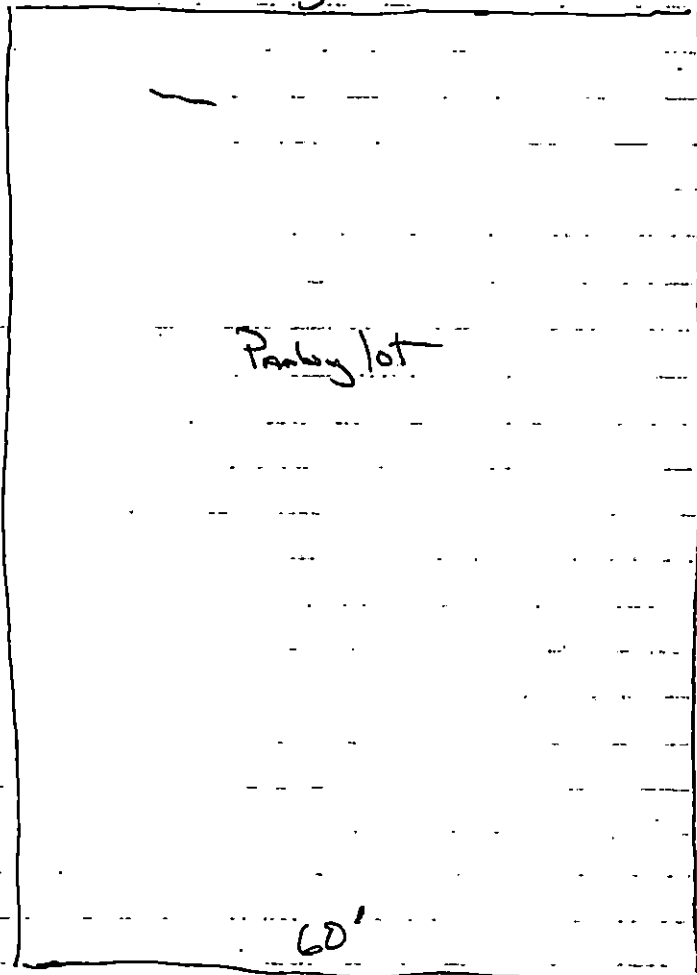
<b>Business Structure</b> <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Corporation	<b>Application Type</b> <input checked="" type="checkbox"/> New Business <input type="checkbox"/> New Owner <input type="checkbox"/> Location Change	<b>Transfer - License?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes  <b>Relocation Date</b>	<b>Description/Type</b> <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
<b>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</b> <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			
<b>Legal Business Name</b> The Sticky Rooster		<b>Trade Name (DBA)</b> The Sticky Rooster	
<b>Company Physical Address (Street Address, Suite #)</b> 5335 Highway 90		<b>City</b> Mobile	<b>State</b> AL
<b>Business Contact Person Information</b> <b>Name</b> Greggory Allen Tosspon		<b>Title</b> Sole Proprietor	<b>Phone</b>  <b>Email</b> ickyuh1993@gmail.com
<b>URBAN DEVELOPMENT DEPARTMENT USE ONLY</b>			
<b>Building Sq Footage</b> 3,000 sqft	<b>Parking Provided</b> 10+	<b>Parking Required</b> 10	<b>Compliance</b> Yes
<b>Zoning</b> B-3		<b>Approved</b> Yes	
<b>Comments</b>			
<b>Print Name</b> Payton Rogers	<b>Signature</b> 		<b>Date</b> 2/23/2024

5335

HWY 20  
NOBILK  
A1



56'

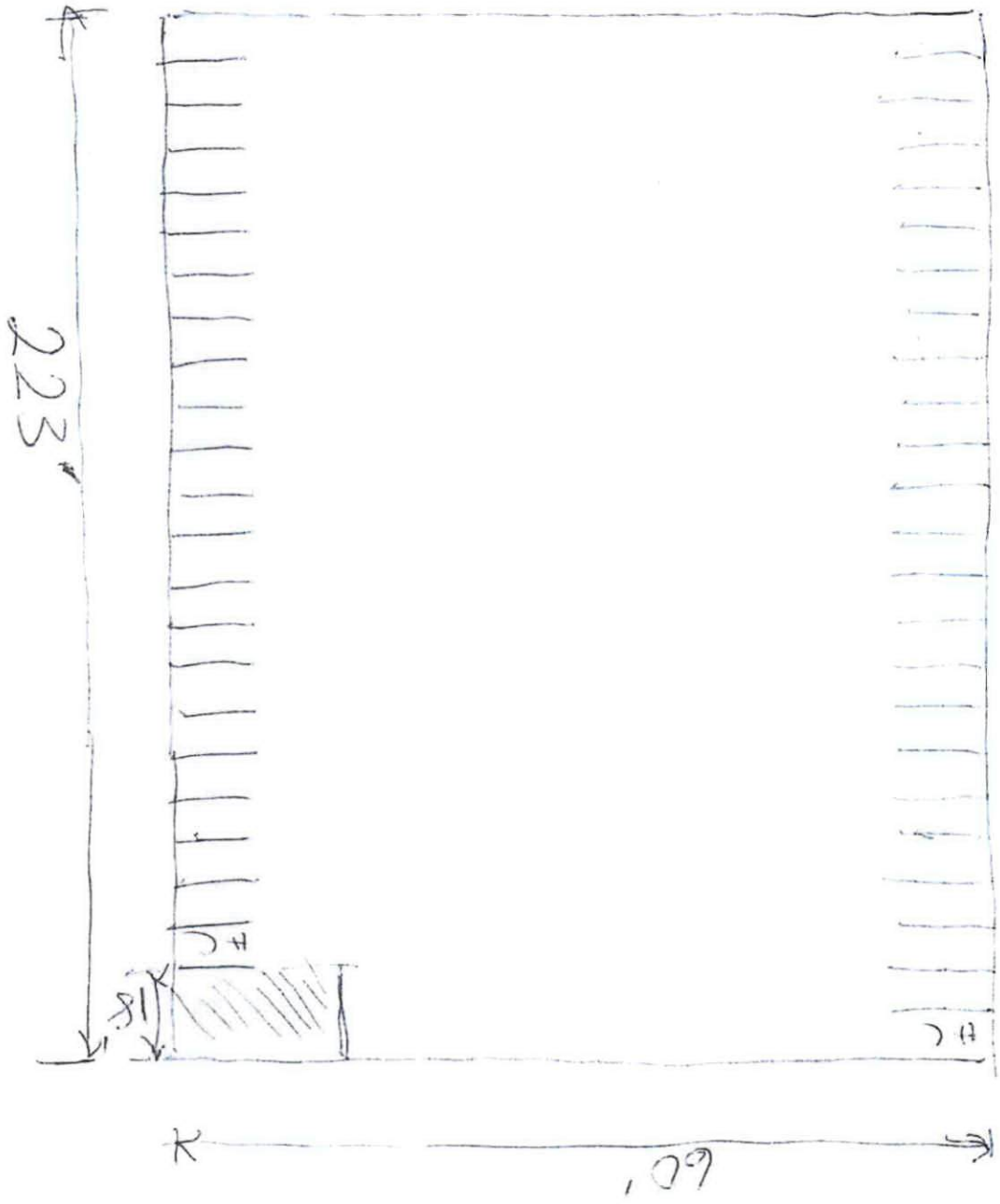


Parley lot

223'

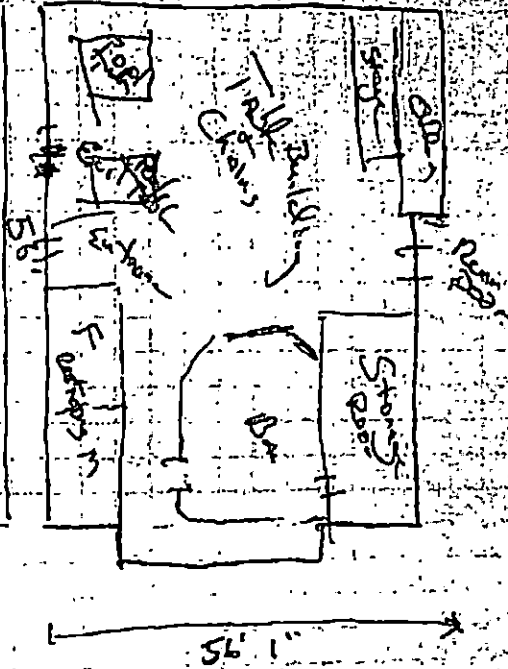
60'

The Sticky Rooster  
Parking lot



533  
706  
41

11-25-23

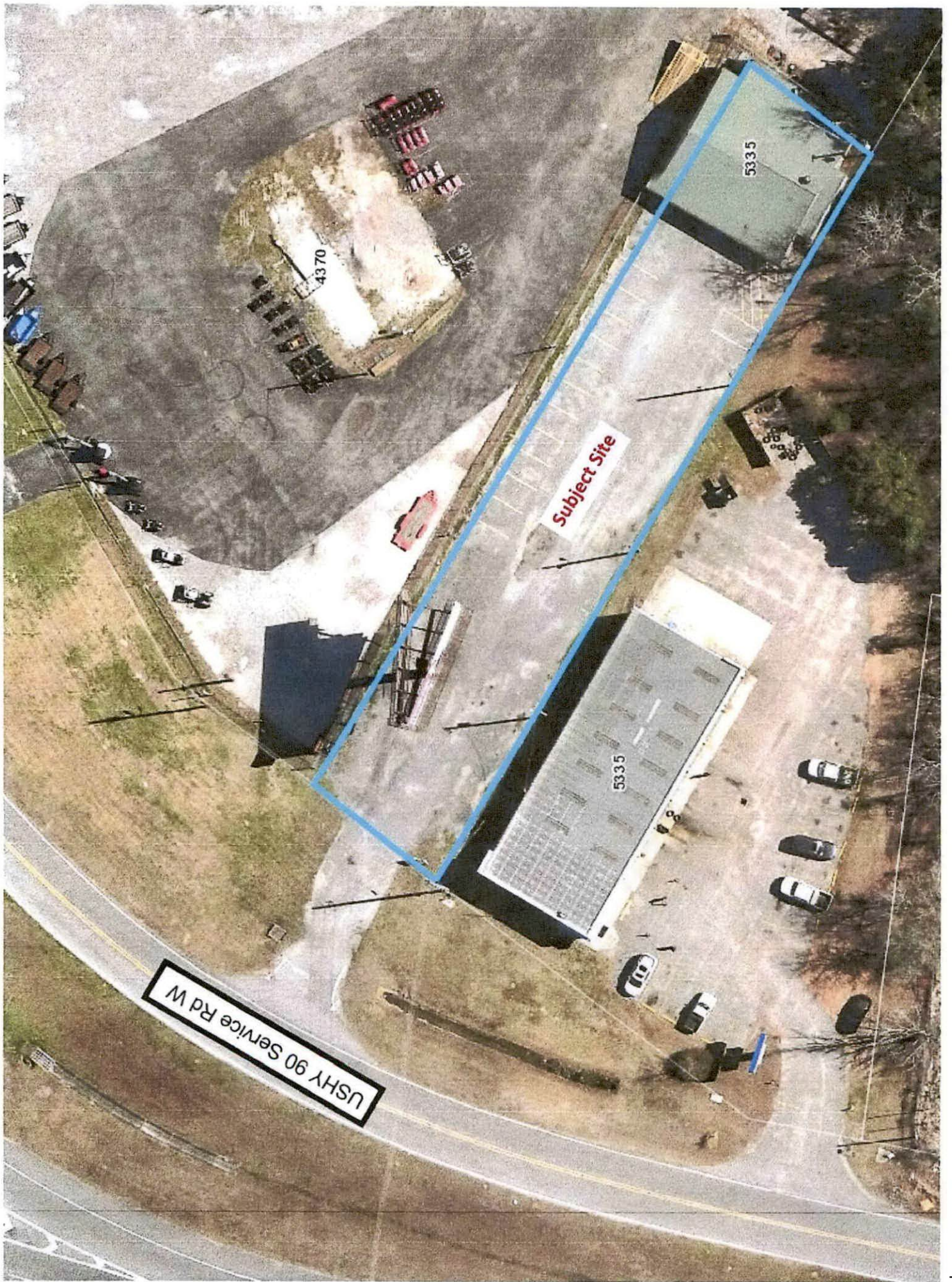


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223

69









## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**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:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

<b>Requisition</b>	<b>Fiscal Year</b>	<b>Department</b>	<b>Description</b>	<b>Amount</b>	<b>Vendor</b>
<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:

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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
--	--

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
--	----------

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:**3/12/2024

**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:

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FUNDING SOURCE:

Associated Costs:

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

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## **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:

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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: \_\_\_\_\_ TITLE: Mayor, City of Mobile DATE: \_\_\_\_\_  
DocuSigned by: William S. Stimpson  
LESSOR: Chris Shutter TITLE: Doc Team Lead DATE: 02/20/2024 | 9:40 AM PST  
95DAA9061F1A411...





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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> 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 &amp; 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														
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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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <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"/> <b>AUTOMOBILE LIABILITY</b> <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"/> <b>UMBRELLA LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	JCD40017R0	11/01/2023	11/01/2024	<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

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

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

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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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[Accept](#)
[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~~ **Mary Catherine Wells**  
Procurement Officer

Acting

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	60167-3992	\$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	60167-3992	\$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	60167-3942	\$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	60167-3992	\$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	60167-3908	\$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	60167-3908	\$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	60167-3978	\$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	60167-3986	\$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	60167-3908	\$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	60167-3992	\$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	60167-3978	\$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	60167-3992	\$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	60167-3992	\$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	60167-3942	\$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	60167-3986	\$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	60167-3978	\$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	60167-3908	\$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	60167-3986	\$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	60167-3992	\$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	60167-3986	\$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	60167-3992	\$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	60167-3978	\$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	60167-3907	\$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	60167-3942	\$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	60167-3907	\$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	60167-3942	\$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	\$66.99	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 &#38; 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 &#38; 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 2-600	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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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Canon Solutions America, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [msinanian@csa.canon.com](mailto:msinanian@csa.canon.com)

**To advise Canon Solutions America, Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [msinanian@csa.canon.com](mailto:msinanian@csa.canon.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Canon Solutions America, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [msinanian@csa.canon.com](mailto:msinanian@csa.canon.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Canon Solutions America, Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [msinanian@csa.canon.com](mailto:msinanian@csa.canon.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* 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.

**Acknowledging your access and consent to receive materials electronically**

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	<a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a>												
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](http://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*.

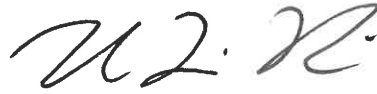
Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

**\*\*\*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](mailto: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.**

By: \_\_\_\_\_

DocuSigned 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](http://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			
<b>Monthly RFP Total</b>	<b>1412092</b>	<b>104851</b>	<b>225</b>			
<b>Annual Cost</b>						
<b>60-Month Term</b>						
<b>Monthly Optional Estimated Software</b>						

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](http://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](mailto: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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## 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 tested<sup>1</sup> tout easily replaceable components, extraordinarily comprehensive usability, and an astonishing overall misfeed rate of just 1 every 426,000 impressions<sup>2</sup>, 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  
PJL (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

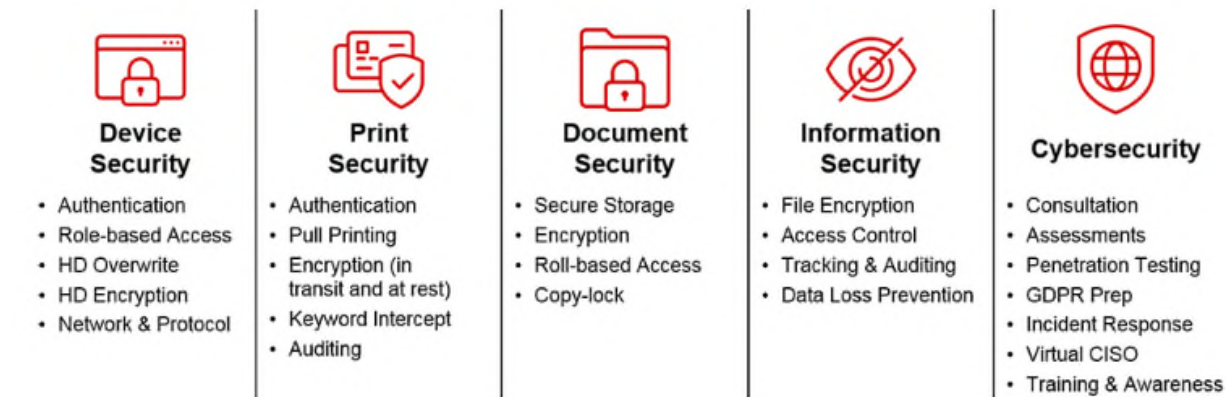
Optional:

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](mailto: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 <del>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</del> 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.), <del>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.</del></p> <p>Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.</p> <p><del>Unless Vendor fails to provide a timely</del></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,—<del>Nothing contained herein shall be construed as prohibiting</del> the County, its officers, agents, or its employees, <del>may defend such Claim from defending</del> through the selection and use of their own agents, attorneys and experts.,—<del>any claims, actions, or suits brought against them.</del> In such instance, <del>The</del> 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 <del>property</del> 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>



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.

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			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 <b>any statute of limitations to the contrary is hereby waived.</b>	
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><del>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.</del></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, <b>provided</b> (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 <b>and approve same in writing</b></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

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
			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

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				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 <del>responsible</del> 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 <del>policy</del>
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	<del>Type Of Insurance: Retention for Self-Insured Hazards (each occurrence)</del>  <del>Minimum Acceptable Limits of Liability: \$1,000,000.00</del>



Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
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)	<del>Garage Liability (combines standard GL &amp; Auto Liability)</del> 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 <del>termination</del> 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

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
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 <sup>st</sup> 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>

Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				<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><del>The County may assess cash penalties against the Vendor for failure to meet promised "up-time" commitments.</del></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><del>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.</del></p> <p>Canon Solutions America's experience has shown that the benchmark for a loaner to be issued has been 16</p>



Bid Section Name	Page No.	Section No.	Bid Verbiage	Canon Solutions America's Response to Bid Verbiage
				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**

<b>Bid Section Name</b>	<b>Page No.</b>	<b>Section No.</b>	<b>Bid Verbiage</b>	<b>Canon Solutions America's Response to Bid Verbiage</b>
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



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		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. <del>NATIONAL—IPA</del> NEITHER PARTY SHALL <del>NOT</del> BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF <del>NATIONAL—IPA</del> SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p>



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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

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			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.

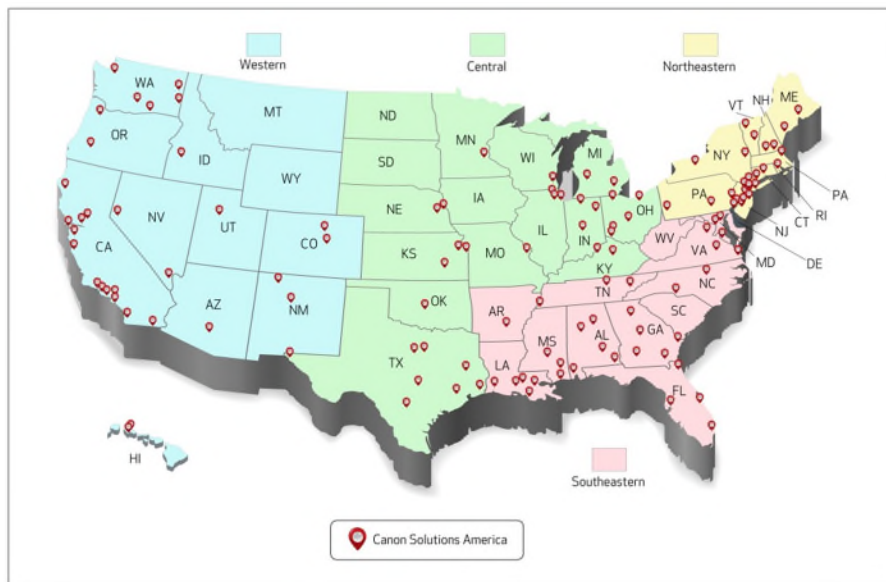
By Peter Kowalczyk  
Peter Kowalczyk, President



## 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.

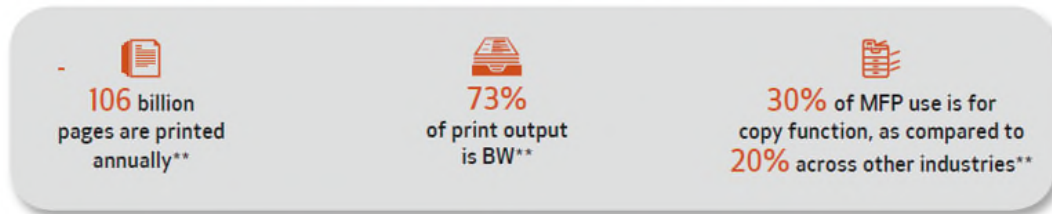


## Commitment to the Government and Educational Sectors

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](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](http://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](http://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** 3<sup>RD</sup> 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.*

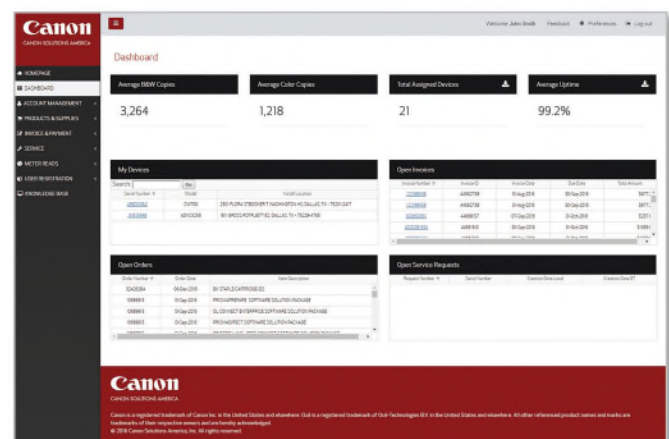
myCSA will help save you valuable time and includes these exciting features:

- 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.



## METER READINGS

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 20-06-2019.

Item Number	Part Number	Quantity	Unit Price	Total Price
1	HP123456	1	\$100.00	\$100.00
2	HP123456	1	\$100.00	\$100.00
3	HP123456	1	\$100.00	\$100.00
4	HP123456	1	\$100.00	\$100.00

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

**Estimated Total: \$400.00**

**Serial Number**   **Equipment Number**   **Next Due Date**   **Status/Ready/State**

Serial Number	Equipment Number	Next Due Date	Status/Ready/State
HP123456	HP123456	20-06-2019	Current

**Enter Card**   **Add Item**   **View Shipping/Printing Information**

**METER DETAILS**

Search Equipment: Model: Reaction Date: Assign To: Show [X] Columns

Showing: 1 to 10 of 10 entries   **Previous**   **Next**

Equipment Number	Model	Reaction Date	Assigned To	Meter Reading	Unit Price	Total Price
HP123456	HP123456	20-06-2019	HP123456	100.00	\$100.00	\$100.00

**Enter Card**   **Add Item**   **View Shipping/Printing Information**

## ORDER SUPPLIES ONLINE

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.

## SERVICE & SUPPORT

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.

**OPEN SERVICE REQUESTS**

Search for a specific request by entering the Request Number, Serial Number or Model. You may also filter by User or Date.

Request Number:   Serial Number:   Model:   User:   Date:   Show [X] Columns

Showing: 1 to 10 of 10 entries   **Previous**   **Next**

Request Number	Serial Number	Model	User	Date	Status	Comments
HP123456	HP123456	HP123456	HP123456	20-06-2019	Open	Service Request

**CLOSED SERVICE REQUESTS**

Search for a specific request by entering the Request Number, Serial Number or Model. You may also filter by User or Date.

Request Number:   Serial Number:   Model:   User:   Date:   Show [X] Columns

Showing: 1 to 10 of 10 entries   **Previous**   **Next**

Request Number	Serial Number	Model	User	Date	Status	Comments
HP123456	HP123456	HP123456	HP123456	20-06-2019	Closed	Service Request

## ACCOUNT MANAGEMENT

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.

Invoice/Contract Number:   Contract/Contract:   Invoice/Invoice:   Purchase Order:

Serial Number:   Serial Number:   Serial Number:

Transaction From Date:   Transaction To Date:   Transaction To Date:

Transaction Type:   Transaction Status:   Invoice Type:   User/Printer/Device/Model:

Showing: 1 to 10 of 10 entries   **Previous**   **Next**

Invoice Number	Contract Number	Invoice Date	Invoice Status	Invoice Type
HP123456	HP123456	20-06-2019	Invoice/Invoice	Invoice/Invoice

**Enter Credit Card Details**

Card Number:   Expiration Month:   Expiration Year:   Continue   Clear All

**Make Payment**

Invoice Number:   Invoice Date:   Invoice Amount:   Payment Amount:   Payment Method:

Invoice Number	Invoice Date	Invoice Amount	Payment Amount	Payment Method
HP123456	20-06-2019	\$100.00	\$100.00	CC

**Enter Card**   **Add Item**   **View Shipping/Printing Information**

## INVOICES & PAYMENTS

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

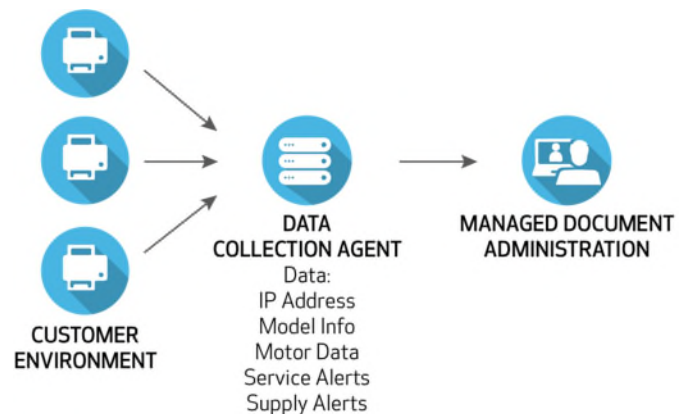
- Parts
- Labor

***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	<b>Included</b>
<i>Parts (break-fix)</i>	T&M	<b>Included</b>
<i>Labor (break-fix)</i>	T&M	<b>Included</b>
<i>Device Monitoring</i>	n/a	<b>Included</b>
<i>Proactive Alert/Error Condition Response</i>	n/a	<b>Included</b>
<i>Usage Reporting</i>	n/a	<b>Included</b>
<i>Level 1 Help Desk</i>	Vendor Specific	<b>Included</b>
<i>Fixed Cost-Per-Print</i>	n/a	<b>Included</b>
<i>Simplified Billing</i>	n/a	<b>Included</b>
<i>Consumables Tracking</i>	n/a	<b>Included</b>
<i>Comprehensive Account Review</i>	n/a	<b>Included</b>
<i>Simplified Vendor Management</i>	Multiple	<b>One Vendor</b>

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

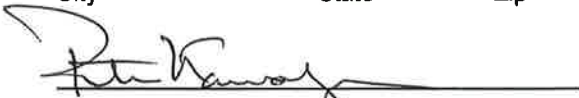
Address

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 26<sup>th</sup> (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

**OFFEROR'S SUBCONTRACTORS**

The County will consider wholly owned subsidiaries or independent dealers as a subcontractor.

<b>FULL NAME OF OFFEROR:</b>	Canon Solutions America, Inc.
<b>CONTACT PERSON:</b>	Stacey Andersson, Major Account Executive

**SUBCONTRACTORS**

A. Will you employ subcontractors?  X  (YES)   (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

<b>COMPANY NAME:</b>	MDI
<b>ADDRESS:</b>	11230 Katherine's Crossing, Suite 300
	Woodridge, IL 60517
<b>CONTACT PERSON:</b>	Michael Stark
<b>TELEPHONE NUMBER:</b>	866.439.8060
<b>WORK TO BE PROVIDED:</b>	Delivery, minor installation, and connectivity of the Canon units.

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>WORK TO BE PROVIDED:</b>	
<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	

<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>WORK TO BE PROVIDED:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>WORK TO BE PROVIDED:</b>	

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

<b>D&amp;B Address</b>				<b>Added to Portfolio:</b> 09/17/2013	
<b>Address</b>		<b>Location Type</b>		<b>Last View Date:</b> 06/23/2016	
One Canon Park Melville, NY, US - 11747		Headquarters (Subsidiary)		<b>Endorsement :</b> jusantiago@csa.canon.com	
<b>Phone</b> 631 330-5000		<b>Web</b> www.usa.canon.com			
<b>Fax</b>					

## Company Summary

Currency: Shown in USD unless otherwise indicated 

### Score Bar

<b>PAYDEX®</b>		<b>65</b>	Paying 19 days past due
<b>Commercial Credit Score Class</b>		<b>2</b>	Low to Moderate Risk of severe payment delinquency.
<b>Financial Stress Score Class</b>		<b>4</b>	Moderate to High Risk of severe financial stress.
<b>D&amp;B Rating</b>		<b>1R4</b>	1R indicates 10 or more Employees, Credit appraisal of 4 is limited
<b>Credit Limit - D&amp;B Aggressive</b>		<b>900,000.00</b>	Based on profiles of other similar companies.
<b>Credit Limit - D&amp;B Conservative</b>		<b>400,000.00</b>	Based on profiles of other similar companies.
<b>Bankruptcy Found</b>		<b>No</b>	

### 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 3 acct	6 on 6 acct

### D&B Company Overview

This is a headquarters (subsidiary) location

<b>Branch(es) or Division(s) exist</b>	Y
<b>Chief Executive</b>	YOROKU ADACHI, CHB
<b>Year Started</b>	1971
<b>Employees</b>	6600 (125 Here)
<b>Financing</b>	SECURED
<b>SIC</b>	7389
<b>Line of business</b>	Business services
<b>NAICS</b>	561990
<b>History Status</b>	CLEAR



## FirstRain Company News

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**Canon Solutions America Announces Aleyant**  
2016-09-07T09:01:57 EST 9:01 AM-Tech News

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**Adding Value and Services to Help In-Plants**  
2016-09-06T19:20:15 EST 7:20 PM-In-plant

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**Canon Solutions America Announces**  
2016-09-06T10:42:27 EST 10:42 AM-TMC

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**CAD Tech News (#49)**  
2016-09-01T13:02:01 EST 1:02 PM-Cadalyst

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**Canon Stresses Security with Latest PlotWave**  
2016-08-28T01:59:01 EST 1:59 AM-Cadalyst

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**nQueue and Canon Solutions America**  
2016-08-25T21:42:59 EST 9:42 PM-Stamford

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**Canon Solutions America Honored for**  
2016-08-22T17:33:36 EST 5:33 PM-SIGN & Digital

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**Books: Market Dynamics Taking Hold**  
2016-08-22T07:18:35 EST 7:18 AM-Muller Martini

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**Trekk Inc. honored for videos created for**  
2016-08-19T10:07:24 EST 10:07 AM-Rockford

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**Safeguard Your Large-Format Printing**  
2016-08-18T20:20:23 EST 8:20 PM-In-plant

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**Canon 2016 Analyst Summit Lays Out Plan To**  
2016-08-12T10:11:54 EST 10:11 AM-IT News Online

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**Books: Market Dynamics Taking Hold**  
2016-08-08T13:42:13 EST 1:42 PM-Printing

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**Canon Announces the Latest Version of**  
2016-08-08T08:37:37 EST 8:37 AM-TMC

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**Luminaire Inaugural Innovation Award Winners**  
2016-08-05T13:01:36 EST 1:01 PM-OutputLinks

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**AlphaGraphics Brookfield Explores New**  
2016-08-02T09:06:12 EST 9:06 AM-Tech News

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**"Xplor at Graph Expo" Event Sponsored by**  
2016-07-27T13:01:45 EST 1:01 PM-OutputLinks

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**Kentucky School uses uniFLOW for unified**  
2016-07-27T11:22:32 EST 11:22 AM-Industry

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**Canon Solutions, BCC Software Form Alliance**  
2016-07-26T15:27:14 EST 3:27

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**Strategic Relationship Opens New Efficiencies**  
2016-07-25T09:01:45 EST 9:01 AM-OutputLinks

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**Eric Hawkinson on Canon's Surprise Product at**  
2016-07-20T10:42:13 EST 10:42 AM-Printing

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**Canon Solutions America and BCC Software**  
2016-07-20T02:50:48 EST 2:50

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**Canon Unleashes Print and Voyager at drupa**  
2016-07-19T13:53:42 EST 1:53 PM-Print Media

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**The Rise of Inkjet as Experienced by PCI**  
2016-07-19T10:11:54 EST 10:11 AM-IT News Online

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**Canon Examines the Impact of G7 Process**  
2016-07-12T12:42:46 EST 12:42 PM-Printing

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**Feeding 'The Connection' That Starts with**  
2016-07-08T13:44:20 EST 1:44 PM-Printing

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[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:

<b>3</b>	<b>Viability Score</b>	Lowest Risk:1	Highest Risk:9
<b>Compared to All US Businesses within the D&amp;B Database:</b> <ul style="list-style-type: none"> <li>Level of Risk: <b>Low Risk</b></li> <li>Businesses ranked 3 have a probability of becoming no longer viable: <b>3 %</b></li> <li>Percentage of businesses ranked 3: <b>15 %</b></li> <li>Across all US businesses, the average probability of becoming no longer viable: <b>14 %</b></li> </ul>			
<b>3</b>	<b>Portfolio Comparison</b>	Lowest Risk:1	Highest Risk:9
<b>Compared to All US Businesses within the same MODEL SEGMENT:</b> <ul style="list-style-type: none"> <li>Model Segment : <b>Established Trade Payments</b></li> <li>Level of Risk: <b>Low Risk</b></li> <li>Businesses ranked 3 within this model segment have a probability of becoming no longer viable: <b>3 %</b></li> <li>Percentage of businesses ranked 3 with this model segment: <b>11 %</b></li> <li>Within this model segment, the average probability of becoming no longer viable: <b>5 %</b></li> </ul>			
<b>B</b>	<b>Data Depth Indicator</b>	Predictive Data:A	Descriptive Data:G
<b>Data Depth Indicator:</b> <ul style="list-style-type: none"> <li>✓ Rich Firmographics</li> <li>✓ Extensive Commercial Trading Activity</li> <li>✓ Basic Financial Attributes</li> </ul> <p>Greater data depth can increase the precision of the D&amp;B Viability Rating assessment.</p>			
<b>Z</b>	<b>Company Profile</b>	<b>Subsidiary</b>	

## 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.

<b>Norms</b>	<b>National %</b>
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.

<b>Current PAYDEX is</b>	<b>65</b>	Equal to 19 days beyond terms ( Pays more slowly than the average for its industry of 6 days beyond terms )
<b>Industry Median is</b>	<b>76</b>	Equal to 6 days beyond terms
<b>Payment Trend currently is</b>		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.

<b>Total payment Experiences in D&amp;Bs File (HQ)</b>	397
<b>Payments Within Terms (not weighted)</b>	76 %
<b>Trade Experiences with Slow or Negative Payments(%)</b>	30.73%
<b>Total Placed For Collection</b>	1
<b>High Credit Average</b>	17,887
<b>Largest High Credit</b>	1,000,000
<b>Highest Now Owing</b>	1,000,000
<b>Highest Past Due</b>	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
<b>This Business</b>	74	74	74	74	75	67	68	69	67	69	65	65
<b>Industry Quartiles</b>												
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 .

<b>Previous Year</b>	<b>09/14 Q3'14</b>	<b>12/14 Q4'14</b>	<b>03/15 Q1'15</b>	<b>06/15 Q2'15</b>
<b>This Business</b>	UN	74	74	74
<b>Industry Quartiles</b>				
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.

<b>\$ Credit Extended</b>	<b># Payment Experiences</b>	<b>Total Amount</b>	<b>% of Payments Within Terms</b>
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
<b>Other payment categories</b>								
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					
<b>Total in D&amp;B's file</b>	<b>397</b>	<b>5,535,300</b>	<b>1,000,000</b>					

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

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**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

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**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

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**Amount** 22,071  
**Status** Open  
**DOCKET NO.** 201300024031  
**Type** State Tax  
**Filed By** COMMONWEALTH OF PA DEPARTMENT OF REVENUE

<b>Against</b>	OCE IMAGISTICS, 17 19 TRUMBULL, CT
<b>Where Filed</b>	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA
<b>Date Status Attained</b>	12/19/13
<b>Date Filed</b>	12/19/13
<b>Latest Info Received</b>	12/20/13

<b>Amount</b>	<b>8,942</b>
<b>Status</b>	<b>Released</b>
<b>DOCKET NO.</b>	116918887
<b>Type</b>	State Tax
<b>Filed By</b>	WORKFORCE SER
<b>Against</b>	CANON BUSINESS SOLUTIONS, NEW YORK, NY
<b>Where Filed</b>	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT
<b>Date Status Attained</b>	09/27/11
<b>Date Filed</b>	06/06/11
<b>Latest Info Received</b>	10/14/11

## Suits

<b>Suit Amount</b>	<b>1,516</b>
<b>Status</b>	<b>Pending</b>
<b>CASE NO.</b>	CSM11838880
<b>Plaintiff</b>	CATAPULT ADVISORS LLC
<b>Defendant</b>	CANON BUSINESS SOLUTIONS INC., SAN FRANCISCO, CA
<b>Cause</b>	UNFAIR BUSINESS PRACTICE
<b>Where filed</b>	SAN FRANCISCO COUNTY SMALL CLAIMS COURT, SAN FRANCISCO, CA
<b>Date status attained</b>	10/13/11
<b>Date filed</b>	10/13/11
<b>Latest Info Received</b>	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

<b>Collateral</b>	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
<b>Type</b>	Amendment
<b>Sec. Party</b>	IBM CREDIT LLC
<b>Debtor</b>	CANON BUSINESS SOLUTIONS, INC.
<b>Filing No.</b>	1201230045950
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
<b>Date Filed</b>	2012-01-23
<b>Latest Info Received</b>	01/31/12
<b>Original UCC Filed Date</b>	2010-01-05
<b>Original Filing No.</b>	1001055009313

<b>Type</b>	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



<b>Sec. Party</b>	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
<b>Debtor</b>	OCE IMAGISTICS, INC., TRUMBULL, CT
<b>Filing No.</b>	40000075233529
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
<b>Date Filed</b>	2013-08-31
<b>Latest Info Received</b>	09/01/13
<b>Original UCC Filed Date</b>	2012-08-02
<b>Original Filing No.</b>	40000054704589

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<b>Collateral</b>	Business machinery/equipment
<b>Type</b>	Amendment
<b>Sec. Party</b>	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
<b>Debtor</b>	OCE IMAGISTICS, INC., TRUMBULL, CT
<b>Filing No.</b>	40000077078457
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
<b>Date Filed</b>	2013-10-04
<b>Latest Info Received</b>	10/05/13
<b>Original UCC Filed Date</b>	2012-08-02
<b>Original Filing No.</b>	40000054704589

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<b>Collateral</b>	Business machinery/equipment
<b>Type</b>	Amendment
<b>Sec. Party</b>	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
<b>Debtor</b>	OCE IMAGISTICS, INC., TRUMBULL, CT
<b>Filing No.</b>	40000081061070
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
<b>Date Filed</b>	2013-12-27
<b>Latest Info Received</b>	12/31/13
<b>Original UCC Filed Date</b>	2012-08-02
<b>Original Filing No.</b>	40000054704589

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<b>Collateral</b>	Business machinery/equipment
<b>Type</b>	Amendment
<b>Sec. Party</b>	EQUITY RESOURCE GROUP, INC., LITTLE ROCK, AR
<b>Debtor</b>	OCE IMAGISTICS, INC., TRUMBULL, CT
<b>Filing No.</b>	40000083451419
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, LITTLE ROCK, AR
<b>Date Filed</b>	2014-02-12
<b>Latest Info Received</b>	02/18/14
<b>Original UCC Filed Date</b>	2012-08-02
<b>Original Filing No.</b>	40000054704589

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**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

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**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

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**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

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**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

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**Collateral** Leased Computer equipment and proceeds  
**Type** Original  
**Sec. Party** DELL FINANCIAL SERVICES L.P., AUSTIN, TX  
**Debtor** CANON BUSINESS SOLUTIONS-EAST, INC

<b>Filing No.</b>	0705155492801
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
<b>Date Filed</b>	2007-05-15
<b>Latest Info Received</b>	05/22/07

<b>Collateral</b>	Leased Computer equipment and proceeds
<b>Type</b>	Original
<b>Sec. Party</b>	DELL FINANCIAL SERVICES L.P., AUSTIN, TX
<b>Debtor</b>	CANON BUSINESS SOLUTIONS - EAST, INC.
<b>Filing No.</b>	2007 1613719
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
<b>Date Filed</b>	2007-04-30
<b>Latest Info Received</b>	06/12/07

<b>Collateral</b>	Leased Computer equipment and proceeds
<b>Type</b>	Original
<b>Sec. Party</b>	DELL FINANCIAL SERVICES L.P., AUSTIN, TX
<b>Debtor</b>	CANON BUSINESS SOLUTIONS-EAST, INC
<b>Filing No.</b>	0606085563605
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
<b>Date Filed</b>	2006-06-08
<b>Latest Info Received</b>	06/30/06

<b>Collateral</b>	Leased Computer equipment and proceeds
<b>Type</b>	Original
<b>Sec. Party</b>	DELL FINANCIAL SERVICES, L.P., AUSTIN, TX
<b>Debtor</b>	CANON BUSINESS SOLUTIONS - EAST, INC
<b>Filing No.</b>	0602075127269
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
<b>Date Filed</b>	2006-02-07
<b>Latest Info Received</b>	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

<b>Company Name:</b>	CANON SOLUTIONS AMERICA, INC.
<b>Doing Business As :</b>	(SUBSIDIARY OF CANON U.S.A., INC., MELVILLE, NY) , CANON USA INC - CORPORATE HEADQUARTERS
<b>Street Address:</b>	One Canon Park Melville , NY 11747
<b>Phone:</b>	631 330-5000
<b>URL:</b>	<a href="http://www.usa.canon.com">http://www.usa.canon.com</a>
<b>History</b>	Is clear
<b>Present management control</b>	45 years

### History

The following information was reported: **04/04/2016**

<b>Officer(s):</b>	YOROKU ADACHI, CHB SEYMOUR LIEBMAN, V CHB-SEC TOYOTSUGU KUWAMURA, PRES KUNIHICO TEDO, TREAS
--------------------	--

**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.

KUNIHICO 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.

<b>Registered Name:</b>	CANON SOLUTIONS AMERICA, INC.
<b>Business type:</b>	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

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).

### Description:

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
<b>Profitability</b>			
Return on Sales %	UN	2.5	UN
Return on Net Worth %	UN	7.7	UN
<b>Short-Term Solvency</b>			
Current Ratio	UN	1.2	UN
Quick Ratio	UN	0.9	UN
<b>Efficiency</b>			
Assets to Sales %	UN	174.9	UN
Sales / Net Working Capital	UN	6.2	UN
<b>Utilization</b>			
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	-

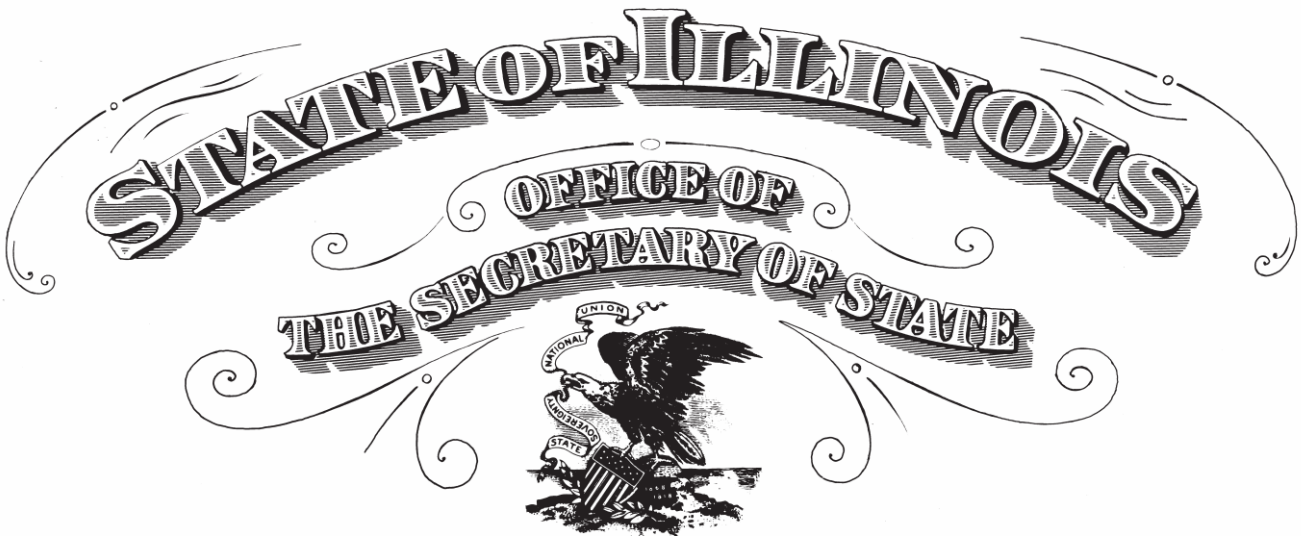
### Total Amount Current and Past Due - 12 month trend from Sep 15 to Aug 16

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
<b>Total</b>	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
<b>Current</b>	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
<b>1-30 Days Past Due</b>	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
<b>31-60 Days Past Due</b>	10,621	31,986	303,311	222,749	235,199	81,295	138,727	156,984	113,004	68,883	30,724	30,496
<b>61-90 Days Past Due</b>	3,830	7,661	23,084	1,775	27,173	39,688	35,952	47,026	48,560	2,795	106,928	106,745
<b>90+ Days Past Due</b>	41,232	28,659	27,764	46,925	103,123	212,400	189,520	215,582	186,251	38,521	362,127	360,940

This information may not be reproduced in whole or in part by any means of reproduction.

File Number

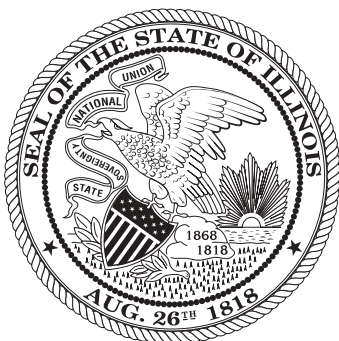
6577-856-4



***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).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> Canon Solutions America, Inc. One Canon Park Melville, NY 11747	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Sompo Japan Insurance Company of America	
	<b>INSURER B :</b> Tokio Marine America Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		
<b>NAIC #</b>		

## 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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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"/> <b>AUTOMOBILE LIABILITY</b> <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) ACV40995R0 (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"/> <b>UMBRELLA LIAB</b> <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"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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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Form

**W-9**(Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give Form to the  
requester. Do not  
send to the IRS.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.☐ Individual/sole proprietor or single-member LLC☒ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ 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.☐ 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)

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.

300 Commerce Square Blvd

**6** City, state, and ZIP code

Burlington, NJ 08016

**7** List account number(s) here (optional)

Requester's name and address (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 ►*Bernard Hunter*

Date ►

1/1/18

**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](http://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](http://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><b>TERMS AND CONDITIONS ARE AVAILABLE AT:</b> <a href="http://ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS">ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</a></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><b>Customer Initials</b></p>	<p><b>Federal Tax ID Number:</b> _____</p> <p><b>Organization type:</b></p> <p><b>Address for Notices:</b></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](mailto: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 (3<sup>rd</sup> 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:

<b><u>Consumable Item</u></b>	<b><u>Item Number</u></b>
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:

<b><u>Consumable Item</u></b>	<b><u>Item Number</u></b>
Calibration Sheet	7100021247
Glass Platen	7100021248

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](mailto: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](mailto: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](mailto: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 3<sup>rd</sup> 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

<b>Customer:</b>	
<b>Contract No:</b>	

**Océ Arizona Series Amendment**

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**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

<b>Customer:</b>	
<b>Contract No:</b>	

**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

<b>Customer:</b>	
<b>Contract No:</b>	

**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

<b>Customer:</b>	
<b>Contract No:</b>	

**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.*

<b>Customer Authorized Signature</b>	<b>CSA Authorized Signature</b>
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.

<b>Customer Authorized Signature</b>	<b>CSA Authorized Signature</b>
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

<b>Customer:</b>	
<b>Contract No:</b>	

**Océ ProCut Amendment**

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**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:

<b>Consumable Item</b>	<b>Item Number</b>
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:

<b>Consumable Part</b>	<b>Part Number</b>
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](http://www.Onyxgfx.com) Print Drivers, Media Profiles, Updates
- [www.okb.oceusa.com](http://www.okb.oceusa.com) – Online Knowledgebase
- [www.csa.canon.com](http://www.csa.canon.com) – Main site
- Email: [solutions\\_esupport@csa.canon.com](mailto: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:**

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**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:**3/12/2024

**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:

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City Clerk

\\City\lawssrv\cycom\WPDocs\D028\P005\00124295.doc



## AGENDA ITEM SUMMARY SHEET

Agenda of:3/12/2024

### 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:

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City Clerk



## AGENDA ITEM SUMMARY SHEET

Agenda of:3/12/2024

### 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  
3/12/2024

### REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

3/12/2024 - 9:52  
AM

## CHAPTER 25 GARBAGE, TRASH, AND LITTER

### ARTICLE 1. GARBAGE AND TRASH

#### Sec. 25-1 – Applicability and Rule of Construction

- (a) Except where otherwise provided, the provisions of this article apply throughout the City limits.
- (b) If any portion of this article is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this article.

#### Sec. 25-2 – Definitions

As used in this article, the following terms are defined as follows:

- (1) *Apartment* is a separate dwelling unit occupied by a single household in a multi-dwelling unit.
- (2) *Balloon* is a flexible nonporous bag made from materials such as rubber, latex, polychloroprene, or nylon fabric that can be inflated or filled with gases and/or fluids, such as helium, hydrogen, nitrous oxide, oxygen, air, or water and then sealed at the neck, usually used as a toy or decoration.
- (3) *Balloon Release*: Any knowing or intentional act resulting in balloons being displayed or released out of doors and allowed to fly in any manner that results in the loss of control over the balloon or the abandonment of the balloon.
- (4) *Bulk container* is any dumpster, roll-off container, or stationary storage facility placed for the temporary containerization of solid waste at a place of business, multi-dwelling unit complex, industrial or construction site, and is covered or constructed to eliminate wind-driven debris and unsightly litter on or about the premises.
- (5) *Business* means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold, professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.
- (6) *Cigarette litter receptacle* is a container for the disposal of litter from smoking including cigarettes, cigars and their butts.
- (7) *City* means the City of Mobile, in the County of Mobile, in the State of Alabama.
- (8) *City limits* are the corporate boundaries of the City.
- (9) *Commercial premises* is any lot or any building, or part thereof, used in connection with or for the conduct of any business, trade, occupation, or any profession for which a license is required by the City, and includes all unimproved real property not zoned for single-family residential use.
- (10) *Commercial waste* means refuse from commercial premises including garbage, trash, kitchen waste, restaurant waste, food containers, paper, floor litter, sidewalk sweepings, leaves, grass, weeds, hedge trimmings, tree trimmings, and includes waste generated from a business operating on residential premises and waste generated from multi dwelling units.
- (11) *Condominium* is a suite of rooms which compose a residence in a multi-dwelling unit, which the occupant(s) owns or rents from the owner.
- (12) *Construction Debris* means rubbish resulting from construction, demolition, or alteration of any building or structure, including scrap, lumber, plaster, roofing, concrete, brick and sanding dust, mortar and glass, resulting from the construction, repair, remodeling, removal, or demolition of any structure.
- (13) *Corrective notice* is a written notice or warning issued by an enforcement officer to inform the recipient of a violation of this article and specifying a period of time in which to correct the violation. A corrective notice does not impose a fine.
- (14) *Domestic waste*: Any waste capable of entering into or passing through a plumbing system. Such waste includes but is not limited to human excrement, bath water, kitchen and bathroom waste and waste from septic tanks, sumps, outhouses, or any other waste collection point. The term domestic waste does not include waste from any commercial

or industrial process that is authorized by Mobile Area Water and Sewer System to be discharged into a sewage collection system.

(15) *Downtown Business District* means the area bounded by the Mobile River on the east, Canal Street on the south, Broad Street on the west, and Beauregard Street on the north.

(16) *Enforcement Officer* means a City of Mobile employee designated by the Mayor as the person to exercise the authority, enforce the provisions and perform the duties delegated by this Chapter in accord with the prescribed procedures of this jurisdiction.

(17) *Food service facility* Any establishment, retail food store, public or private school, correctional facility, hospital, food processing or preparing establishment, or other establishment where food is prepared for sale or offered for sale, including any establishment that slaughters, fabricates, bones, or processes animals, poultry, or fish whether or not required by law to be licensed or permitted by an agency of the state.

(18) *Garbage* means all discarded foods, animal and vegetable matter, putrescible substances and food and drink packaging. Garbage does not include liquid or bodily waste.

(19) *Garbage cart* is a 64- or 96-gallon container provided by the City for use with its automated garbage collection system.

(20) *Grease hauler*: Any person who removes fat, oil, or grease waste of any form from a premises by means of transporting the waste over a public road. This includes waste from grease traps, grease interceptors, grease collection bins, or any other fats, oils, or grease collection point.

(21) *Hazardous materials/waste* means a substance in quantity and form which may pose an unreasonable risk to human health and safety or to the environment, including private property. Additionally, the definition of Hazardous waste includes any material regulated under Resource Conservation and Recovery Act Subtitle C (42 U.S.C. §§ 6921 – 6939g) including waste generated in the course of operating a business at a residence. Hazardous Materials includes pesticides, herbicides, fertilizer, antifreeze, batteries, acids, cleaners, paint, medications, fluorescent light bulbs, railroad ties, and petroleum products.

(22) *Household* means a single-family residence, an individual mobile home, and/or a multi-family residence.

(23) *Household garbage* means putrescible solid waste as well as ordinary waste generated by a household. This term does not include sewage, bodily waste, or ashes. Applies to areas zoned as single-family, duplex, tri-plex, or quad-plex. This term does not include multi-dwelling unit waste and waste generated in the course of operating a business at a residence.

(24) *Household trash* means non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, furniture, paper and cardboard, plastics, wood, wrappings, cans, and similar materials, but not ashes. This term does not include multi-dwelling unit waste and waste generated in the course of operating a business at a residence.

(25) *Junk* refers to any vehicle parts, rubber tires, appliances, furniture, machinery, equipment, building material, or other items which are either in a wholly or partially rusted, wrecked, scrapped, dismantled or inoperative condition. This term includes a vehicle with one or more of the following characteristics: it is non-operating, abandoned, wrecked, or partially dismantled; or it has flat tires, or a missing engine, door(s), hood, windows, or other missing body parts.

(26) *Knowingly* means a person is aware of taking the action, behavior, or conduct which amounts to committing a violation. It is not a requirement that the person has knowledge that the behavior is an offense.

(27) *Litter* means any garbage, refuse, or noncontainerized man-made solid waste, such as paper, plastic, diapers, cigarette butts, bottles, cans, glass, crockery, scrap metal, construction materials, rubbish, disposable packages, or containers.

(28) *Litter receptacle* is a container constructed and placed for use as a depository for litter.

(29) *Manufactured home* means a building, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, recreational vehicles, mobile homes, and similar transportable structures placed on a site and intended to be improved property.

(30) *Manufactured home park* means any plot of ground on which two (2) or more mobile homes, manufactured homes, or recreational vehicles (RVs) are located. The facilities servicing the lot include, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pad(s).

(31) *Multi-dwelling unit* is a building in which five or more multiple separate housing units for residential occupants are contained in one building or several buildings within one complex and under the same ownership or with multiple owners. Condominiums or apartments may compose the buildings in a multi-dwelling unit.

(32) *Multi-family residence* means two, three, or four family separate residential units in a single residential structure, such as a duplex, triplex, or fourplex.

- (33) *Municipal offense ticket* (MOT) is a citation specifying a violation of a City ordinance issued by an enforcement officer of the City and directs the violator either to pay a fine and court costs or to appear in municipal court to answer the charge(s).
- (34) *Occupant* is any owner, tenant, or person residing, in possession or in charge of any house, building, store, shop, lot, or premises.
- (35) *Owner* is any person, agent, firm or corporation having legal title to the real property, including any mortgage holder, bank, lien holder, company, institution, individual or other entity listed in the records of the office of the judge of probate of county, and/or the estate of any deceased owner(s), and/or the last assessed owner in the property tax records of the county revenue commissioner.
- (36) *Person* means an individual, partnership, association, syndicate, company, firm, trust, corporation, government, department, bureau, agency, business, or any entity recognized by law, and any agents of those entities.
- (37) *Places of assembly* are buildings, structures, or portions of a building or structure used for the gathering of persons for purposes such as civic, social, or religious functions, recreation, food or drink consumption, or for awaiting transportation.
- (38) *Premises* means any building or real property.
- (39) *Private property* is property owned by any person as defined herein.
- (40) *Private road or driveway* shall mean every road or driveway not open to the use of the public for purposes of vehicular travel.
- (41) *Public nuisance* includes any uncultivated growth of weeds, scrub (wild) bushes, and grass exceeding community standards, normally ten inches in height, and/or nonorganic debris that presents a fire hazard, a health hazard, a flooding hazard, a safety hazard, or otherwise endangers human health and safety or the environment.
- (42) *Putrescible* means an item that will rot or decay, such as food waste, and therefore is likely to attract vermin and other vectors.
- (43) *Qualified Business Enterprise* is a restaurant, bar, or other substantially similar establishment approved and registered by the Public Services Department operating within the Downtown Business District as defined in this chapter. All businesses receiving services prior to passage of this ordinance revision will be automatically registered and continue receiving services until such time as the business is sold, transferred, or conveyed at which that time, the new business would be required to meet all requirements of this chapter.
- (44) *Refuse* is a term applied generally to trash, garbage, debris, litter, and any discarded materials.
- (45) *Residential premises* are premises used as single- or multi-family dwellings, townhouses, apartments, and condominiums, both privately and publicly owned.
- (46) *Scrap Tire* means a tire that is no longer suitable for its original intended purpose because of wear, damage or defect or has been discarded with the intent of final disposal.
- (47) *Septage hauler* Any person who removes domestic waste from a premises and transports the waste over a public road.
- (48) *Single-family residence* means a structure maintained and used as a single-dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with another dwelling unit. The dwelling may be owner-occupied or tenant occupied.
- (49) *Sky lantern* means an airborne lantern typically made of paper with a wood or wire frame containing a candle, fuel cell composed of a waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. Sky lanterns shall not include hot-air balloons used for transporting persons.
- (50) *Trash* is non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, paper and cardboard, plastics, wood, wrappings, cans, and similar materials.
- (51) *UNTCC* is a uniform non-traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration. When issued electronically, it is known as an UNTCC.
- (52) *UTCC* is a uniform traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration.
- (53) *Vehicle* is any device capable of moving and transporting persons or property upon a public highway, street, or waterway. This shall include any watercraft, boat, ship, vessel, barge, or other floating craft. For the purposes of this ordinance, *Vehicle* does not include devices moved by human power and those vehicles used exclusively for agricultural purposes, not licensed pursuant to state law, and that are not operated on any public highway for purposes other than crossing such public highways or along such highways between two tracts of the owner's land.

## **Sec. 25-3 – Department of Public Services, Public Works**

- (a) The Department of Public Services may from time to time establish guidelines consistent with the provisions of Chapter 25 in order to implement and effectuate the application of said provisions.
- (b) The pickup schedule for household garbage and household trash will be fixed under guidelines and procedures implemented by the Department of Public Services. Any changes will be made public a minimum of two weeks prior to the change being implemented.
- (c) Changes in pickup schedules due to emergency or natural disaster will be published on the City of Mobile website at [www.CityofMobile.org](http://www.CityofMobile.org).

## **Sec. 25-4 – General Requirements**

It shall be unlawful for any person to intentionally damage, remove, handle or to otherwise disturb the garbage cart or the contents thereof which have been placed on city right of way for servicing by the garbage collectors; provided, that this section does not apply to the owner, occupant, lessee, or tenant of the residence or dwelling so placing the container and contents.

## **Sec. 25-5 – Household garbage.**

- (a) *Frequency.* Pickup of household garbage is once per week based on the household address. Holiday schedules may vary.
- (b) *Garbage cart issuance.* The City of Mobile will assign an initial 96-gallon or 64-gallon garbage cart to newly constructed residential units. All existing households eligible for collection are required to have a City assigned garbage cart. An additional or replacement garbage cart may be assigned to the address by the City for a fee (for a total limit of 2 per household). Title of the garbage cart shall at all times remain with the City. Payment options can be found by checking the City of Mobile website at [www.CityofMobile.org](http://www.CityofMobile.org) or by calling Mobile 311 at 251-208-5311.
- (c) *Garbage carts.*
  - (1) All household garbage shall be contained inside plastic bags and placed inside of a city-issued garbage cart. All garbage carts shall be closed to prevent animals from scattering the garbage. Garbage carts overloaded so that lids will not close will not be picked up.
  - (2) No intentional marking, drawing, or writing, or the intentional etching onto the exterior of the garbage cart is allowed. Address may be added to the inside of the lid using any preferred method except etching.
  - (3) Removal of garbage cart from the assigned address shall be prohibited.
  - (4) If the garbage cart is damaged by the City of Mobile beyond the point of serviceability, it will be replaced or repaired at no cost to the homeowner.
  - (5) Failure to comply with any provision of 25-5(c) shall be a violation punishable under Article Three hereof.
- (d) *Quantity.* Each household shall be limited up to two (2) city issued garbage carts. Unauthorized garbage carts will not be picked up.
- (e) *Maintenance.* Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these carts, will not be collected. Deteriorated carts must be replaced at the cost of household. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.
- (f) *Location.* All garbage carts shall be placed curbside and not placed in the street. Garbage carts should be placed with the handle facing away from the street to ensure the cart is aligned with the garbage truck loading mechanism.



Carts placed in medians or on vacant lots will not be collected. Carts shall not obstruct the flow of traffic. Garbage carts not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service.

(g) *Time*. Household garbage containers shall be placed by the curb by 6:00 a.m. on the regular collection day, and empty containers should be returned to the household as soon as possible, but not later than 11:59 p.m. on collection day. If a resident does not know the collection day for their area, they may request this information by contacting Mobile 311 at 251-208-5311 or check the City of Mobile website at [www.cityofmobile.org](http://www.cityofmobile.org). It shall be a violation of this Chapter punishable under Article Three hereof to allow a container to remain by the curb beyond the time stated above.

(h) *Hazardous materials/waste*. It shall be a violation punishable under Article Three hereof to place these materials, as defined in 25-2, in garbage carts even if they are in a plastic bag.

(i) *Scrap Tires*. It shall be a violation punishable under Article Three hereof to place these materials, as defined in 25-2, in garbage carts.

(j) *Service on Private roads*. Garbage pickup on private roads can be arranged if the roads are sized, and owner maintained sufficiently to allow for the access and movement of City Public Services vehicles. Contact Public Services for procedures and requirements. The City reserves the right to deny or cease service.

## **Sec. 25-6 – Household trash.**

(a) *Frequency*. Pick-up is scheduled for every other week. Holidays may cause this schedule to be reduced or changed. See [www.cityofmobile.org](http://www.cityofmobile.org) for the holiday schedule.

(b) *Quantity*.

(1) Maximum collection limit for pick-up at no additional charge is limited to approximately two (2) cubic yards (3 feet by 3 feet by 6 feet) or the equivalent of fifteen (15) bags of leaves, per household, every other week. (There is no charge for this amount.)

(2) Amounts exceeding the maximum collection limit will be considered an oversized load. The household may contact the city to collect an oversized load for a fee. Fee is based on the size of the load. Oversized loads may not reside on the curb unless approved by the City. The Department of Public Services may elect to collect the fee before removing the trash. Information and payment options can be found by checking the City of Mobile website at [www.CityofMobile.org](http://www.CityofMobile.org) or by calling Mobile 311 at 251-208-5311.

(3) Where household trash exceeds the maximum allowed, that trash will not be collected, and a corrective notice will be given explaining the violation.

(c) *Time*. Household trash may not be placed for collection prior to forty-eight (48) hours before the designated pickup day.

(d) *Location*. Household trash shall be placed on the property where it originated as close to the street as possible without posing an obstruction to pedestrians or other risk to health and human safety. Trash piles that are not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service and it will be the responsibility of the property owner to remove. It shall be a violation of this Article to place household trash in any of the following locations or ways:

- (1) On medians, on vacant or abandoned residential or commercial property.
- (2) Obstructing sidewalks.
- (3) Obstructing gutters, ditches, or any portions of the city's drain system.
- (4) Obstructing the street, creating a traffic hazard.
- (5) In a location that could cause a fire hazard, with trash not eligible for city pickup.
- (6) Around fire hydrants, signposts, guy wires, power poles, over water meters, over masonry work, against fences, or at the base of trees located within the City of Mobile rights-of-way.

(7) Under low hanging power lines, TV cables or low tree limbs.

(e) *Leaves, straw, and clippings* may be placed by the curb for pickup at the scheduled time if bagged or boxed and limited to the quantities defined above.

(f) The following materials are not collectible as part of household trash, and it shall be a violation of this Article to place these materials on the curb:

- (1) Limbs greater than twelve (12) inches in diameter;
- (2) Limbs greater than six (6) feet in length;
- (3) Construction debris (including home improvement projects);
- (4) Materials from commercial projects;
- (5) Materials from evictions;
- (6) Any materials accumulated from commercial businesses;
- (7) Materials from tree removal services (private companies) hired to remove trees or branches; or
- (8) Scrap tires.

(g) *Service on Private roads.* Household trash pickup on private roads can be arranged if the roads are sized, and owner maintained sufficiently to allow for the access and movement of City Public Services vehicles. Contact Public Services for procedures and requirements. The City reserves the right to deny or cease service.

(h) Failure to comply with any requirement of this Section 25-6 shall be a violation.

#### **Sec. 25-7 – Hazardous materials/waste.**

(a) It shall be a violation punishable under Article Three hereof to place or include Hazardous materials/waste with household trash or household garbage. Said matter must be disposed of by the household at a facility legally permitted for the disposal of these items.

(b) Large volumes and/or non-household broken glass, sharp metal objects, or hypodermic needles and other household medical waste must be disposed of in puncture-proof sealed containers or biohazard waste bags.

(c) Failure to comply with any requirement of this Section 25-7 shall be a violation.

#### **Sec. 25-8 – Downtown Business District**

(a) Except as provided below, the City of Mobile does not provide trash or garbage services to businesses or commercial enterprises.

(b) Commercial waste will be collected once each day from all qualified business enterprises located within the Downtown Business District.

(c) *Garbage Carts.*

(1) Issuance. Garbage carts must be obtained from City for a fee. Title of the garbage cart shall at all times remain with the City. The City will only service City-issued garbage carts. Payment options can be found by checking the City of Mobile website at [www.CityofMobile.org](http://www.CityofMobile.org) or by calling Mobile 311 at 251-208-5311.

(2) Maintenance. Garbage carts that have deteriorated to the extent of being cracked, having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, or are leaking will not be collected. Deteriorated carts will be removed and replaced by the City, for a fee paid by the business owner. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside. If the garbage cart is damaged by the City of Mobile, it will be replaced at no cost to the business owner.

(3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching onto the exterior of the garbage cart is allowed. Address may be added to the inside of the lid using any preferred method except etching. Businesses may add their company name on the handle side of the cart no larger than 6 inches tall by 12 inches wide.

(4) It shall be a violation punishable under Article Three hereof to intentionally damage or remove a garbage cart from the assigned address.

(d) *Quantity.* All garbage consisting of kitchen waste, restaurant waste, food refuse or other matter offensive in sight or smell shall be bagged and placed in city-issued garbage carts. The combined weight of garbage and cart shall not exceed one hundred (100) pounds each; garbage carts weighing in excess of one hundred (100) pounds will not be picked up.

(e) *Location.* Containers of commercial waste may be placed for collection on or near the curb line of the originating place of business, including streets at the front or rear, or the alley of that business's property, providing the alley is accessible to the collectors' trucks at the time of collection of garbage. Placement areas shall be kept cleaned, maintained, and sanitized. Carts shall not obstruct the flow of traffic.

(f) *Time.* Garbage Carts in the Downtown Business District shall not reside on the sidewalk or curb between the hours of 10:00 a.m. and 5:00 p.m. After the garbage has been collected, the owners of the garbage carts shall remove them from the streets and sidewalks of the city not later than two hours after the garbage has been collected. Garbage carts may be placed in alleys at any time.

(g) All parking lots, within the Downtown Business District, must be cleaned of all litter, trash, and debris at a minimum of once every 24 hours, and more often if litter from the parking lot is found on neighboring properties.

(h) Failure to comply with any provision of 25-8 shall be a violation of this section punishable under Article Three hereof.

## **Sec. 25-9 – Commercial, Outside of Downtown Business District**

(a) The provisions of this section shall apply to all Commercial Enterprises, Multi-dwelling units, manufactured home parks, and places of assembly that are located outside of the Downtown Business District.

(b) Commercial pickup outside the business district will be arranged by the owner or occupant of the commercial enterprise.

(c) Commercial premises shall install dumpsters, bulk containers, or other containers to be emptied on a timely basis at the owner or occupant's expense.

(d) All dumpsters shall be affixed with an identification decal, which is legible and waterproof, that includes the following information:

- (1) The name of the entity or business using the dumpster;
- (2) If the business is also the owner of the property, the name, address, and telephone number of the person who is authorized to accept legal service for the owner; and
- (3) If the business is a tenant on the property, the name address and telephone number of the person who is authorized to accept legal service for the tenant.

(e) In the event that an owner or occupant of commercial premises elects to enclose a dumpster or secure the dumpster with an automatic lock release in accordance with subsection (e) or is required to do so as provided in subsection (e), then said owner or operator must ensure the conditions noted below are met. Dumpster enclosures are not optional for an owner or occupant that has committed a second violation of Sec. 25-10 of this ordinance, in which case the City requires the owner or occupant to enclose the dumpster and secure it by installing an automatic lock.

(1) Dumpster enclosures must meet the following criteria:

- (a) Constructed of wood or brick and at least the height of the dumpster, which is being enclosed, but not to exceed eight (8) feet in height.
- (b) The dumpster enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied.
- (c) The dumpster enclosure must be of sufficient size to allow for placement and removal of the dumpster without causing damage to the enclosure.
- (d) The dumpster enclosure must be kept in good repair and condition.
- (e) Failure to comply with any provision above shall be a violation of this Article. Any owner or occupant of commercial premises that has a dumpster located thereon who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section within the sixty-day period following the guilty plea or adjudication. Upon a second violation of this section, the occupant shall be required to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section in addition to all other fines, penalties, and costs that may be imposed. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

(1) To be deemed secured under this section, the dumpster must have a functioning automatic lock release, sometimes called a gravity lock release or similar product, that will cause the lid of the dumpster to be securely closed and sealed whenever the dumpster is not being filled or emptied.

(f) It shall be unlawful for any person to deliver, pick up, empty or raise any dumpster, or any roll-off box or container in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 10:00 p.m. until 6:00 a.m. The exception to this provision is within the downtown business district or on any school or college property. For purposes of this section, the area is bounded on the North by St. Anthony Street from the Mobile River to Claiborne, then by St. Michael Street from Claiborne Street to Washington Avenue; on the West by Washington Avenue; on the South by Government Street from Washington Avenue to Claiborne Street, then by Church Street to the Mobile River; and on the East by the Mobile River.

(g) All parking lots, outside and within the Business district, must be cleaned of all litter, trash, and debris at a minimum of once every 24 hours, and more often if litter from the parking lot is found on neighboring properties.

(h) Failure to comply with any requirement of this Section 25-9 shall be a violation punishable under Article Three hereof.

## **Sec. 25-10 – Commercial Waste/Collection**

(a) It shall be the duty of each owner, occupant, tenant, or lessee of any commercial premises, multi-dwelling unit premises, manufactured home park, or places of assembly to keep the premises clear and free of litter, trash, junk, and high grass and weeds as defined under “public nuisance” in Section 25-2 Definitions. These areas include grounds, parking lots, roads, driveways, rights-of-way, loading and unloading areas, storm drains, vacant lots, and unimproved real property. See Sec. 52-56 for the circumstances in which the City may declare a nuisance.

(b) All persons performing construction and demolition work shall provide on-site receptacles for loose debris, building material waste, scrap building materials, and other litter products sufficient to prevent the scattering of such materials by wind or rain.

(c) All owners or occupants of commercial premises shall provide on-site receptacles for loose debris and other litter products to prevent the scattering of such materials by wind or rain.

(d) No owner or occupant of commercial premises who is not a licensed junk dealer may grant permission to any person to dispose of litter, garbage, trash, or junk on the premises.

(e) All owners or occupants of commercial premises shall store their trash, garbage, or litter in appropriately sized litter receptacles and/or dumpsters; maintain their premises as clean, neat, and sanitary; and shall prevent litter from blowing or washing onto adjacent property thoroughfares or into storm drains or waterways. Spillage and overflow around containers shall be cleaned up as it occurs, but no later than 24 hours after the spillage/overflow.

(f) Where commercial enterprises share parking lots, the occupant and/or owner shall designate who will be responsible for the container. That designated enterprise shall put their name and contact information on the container and take ownership over its maintenance.

(g) Containers (litter receptacles and/or dumpsters) required by this section shall be of sufficient size to hold the litter and other waste from visitors to the commercial enterprise between emptying of the container(s). If the container is overflowing, additional or larger containers must be added.

(h) The occupant and/or owner of each commercial enterprise is responsible for emptying and otherwise maintaining the containers to limit litter, waste, or debris in the area.

(i) Any owner or occupant of commercial premises that has a litter receptacle located within the parking lots, who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, provide appropriate containers, labeled with the responsible party's (Dumpster info – 25-11-d) distributed evenly throughout the parking lot at a rate of one container every 20 parking places or at a maximum of a 60-foot spacing between each container for all on-site. Upon a second violation of this section, the owner or occupant if found by a court of competent jurisdiction to be guilty shall pay the applicable fine, court costs and provide one garbage can for every 20 parking spaces as required by this section. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

(j) Failure to comply with any requirement of this Section 25-10 shall be a violation punishable under Article Three hereof.

## **Sec. 25-11 – Vehicles hauling garbage, trash, and refuse.**

(a) Each truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall be designed so that the cargo does not escape the vehicle. Any said vehicle shall have the following characteristics:

- (1) The vehicle shall have solid sides, a tailgate, a cover, and be watertight;
- (2) The sides and tailgate should be at least four (4) feet in height.
- (3) The top should be solid or rigged with a tarpaulin that can be spread tightly over the top of such truck to cover the entire opening and extend 12" down the sides. The solid top or tarpaulin shall be used at any time the vehicle is moving, except in those instances where the vehicle is collecting waste and moving fewer than one hundred (100) yards at a speed less than 15 mph.
- (4) Tanks, containers and other receptacles shall be watertight and operators shall use covers or lids in such a manner as to prevent the dropping, escaping, or spilling of any waste upon the road, street, alley, or any public or private property.

(b) If trash, garbage or refuse leaves a vehicle, the operator shall collect it at that time

(c) Each truck, trailer, or other vehicle used in the business of collecting and hauling of trash, garbage and refuse for hire shall have the capacity in cubic yards of the dump bed, dump box, truck bed, or trailer bed or vehicle painted in five-inch letters on the left side of the body near the cab. Each truck or vehicle shall have signs painted on both doors of the truck or vehicle indicating the correct name of the hauler and their telephone number.

(d) No such truck or other vehicle shall be used in the business of collecting and hauling trash, garbage and refuse unless there has been a City license procured by the operator thereof, and the City Revenue Department may refuse to issue a license for any such truck until such truck has been examined by the city police department inspection official and approved as complying with the provisions of this section. The license number for any such truck shall be prominently displayed and affixed outside of such truck to the left front door of the cab. Every such license shall be subject to revocation for a violation of any of the provisions of this chapter or any other ordinance of the city pursuant to the provisions for revocation of city licenses set forth in the license code of the city.

(e) It shall also be unlawful for any person to pick up construction or demolition material, garbage, trash, rubbish, recyclable materials, or any combination thereof, with a truck which has a compactor or the capacity to raise, move, or empty any dumpster, or any roll-off box or container, in any residential district zoned as R-1, R-2, R-3, or R-B, or within five hundred (500) feet of the property line of any property that is zoned R-1, R-2, R-3, or R-B, during the hours from 10:00 p.m. until 6:00 a.m. The exception to this provision is within the downtown business district or on any school or college property. For purposes of this section, the area is bounded on the North by St. Anthony Street from the Mobile River to Claiborne, then by St. Michael Street from Claiborne Street to Washington Avenue; on the West by Washington Avenue; on the South by Government Street from Washington Avenue to Claiborne Street, then by Church Street to the Mobile River; and on the East by the Mobile River.

(f) Failure to comply with any provision of this section shall be a violation punishable under Article Three hereof.

(g) The provision of Sections 25-11 shall not apply to a responsible government agency which deposits sand or other substance to increase traction, or water or other substance to clean or maintain a street or roadway.

## ***ARTICLE II. LITTER<sup>1</sup>***

### **Sec. 25-20 – Cleaning litter, trash, or junk from private property.**

(a) The owner of any vacant or unoccupied private property shall at all times keep it clear of litter, garbage, junk, or trash. The owner must also dispose of litter, garbage, junk, or trash located on that property in accordance with all sections of this ordinance. It shall not be a defense that the litter was placed or caused by a third party.

(b) Licensed junk dealers or commercial premises used for the repair, rebuilding, reconditioning, or salvaging of goods whose work area is screened from public view by a fence, hedge, wall or similar device of sufficient height to provide a visual buffer, and who complies with the city's junk and zoning ordinances shall not be subject to the provisions of this section.

(c) The failure, neglect or refusal of any owner notified by an enforcement officer to properly dispose of litter, trash, garbage, or junk within ten (10) days after receipt of the notice shall constitute a violation of this article.

### **Sec. 25-21 – Litter receptacles.**

(a) Outside the Downtown Business District, every owner or occupant of commercial premises shall, at their own expense, provide, place, and regularly maintain litter receptacles, including cigarette litter receptacles, at entrances, employee smoking areas and common pedestrian transition points. The number of litter receptacles shall be adequate to contain litter generated at these premises. In determining the adequate number of receptacles, it is suggested, but not mandatory except as required by subsection (c) below, that receptacles be distributed evenly throughout the parking lot at a rate of one container every 20 parking places for all on-site parking.

(b) Litter receptacles on any premises shall meet the following minimum standards:

- (1) Constructed of such quality as to maintain the receptacle's original shape when kept in an outdoor location and reasonably resistant to rust and corrosion.
- (2) Constructed and designed or covered in such a manner as to prevent or preclude litter from escaping from the receptacle.
- (3) Serviced with such frequency as necessary to prevent spillage from overflow and to prevent offensive odor.

(c) Any owner or occupant who pleads guilty or is found by a court to be guilty of a second violation of this section, shall thereafter provide one (1) litter receptacle for every twenty (20) parking spaces for all on-site parking in addition to any other penalties.

(d) It shall be a violation of this article for any person to deposit any item except litter into a litter receptacle. It shall be a violation of this article to fail to comply with any provisions of this section.

### **Sec. 25-22 – Littering from a vehicle.**

(a) It shall be a violation of this article for any person in a vehicle to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within the city including but not restricted to, any street, median, right-of-way, sidewalk, park, vacant or occupied lot, body of water, except in litter receptacles or in an area designated by the state department of environmental management as a permitted disposal site.

(b) The owner of the motor vehicle shall be responsible in the event that any person commits the preceding unlawful acts while in a motor vehicle, whether it is moving or at rest.

(c) It shall be a violation of this article for any person, hauler, firm, or business falling within Section 25-11 to haul garbage, paper, trash, sand, gravel, wet cement, construction materials, other loose materials, or waste unless the truck or vehicle used is fully covered, secured, or sealed to prevent the following to the public health or the environment:

- (1) any loss or spillage during hauling,
- (2) littering of streets or highways,
- (3) nuisances,
- (4) or hazards.

(d) It shall be a violation of this article for any person, hauler, firm, or business in 25-22(c) to allow materials being hauled to spill, drop from, or escape the vehicle, without immediately recovering the lost or spilled materials.

(e) Any person cleaning litter or junk from private property and operating a vehicle on a public right of way in the city limits from which any glass, nails or other sharp objects have fallen or escaped which could cause an obstruction or damage a vehicle or otherwise endanger travelers on such public property shall immediately cause the public property to be clear of such objects and shall pay any cost thereof. It shall be a violation of this Section to fail to comply with any provision herein.

### **Sec. 25-23 – Sweeping litter into street.**

(a) It shall be a violation of this article to blow, sweep, or push litter, junk, or trash, including yard clippings, leaves, grass, or cigarette butts, onto the city streets, alleys, stormwater structures, ditches, or waterways. All litter and trash shall be deposited into a garbage cart, garbage can, bag, or box, cigarette litter receptacle or litter receptacle and be tightly covered and secured to prevent scattering before pickup.

### **Sec. 25-24 – Dumping of litter, trash, or junk.**

(a) It shall be a violation of this article for any person to discard or dump any litter, garbage, trash, or junk on any private or public property unless granted express permission to dispose of materials in receptacles that comply with

the requirements of this chapter or in an area designated by the state department of environmental management as a permitted disposal site (properly permitted landfill).

(b) For the purposes of this section, items found in an accumulation of garbage, trash or other discarded material including, but not limited to, bank statements, utility bills, bank card bills, and other financial documents, clearly bearing the name of a person, shall constitute a rebuttable presumption that the person whose name appears thereon knowingly deposited the litter. Advertising, marketing and campaign materials and campaign literature shall not be sufficient to constitute a rebuttable presumption under this section. No prosecution for violation of this section based on evidence that creates a rebuttable presumption shall be brought against a person unless he or she has been given written notice by an enforcement officer that items found in an accumulation of garbage, trash or other discarded materials contain his or her name, and that under this section, there is a rebuttable presumption that he or she knowingly deposited the litter. The notice shall advise the person of the penalty for violating this section, and shall provide that, unless the person can present satisfactory information or evidence to rebut the presumption to the designee of the city within fifteen (15) days of the date of the notice, an action under this section may be filed against him or her in municipal court. If the person responds to the notice and presents information or evidence to the designee of the city, the designee is authorized to make a determination as to whether or not an action should be brought against the person for violating this section. Written notice of the City's determination shall be provided to the respondent before an MOT or UNTCC is issued.

### **Sec. 25-25 – Removal of litter from litter receptacles.**

(a) The removal of litter from receptacles placed at public parks, beaches, fishing areas and other public recreation sites shall be the responsibility of those state and local agencies responsible for the maintenance of these sites.

(b) The removal of litter from garbage cans, litter receptacles, or bulk containers placed on private property which are used by the public on commercial premises shall be the duty of the owner or occupant of those premises. It shall be a violation of this article for an owner or occupant to fail to regularly remove or provide for the regular removal of litter as required by this subsection.

### **Sec. 25-26 – Yard, garage sale, or other unauthorized temporary signs.**

(a) It shall be a violation of this article to place any signs on trees or utility poles in the city rights-of-way.

(b) *Exception.* Notwithstanding the provision of 25-26(a), special event directional signs may be placed on public property in compliance with Chapter 54, Section 122-125.

### **Sec. 25-27 – Balloon or Sky Lantern Release.**

(a) It shall be a violation of this Section for any person to intentionally release, organize the release of, or intentionally cause to be released one or more sky lanterns or balloons inflated with gas that is lighter than air which includes but is not limited to, helium, with the exception of:

- (1) Balloons released by a person or educational institution on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.
- (2) Balloons released indoors.

## **Article III – Enforcement**

### **Sec. 25-30 – Violations**

(a) The provisions of this Article III apply to provide enforcement procedures with regard to all violations of Chapter 25.



(b) It is a violation to fail to comply with any provision of Chapter 25. All violations are punishable as per Section 25-33.

(c) Violations of Chapter 25 may be enforced as applicable by one or more of the following actions: 1) Corrective Notice; 2) Municipal Offense Ticket (MOT); 3) Uniform Non-Traffic Citation and Complaint; and 4) Uniform Traffic Citation and Complaint.

**Sec. 25-31 – Enforcement procedures.**

**Sec. 25-32 – Failure to comply with corrective notices.**

It shall be a violation for any owner or occupant of property in the city limits who receives a corrective notice from an enforcement officer to fail or refuse to complete the corrective action within the time designated.

**Sec. 25-33 – Penalties.**

(a) It shall be unlawful for any person to violate any provision of Chapter 25.

(b) *First violation of chapter.* For a first-time violation of this chapter, a defendant may elect to plead guilty before a magistrate. The penalty shall be a two-hundred and fifty (\$250) dollar fine, plus court costs. A defendant in lieu of appearing before a magistrate may sign a guilty plea and waiver of trial provisions on a municipal offense ticket or uniform nontraffic citation and complaint ("UNTCC") and deliver the amount of the fine and costs to the clerk of the municipal court, or mail the correct amount pursuant to this section to the clerk of the municipal court, P.O. Box 2446, Mobile, Alabama 36652.

(c) *Subsequent violations of chapter.* For subsequent violations of this chapter a court appearance is required.

(d) Each day a violation of this chapter is committed or permitted to continue shall constitute a separate offense.

(e) Any person who appears in municipal court and is found guilty of a violation of this chapter may, in the discretion of the court, be punished by a fine of up to three hundred and fifty dollars (\$350.00) or imprisonment of up to three (3) months, or a combination thereof; or, in the alternative, may be subject to any lawful order including without limitation, community service or remedial action, including but not limited to picking up litter.

(f) Three convictions of Chapter 25 within a twelve-month period for offenses by a business establishment, or its agents, will result in immediate placement on the City Council agenda for consideration of the suspension or revocation of the business license. See the City of Mobile Code, Chapter 34.

(g) A schedule of fines for violations of this chapter shall be published in the municipal court magistrate's fine schedule, which appears at section 1-32 of the City Code.

***ARTICLE IV. SEPTAGE AND GREASE HAULER REGULATIONS***

**Sec. 25-40 – Title**

This body of regulations shall be known as the septage and grease hauler regulations.

(Ord. No. 25-086, § 1, 11-26-02)

**Sec. 25-41 – Findings and purpose.**

(a) The United States District for the Southern District of Alabama, Southern Division, entered a consent decree in a civil action styled United States of America, the State of Alabama, and Mobile Bay Watch, Inc. versus the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, Case No. CV-99-0595-CB-S and 2002-58-CB-S.

(b) The consent decree requires the board of water and sewer commissioners (hereafter the "board") to develop, among other things, a grease control program.

(c) In order to comply with the court's consent decree, the board has asked the city to cooperate by imposing reasonable regulations upon companies that are licensed by the city to operate a septage and grease hauling business.

(d) The city believes that the board's request is reasonable and desires to accommodate the board; and the city further finds that such a policy is desirable and promotes the public health, safety and welfare as it will prevent unlicensed operation of such companies and will reduce illegal discharges of septage and grease.

### **Sec. 25-42 – License required.**

No person shall engage in the business as a septage or grease hauler within the city or its police jurisdiction without first obtaining a business license in accordance with chapter 34 of the Mobile City Code.

### **Sec. 25-43 – Operating requirements.**

(a) It shall be a violation of this code for any grease hauler or septage hauler to dispose of any waste at any location other than a disposal site permitted to accept such waste by the Alabama Department of Environmental Management (ADEM), the Alabama State Board of Health, the state department of agriculture, or another governmental agency with authority to permit such activity.

(b) Every vehicle used by any septage or grease hauler must prominently display on the exterior of the vehicle in at least four-inch lettering the following information: company name, business license number and business telephone number.

(c) Every vehicle used by any septage or grease hauler must maintain a chain of custody or manifest for each pick up, disposal or other service provided for each customer. Such document must identify the source of waste hauled, the type of waste hauled, the date and time waste were accepted by the hauling company, the amount of waste accepted, the disposal location for waste, and any applicable permit numbers associated with the process. When waste is removed from a food service facility, a copy of the completed manifest must be returned to the originating facility.

(d) Any violation of this code section may result in the issuance of a MOT or UNTCC to the operator and or vehicle's owner of the septage or grease hauler vehicle.

Adopted:

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City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Donna Bryars, Comptroller

**Sponsored by:**

Councilmember Gina Gregory

**Purpose and Scope of Project:**

Funds will be used to assist with the Child Advocacy Center Serve It Up event.

**Amount of Contract:**

\$400.00

**Funding Source**

**Project #** DSC-07/10041020-42080

**Discretionary Funds** DSC-07

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
Transfer Resolution DSC-07 to Mobile Tennis Center	Cover Memo	3/5/2024

**REVIEWERS:**

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	3/5/2024 - 7:49 AM

RESOLUTION

Sponsored by: *Gina Gregory, Councilmember District 7*

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the sum of \$400.00 be transferred from the District 7 General Fund, Discretionary Account DSC-07, from General Fund Account 10041020-42080 to the Mobile Tennis Center Account 61106110-44020, it will be used to assist with the Child Advocacy Center Serve It Up event.

Adopted:

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City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Gary Jackson, Deputy Director of Municipal Enforcement.

**Sponsored by:**

Councilmember - Cory Penn - District 1

**Purpose and Scope of Project:**

The Declaring the Structure a Public Nuisance - Demolition

**Amount of Contract:**

N/A

**Effective Date of Contract:**

3/12/2024

**Renewal Date of Contract:**

3/12/2024

**Funding Source**

**Project #** 2813 Berkley Avenue - ME-088-23

**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 - 2813 Berkley Avenue	Cover Memo	3/6/2024

**REVIEWERS:**

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/7/2024 - 9:19 AM

## 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 **2813 Berkley Avenue** 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 **2813 Berkley Avenue** described as:

**LOT 178 TRINITY GDNS 2ND ADD BLK G MBK 3/331 #SEC 44 T4S R1W #MP29 02 44 0 009**

**Parcel Number: 29 02 44 0 009 384**

**Last Assessed to: CAMPBELL THOMAS G & CASSIE B PRUITT**

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** 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:

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City Clerk

**MUNICIPAL ENFORCEMENT DIVISION**

March 6, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the 'FR' line.

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, March 12, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2813 BERKLEY AVENUE**, OWNED BY OR MAY HAVE AN INTEREST: **CAMPBELL THOMAS G & CASSIE B PRUITT** 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 02 44 0 009 384**

**COUNCIL DISTRICT 1 – CORY PENN**

**LEGAL DISCRPTION: (Assessment information sheet from tax records enclosed)**

GJ/DLW





City of Mobile  
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

2813 BERKLEY AVE

Property Details

PARCEL KEYX	00656294	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	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE		COMMENTS	

Property Score

SCORE	62	SCORE DESCRIPTION	Demo
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Notes

*SC*

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-9-23

*Noted 5 to 0 for Demolition*

## NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: \_ Inspector D. Williams

Date: 01/15/2024

Property Address: 2813 Berkley Avenue

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.

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



Thomas Pruitt  
P. O. Box 516  
Dover, Delaware 19903-0516

January 15, 2024

**RE: 2813 Berkley Avenue**  
**Project Number: ME-088-23**

Dear Thomas Pruitt:

On January 8, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2813 Berkley Avenue.

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

LOT 178 TRINITY GDNS 2ND ADD BLK G MBK 3/331 #SEC 44 T4S R1W #MP29 02 44 0  
009

Parcel Number: 29 02 44 0 009 384

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 **February 29, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 29, 2024**, provide the Code Official with a work plan to accomplish the repairs by **February 29, 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 **February 29, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **March 12, 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

**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



NUISANCE ABATEMENT

2813 BERKLEY AVENUE

AGENDA PHOTO / DW





NUISANCE ABATEMENT

2813 BERKLEY AVENUE

AGENDA PHOTO / DW





NUISANCE ABATEMENT

2813 BERKLEY AVENUE

AGENDA PHOTO / DW





NUISANCE ABATEMENT

2813 BERKLEY AVENUE

AGENDA PHOTO / DW





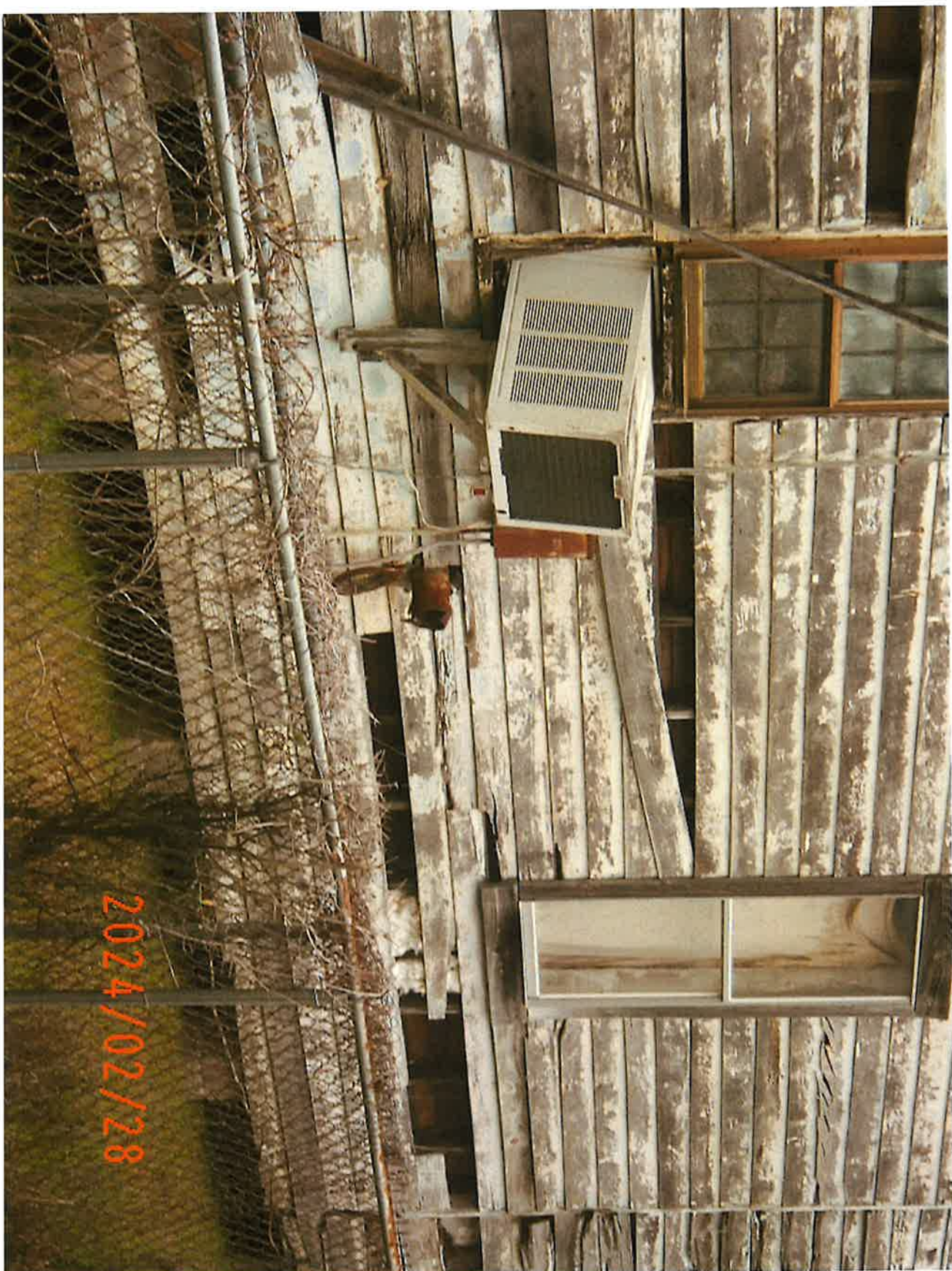




**NUISANCE ABATEMENT**

**2813 BERKLEY AVENUE**

**AGENDA PHOTO / DW**





NUISANCE ABATEMENT

2813 BERKLEY AVENUE

AGENDA PHOTO / DW





NUISANCE ABATEMENT

2813 BERKLEY AVENUE

AGENDA PHOTO / DW





**NUISANCE ABATEMENT**

**2813 BERKLEY AVENUE**

**AGENDA PHOTO / DW**





**NUISANCE ABATEMENT**

**2813 BERKLEY AVENUE**

**AGENDA PHOTO / DW**



# Affidavit of Mailed Notice



Date: March 12, 2024

State of Alabama  
County of Mobile

Subject Property – 2813 Berkley Avenue

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, 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](mailto: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 **8 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.

A blue ink signature of Gary Jackson, written in a cursive style, is positioned above the printed name.

Gary Jackson  
Deputy Director of Municipal Enforcement



## NUISANCE ABATEMENT WORKSHEET

**RE: 2813 Berkley Avenue**

Date: November 15, 2023

**FROM:** Ashley Parker, Real Estate Dept.

**TO:** Municipal Enforcement Division

Title Report effective date: October 16, 2023

**Per the Title Report, the owner is:** Heirs of Thomas G. Campbell and Cassie B. Pruitt

**Note: No right of survivorship for deed 550-2. Could not locate obit for Thomas G. Campbell. Granddaughter Sarah J. Pruitt pays taxes every year. Cassie B Pruitt is deceased as of 7/10/2008. I listed all heirs of Cassie B. Pruitt. Dannie Ford DOD 12/17/2011 is son of Cassie B. Pruitt. I listed all his heirs as well.**

**SEND NOTICES** of nuisance abatement proceedings to the following parties:

### RECIPIENTS

### NOTES

- |   |  |  |
|---|--|--|
| 1 | Sarah J. Pruitt Zaman<br>2813 Berkley Ave<br>Mobile AL 36617-1651              | Heir/Revenue Commission location address<br>LexisNexis address good 1977-8/2023<br>Phone number 251-404-0880 good 10/2023                                  |
| 2 | Thomas G Pruitt<br>PO Box 516<br>Dover DE 19903-0516                           | Heir/LexisNexis address good 7/2023<br>Phone numbers 302-233-6532, 302-674-4716,<br>302-678-3255 Good 2023   |
| 3 | Thomas G Pruitt<br>110 Morris Dr<br>Dover DE 19901-4442                        | LexisNexis address good 8/2023   |
| 4 | Darrion Stribling<br>1525 N Lartigue Ave<br>Mobile AL 36605-3137               | Heir of Dannie Ford DOD 12/17/2011<br>LexisNexis address good 10/2023<br>Phone numbers 251-604-4455, 251-423-4280,<br>251-321-2250, 251-476-8022 good 2023 |
| 5 | Darrion Stribling & Elizabeth Ford<br>1042 Cherokee St<br>Mobile AL 36606-1149 | LexisNexis address good 8/2023<br>Phone numbers for Elizabeth Ford 251-509-3609<br>and 334-457-4119  |

- 6 Stephen Mixon Heir of Dannie Ford DOD 12/17/2011  
3435 Woodward Dr LexisNexis address good 11/2023  
Mobile AL 36695-6500 Phone numbers 251-648-6024, 251-382-7897,  
251-457-4119 good 2023
- 7 Stephen Mixon & Elizabeth Ford LexisNexis address good 10/2022  
1310 Railroad St  
Mobile AL 36617-1922
- 8 Stephen Mixon LexisNexis address good 7/2020  
1500 Hillcrest Rd Apt 1317  
Mobile AL 36695-3965

**TAX STATUS: 2023 TAXES DUE BY 12/31/2023**

**Parties with recorded liens per Title Report: NONE**

**Open Mortgages: NONE**

**Lis Pendens**

Lis Pendens: City of Mobile filed against Thomas G. Campbell & Cassie B. Pruitt on  
October 10, 2023, recorded on October 18, 2023, instrument number 2023061946



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Gary Jackson, Deputy Director of Municipal Enforcement

**Sponsored by:**

Councilmember - William Carroll - District 2

**Purpose and Scope of Project:**

The Declaring the Structure a Public Nuisance - Demolition

**Amount of Contract:**

N/A

**Effective Date of Contract:**

3/12/2024

**Renewal Date of Contract:**

3/12/2024

**Funding Source**

**Project #** 1328 Adams Street - ME-111-23

**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 - 1328 Adams Street	Cover Memo	3/7/2024

**REVIEWERS:**

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	3/7/2024 - 10:16 AM

## **RESOLUTION**

Sponsored by: Councilmember William Carroll – District 2

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 **1328 Adams 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 **1328 Adams Street** described as:

**LOTS 9 & 10 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 007**

**Parcel Number: 29 06 40 0 007 041**

**Last Assessed to: BROWN CARLA P & NORMAN T BELL**

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** 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**  
March 6, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, likely belonging to Gary Jackson, the Deputy Director of Municipal Enforcement.

**RE: Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, March 12, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1328 ADAMS STREET**, OWNED BY OR MAY HAVE AN INTEREST: **BROWN CARLA P & NORMAN T BELL** 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 06 40 0 007 041**

**COUNCIL DISTRICT 2 – WILLIAM CARROLL**

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

GJ/DLW



City of Mobile  
Blight Survey –Re-Check

Report Date - \_\_\_\_\_

Property Address

1328 ADAMS STREET

Property Details

Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R	CAMPBOND DISTRICT	

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	N	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	10/06/2023	Comments	

Property Score

Score	63	Score Description	DEMO
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REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☒

APPROVAL DATE

10-26-23

Noted 4 to 1 Demolition



## NUISANCE ABATEMENT INSPECTION CHECKLIST

**MEO:** \_ Inspector D. Williams

**Date:** 01/15/2024

**Property Address:** 1328 Adams Street

**District No:** 2

- ☒ 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.

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



Carla P Brown  
1325 Adams Street  
Mobile, Alabama 36603-5404

January 15, 2024

**RE: 1328 Adams Street  
Project Number: ME-111-23**

Dear Carla P Brown:

On January 8, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1328 Adams Street.

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

**LOTS 9 & 10 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0  
007**

**Parcel Number: 29 06 40 0 007 041**

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 **February 29, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 29, 2024**, provide the Code Official with a work plan to accomplish the repairs by **February 29, 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 **February 29, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **March 12, 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:

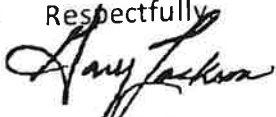
- ☒ Repaired; or,  
☒ Demolished

**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



**NUISANCE ABATEMENT**

**1328 ADAMS STREET**

**AGENDA PHOTO / DW**





**NUISANCE ABATEMENT**

**1328 ADAMS STREET**

**AGENDA PHOTO / DW**





**NUISANCE ABATEMENT**

**1328 ADAMS STREET**

**AGENDA PHOTO / DW**





NUISANCE ABATEMENT

1328 ADAMS STREET

AGENDA PHOTO / DW





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AGENDA PHOTO / DW





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**1328 ADAMS STREET**

**AGENDA PHOTO / DW**





NUISANCE ABATEMENT

1328 ADAMS STREET

AGENDA PHOTO / DW

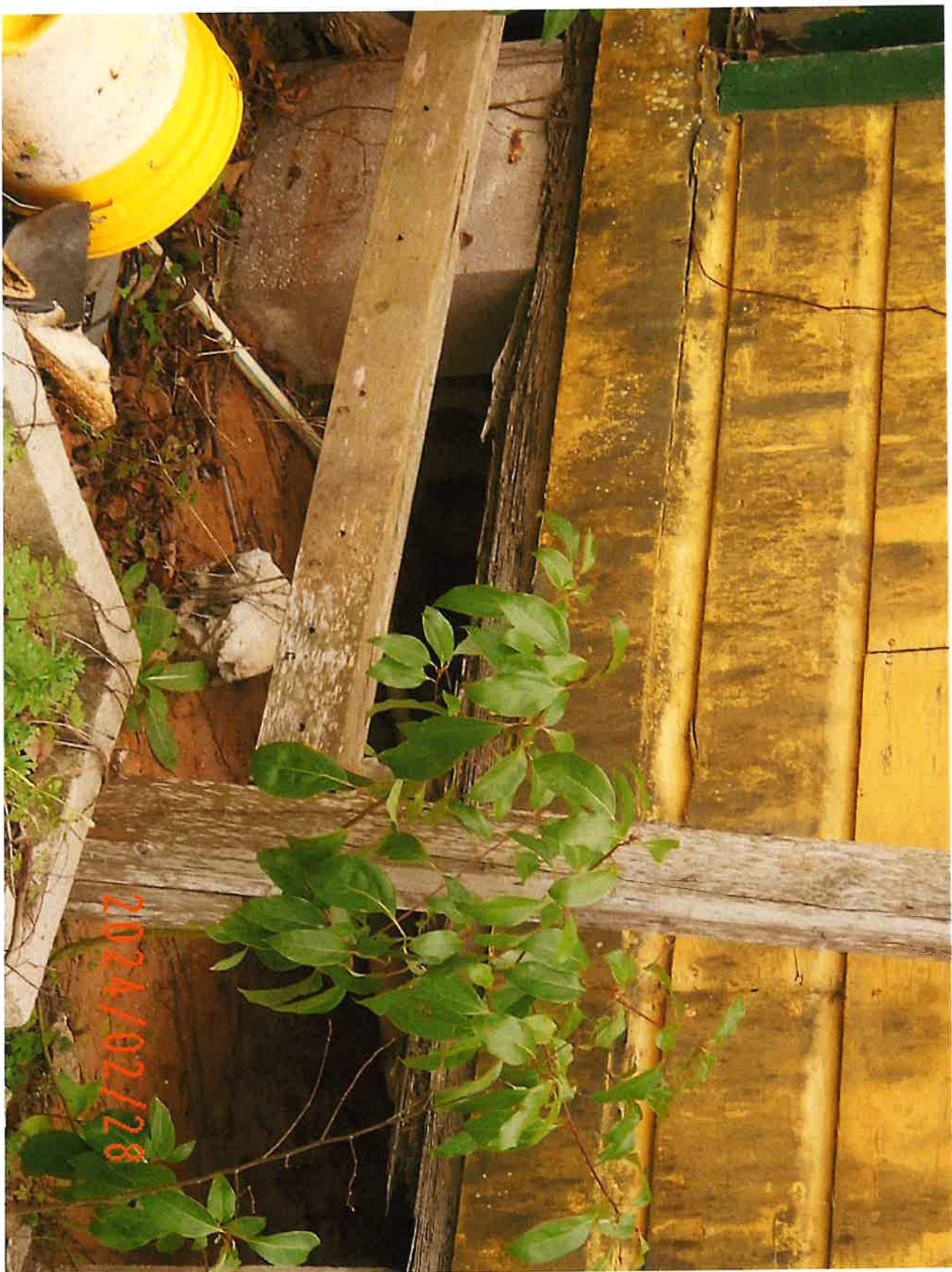




NUISANCE ABATEMENT

1328 ADAMS STREET

AGENDA PHOTO / DW









# Affidavit of Mailed Notice



Date: March 12, 2024

State of Alabama  
County of Mobile

Subject Property – 1328 Adams Street

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, 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](mailto: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 **14 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.

A blue ink signature of Gary Jackson, written in a cursive style, is positioned above the printed name and title.

Gary Jackson  
Deputy Director of Municipal Enforcement

## NUISANCE ABATEMENT WORKSHEET

**RE: 1328 Adams Street**

Date: November 27, 2023

**FROM:** Ashley Parker, Real Estate Dept.

**TO:** Municipal Enforcement Division

Title Report effective date: November 2, 2023

**Per the Title Report, the owner is:** Carla P. Brown and Norman T. Bell  
Tax Lien owner is Tracy Bunn.

William Cummings Regan is deceased as of 10/13/2018 – he was the owner that sold VLD 7242-640 to Carla P. Brown and Norman T. Bell on 3/16/2015. Listing all heirs for William Cummings Regan.

**SEND NOTICES** of nuisance abatement proceedings to the following parties:

### RECIPIENTS

### NOTES

- |   |  |  |
|---|--|--|
| 1 | Carla P. Brown<br>1328 Adams St<br>Mobile AL 36603-5404          | Revenue Commission property address/subject address  |
| 2 | Carla P. Brown<br>7025 Roxboro Ct Unit 4<br>Mobile AL 36608-4227 | Owner per VLD<br>Address good 8/2023<br>Phone number 251-648-8983 good 10/2023<br>Phone number 251-648-8317 good 10/2023<br>Revenue Commissioner's website mailing address good from 2015 - 2024 |
| 3 | Carla P. Brown<br>854 Wilkinson St<br>Mobile AL 36603-1272       | Third address good 10/2023   |
| 4 | Norman T. Bell<br>PO Box 132<br>Saint Elmo AL 36568-0132         | Owner per VLD<br>Address good 9/2023<br>Phone number 251-327-9757 good 10/2023<br>Phone number 251-327-9757 good 8/2023  |
| 5 | Norman T. Bell<br>8889 Winston Ln<br>Saint Elmo AL 36568         | Second address good 6/2023   |

- 6 Norman T. Bell Third address good 3/2023  
8893 Winston Ln  
Saint Elmo AL 36568

## **TAX STATUS: 2020, 2021 and 2022 Tax Lien**

- 7 Tracy Bunn Tax Lien holder for 2020, 2021 and 2022  
4208 Buckingham Ave Phone number 251-605-3826 good 8/2023  
Mobile AL 36618-1641 Phone number 251-401-5124 good 9/2023  
Phone number 251-533-3691 good 10/2023

## **Parties with recorded liens per Title Report: NONE**

### **Open Mortgages – Vendors Lien**

- 8 Peggy Regan William Cummings Regan is deceased as of  
2132 Marchfield Dr W Unit 1 10/13/2018 – he was the owner that sold VLD  
Mobile AL 36693-2961 7242-640 to Carla P. Brown and Norman T. Bell on  
3/16/2015. Listing all heirs for William Cummings  
Regan. Peggy is the widow of owner. Address  
good 10/2023  
Phone number – 251-404-7518 good 4/2021  
Phone number – 251-661-8747 good 2022
- 9 Peggy Regan Second address  
171A Clubhouse Dr NW  
New Philadelphia OH 44663-  
1369
- 10 Elizabeth Regan Stanley Daughter of William Cummings Regan  
PO Box 1974 Address good 10/2023  
Wrightwood CA 92397-1974 Phone number 323-252-3341 good 1/2022
- 11 Elizabeth Regan Stanley Second address good 5/2023  
1641 Grafton St  
Los Angeles CA 90026-2961
- 12 Elgin Geron Regan Son of William Cummings Regan  
1050 Aberdeen Ct N Address good 9/2023  
Mobile AL 36609-3300 Phone number 251-599-4492 good 7/2023  
Phone number 251-455-6172 good 8/2023  
Phone number 251-802-8841 good 2/2023
- 13 Elgin Geron Regan Second address good 6/2022  
115 Gilbert St  
Mobile AL 36604-1361

14 Elgin Geron Regan  
328 N University Blvd  
Mobile AL 36608-3067

Third address good 2022

## **Lis Pendens**

Lis Pendens – City of Mobile vs Carla P. Brown & Norman T. Bell, filed on October 26, 2023, recorded November 14, 2023, instrument number 2023067174.





## AGENDA ITEM SUMMARY SHEET

Agenda of:3/12/2024

### Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

### ATTACHMENTS:

Description

Type

Upload Date

Morris

Cover Memo

3/7/2024

### REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

3/7/2024 - 2:56  
PM

**RESOLUTION**

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **March 2024 – Carliss Morris (Employee # 19105) Public Works (Parks & Recreation)**

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

---

City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Donna Bryars, Comptroller

**Sponsored by:**

Councilmember Cory Penn

**Purpose and Scope of Project:**

Funds will be used to assist with the organization's programs which provide social and emotional learning skills to youth ages 10-13 or grades 5th - 8th in public, private and parochial schools.

**Amount of Contract:**

\$500.00

**Funding Source**

**Project #** DSC-01/10041020-42080

**Discretionary Funds** DSC-01

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
RESOLUTION - CRITTENTION YOUTH SERVICES	Cover Memo	3/6/2024

**REVIEWERS:**

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/6/2024 - 1:06 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, Councilmember Penn wishes to appropriate **\$500.00** to Crittenton Youth Services, from his discretionary funds; and

WHEREAS, Crittenton Youth Services, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Crittenton Youth Services, will be used to assist with the organization's programs which provides social and emotional learning skills to youth ages 10-13 or grades 5<sup>th</sup> – 8<sup>th</sup> grades in public, private, and parochial schools, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00** to Crittenton Youth Services, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

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City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Donna Bryars, Comptroller

**Sponsored by:**

Councilmember William Carroll

**Purpose and Scope of Project:**

Funds will be used to assist with the 3rd Annual Africatown Plateau Pacers Community Fun Day Walk/Run on Sunday, July 31, 2024.

**Amount of Contract:**

\$1,000.00

**Funding Source**

**Project #** DSC-02/10041020-42080

**Discretionary Funds** DSC-02

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
RESOLUTION - Africatown Plateau Pacers	Cover Memo	3/5/2024

**REVIEWERS:**

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	3/5/2024 - 9:14 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$1,000.00** to Africatown Plateau Pacers from his discretionary funds; and*

WHEREAS, Africatown Plateau Pacers is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Africatown Plateau Pacers *will be used to assist with the 3<sup>rd</sup> Annual Africatown Plateau Pacers Community Fun Day Walk/Run on Sunday, July 31, 2024*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,000.00** to Africatown Plateau Pacers, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

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City Clerk





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Donna Bryars, Comptroller

**Sponsored by:**

Councilmember William Carroll

**Purpose and Scope of Project:**

Funds will be used to assist with marketing and operational expenses.

**Amount of Contract:**

\$1,000.00

**Funding Source**

**Project #** DSC-02/10041020-42200

**Discretionary Funds** DSC-02

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
RESOLUTION - MARCHING COUGARS BAND BOOSTER CLUB	Cover Memo	3/7/2024

**REVIEWERS:**

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/7/2024 - 1:22 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **\$1,000.00** to Marching Cougars Band Booster Club from his discretionary funds; and

WHEREAS, Marching Cougars Band Booster Club is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club will be used to assist with marketing and operational expenses, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00** to Marching Cougars Band Booster Club, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

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City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Donna Bryars, Comptroller

**Sponsored by:**

Councilmember Gina Gregory

**Purpose and Scope of Project:**

Funds will be used to assist with the 18th Annual Golf Tournament

**Amount of Contract:**

\$1,000.00

**Funding Source**

**Project #** DSC-07/10041020-42080

**Discretionary Funds** DSC-07

**Project String**

**Contract Number:**

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

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
RESOLUTION - MOBILE ALUMNI CHAPTER KAPPA ALPHA PSI, INC.	Cover Memo	3/6/2024

**REVIEWERS:**

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	3/6/2024 - 1:10 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **\$1,000.00** to Mobile Alumni Chapter Kappa Alpha Psi, Inc., from her discretionary funds; and

WHEREAS, Mobile Alumni Chapter Kappa Alpha Psi, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Alumni Chapter Kappa Alpha Psi, Inc., will be used to assist with the 18<sup>th</sup> Annual Golf Tournament, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00** to Mobile Alumni Chapter Kappa Alpha Psi, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

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City Clerk



## AGENDA ITEM SUMMARY SHEET

Agenda of:3/12/2024

### 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  
3/11/2024

### REVIEWERS:

Department Reviewer

Action

Date

City Clerk   Gauthier, Lana

Approved

3/11/2024 - 9:33  
AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES  
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate \$2,500.00 to Mothers Involved Against Gun Violence, from his discretionary funds; and*

WHEREAS, Mothers Involved Against Gun Violence is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mothers Involved Against Gun Violence, *will be used to assist with reduction in gun violence*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,500.00 to Mothers Involved Against Gun Violence, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

\_\_\_\_\_  
City Clerk





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

James Barber, Chief of Staff

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

Authorize and direct the Mayor and City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, the Subrecipient Agreement between the City of Mobile and Mobile County, Alabama for work performed in upgrading courtroom technology as outlined in the agreement.

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
Subrecipient Agreement	Backup Material	3/6/2024
Resolution	Resolution Letter	3/6/2024

**REVIEWERS:**

Department Reviewer	Action	Date
Accounting Threadgill, Randy	Approved	3/7/2024 - 12:48 PM
Legal      Kern, Chris	Approved	3/7/2024 - 2:02 PM
Legal      Kern, Chris	Approved	3/7/2024 - 2:02 PM
Mayors Office      Barber, James	Approved	3/7/2024 - 2:11 PM

**SUBRECIPIENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF MOBILE (UEI #: QV8KPHH9J8A3)  
AND MOBILE COUNTY, ALABAMA (UEI NO. YNN6QEMH9UF9)  
ARP03 101-22**

**THIS AGREEMENT** is entered into by and between The City of Mobile, an Alabama municipal corporation (the Subrecipient) and Mobile County, Alabama, a body corporate and politic, acting by and through the Mobile County Commission (the County):

**WHEREAS**, the County has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Fund created under Section 603 of the American Rescue Plan Act of 2021 (ARPA), subject to the State and Local Fiscal Recovery Fund's Final Rule ([the Final Rule](#)), and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (the Compliance and Reporting Guidelines); and

**WHEREAS**, ARPA authorizes the County to expend ARPA funds awarded to the County for the following eligible purposes, as outlined in the Final Rule:

1. Replace public sector revenue loss: To provide government services up to the amount of revenue lost due to the pandemic;
2. Respond to far-reaching public health and negative economic impacts of the pandemic: By supporting health of communities and helping households, small businesses, impacted industries, nonprofits, and the public sector recover from economic impacts;
3. Provide premium pay for essential workers: By offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors;
4. Invest in water, sewer, and broadband infrastructure: Making necessary investments to improve access to clean drinking water, to supporting vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet;

and

**WHEREAS**, ARPA requires that funds for eligible uses must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds not later than December 31, 2026; and

**WHEREAS**, ARPA authorizes the County to enter into subaward agreements with subrecipients to assist the County in achieving the goals of ARPA; and

**WHEREAS**, the Subrecipient has completed upgrades to audio, video, and information handling technology to provide for remote video arrangement, remote viewing of trials, improved audio and video quality and enhanced trial recordings in the State Courts located at the Mobile County Government Plaza (the Project) and the County, finding that a public purpose will be served thereby, wishes to provide funding to reimburse the Subrecipient for a portion of the Project; and

**WHEREAS**, the Subrecipient certifies that the Project, funded by this Agreement, will comply with all applicable rules and regulations;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

### **Section 1. Overview**

Section 1.1. Definitions. The definitions and requirements for subrecipients as defined in 2 CFR 200.1 are incorporated into this Agreement.

Section 1.2. Source of Funding. This Agreement is funded by a portion of the total sum of Eighty Million Two Hundred Sixty-One Thousand One Hundred Ninety-Eight Dollars (\$80,261,198.00) allocated to the County by the Coronavirus State Local Fiscal Recovery Fund created under Section 603 of ARPA.

Section 1.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for a subaward allocated to the Subrecipient by the County, for the Project.

Section 1.4. Disclosures. Federal regulations, specifically 2 CFR 200.331(a)(1), require the County to provide the Subrecipient specific information about this subaward. All required information is set out in Attachment A (Subaward Data).

Section 1.5. Term. This Agreement will govern the performance of the parties for the period October 1, 2022 (the Effective Date) through June 30, 2026 (the Expiration Date), unless earlier terminated by either party in accordance with the terms hereof, except as certain provisions are specifically noted to survive expiration or termination.

### **Section 2. Scope of Funded Activities**

Section 2.1. Scope of Services. Subrecipient shall perform all activities described in Attachment B (Approved Activities/Scope of Services).

Section 2.2. Budget. Subrecipient shall expend the funds on costs substantially in accordance with Attachment C (Approved Budget).

Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available to the Subrecipient.

Section 2.3. Prior Approval for Changes. The foregoing notwithstanding, upon written request of the Subrecipient, the County may, from time to time, approve a revision within line items of the Approved Budget which does not change the total amount of the subaward. The County will evaluate such request and issue a written approval or denial based on the justification provided by the Subrecipient. In no case shall the revision change the total amount of the subaward without approval by the Mobile County Commission. Budget revisions that require action by the Mobile County Commission will not be approved in the thirty (30) days immediately preceding the Expiration Date. Subrecipient acknowledges that budget revisions, whether approved by the County Commission or its designee, are incorporated herein and constitute an enforceable

amendment to this Agreement.

### **Section 3. Compensation**

#### **Section 3.1. Payment of Funds.**

- (a) Subrecipient must incur and pay costs in accordance with the Approved Budget and for the performance of the Approved Activities in an amount not to exceed \$869,283.86 (Total Agreement Funds or Program Funds, but not to include Program Income in this total as discussed below); however, the County shall only reimburse Subrecipient for documented expenditures that: (i) were reasonable and necessary to carry out the scope of Approved Activities; (ii) are documented by contracts or other evidence of liability consistent with established County and Subrecipient procedures; (iii) were incurred in accordance with all applicable requirements for the expenditure of funds payable hereunder; and, (iv) there will be no reimbursement for Program Income Subrecipient receives and uses as noted above.
- (b) Program Funds shall be paid on a reimbursement basis for eligible expenditures incurred on or after the Effective Date and prior to the earlier of the Expiration Date or the last day of the Term. All requests for payment shall be submitted together with supporting documentation as set out below.
- (c) The amount of Program Funds is subject to adjustment by the County if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to its expiration.

Section 3.2. Indirect Cost Rate. The indirect cost rate, if any, indicated in the Approved Budget shall apply to this Agreement. Non-federal entities which have previously established indirect cost rates must submit a current indirect cost proposal for allocation to eligible activities. Non-federal entities which have not established a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs. A request for such an election must be made in writing to the County. Costs must be consistently charged as either indirect or direct costs but may not be double-charged or inconsistently charged as both.

Section 3.3. Invoices. Subrecipient shall submit itemized invoices quarterly to:

[cityofmobile.mc.arpa@docs.e-builder.net](mailto:cityofmobile.mc.arpa@docs.e-builder.net)

And

[arpa.subrecipient.mobilecounty@volkert.com](mailto:arpa.subrecipient.mobilecounty@volkert.com)

### **Section 4. Financial Accountability and Grant Administration**

Section. 4.1. Financial Management. Subrecipient shall maintain a financial management system and financial records related to all transactions reimbursed with funds received pursuant to this Agreement and with any program income earned, if applicable, as a result of funds received hereunder. Subrecipient must administer all such funds in accordance with applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, as required by the ARP/CSLFRF Assistance

Listing (21.027). Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the County if required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury. Subrecipient shall maintain detailed, itemized documentation and other records of all income received and expenses incurred pursuant to this Agreement.

Section. 4.2. Financial and Other Reports. Subrecipient shall submit reports to the County as may be required by the federal government or the County including reports which enable the County to submit its own reports to the U.S. Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
Monthly Progress Report	By the 15 <sup>th</sup> of the month for the preceding report period
Quarterly Report	Two (2) weeks following the calendar quarter end date
Annual Report	July 1 <sup>st</sup>
Final Report	No later than thirty (30) days following the earlier of the termination date or the end of the Term

Once the agreement is executed, the Subrecipient shall provide a data upload to the County to include all receipts, rate sheets, costs, and other information substantiating expenses relative to the Project. The County reserves the right to request additional information needed to substantiate costs. This information may be uploaded at [cityofmobile.mc.arpa@docs.e-builder.net](mailto:cityofmobile.mc.arpa@docs.e-builder.net). The Subrecipient may also be required to provide any other information requested or later required by the County to substantiate and account for all funds. Failure to provide timely submission of required data may result in cancellation of this Agreement. In the event of cancellation, the County reserves the right to rescind this Agreement and demand back payment in full for all reasonable costs for attorney fees.

Section. 4.3. Improper Payments. Any item of expenditure by Subrecipient hereunder which is determined by auditors, investigators, and other authorized representatives of the County, the State of Alabama, the U.S. Department of Treasury, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, and shall be reimbursed by Subrecipient, immediately upon notification of such, from non-federal funds other than those provided by the County pursuant to this or any other agreements between the County and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

Section. 4.4. Audits. The Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the Term hereof. A Subrecipient that expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in

accordance with current County policy concerning Subrecipient audits and 2 CRF 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 21.027.

Subrecipient shall provide notice of the completion of any required audits and shall provide access to such audits and other financial information related to the Agreement upon request. Subrecipient shall provide the County with notice of any adverse findings which impact or relate to this Agreement in any way. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 60 days after receipt of notice thereof by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

This obligation to have a financial audit performed yearly extends for one year beyond the expiration or termination of this Agreement.

#### Section. 4.5. Closeout.

(a) Final payment request(s) must be received by the County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Term. The County will not accept a payment request submitted after this date without prior authorization. In consideration of the execution of this Agreement by the County, Subrecipient agrees that acceptance of final payment from the County will constitute an agreement by Subrecipient to release and forever discharge the County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to all injuries and damages of any kind resulting from or in any way relating to this Agreement.

(b) The Subrecipient's obligations to the County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the County. Such requirements shall include, but are not limited to: submitting final billings and reports, making final payments, disposing of program assets (if applicable), clearance of any issues identified as a result of monitoring, and determining the retention/custodianship of all project records. The provisions of this Section 4.5(b) shall survive the expiration or termination of this Agreement.

### **Section 5. Compliance with Grant Agreement and Applicable Laws**

Section 5.1. General Compliance. Subrecipient shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between the County and the U.S. Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may differ from Subrecipient's current policies and practices.

Section 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA grant, including, but not limited to, the following:



- (a) Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- (b) Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- (c) Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.
- (d) Alabama Law. This Agreement is also subject to all applicable laws of the State of Alabama.

Section 5.3. Federal Grant Administration Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 (UG), as adopted by the U.S. Department of Treasury at 2 CFR 1000 and as set forth in the [Assistance Listing for ARPA/CSLFRF \(21.027\)](#). These requirements dictate how Subrecipient must administer the subaward and how the County must oversee Subrecipient.

Subrecipient shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within sixty (60) days of the Effective Date and during all subsequent reviews. It is the Subrecipient's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of this Agreement.

#### Section 5.4. Procurement Requirements.

- (a) Procurement Policy. Consistent with UG compliance requirements, including the standards set out in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Subrecipient must provide supporting documentation identifying compliance with the County's Procurement Policies and Procedures for Use of State and Federal Grant Funds ([County's Procurement Policy](#)), as may be amended from time to time, concerning the purchase of goods and services, including professional services, and shall maintain inventory records of all non-expendable personal property as may be procured with funds provided hereunder. To the extent the County's Procurement Policy conflicts with that of the Subrecipient, the County's policy will apply. The County's Procurement Policy will serve as the written procedure required for a non-federal entity, as per 2 CFR 200.318(a).
- (b) Subcontracts. The Subrecipient shall not enter into subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such subcontract. The Subrecipient shall cause all the provisions of this Agreement in their entirety to be incorporated in and made a part of any such subcontract. Executed copies of all subcontracts shall be forwarded to the County along

with documentation concerning the selection/procurement process.

(c) **Debarment Certification.** The Subrecipient must not be listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov. The Subrecipient must provide supporting documentation identifying where they verified that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," on SAM.gov prior to entry into a contract or subcontract.

(d) **County Review of Solicitation.** The Subrecipient entered into a contract for the performance of the Approved Activities under this Agreement, which has been fully executed. Before reimbursement of funds pursuant to this Agreement, the Subrecipient shall forward to the County a copy of the solicitation (whether competitive or non-competitive), bid requests, bid submissions, and evaluations. The County will review the supporting documentation and provide comments, if any, to Subrecipient. Regardless of the County's review, Subrecipient remains bound by all applicable laws and regulations, and the terms of this Agreement. If during its review the County identifies any deficiencies, then the County will communicate those deficiencies to Subrecipient as quickly as possible.

(e) **County Review of Contracts.** The Subrecipient entered into a contract for the performance of the Approved Activities under this Agreement, which has been fully executed. The County shall review the executed contract for compliance with applicable requirements and provide comments, if any, to Subrecipient. Consistent with 2 C.F.R. §200.324, the County will review the executed contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. If during its review the County identifies any deficiencies, the County will communicate those deficiencies to Subrecipient as soon as possible.

#### Section 5.5. Use and Reversion of Assets

(a) **Equipment.** In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be returned to the County (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment needed by the Subrecipient for activities under this Agreement shall be retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of funds used to acquire the equipment.

(b) **Relocation, Real Property Acquisition and One-For-One Housing Replacement.** If applicable to this Agreement the Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b). The Subrecipient shall also comply with applicable County resolutions and policies concerning the displacement of persons from their residences.

**Section 5.6. Subawards.** The Subrecipient may not enter a subaward without prior written approval from the County.

Section 5.7. Property Management. All real property acquired or improved, and equipment or supplies purchased in whole or in part with ARPA funds, must be used, insured, managed, and disposed of in accordance with 2 CFR 200, et seq.

Section 5.8. Program Income. Program income means gross income earned by the non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance, except as provided in 2 CFR 200.307(f).

If the Subrecipient will receive program income, the Subrecipient shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, 2 CFR 200.307, and as stipulated in the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds. 2 CFR 200.307(e) sets forth three methods for how program income may be used: the deduction method, the addition method, and the cost sharing/matching method. Treasury has indicated that program income earned pursuant to expenditures of SLFRF shall be accounted for pursuant to the addition method. The addition method, per 2 CFR 200.307(e)(2), states, *“program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.”*

The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated. In addition, the Subrecipient shall add program income earnings to the total subaward amount and expend it on eligible expenditures related to their project during the award period. Such program income must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient. The Subrecipient shall account for and expend program income in compliance with the Uniform Guidance and in accordance with Treasury’s regulations that govern expenditures of SLFRF funds, including the Final Rule, and the State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, which provides: *“Recipients of SLFRF funds should calculate, document, and record the organization’s program income. Additional controls your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.”*

The Subrecipient acknowledges its responsibility for appropriate recordkeeping and reporting to the County on the generation and/or receipt of such program income and any failure to report program income will be considered a failure to report, as noted in Section 3 above; however, in no event shall Program Income be reimbursable to Subrecipient. Any unspent program income generated by the expenditure of SLFRF funds at the close of the period of performance must be returned to the County.

Section 5.9. Federal Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying set out in 31 CFR Part 21. Pursuant to this regulation, Subrecipient may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or

modification of any federal contract, grant, loan, or cooperative agreement. Subrecipient shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements, utilizing the form provided in Attachment E (Lobbying Certifications).

Section 5.10. Universal Identifier and System for Award Management (SAM). Subrecipient shall obtain, and provide to the County, a unique entity identifier assigned by the SAM, which is accessible at [www.sam.gov](http://www.sam.gov).

Section. 5.11. Equal Opportunity & Other Requirements. Subrecipient shall adopt and enact a nondiscrimination policy consistent with the requirements in this section.

Civil Rights Laws. Subrecipient shall comply with local and state civil rights ordinances and laws and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(a) The Subrecipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment and contracting opportunities, in any program or activity funded in whole or in part under this Agreement.

(b) The Subrecipient agrees that no person shall on the grounds of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.

(c) The Subrecipient agrees to provide language assistance to Limited English Proficient (LEP) persons upon request and will include a written statement in Spanish or Spanish Creole (or other languages as may be identified in the current or amended County's Four Factor Analysis and Language Access Plan) in all public notices related to this Agreement that translation and/or clarification will be provided upon request.

Affirmative Action. The Subrecipient shall be committed to carrying out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

Small Businesses, Women- and Minority-Owned Businesses (W/MBE). If applicable to this Agreement the Subrecipient will use its best efforts to afford small businesses, minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used herein, the term "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this

definition, "minority group members" are African Americans; Spanish-speaking, Spanish surnamed, or Spanish heritage Americans; Asian-Americans; and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Fair Housing Laws. Subrecipient shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.), and the U.S. Department of Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section 5.12. Federal Funding Accountability and Transparency Act of 2006. Subrecipient shall provide the County with all information requested by the County to enable the County to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101).

Section 5.13. Licenses, Certifications, Permits, Accreditation. Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the County proof of any licensure, certification, permit or accreditation upon request.

Section 5.14. Publications or Signage.

(a) Any publicity or signage produced with Program Funds shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2103 awarded to the Mobile County Commission, Alabama by the U.S. Department of the Treasury."

(b) Copyright: No reports, maps, or other documents, produced in whole or in part pursuant to this Agreement, shall be the subject of an application for copyright by or on behalf of the Subrecipient.

Section 5.15. Program for Enhancement of Contractor Employee Protections. Subrecipient shall inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower

protections under 41 U.S.C 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.16. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. As required by 2 CFR 200.216, Subrecipient shall not obligate or expend funds received hereunder to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as described in Public Law 115-232, Section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.17. Use of Name. Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.18. Highest Compensated Officers. The names and total compensation of the five most highly compensated officers of Subrecipient shall be listed if the Subrecipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and \$25,000,000 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. See FFATA Section 2(b)(1), Code of 1986. If this requirement applies to Subrecipient, Subrecipient will submit the list of its five most highly compensated officers to the County within thirty (30) days of the execution of this Agreement and yearly thereafter during the Agreement term.

Section 5.19. Statement of Assurances. Subrecipient shall certify compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.20. Drug-free Workplace Requirements. The Subrecipient shall comply with Drug-Free Workplace requirements in Subpart B of 2 CFR Part 182 in conformity with the Drug-Free Workplace Act of 1988 (Pub. L. 100-690).

Section 5.21. Prohibited Activities.

Prohibited Activity. The Subrecipient is prohibited from using Program funds or personnel employed in the administration of the Program for: political activities, sectarian or religious activities, lobbying, political patronage and/or nepotism activities.

Religious Activities. The Subrecipient is prohibited from utilizing program funds for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.



Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the “Hatch” Act.

Section 5.22. Conflict of Interest. The following provisions regarding conflicts of interest apply to the use and expenditure of ARPA funds by the Subrecipient (and/or) any other participating party and will serve as the written standards required by 2 CFR 200.318(c)(1):

(a) Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the County or a unit of general county government or any designated public agency or a subrecipient which is receiving ARPA funds who exercises or has exercised any function or responsibilities with respect to ARPA activities assisted herein or is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the Mobile County Commission on a case-by-case basis as requested upon full disclosure in writing.

(b) Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest, involving any other ARPA grant, they shall immediately notify the County.

## **Section 6. Cooperation in Monitoring and Evaluation**

Section 6.1. County Responsibilities. The County will be responsible for grant administration; however, the County’s responsibility does not alter or relieve the Subrecipient’s responsibility to properly conduct Approved Activities and expend Program Funds in compliance with all ARPA Program rules and regulations.

Section 6.2. Subrecipient Responsibilities.

(a) Cooperation with County Oversight. Subrecipient shall permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award or this Agreement, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

(b) Cooperation with Audits. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the County, the State of Alabama, the U.S. Department of Treasury, the U.S. Government Accountability Office, and any other governmental entity having oversight of the ARPA Program. Subrecipient agrees to ensure to the greatest extent possible the cooperation of

its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

(c) Confidential Information. If applicable to this Agreement, the Subrecipient shall maintain client data demonstrating client eligibility for services provided by the Project. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Any reports, information, data, etc., given to, prepared by, or assembled by the Subrecipient under this Agreement, shall not be made available to any individual or organization by the Subrecipient without prior written approval of the County. Such information shall be made available to County monitors or their designees for review upon request.

(d) Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

Section 6.3. Records Retention and Access. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or as extended by the U. S. Department of Treasury, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry arising under this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by authorized representatives of the County, the State of Alabama, the U.S. Department of Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.4. Personnel. The Subrecipient represents that it has, or will secure at its own expense unless otherwise specified in this Agreement, all personnel required in performing Approved Activities under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform said services.

Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Attachment D (Key Personnel).

Section 6.5. Environmental Review. The Subrecipient shall comply with all applicable federal, state, and local laws including, but not limited to, environmental and permitting laws and regulations under 40 CFR Part 35. The Subrecipient is responsible for providing all necessary documentation regarding the required environmental reviews, and the Subrecipient shall be subject

to claw back by the County for failure to comply with applicable federal, state, and local laws regarding environmental reviews.

### **Section 7. Default and Termination.**

Section 7.1. Suspension and Termination. As provided in 2 CFR 200.338-339, suspension or termination may occur if the Subrecipient materially fails to comply with any term of this Agreement, and the award may be terminated by agreement in accordance with 2 CFR 200.339.

Section 7.2. Termination for Loss of Funding. In the event the funds to be provided to the Subrecipient hereunder shall cease to be available, this Agreement shall terminate and thereafter have no force or effect.

Section 7.3. Termination for Convenience. This Agreement may be terminated for convenience in accordance with the provisions contained in Section B of Appendix II to 2 CFR Part 200. Termination shall become effective upon written notice to the Subrecipient of such termination specifying the effective date thereof, at least five (5) days before the effective date of such termination. Consistent with 2 CFR 200.342, costs incurred by the Subrecipient are allowable if (a) the costs result from obligations which were properly incurred by the Subrecipient before the effective date of the termination, not in anticipation of it; and (b) the costs would have been allowable under this Agreement had it not been terminated. In such event, all finished or unfinished documents, data and reports prepared by the Subrecipient hereunder shall at the option of the County become the property of the County and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Section 7.4. Termination for Cause. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations hereunder, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations hereof, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination specifying the effective date thereof, at least five (5) days before the effective date of such termination. Consistent with 2 CFR 200.342, costs incurred by the Subrecipient are allowable if (a) the costs result from obligations which were properly incurred by the Subrecipient before the effective date of the termination, not in anticipation of it; and (b) the costs would have been allowable under this Agreement had it not been terminated. In such event, all finished or unfinished documents, data and reports prepared by the Subrecipient hereunder shall at the option of the County become the property of the County and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, the Subrecipient shall not be relieved of liability to the County, for damages sustained by the County by virtue of any breach of this Agreement by the Subrecipient, and the County may withhold any payment due to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

Section 7.5. Termination Procedures. If this Agreement is terminated, Subrecipient may not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of notice of termination will be disallowed. Subrecipient shall not be relieved of liability to the County because of any breach of the Agreement by Subrecipient. The

County may withhold payments to Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from Subrecipient is determined.

### **Section 8. General Conditions**

Section 8.1. Indemnification. To the extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its officers, agents and employees, and the federal government, from any claims of third parties arising out of any act or omission of Subrecipient in connection with the performance of this Agreement

Section 8.2. Independent Contractor. Neither party, in the performance of its respective obligations hereunder, shall be deemed to be the agent of the other party.

Section 8.3. Insurance. The parties acknowledge that Subrecipient is self-insured for workers compensation and general liability claims. Subrecipient agrees at all times during the term of this Agreement to maintain sufficient cash reserves dedicated to the payment of claims and maintain the present financial ability to pay claims in the amount of \$200,000.00 for injury to or death of one person; \$300,000.00 for injury or death to more than one person growing out of one accident; and \$200,000.00 for property damage loss.

Section 8.4. Venue and Jurisdiction. The parties acknowledge and agree that this Agreement has been or will be executed and performed in Mobile County, Alabama. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama. The exclusive forum and venue for all actions arising hereunder, regardless of place of execution or performance, is the appropriate division of the State of Alabama, 13<sup>th</sup> Judicial Circuit, in Mobile County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section 8.5. Nonwaiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section 8.6. Limitation of County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section 8.7. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section 8.8. Assignment. The Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without the County's prior written consent. Unless the County otherwise agrees in writing, the Subrecipient and all assigns are subject to all the County's defenses and are liable for all Subrecipient's duties that arise from this Agreement and all the County's claims that arise from this Agreement.

Section 8.9. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the Subrecipient and the County with respect to the Project and the provisions of this Agreement. There are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section 8.10. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the County:

Administration, Mobile County, Alabama  
Eighth Floor – South Tower  
205 Government Street  
Mobile, Alabama 36644  
[Eddie.Kerr@mobilecountyal.gov](mailto:Eddie.Kerr@mobilecountyal.gov)  
[arpa.subrecipient.mobilecounty@volkert.com](mailto:arpa.subrecipient.mobilecounty@volkert.com)

(b) If to the Subrecipient:

Randy Threadgill  
Deputy Comptroller - Office of Grants Management  
205 Government Street  
Mobile, AL 36602  
[randy.threadgill@cityofmobile.org](mailto:randy.threadgill@cityofmobile.org)

William S. Stimpson  
[mayorstimpson@cityofmobile.org](mailto:mayorstimpson@cityofmobile.org)

Section 8.11 Amendments.

(a) This Agreement may be amended any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement. Amendments shall be approved and executed prior to any work being done pursuant thereto.

(b) This Agreement shall be deemed amended by law so as to conform with federal, state or local governmental guidelines and policies, as the same may be amended from time to time.

## **Section 9. Agreement Representatives**

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

For the County:

Administration, Mobile County, Alabama  
Eighth Floor – South Tower  
205 Government Street  
Mobile, Alabama 36644  
[Eddie.Kerr@mobilecountyal.gov](mailto:Eddie.Kerr@mobilecountyal.gov)  
[Arpa.subrecipient.mobilecounty@volkert.com](mailto:Arpa.subrecipient.mobilecounty@volkert.com)

For the Subrecipient:

Randy Threadgill  
Deputy Comptroller - Office of Grants Management  
205 Government Street  
Mobile, AL 36602  
[randy.threadgill@cityofmobile.org](mailto:randy.threadgill@cityofmobile.org)

**IN WITNESS WHEREOF**, the parties have each caused this instrument to be executed on the date or dates set opposite the signature of their duly authorized representative.

MOBILE COUNTY COMMISSION

Date: \_\_\_\_\_

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Glenn L. Hodge  
County Administrator

CITY OF MOBILE

Date: \_\_\_\_\_

\_\_\_\_\_  
William S. Stimpson, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Lambert, City Clerk



PROJECT NUMBER: ARP03 101-22  
CFDA NO: 21.027

**Attachment A: Subaward Data**

Subrecipient Name	City of Mobile
Subrecipient Unique Entity Identifier:	QV8KPHH9J8A3
Federal Award Identification Number (FAIN):	SLFRP2103
Federal Award Date of Award to the Recipient by the Federal Agency:	March 3, 2021
Subaward Period of Performance Start Date:	September 1, 2022 (date subject to change)
Subaward Period of Performance End Date:	June 30, 2026
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$869,283.86
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$869,283.86
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$869,283.86
Federal Award Project Description:	Subrecipient has completed upgrades to audio, video, and information handling technology to provide for remote video arrangement, remote viewing of trials, improved audio and video quality and enhanced trial recordings in the State Courts located at the Mobile County Government Plaza
Name of Federal Awarding Agency:	U.S. Department of Treasury
Name of Pass-Through Entity:	Mobile County Commission
Contact Information for Mobile County Authorizing Official:	Connie Hudson Commission President <a href="mailto:Connie.Hudson@mobilecountyal.gov">Connie.Hudson@mobilecountyal.gov</a>
Contact Information for County Project Manager:	Eddie Kerr Deputy County Administrator <a href="mailto:Eddie.kerr@mobilecountyal.gov">Eddie.kerr@mobilecountyal.gov</a> 251-574-8604
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	Not R&D
Subrecipient Indirect Costs:	See <u>Attachment C</u> – Approved Budget

**Attachment B: Approved Activities/Scope of Services**

The below information is based on facts and documentation supplied to the County by City of Mobile regarding its application for SLFRF dollars. This agreement is limited to the use of SLFRF for the activities specifically approved by the County as outlined below. Failure by City of Mobile to use its SLFRF award for the specific approved use will result in claw back of the SLFRF award by the County.

The City of Mobile is requesting funding for reimbursement for audio, video, and information handling upgrades to the State Courts located at the Mobile County Government Plaza. This technology upgrade provides for remote video arrangement, remote viewing of trials, improved audio and video quality and enhanced trial recordings. In addition to providing excellent streaming quality, the improved audio and video enhances the ability of the jury and gallery to see and hear the judge, attorneys, and witnesses.

The City of Mobile procured a contractor to perform the court technology upgrades proposed within their original application. This contractor purchased, installed, and set up equipment within the Mobile County court rooms and two rooms within the Mobile County Jail. The City added contract requirements that the low-priced contractor include additional subcontracted electrical support and equipment mounting work by disadvantaged business enterprises and that the contractor purchase additional spare component parts for the City to have on hand for quick replacement. These additional requirements raised the total costs to \$1,780,838.00.

**Attachment C: Approved Budget**

Consult the ARP/CSLFRF Final Rule for specific directives and limitations on cost items.

<b><u>REVENUES</u></b>	<b>ARPA Funds</b>	<b>Other Funds (NON-ARPA)</b>	<b>Total</b>
Mobile County Coronavirus State and Local Fiscal Recovery Funds Awarded to Subrecipient	\$869,283.86	\$911,554.14	\$1,780,838.00
<b><u>Budget Cost Categories</u></b>			<b>Total Expenditures</b>
Personnel (Salary and Wages)	\$0.00	N/A	\$0.00
Fringe Benefits	\$0.00	N/A	\$0.00
Travel	\$0.00	N/A	\$0.00
Equipment	\$649,358.37	\$644,520.01	\$1,293,878.38
Supplies	\$0.00	N/A	\$0.00
Contractual Services and Subawards	\$219,925.49	\$217,549.51	\$479,225.00
Consultant (Professional Service)	\$0.00	N/A	\$0.00
Construction	\$0.00	N/A	\$0.00
Occupancy (Rent and Utilities)	\$0.00	N/A	\$0.00
Research and Development (R&D)	\$0.00	N/A	\$0.00
Telecommunications	\$0.00	N/A	\$0.00
Training and Education	\$0.00	N/A	\$0.00
Direct Administrative Costs	\$0.00	N/A	\$0.00
Miscellaneous Costs Advertising and public relations costs Materials and supplies costs, including costs of computing devices	\$0.00	\$7,734.17	\$7,734.17
<i>Add additional cost items as needed</i>	N/A	N/A	\$0.00
Total Direct Costs (add lines 1-15)	\$869,283.86	\$911,554.14	\$1,780,838.00
Total Indirect Costs	\$0.00	N/A	\$0.00
Total Costs Federal Grant Funds (Lines 16 and 17) <b><u>MUST EQUAL REVENUE</u></b> <b><u>TOTALS ABOVE</u></b>	\$869,283.86	\$911,554.14	\$1,780,838.00

**Attachment D: Key Personnel**

Subrecipient shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the County of any changes to these personnel within thirty (30) days of the change.

<b>Name:</b>	
<b>Title:</b>	<b>Phone:</b>
<b>Email Address:</b>	
<b>Address:</b>	

<b>Name:</b>	
<b>Title:</b>	<b>Phone:</b>
<b>Email Address:</b>	
<b>Address:</b>	

<b>Name:</b>	
<b>Title:</b>	<b>Phone:</b>
<b>Email Address:</b>	
<b>Address:</b>	

### **Attachment E: Lobbying Certification**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature of Subrecipient's Authorized Official

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Name and Title of Subrecipient's Authorized Official

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Date



## **Attachment F: Mobile County Insurance Requirements**

The Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Mobile County Commission (the County) at limits and coverages specified herein. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A VII and must be acceptable to the County. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the County for prior approval.

### **(a) Commercial General Liability**

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

The Mobile County Commission, its employees and agents shall be named as additional insureds.

### **(b) Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (Bodily Injury and Property Damage combined) of \$1,000,000 each accident. The policy shall name the Mobile County Commission as an Additional Insured.

### **(c) Worker's Compensation and Employers Liability (IF APPLICABLE)**

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability	\$1,000,000 Each Accident
	\$1,000,000 Each Employee
	\$1,000,000 Policy Limit

This policy shall be endorsed to Waive All Rights of Subrogation against the Mobile County Commission, its employees and agents.

### **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the County **PRIOR** to commencement of any work on the contract or disbursement of funds. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the County.

**Attachment G: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#).) and the [Federal Water Pollution Control Act](#) ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

**Attachment H: SF 424D Statement of Assurances Construction Programs****View Burden Statement****ASSURANCES - CONSTRUCTION PROGRAMS**OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Standard Form 424D (Rev. 7-97)  
Prescribed by OMB Circular A-102



# Attachment H: SF 424D Statement of Assurances Construction Program

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>
APPLICANT ORGANIZATION	DATE SUBMITTED
<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>

SF-424D (Rev. 7-97) Back



## R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and 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 County of Mobile, Alabama for work performed in upgrading courtroom technology as outlined in the Subrecipient Agreement attached hereto and made a part hereof as though set forth in full. A copy is on file in the office of the City Clerk.

Adopted:

\_\_\_\_\_  
City Clerk



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Cassie Boatwright, Real Estate Asset Management

**Sponsored by:**

Mayor Stimpson

**Purpose and Scope of Project:**

Direct the Mayor and City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, the Assistance Agreement between the City of Mobile and US Department of Energy.

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
Cover Letter	Cover Memo	3/5/2024
Resolution	Resolution Letter	3/5/2024
Assistance Agreement	Backup Material	3/5/2024

**REVIEWERS:**

Department Reviewer	Action	Date
Accounting Threadgill, Randy	Approved	3/7/2024 - 12:48 PM
Legal      Kern, Chris	Approved	3/7/2024 - 2:03 PM
Legal      Kern, Chris	Approved	3/7/2024 - 2:04 PM
Mayors Office      Barber, James	Approved	3/7/2024 - 2:13 PM



March 5, 2024

Dear City Council Members:

We are requesting your approval and acceptance of the grant agreement from the Department of Energy Efficiency & Conservation Block Grant awarded to the City of Mobile and to provide a cost share in the amount of \$163,600.00. The total amount of federal award is \$229,820.00.

In June 2023, via Resolution 31-656, authorization was granted from the Mobile City Council to apply for this grant from the Department of Energy. There was no match requirement for this grant. However, in July 2023, the project scope changed that resulted in the need for replacement of a 2<sup>nd</sup> chiller in the History Museum's inefficient HVAC unit, one of the oldest in the City's system. With this change in scope came an increase in the funds needed to complete the overall project, therefore, necessitating a cost share from the City of Mobile in the amount \$163,600.00. The source for this cost share is the Real Estate and Asset Management Department's annual Facilities Allotment.

Should you require further information, please do not hesitate to contact me at via email at [laura.angle@cityofmobile.org](mailto:laura.angle@cityofmobile.org) or at (251)208-6854.

Sincerely,

A handwritten signature in black ink that reads 'Laura Angle'.

Laura Angle, Compliance Manager  
Office of Grants Management

## RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, by Resolution 31-656 2023 dated June 13, 2023, City Council authorized the Mayor to apply for funding from the US Department of Energy, Office of State and Community Energy Programs, a DOE Grant Funding Allocation to the City of Mobile in the amount of \$229,820 for the Energy Efficiency and Conservation Block Grant (EECBG) Program, no match required for funding; and


WHEREAS, the City of Mobile negotiated the attached Assistance Agreement which does not have a match requirement for funding but does incorporate a cost share provision for purchasing a second chiller at City expense with the first chiller funded by the grant; now therefore.

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 Assistance Agreement between the City of Mobile and US Department of Energy, Office of State and Community Energy Programs attached hereto 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

# ASSISTANCE AGREEMENT

1. Award No. E-SE0000431		2. Modification No.		3. Effective Date 01/01/2024		4. CFDA No. 81.128	
5. Awarded To MOBILE, CITY OF Attn: Donna Bryars P.O. BOX 1827 MOBILE AL 366331827				6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585			7. Period of Performance 01/01/2024 through 12/31/2025
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007			10. Purchase Request or Funding Document No. 24SE000187		
11. Remittance Address MOBILE, CITY OF Attn: Donna Bryars P.O. BOX 1827 MOBILE AL 366331827				12. Total Amount Govt. Share: \$229,820.00  Cost Share : \$163,600.00  Total : \$393,420.00		13. Funds Obligated This action: \$229,820.00  Total : \$229,820.00	
14. Principal Investigator		15. Program Manager LESLEY FORE Phone: (240) 702-5878			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401		
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury				18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury		19. Submit Reports To See Attachment 2	
20. Accounting and Appropriation Data 5461-2022-31-200835-41020-1005917-0000000-0000000-0000000							
21. Research Title and/or Description of Project IL: EECBG Program - City of Mobile, AL							
22. For the Recipient				23. For the United States of America			
24. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer 			
26. Name and Title		27. Date Signed		28. Name of Officer		29. Date Signed	
				David R. Welsh		02/20/2024	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-SE0000431PAGE OF  
2 3NAME OF OFFEROR OR CONTRACTOR  
MOBILE, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: QV8KPHH9J8A3</p> <p>The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552.</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>The Project Period for this award is 01/01/2024 through 12/31/2025.</p> <p>This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910.</p> <p>Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240.562.1779</p> <p>DOE Project Officer: Lesley Fore E-mail: lesley.fore@hq.doe.gov Phone: 240.702.5878</p> <p>Recipient Business Officer: Randy Threadgill E-mail: randy.threadgill@cityofmobile.org Phone: 251.208.7329</p> <p>Recipient Principal Investigator: Michele Rumpf E-mail: michelle.rumpf@cityofmobile.org Phone: 251.208.7971</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents.</p> <p>ASAP: YES Extent Competed: NOT COMPETED Davis-Bacon Act: YES PI: Rumpf, Michele Continued ...</p>				



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-SE0000431PAGE OF  
3 | 3NAME OF OFFEROR OR CONTRACTOR  
MOBILE, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fund: 05461 Appr Year: 2022 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				



## Special Terms and Conditions

City of Mobile ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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## **Subpart A. General Provisions**

### **Term 1. Legal Authority and Effect**

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

### **Term 2. Flow Down Requirement**

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

### **Term 3. Compliance with Federal, State, and Municipal Law**

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

### **Term 4. Inconsistency with Federal Law**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

### **Term 5. Federal Stewardship**

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

### **Term 6. NEPA Requirements**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity



File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

**Condition(s):**

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IJIA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at [www.energy.gov/node/4816816](http://www.energy.gov/node/4816816) and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.

9. Most activities listed under “Blueprints and additional activities” within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the “Blueprints and additional activities” must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

***If the Recipient later intends to add to or modify the activities or locations*** as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

#### **Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

#### **Term 8. Reporting Requirements**

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

#### **Term 9. Lobbying**

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **Term 10. Publications**

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000431.”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

*Abridged Legal Disclaimer:* “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

### **Term 11. No-Cost Extension**

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

### **Term 12. Property Standards**

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

### **Term 13. Insurance Coverage**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

#### **Term 14. Real Property**

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

#### **Term 15. Equipment**

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

#### **Term 16. Supplies**

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

#### **Term 17. Property Trust Relationship**

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

#### **Term 18. Record Retention**

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

#### **Term 19. Audits**

##### **A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.



DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

**B. Annual Independent Audits (Single Audit or Compliance Audit)**

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

**Term 20. Indemnity**

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

**Term 21. Foreign National Participation**

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

**Term 22. Post-Award Due Diligence Reviews**

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

## Subpart B. Financial Provisions

### Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

### Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

### Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

### Term 26. Indirect Costs

#### A. Indirect Cost Allocation:

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

#### B. Fringe Cost Allocation:

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the



Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. SCEP will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

**C. Subrecipient Indirect Costs (If Applicable):**

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

**D. Indirect Cost Stipulations:**

**i. Modification to Indirect Cost Billing Rates**

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

**ii. Award Closeout**

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

**Term 27. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

**Term 28. Use of Program Income**

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

**Term 29. Payment Procedures****A. Method of Payment**

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

**B. Requesting Reimbursement**

Requests for reimbursements must be made through the ASAP system.

**C. Adjusting Payment Requests for Available Cash**

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

**D. Payments**

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

**E. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

**Term 30. Budget Changes****A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be

approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

**B. Transfers of Funds Among Direct Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

**C. Transfer of Funds Between Direct and Indirect Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

## **Subpart C. Miscellaneous Provisions**

### **Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities**

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

## **Term 32. System for Award Management and Universal Identifier Requirements**

### **A. Requirement for Registration in the System for Award Management (SAM)**

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

### **B. Unique Entity Identifier (UEI)**

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

### **C. Definitions**

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
  1. A Governmental organization, which is a State, local government, or Indian Tribe.
  2. A foreign public entity.
  3. A domestic or foreign nonprofit organization.

4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

### Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
  - i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a*

*violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*

- ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

#### **Term 34. Subrecipient Change Notification**

Except for subrecipients specifically proposed as part of the Recipient’s Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.



- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.<sup>1</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

### **Term 35. Conference Spending**

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

### **Term 36. Recipient Integrity and Performance Matters**

#### **A. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

<sup>1</sup> It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.



available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
  2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  4. Any other criminal, civil, or administrative proceeding if:
    - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

**C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**E. Definitions**

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
  1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**Term 37. Export Control**

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

### **Term 38. Interim Conflict of Interest Policy for Financial Assistance**

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

### **Term 39. Organizational Conflict of Interest**

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

**Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

## **Term 41. Human Subjects Research**

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>



## **Term 42. Fraud, Waste and Abuse**

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

## **Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements**

### **Term 43. Reporting, Tracking and Segregation of Incurred Costs**

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

### **Term 44. Davis-Bacon Requirements**

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual



Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

#### **Davis Bacon Act Electronic Certified Payroll Submission Waiver**

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

### **Term 45. Buy American Requirement for Infrastructure Projects**

#### **A. Definitions**

**Components** are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

**Construction Materials** are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

**Domestic Content Procurement Preference Requirement-** means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

**Infrastructure** includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

**Manufactured Products** are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

**Primarily of iron or steel** means greater than 50% iron or steel, measured by cost.

**Project-** means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Public-** The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is

privately operated on behalf of the public or is a place of public accommodation.

**B. Buy America Requirement**

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees

and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

**C. Certification of Compliance**

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

**D. Waivers**

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United

States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

#### **Term 46. Affirmative Action and Pay Transparency Requirements**

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees



for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide<sup>2</sup> should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

#### **Term 47. Potentially Duplicative Funding Notice**

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

#### **Term 48. Transparency of Foreign Connections**

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

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<sup>2</sup> See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.jsp>

**Term 49. Foreign Collaboration Considerations**

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.



**U.S. Department of Energy**  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)  
**ACTIVITY FILE**  
**Grant Number:** SE0000431, **State:** AL, **Program Year:** 2023  
**Recipient:** City of Mobile

- ☐ Energy Savings Performance Contracting
- ☐ Biofuels
- ☐ Building Energy Codes & Inspection Services
- ☐ Capital Investments & Financing
- ☐ Biomass
- ☐ Clean Energy / Clean Energy Technologies
- ☐ Commuting Infrastructure
- ☐ Distributed Energy Resources
- ☐ Education and Outreach
- ☐ Electric Vehicles and Infrastructure
- ☐ Energy Affordability
- ☐ Energy Management
- ☐ Energy Audits
- ☐ Energy Certification Programs
- ☐ Energy Conservation
- ☐ Energy Efficiency
- ☐ Energy Equity
- ☐ Assessments & Feasibility Studies
- ☐ ENERGY STAR
- ☐ Energy Workforce Training
- ☐ Environmental Justice
- ☐ Financial Incentives
- ☐ Fuel Cell and Hydrogen Technologies
- ☐ Geothermal
- ☐ Hydropower / Hydrokinetic Power
- ☐ Not Applicable
- ☐ On-site Renewable Energy
- ☐ Pedestrian & Bike Infrastructure
- ☐ Reduce Commuting
- ☐ Resiliency
- ☐ Retrofits
- ☐ Solar
- ☐ Workforce Development
- ☐ STEM Education
- ☐ Storage
- ☐ Strategy Development
- ☐ Technical Assistance
- ☐ Traffic Signals & Street Lighting
- ☐ Waste to Energy / Solid Waste Minimization
- ☐ Weatherization
- ☐ Wind

**5. Estimated annual energy savings:**  MBtus

**6. Description (executive summary of goals and objectives)\***

The City will hire a consultant to audit the City's energy usage in order to understand which buildings are the largest energy consumers, identify which projects should be prioritized for upgrades and maintenance improvements and define a starting point for improved tracking of utility billing and building operations and maintenance.

## U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

## ACTIVITY FILE

Grant Number: SE0000431, State: AL, Program Year: 2023

Recipient: City of Mobile

SEO title : Retrofitting InEfficient Infrastructure and Conducting Energy Audits: Mobile's Path to Energy Efficiency

Revision status: Active (pending add)

## 1. Activity

<input type="checkbox"/> Strategy Development	<input type="checkbox"/> Technical Consultant Services	<input checked="" type="checkbox"/> Building Energy Audits
<input type="checkbox"/> Financial Incentive Programs	<input type="checkbox"/> Energy Efficiency Retrofits	<input type="checkbox"/> Energy Efficiency and Conservation Programs for Buildings and Facilities
<input type="checkbox"/> Development and Implementation of Transportation Programs	<input type="checkbox"/> Building Codes and Inspections	<input type="checkbox"/> Energy Distribution Technologies for Energy Efficiency
<input type="checkbox"/> Material Conservation Programs	<input type="checkbox"/> Reduction and Capture of Methane and Greenhouse Gases	<input type="checkbox"/> Traffic Signals and Street Lighting
<input type="checkbox"/> Renewable Energy Technologies on Government Buildings	<input type="checkbox"/> Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures	<input type="checkbox"/> Administrative
<input type="checkbox"/> States Sub-grants to Formula-Ineligible Communities (states only)		

## Blueprints

Energy Planning
<input type="checkbox"/> 1. Energy Planning
Efficient Buildings
<input checked="" type="checkbox"/> 2a. Energy Efficiency - Energy Audits and Building Upgrades
<input type="checkbox"/> 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings
<input type="checkbox"/> 2c. Building Electrification Campaign
<input type="checkbox"/> 2d. Building Performance Standards & Stretch Codes
Renewables
<input type="checkbox"/> 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership
<input type="checkbox"/> 3b. Community Solar
<input type="checkbox"/> 3c. Solarize Campaign
<input type="checkbox"/> 3d. Renewable Resource Planning for Rural and Tribal Communities
Electric Transportation
<input type="checkbox"/> 4a. Electric Vehicles and Fleet Electrification
<input type="checkbox"/> 4b. EV Charging Infrastructure for the Community
Finance
<input type="checkbox"/> 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds
Workforce
<input type="checkbox"/> 6. Workforce Development

## 2. State: AL

## 3. Sectors

<input type="checkbox"/> Agriculture / Agricultural	<input checked="" type="checkbox"/> Local Government	<input type="checkbox"/> Residential
<input type="checkbox"/> Commercial	<input type="checkbox"/> Low / Limited Income	<input type="checkbox"/> State or Territory Government
<input type="checkbox"/> Higher Education	<input type="checkbox"/> Non-profits	<input type="checkbox"/> Transportation
<input type="checkbox"/> Industrial	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Tribal / Native American
<input type="checkbox"/> K-12 Schools		

## 4. Technology and/or Topic Areas

<input checked="" type="checkbox"/> Audits and Assessments (Energy, Water, and Process)
<input type="checkbox"/> Benchmarking

**U.S. Department of Energy**  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)  
ACTIVITY FILE  
**Grant Number:** SE0000431, **State:** AL, **Program Year:** 2023  
**Recipient:** City of Mobile

**7. Activity milestones**

Milestone Description	Planned Amount
Draft and issue a competitive RFP for a consultant to complete an energy audit (1 mo.)	1
Review RFPs and select consultant (2 mos.)	2
Consultant carries out energy audit and presents draft to project team (12 mos.)	2
Project team reviews audit with consultant (1 mo.)	1
Consultant makes requested edits/additions to the audit (1 mo.)	1
Project team reviews and accepts final audit (1 mo.)	1

**8. Activity performance metrics**

a. Specific metric activity (required)**
8. Energy Audits

**9. Activity funds by source**

a. EECBGBIL grant (all funds in the approved budget)	
Fund Source	Planned Amount
Federal	\$79,820.00
Fund Source Type: Federal	
Applicant	\$0.00
Fund Source Type: Applicant	
<b>Total</b>	<b>\$79,820.00</b>
b. Leveraged funds anticipated (outside approved budget)	
Fund Source	Planned Amount
No records found	
<b>Total</b>	<b>\$0.00</b>

\*Please use additional pages if more space is needed.  
\*\*Mandatory requirement



**U.S. Department of Energy**  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)  
ACTIVITY FILE  
**Grant Number:** SE0000431, **State:** AL, **Program Year:** 2023  
**Recipient:** City of Mobile

**SEO title :** Retrofitting Inefficient Infrastructure: Mobile's Path to Energy Efficiency

**Revision status:** Active (pending add)

**1. Activity**

<input type="checkbox"/> Strategy Development	<input type="checkbox"/> Technical Consultant Services	<input type="checkbox"/> Building Energy Audits
<input type="checkbox"/> Financial Incentive Programs	<input checked="" type="checkbox"/> Energy Efficiency Retrofits	<input type="checkbox"/> Energy Efficiency and Conservation Programs for Buildings and Facilities
<input type="checkbox"/> Development and Implementation of Transportation Programs	<input type="checkbox"/> Building Codes and Inspections	<input type="checkbox"/> Energy Distribution Technologies for Energy Efficiency
<input type="checkbox"/> Material Conservation Programs	<input type="checkbox"/> Reduction and Capture of Methane and Greenhouse Gases	<input type="checkbox"/> Traffic Signals and Street Lighting
<input type="checkbox"/> Renewable Energy Technologies on Government Buildings	<input type="checkbox"/> Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures	<input type="checkbox"/> Administrative
<input type="checkbox"/> States Sub-grants to Formula-Ineligible Communities (states only)		

**Blueprints**

Energy Planning
<input type="checkbox"/> 1. Energy Planning
Efficient Buildings
<input checked="" type="checkbox"/> 2a. Energy Efficiency - Energy Audits and Building Upgrades
<input type="checkbox"/> 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings
<input type="checkbox"/> 2c. Building Electrification Campaign
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Renewables
<input type="checkbox"/> 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership
<input type="checkbox"/> 3b. Community Solar
<input type="checkbox"/> 3c. Solarize Campaign
<input type="checkbox"/> 3d. Renewable Resource Planning for Rural and Tribal Communities
Electric Transportation
<input type="checkbox"/> 4a. Electric Vehicles and Fleet Electrification
<input type="checkbox"/> 4b. EV Charging Infrastructure for the Community
Finance
<input type="checkbox"/> 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds
Workforce
<input type="checkbox"/> 6. Workforce Development

**2. State:** AL

**3. Sectors**

<input type="checkbox"/> Agriculture / Agricultural	<input checked="" type="checkbox"/> Local Government	<input type="checkbox"/> Residential
<input type="checkbox"/> Commercial	<input type="checkbox"/> Low / Limited Income	<input type="checkbox"/> State or Territory Government
<input type="checkbox"/> Higher Education	<input type="checkbox"/> Non-profits	<input type="checkbox"/> Transportation
<input type="checkbox"/> Industrial	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Tribal / Native American
<input type="checkbox"/> K-12 Schools		

**4. Technology and/or Topic Areas**

<input type="checkbox"/> Audits and Assessments (Energy, Water, and Process)	<input type="checkbox"/> Environmental Justice
<input type="checkbox"/> Benchmarking	<input type="checkbox"/> Financial Incentives

**U.S. Department of Energy**  
**Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)**  
**ACTIVITY FILE**  
**Grant Number: SE0000431, State: AL, Program Year: 2023**  
**Recipient: City of Mobile**

- |   |   |
|---|---|
| <input type="checkbox"/> Energy Savings Performance Contracting<br><input type="checkbox"/> Biofuels<br><input type="checkbox"/> Building Energy Codes & Inspection Services<br><input type="checkbox"/> Capital Investments & Financing<br><input type="checkbox"/> Biomass<br><input type="checkbox"/> Clean Energy / Clean Energy Technologies<br><input type="checkbox"/> Commuting Infrastructure<br><input type="checkbox"/> Distributed Energy Resources<br><input type="checkbox"/> Education and Outreach<br><input type="checkbox"/> Electric Vehicles and Infrastructure<br><input type="checkbox"/> Energy Affordability<br><input type="checkbox"/> Energy Management<br><input type="checkbox"/> Energy Audits<br><input type="checkbox"/> Energy Certification Programs<br><input type="checkbox"/> Energy Conservation<br><input checked="" type="checkbox"/> Energy Efficiency<br><input type="checkbox"/> Energy Equity<br><input type="checkbox"/> Assessments & Feasibility Studies<br><input type="checkbox"/> ENERGY STAR<br><input type="checkbox"/> Energy Workforce Training | <input type="checkbox"/> Fuel Cell and Hydrogen Technologies<br><input type="checkbox"/> Geothermal<br><input type="checkbox"/> Hydropower / Hydrokinetic Power<br><input type="checkbox"/> Not Applicable<br><input type="checkbox"/> On-site Renewable Energy<br><input type="checkbox"/> Pedestrian & Bike Infrastructure<br><input type="checkbox"/> Reduce Commuting<br><input type="checkbox"/> Resiliency<br><input checked="" type="checkbox"/> Retrofits<br><input type="checkbox"/> Solar<br><input type="checkbox"/> Workforce Development<br><input type="checkbox"/> STEM Education<br><input type="checkbox"/> Storage<br><input type="checkbox"/> Strategy Development<br><input type="checkbox"/> Technical Assistance<br><input type="checkbox"/> Traffic Signals & Street Lighting<br><input type="checkbox"/> Waste to Energy / Solid Waste Minimization<br><input type="checkbox"/> Weatherization<br><input type="checkbox"/> Wind |
|---|---|

**5. Estimated annual energy savings:**  MBtus

**6. Description (executive summary of goals and objectives)\***

The City will use a portion of the EECBG funds to replace the chillers in the City History Museum's inefficient HVAC unit, one of the oldest and most inefficient in the City's System. This amount includes the estimated cost of one chiller and 37% (\$20,000) of the cost for installation)

**7. Activity milestones**

Milestone Description	Planned Amount
Contract for consultant (1 month)	1
Design (1 month)	1
RFP and Bid (2 mos.)	2
Approval and Notice to proceed (1 mo.)	1
Installation (timeline dependent on equipment lead time)	1

**8. Activity performance metrics**

a. Specific metric activity (required)\*\*

1. Retrofits

**9. Activity funds by source**

a. EECBGBIL grant (all funds in the approved budget)

Fund Source	Planned Amount
-------------	----------------

**U.S. Department of Energy**  
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)  
ACTIVITY FILE  
**Grant Number:** SE0000431, **State:** AL, **Program Year:** 2023  
**Recipient:** City of Mobile

Federal	
Fund Source Type: Federal	\$150,000.00
Applicant	
Fund Source Type: Applicant	\$163,600.00
Total	\$313,600.00
b. Leveraged funds anticipated (outside approved budget)	
Fund Source	Planned Amount
Local Government	
Fund Source Type: Leveraged	\$0.00
Leveraged Category: Local Government	
Total	\$0.00

\*Please use additional pages if more space is needed.  
\*\*Mandatory requirement



## Federal Assistance Reporting Checklist

Attachment 2				
1. Award Number: DE-SE0000431.0000	2. Program/Project Title: EECBG			
3. Recipient: City of Mobile, AL				
4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses		
<b>I. PROJECT MANAGEMENT REPORTING</b> <input checked="" type="checkbox"/> A. Performance Report 1. Status and Milestones 2. Quantitative 3. Narrative <input checked="" type="checkbox"/> B. Financial Report (SF-425) <input type="checkbox"/> C. Other (see Special Instructions)			S     S A5	A. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>     B. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a> C. See Special Instructions
<b>II. AWARD MANAGEMENT REPORTING</b> <input checked="" type="checkbox"/> A. Tangible Personal Property Report - Annual Property Report (SF-428 & SF-428A) <input checked="" type="checkbox"/> B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C) <input type="checkbox"/> C. Uniform Commercial Code (UCC) Financing Statements <input checked="" type="checkbox"/> D. Federal Subaward Reporting System (FSRS) <input type="checkbox"/> E. Annual Incurred Cost Proposal <input checked="" type="checkbox"/> F. Single Audit: States, Locals, Tribal Governments, and Non-Profits <input checked="" type="checkbox"/> G. Other 1. Annual Historic Preservation Report <input checked="" type="checkbox"/> H. Davis Bacon 1. Semi-Annual Davis Bacon 2. Weekly Payroll report			Y  A5  A5 A5 Y180 O Y  S W	A. Send Email to DOE Project Officer  B. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>  C. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a> D. See section II. D. for instructions and due dates E. <a href="#">FSRS</a> F. See section II. F. for instructions and due dates G. See section II. G. for instructions and due dates G1. Email to project officer & <a href="mailto:EECBG.NEPA@ee.doe.gov">EECBG.NEPA@ee.doe.gov</a>  H1. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a> H2. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
<b>III. CLOSEOUT REPORTING</b> <input checked="" type="checkbox"/> A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B) <input type="checkbox"/> B. Other (see Special Instructions)			F  F	A. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>  B. See Special Instructions



## Federal Assistance Reporting Checklist

4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
<b>IV. Bipartisan Infrastructure Law Reporting</b> <input checked="" type="checkbox"/> A. Quality Job Creation <input checked="" type="checkbox"/> 1. Direct Jobs <input checked="" type="checkbox"/> 2. Good Jobs <input checked="" type="checkbox"/> B. Equity and Justice <input checked="" type="checkbox"/> 1. Community Engagement Process <input checked="" type="checkbox"/> 2. Engagement Events and Technical Assistance <input checked="" type="checkbox"/> C. Pathway to Net-Zero <input checked="" type="checkbox"/> 1. Infrastructure Supported <input checked="" type="checkbox"/> 2. Energy Saved <input checked="" type="checkbox"/> D. One-Time Location Report	A5 Y Y     1	A.1. See Section V.D.I for instructions and due dates A.2. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>  B. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>  C. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>  D. <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
<p><b>FREQUENCY CODES AND DUE DATES:</b></p> <p>A5 – As Specified or within five (5) calendar days after the event.</p> <p>F – Final; within 120 calendar days after expiration or termination of the award.</p> <p>O – Other: See instructions for further details.</p> <p>P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.</p> <p>Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.</p> <p>S – Semiannually; within 30 days after end of the reporting period.</p> <p>Y – Yearly; within 90 calendar days after the end of the federal fiscal year.</p> <p>Y180 – Yearly; within 180 calendar days after the close of the recipient’s fiscal year.</p> <p>W – Weekly; within 7 days of the payroll</p> <p>1 – One time report</p> <p><b>FULL URLS:</b></p> <p>OSTI E-Link: <a href="http://www.osti.gov/elink-2413">http://www.osti.gov/elink-2413</a></p> <p>OSTI E-Link Datasets: <a href="https://www.osti.gov/elink/2416-submission.jsp">https://www.osti.gov/elink/2416-submission.jsp</a></p> <p>DOE CODE: <a href="https://www.osti.gov/doecode/">https://www.osti.gov/doecode/</a></p> <p>iEdison: <a href="http://www.iedison.gov">http://www.iedison.gov</a></p> <p>EERE PMC: <a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a></p> <p>FSRS: <a href="https://www.fsrs.gov">https://www.fsrs.gov</a></p> <p>PAGE: <a href="https://www.page.energy.gov">https://www.page.energy.gov</a></p> <p><b>Special Instructions:</b></p>		

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## Federal Assistance Reporting Checklist

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## Reporting Instructions

**\*\*\*** *Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII.* **\*\*\***

### I. Project Management Reporting

#### A. Performance Report

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30)

Semi-annual, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. Your DOE project team will provide a form for submission.

#### 1. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date. This information can be included in the qualitative section of the report.

#### 2. Tasks and Milestones

Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone. More milestones can be added as relevant to your project.

#### 3. Outlays

Using your approved budget, enter all of the expenditures incurred each reporting period. Also include recipient cost share.

**4. Metrics**

Report on your primary process metric selected in the application and any additional metrics that are applicable to your project. Please refer to the [EECBG Program Process Metrics](#), [EECBG-BIL-Reporting-Guidance.pdf \(energy.gov\)](#), and the [Eligible Activity Areas and their Recommended Process Metrics \(energy.gov\)](#) per your activity.

**5. Products**

Can be uploaded as an attachment to the PAGE performance report.

**What has the project produced?**

In the qualitative section of this report, list any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; ; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

**a. Publications, conference papers, and presentations**

Report the publication(s) resulting from the work under this award.

Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

**i. Publications, conference papers and presentations**

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

**b. Website(s)**

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

**c. Other products**

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

**6. Participants**

The following information on participants (individuals) was provided during award negotiations. This can be updated in the awards contacts section in <https://www.page.energy.gov>. On a (quarterly/semi-annual/annual) basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

**a. What individuals have worked on the project?**

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). This information can be added as an attachment in the <https://www.page.energy.gov> document library.

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project

## Federal Assistance Reporting Checklist

- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

### 7. Special Reporting Requirements

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

### 8. Qualitative reporting requirements

In this section, provide any additional description about the project. Can be used to elaborate on information requested above and can include on impact, changes or issues, achievements, or more.

## B. Financial Report SF-425 Federal Financial Report

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30) <b>and</b> within 120 calendar days after expiration or termination of the award

Semi-annually the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE.

## C. Other (see Special Instructions)

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

## II. Award Management Reporting

### A. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	<a href="#">Send Email to DOE Project Officer</a>
Submission deadline:	Within 90 calendar days after the end of the annual reporting period when applicable

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

### B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	Within 5 calendar days of the event or as specified when applicable

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at [Post-Award Reporting Forms | GRANTS.GOV](#)

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see III. **Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

### C. Uniform Commercial Code (UCC) Financing Statements

Submit to:	<a href="#">Send Email to DOE Project Officer</a>
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## Federal Assistance Reporting Checklist

Submission deadline:	Within five (5) calendar days after the event, or as specified.
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If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- "Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions."
- Federal Award Identification Number (e.g., DE-EE000XXXX)

### D. Federal Subaward Reporting System (FSRS)

Submit to:	<a href="https://www.fsrs.gov/">https://www.fsrs.gov/</a>
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000.

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on [USASpending.gov](https://USASpending.gov) associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000.

## E. Annual Incurred Cost Proposals

Submit to:	<p>If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices:</p> <ul style="list-style-type: none"> <li>• <a href="mailto:CostPrice@ee.doe.gov">CostPrice@ee.doe.gov</a> (if the Golden Field Office is Cognizant); OR</li> <li>• <a href="mailto:IndirectRates@hq.doe.gov">IndirectRates@hq.doe.gov</a> (if OCED is Cognizant)</li> <li>• <a href="mailto:PricingGroup@netl.doe.gov">PricingGroup@netl.doe.gov</a> (if NETL is Cognizant)</li> </ul> <p>Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.</p>
Submission deadline:	<p>Within 180 calendar days after the close of the recipient's fiscal year*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

## F. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	<p>Federal Audit Clearinghouse - <a href="https://harvester.census.gov/facweb/Default.aspx">https://harvester.census.gov/facweb/Default.aspx</a></p>
Submission deadline:	<p>Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>

## Federal Assistance Reporting Checklist

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

### G. National Environmental Policy Act (NEPA) Reporting

Submit to:	Historic Preservation report: <a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must indicate this on the annually required Historic Preservation report. Reports are due September 15 of each year. Forms can be found on and submitted through the DOE PAGE platform found at [www.page.energy.gov/](http://www.page.energy.gov/). The Historic Preservation report must be submitted for all activities including activities conducted by the sub-recipient. A full list of Programmatic Agreements can be found at [Historic Preservation – Executed Programmatic Agreements | Department of Energy](#)

### H. Davis Bacon Reporting

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
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Submission deadline:	Within 7 days of each pay period and Semi-annually when applicable
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- a. The DBA applies to contractors and subcontractors of the recipient or sub-recipients for contracts more than \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).
- b. EECBG Program formula grant recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE-sponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at:  
<https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events>
- c. Weekly Payroll Report
  - i. EECBG prime recipients (grantees) must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors and sub-recipients. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
  - ii. EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.
- d. Semi-Annual Compliance and Enforcement Report
  - i. EECBG grantees must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
  - ii. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact [BILLabor@hq.doe.gov](mailto:BILLabor@hq.doe.gov).

**III. Closeout Reporting****A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)**

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

**B. Other (see Special Instructions)**

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award



## IV. BIL Reporting

### A. Quality Job Creation

#### 1. Direct Jobs

Submit to:	<a href="#">Consult DOE Project team for the announcement of the Davis Bacon Reporting Tool</a>
Submission deadline:	Weekly

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

#### 2. Good Jobs

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	Yearly; within 30 calendar days after the end of the federal fiscal year

Recipients must complete and upload the jobs template (coming soon) that will be available for download from the PAGE site or the EECBG formula application hub on an annual basis. Once available, the report will be uploaded to the PAGE document library. The report focuses on good jobs provided to employees through EECBG Program funds.

### B. Equity and Justice

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	Semi-annually within 30 calendar days after the end of the federal fiscal year quarter

The Equity and Justice reports are imbedded in the [EECBG Program Process Metrics](#) as part of the performance report. Please report on EECBG process metrics 9d. (Organizations Receiving TA) and 11a. (Community and Stakeholder Engagement) when applicable to #1 and #2 below.



## 1. Community Engagement Process

This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives.

## 2. Engagement Events and Technical Assistance

This report applies to all projects that hold stakeholder engagement events. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

## C. Pathways to Net Zero

Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	<b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award.

Pathways to Net Zero Reports will be imbedded in the [EECBG Program Process Metrics](#) as part of the performance reports. Please report on EECBG process metric areas 1 (Retrofits), 3 (Equipment Purchased), and 5 (Renewable Energy) when applicable.

## 1. Infrastructure Supported

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

## 2. Energy Saved

This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

## D. One Time Location Report



Submit to:	<a href="https://www.page.energy.gov">https://www.page.energy.gov</a>
Submission deadline:	One time

In addition to the reporting of metrics, there is a one-time special status report requirement for recipients with projects that take place in specific physical locations. The eligible activities that would be most applicable to the One-time Location Report are noted in Attachment 2. This report is required for all EECBG Program formula recipients pursuing activities mapped to this report, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.

## **V. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information**

### **I. PROTECTED DATA AND LIMITED RIGHTS DATA**

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

#### **A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award**

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

#### **B. Limited Rights Data - Data Produced Outside of the Award at Private Expense**

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

### **II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION**

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identity theft. Protected PII includes, but is not limited to:



- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).



Attachment 3  
DE-SE0000431.0000

**BUDGET INFORMATION - Non-Construction Programs**

1. Program/Project Identification No. SE0000431		2. Program/Project Title Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021	
3. Name and Address City of Mobile City of Mobile Mobile, AL 366020001		4. Program/Project Start Date 10/01/2023	5. Completion Date 09/30/2025

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal	81.128	\$ 0.00		\$ 229,820.00		\$ 229,820.00
2. Applicant			\$ 0.00		\$ 163,600.00	\$ 163,600.00
3.						
4.						
5. TOTAL		\$ 0.00	\$ 0.00	\$ 229,820.00	\$ 163,600.00	\$ 393,420.00

SECTION B - BUDGET CATEGORIES					
6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) DOE	(2) Applicant	(3)	(4)	
a. Personnel	\$ 0.00	\$ 0.00			\$ 0.00
b. Fringe Benefits	\$ 0.00	\$ 0.00			\$ 0.00
c. Travel	\$ 0.00	\$ 0.00			\$ 0.00
d. Equipment	\$ 130,000.00	\$ 130,000.00			\$ 260,000.00
e. Supplies	\$ 0.00	\$ 0.00			\$ 0.00
f. Contract	\$ 99,820.00	\$ 33,600.00			\$ 133,420.00
g. Construction	\$ 0.00	\$ 0.00			\$ 0.00
h. Other Direct Costs	\$ 0.00	\$ 0.00			\$ 0.00
i. Total Direct Charges	\$ 229,820.00	\$ 163,600.00			\$ 393,420.00
j. Indirect Costs	\$ 0.00	\$ 0.00			\$ 0.00
k. Totals	\$ 229,820.00	\$ 163,600.00			\$ 393,420.00
7. Program Income	\$ 0.00	\$ 0.00			\$ 0.00



**U.S. Department of Energy**

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

**BUDGET INFORMATION REMARKS**

**Grant Number:** SE0000431, **State:** AL

**Recipient:** City of Mobile

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**Remarks**

Re the energy audit, the City will issue an RFP asking for consultants to propose as much as they can for the budgeted amount. The HVAC chiller replacement is a higher priority project given the risk the current unit poses to the History Museum collections, as well as the power cost to the City. EECBG funds (\$130,000) will be used to purchase one chiller. City funds in the same amount (\$130,000) will cover the second chiller.

Re installation of the chillers, \$33,600 will be paid by the City with the remainder (\$20,000) coming from EECBG funds.

**Intellectual Property Provisions (NRD-821)**  
**Nonresearch and Development**

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).





## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

Relya Gill McMillian,  
Capital Projects Administrator

**Sponsored by:**

William S. Stimpson,  
Mayor

**Purpose and Scope of Project:**

To allocate \$2,820,000 currently deposited into the Storm Water fund to various Capital Projects within the fund; (Fund 4050).

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
2024 Storm Water Fee Allocation	Cover Memo	3/6/2024

**REVIEWERS:**

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	3/6/2024 - 1:40 PM
Budget	Moore, Rick	Approved	3/6/2024 - 3:25 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:03 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:03 PM
Mayors Office	Barber, James	Approved	3/7/2024 - 2:10 PM

## **RESOLUTION**

Sponsored by: William S. Stimpson, Mayor

**WHEREAS, THE CITY COUNCIL OF THE CITY OF MOBILE** adopted Ordinance Number 01-024 on August 21, 2018 levying a storm water fee on Residential and Commercial Property to support the Storm Water Management Program (MS4); and

**WHEREAS,** Ordinance No. 01-024 is now codified at Article III, Chapter 17 of the Mobile City Code; and

**WHEREAS,** Section 17-47 of the Mobile City Code states:

“The storm water fees levied and collected pursuant to this division shall be deposited into a fund known as storm water fund to be designated for expenses incurred complying with the City’s NPDES permit for operations of its MS4, including but not limited to eliminating floatables from and improving water quality in the rivers, streams and waterways of the City and other storm water management activities required by the City’s storm water management program. All amounts remaining in the fund at the end of the fiscal year shall not lapse but shall retain their dedication to storm water purposes.”

**WHEREAS,** the Revenue Commissioner of Mobile County assessed, collected, enforced and remitted the fees to the City of Mobile; and

**WHEREAS,** in order for such funds to be utilized for the purposes set forth in Section 17-47, the Mobile City Council desires to allocate the funds to capital projects;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the sum of \$2,820,000, currently deposited in the Storm Water fund, be allocated to Capital Project #C0446 Municipal Storm Water Fees Project for the following Storm Water Management projects:

Household Hazardous Waste Days 2025 (2 events - spring and fall)	\$75,000
Miscellaneous Drainage/Slope Repair, Sediment Removal and Slope Stabilization	\$1,250,000
Storm Water Drainage Design Manual	\$250,000
Post-Construction Compliance	\$15,000
CTX160 Track Mini-Skid Steer	\$82,000
Broom Bear Sweeper	\$380,000
Pelican Street Sweeper	\$277,000
Storm Water Modeling	\$241,000
Supplement Ditch Cleaning Contract	\$250,000

ADOPTED:

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CITY CLERK



## AGENDA ITEM SUMMARY SHEET

**Agenda of:**3/12/2024

**Submitted by:**

John Paine, Purchasing Agent

**Sponsored by:**

Mayor William S. Stimpson

**Purpose and Scope of Project:**

One year, renewable for two additional years, contract with Galls LLC to provide uniforms for the Mobile Fire Rescue Department.

General Fund.

**Amount of Contract:**

NTE \$225,000 per year.

**Funding Source**

**Project #**

**Discretionary Funds**

**Project String**

**Contract Number:**

**Budget Amendment      REDUCE      INCREASE**

**Grant Funds**

**Matching Funds**

**ATTACHMENTS:**

Description	Type	Upload Date
2024 Galls Agenda Package	Cover Memo	3/7/2024

**REVIEWERS:**

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	3/7/2024 - 10:28 AM
Legal	Kern, Chris	Approved	3/7/2024 - 2:04 PM
Legal	Kern, Chris	Approved	3/7/2024 - 2:05 PM
Mayors Office	Barber, James	Approved	3/7/2024 - 2:12 PM

# AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

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FUNDING SOURCE:

Associated Costs:

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

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## **RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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 Galls, LLC, in the amount not to exceed \$225,000.00 per year, for one year, renewable for two additional one year periods at the Mayor's discretion without further Council action, for uniforms for the Mobile Fire Rescue Department, 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:

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City Clerk



**City of Mobile**  
**Fire Department Uniforms**  
**AGREEMENT**

THIS AGREEMENT (this "Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Galls, LLC. (hereinafter "Contractor"), a limited liability company organized under the laws of the State of Delaware.

WHEREAS, the City desires to purchase uniforms for the Mobile Fire -Rescue Department, and

WHEREAS, the City has determined that Contractor is uniquely and best qualified provide these items and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

**ARTICLE 1. Scope of the Work; Term.** The description, location, frequency and lump sum cost or unit price of the Services and Items are as set out in **Exhibit A**, Scope of Work, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year, renewable for two additional one-year periods. At the completion of the third year, upon the mutual consent of both parties, the contract may be presumed to continue on a month-to-month basis with all provisions of the contract remaining in force. The total amount invoiced and to be paid for any one year is not to exceed \$225,000.00

**ARTICLE 2. Breach of Contract:** In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

**ARTICLE 3. Indemnification:** Contractor its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents,

employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Contractor or as to third parties, a waiver 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, case law or otherwise available to the City.

**ARTICLE 4. Entire Agreement:** This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

**ARTICLE 5. Governing Law and Venue:** The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

**ARTICLE 6. Licenses, permits, etc.:** Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

**ARTICLE 7. No Agency Relationship Created:** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

**ARTICLE 8. Nondiscrimination:** Contractor 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 9. Termination of Contract:** Service Provider agrees that the City, at its sole discretion, may terminate and cancel this Agreement by giving notice to the Service Provider. Upon termination, the City, at its sole discretion, shall only pay for those services satisfactorily rendered. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract. Upon violation of any of the covenants and agreements herein contained the Service Provider may terminate the contract upon sixty (60) days written notice.

**ARTICLE 10. Assertion of Rights:** Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

**ARTICLE 11. Notices.** Notice for the City shall be mailed to:  
City of Mobile  
P.O. Box 1827  
Mobile, AL 36633

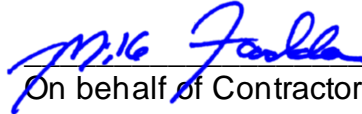
Notices to Contractor shall be mailed to:  
Galls, LLC  
1340 Russell Cave Road  
Lexington KY 40505

**ARTICLE 12. Compliance with Alabama Immigration Law.** By signing this Agreement, the contracting 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.

**ARTICLE 13. Boycotts.** By signing this contract, Contractor 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 14. Signatures:** IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, GALL'S LLC

, Its Chief Executive Officer (title)  
On behalf of Contractor


2/29/2024 Date

**ACKNOWLEDGEMENT**

The State of Kentucky }  
Fayette County }

I, Tiffany Brewer, a Notary Public, in and for said County in said State, hereby certify that Mike Fadden whose name as Chief Executive Officer of Galls, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29th day of February, 2024

  
(Seal)

Notary Public



CITY

\_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**EXHIBIT A:** Scope of Work

## EXHIBIT A. STATEMENT OF WORK

1. City's competitive sourcing of the goods and services to be provided under this contract is made under Local Government Purchasing Cooperative (BuyBoard) Contract 670-22 ("BuyBoard Contract"), whose terms, to the extent they do not conflict with any terms in this contract or its exhibits, are incorporated by reference.
2. Contractor will provide uniform items as listed in the attached price list. All prices are inclusive of all fees and charges, including shipping to City of Mobile Fire Central Supply. Contractor may amend the uniform item list and pricing in accordance with BuyBoard contract and with notice to and consent of the City.
3. Contractor will provide and maintain a web-based ordering and order-tracking software system. The system will allow City firefighters and City designated employees to enter, review, approve, place, track, and return orders of listed uniform items. The software will provide roles that allow the City to control authority to enter orders, approve orders, place and return orders with Contractor. The software will allow for City tracking of all orders entered, placed, received, returned, invoiced, and paid. Contractor's software will provide limits for types of items available for order and City is responsible to ensure employee orders are within the allowed price and quantity limits allotted to each employee.
4. City will place item orders with Contractor using the Contractor's software product. City is responsible to ensure that software control roles are used and that only City-authorized persons place orders with Contractor. Contractor is responsible to ensure that software securely processes City orders according to established user roles.
5. Contractor will fill and ship orders to City within 2 weeks of City placement of orders, unless otherwise agreed to.
6. Contractor will package, label, and ship orders by individual firefighter that entered the order. Contractor can combine orders for multiple firefighters in a single shipment as long as each firefighter's orders are individually packaged within the shipment.
7. Contractor will ensure that uniform items sold to City meet manufacturer quality standards. City and City firefighters are responsible for selection of correctly-sized orders.

8. City may return without cost at Contractor's expense unused items for any reason, or used items if discovered to be defective. Contractor will either invoice credit City or ship replacement product for any properly returned uniforms.
9. Contractor will invoice City monthly for all orders shipped to City in the previous month. Invoice will include a detailed listing of items being invoiced and credited. Invoices will be sent to the following address:

City of Mobile Fire Department Central Supply,  
2851 Old Shell Road,  
Mobile AL 36607, with copy by email to [Purchasing@CityofMobile.org](mailto:Purchasing@CityofMobile.org).

10. City will review orders upon receipt and notify Contractor of any discrepancies between what was ordered and what was received within 7 days of City's receipt of any shipped order.
11. City will remit payment on orders within 30 days of receipt of invoices.



EXHIBIT B

INSURANCE

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/07/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services LLC</b> <b>312 Elm Street, 24th Floor</b> <b>Cincinnati, OH 45202</b> <b>513 852-6300</b>		<b>CONTACT NAME:</b> Trip Yersky <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> trip.yersky@usi.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> <b>CB General Holdings, LLC; Galls LLC</b> <b>1340 Russell Cave Road</b> <b>Lexington, KY 40505</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : QBE Insurance Corporation</b> <b>INSURER B : General Casualty Company of Wisconsin</b> <b>INSURER C : Praetorian Insurance Company</b> <b>INSURER D : Cincinnati Insurance Company</b> <b>INSURER E : North Pointe Insurance Co</b> <b>INSURER F :</b>	
		<b>NAIC #</b>	
		<b>39217</b>	
		<b>24414</b>	
		<b>37257</b>	
		<b>10677</b>	
		<b>27740</b>	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			<b>171000318</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>E</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			<b>161000042</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			<b>191000210</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	EACH OCCURRENCE <b>\$10,000,000</b> AGGREGATE <b>\$10,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>152000028</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>D</b>	<b>Excess Liability</b>			<b>EXS0570374</b>	<b>03/01/2024</b>	<b>03/01/2025</b>	<b>\$15,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The general liability, automobile liability and umbrella/excess policies contain an automatic Additional Insured endorsement that provides Additional Insured status to City of Mobile only with regard to work performed by or on behalf of the named insured and where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

**City of Mobile**  
**205 Government St**  
**Mobile, AL 36644**

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



© 1988-2015 ACORD CORPORATION. All rights reserved.

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April 21, 2023

**Sent via email to: [HUDSON-KENNETH@GALLS.COM](mailto:HUDSON-KENNETH@GALLS.COM)**

Kenneth Hudson  
Galls, LLC  
1340 Russell Cave Rd.  
Lexington KY 40505

Re: Uniforms and Accessories  
BuyBoard Contract 670-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 670-22 effective 6/1/2022 through May 31, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

*Jim Tulberg*

Jim Tulberg  
Vendor Contract Administrator

1<sup>st</sup> renewal v.02.13.2020

4/28/2022

Sent Via Email: [smeltzer-amelia@galls.com](mailto:smeltzer-amelia@galls.com)

Amelia Smeltzer  
Galls, LLC  
1340 Russell Cave Rd.  
Lexington, KY 40505

Welcome to BuyBoard!

**Re:** *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at: [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to [info@buyboard.com](mailto:info@buyboard.com).

A list of Cooperative members is available on the [buyboard.com](http://buyboard.com) website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas  
Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc.,  
Administrator for The Local Government Purchasing Cooperative



4/29/2022

Sent Via Email: smeltzer-amelia@galls.com

Amelia Smeltzer  
Galls, LLC  
1340 Russell Cave Rd.  
Lexington, KY 40505

Welcome to BuyBoard!

**Re:** *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 670-22, Uniforms and Accessories

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2022 through May 31, 2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 670-22 at [www.buyboard.com/vendor](http://www.buyboard.com/vendor). Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to [info@buyboard.com](mailto:info@buyboard.com)

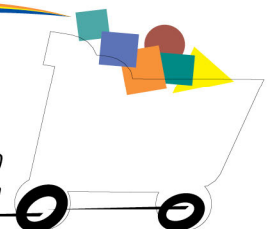
A list of National Cooperative members is available on the [buyboard.com](http://buyboard.com) website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing  
Texas Association of School Boards, Inc.,  
Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • [buyboard.com](http://buyboard.com)

## **PROPOSER'S ACCEPTANCE AND AGREEMENT**

**Proposal Invitation Name:** Uniforms and Accessories

**Proposal Due Date/Opening Date and Time:**  
December 16, 2021, at 4:00 PM

**Proposal Invitation Number:** 670-22

**Location of Proposal Opening:**

Texas Association of School Boards, Inc.  
BuyBoard Department  
12007 Research Blvd.  
Austin, TX 78759

**Contract Term:** June 1, 2022, through May 31, 2023, with two possible one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
April 2022

*By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.*

Galls, LLC  
\_\_\_\_\_  
Name of Proposing Company

12/15/2021  
\_\_\_\_\_  
Date

1340 Russell Cave Rd.  
\_\_\_\_\_  
Street Address

  
\_\_\_\_\_  
Signature of Authorized Company Official

Lexington, KY 40505  
\_\_\_\_\_  
City, State, Zip

David Scheve  
\_\_\_\_\_  
Printed Name of Authorized Company Official

859-800-1400  
\_\_\_\_\_  
Telephone Number of Authorized Company Official

Chief Financial Officer  
\_\_\_\_\_  
Position or Title of Authorized Company Official

859-268-5971  
\_\_\_\_\_  
Fax Number of Authorized Company Official

20-3545989  
\_\_\_\_\_  
Federal ID Number





## **PROPOSAL FORMS PART 1: COMPLIANCE FORMS**

### **INSTRUCTIONS:**

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

**An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

## **PROPOSAL ACKNOWLEDGEMENTS**

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

**Initial:** DS



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

## **FELONY CONVICTION DISCLOSURE**

**Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor)** states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

**Section 44.034 further states in Subsection (b):** "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A

**Initial:** DS



## **RESIDENT / NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☐ I certify that my company is a **Resident Proposer**.  
☒ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>Galls, LLC</u>	<u>1340 Russell Cave Rd</u>	
Company Name	Address	
<u>Lexington</u>	<u>KY</u>	<u>40505</u>
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ N/A or N/A %

## **DEBARMENT CERTIFICATION**

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

## **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☐ Yes ☒ No

**Initial:** DS



## **NO BOYCOTT VERIFICATION**

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

**Initial:** DS



## **NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**      ☐ **Women Owned Business**  
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:** \_\_\_\_\_

**Name of Certifying Agency:** \_\_\_\_\_

☒ My company has **NOT** been certified as a HUB.

## **ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS**

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

N/A

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

**Initial:** DS



## **CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION**

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at [buyboard.com/Vendor/Resources.aspx](http://buyboard.com/Vendor/Resources.aspx), provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

**Initial:** DS



## **DEVIATION AND COMPLIANCE**

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations  
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

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**Initial:** DS





## **VENDOR CONSENT FOR NAME BRAND USE**

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

**You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract.** You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to [contractadmin@buyboard.com](mailto:contractadmin@buyboard.com). BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

### **OPT OUT:**

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

**Initial:** DS



## **CONFIDENTIAL/PROPRIETARY INFORMATION**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒

**NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐

**YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

N/A

(Attach additional sheets if needed.)

Initial: DS



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### **B. Copyright Information**

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

☒

**NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐

**YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: N/A

*(Attach additional sheets if needed.)*

### **C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

### **D. Consent to Release Proposal Tabulation**

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

**Initial:** DS



## **EDGAR VENDOR CERTIFICATION** **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

*For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.*

### **1. Vendor Violation or Breach of Contract Terms:**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

### **2. Termination for Cause or Convenience:**

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

*The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).*

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**Initial:** DS



**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [beta.sam.gov](http://beta.sam.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: DS



**6. Right to Inventions Made Under a Contract or Agreement:**

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**Initial:** DS





**10. Procurement of Recovered Materials:**

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**11. Domestic Preferences for Procurements:**

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**13. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**14. General Compliance and Cooperation with Cooperative Members:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

**Initial:** DS





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## **COMPLIANCE FORMS SIGNATURE PAGE**

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Galls, LLC

Company Name

Signature of Authorized Company Official

David Scheve, Chief Financial Officer

Printed Name and Title

12/15/2021

Date



## **PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS**

### **INSTRUCTIONS:**

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

### **VENDOR BUSINESS NAME**

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

**Name of Proposing Company:** Galls, LLC  
*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**    ☐ Individual/Sole Proprietor    ☐ Corporation    ☒ Limited Liability Company    ☐ Partnership  
                                 ☐ Other (Specify: \_\_\_\_\_)

**State of Incorporation** (if applicable): Delaware

**Federal Employer Identification Number:** \_\_\_\_\_  
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

**Name by which Vendor, if awarded, wishes to be identified on the BuyBoard:** *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**GALLS PARENT HOLDINGS, LLC**

**2** Business name/disregarded entity name, if different from above  
**GALLS, LLC (FEIN: 20-3545989)**

**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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

**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.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**PO BOX 71628**

**6** City, state, and ZIP code  
**CHICAGO, IL 60694-1628**

**7** List account number(s) here (optional)

**Requester's name and address (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**

8	2	-	4	0	9	9	4	6	9
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## 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 ► 

Date ► **2/25/2021**

## 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](http://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.



1340 Russell Cave Road  
Lexington, KY 40505

To Whom It May Concern,

Our W-9 is filled out properly for a Single Member LLC that files its Federal Income Tax return under its Parent Company.

Galls LLC is a valid legal entity with FEIN # 20-3545989. For Federal Income Tax purposes only, Galls LLC files as a division of its Parent Company, Galls Parent Holdings LLC and pays Federal Income Tax under FEIN # 82-4099469.

Galls' legal staff together with our Parent Company have issued this W-9 in accordance with Federal law and the use of this form.

A handwritten signature in blue ink, appearing to read 'David Scheve'.

David Scheve  
CFO





## **VENDOR CONTACT INFORMATION**

***Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).***

## **FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE**

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 3M. (The period of the 12-month period is 12/16/2020 / 12/16/2021). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y	N/A	Law Enforcement Supplies
2. T-PASS (State of Texas)	N	N/A	N/A
3. OMNIA Partners	Y	N/A	Apparel, Uniforms & Accessories
4. Sourcewell (NJPA)	Y	N/A	Body Armor
5. E&I Cooperative	N	N/A	N/A
6. Houston-Galveston Area Council (HGAC)	N	N/A	N/A
7. Choice Partners	N	N/A	N/A
8. The Interlocal Purchasing System (TIPS)	N	N/A	N/A
9. Other	N	N/A	N/A

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%):** 15%

**Proposed Discount (%):** 15%

**Explanation:** N/A



## **GOVERNMENTAL REFERENCES**

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Email Address</b>	<b>Discount</b>	<b>Quantity/ Volume</b>
1. _____					
2. _____					
3. _____					
4. _____					
5. _____					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

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## **COMPANY PROFILE**

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)



## **GALLS EXPERIENCE AND QUALIFICATIONS**

Galls, LLC ("Galls") has been in business for more than 54 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. Galls employs more than 1,200 employees. Galls generates around \$535 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually.

Galls has many long-standing contracts across the United States with agencies of all sizes. We have approximately 750 formal contracts that we service daily from one or more of our 60+ locations.

Galls has three dedicated distribution centers and over 60 branch operations, consisting of contract service centers and retail storefronts. Galls footprint spans the continental United States, and can leverage this unrivaled network to keep your agency supplied with the quickest turnaround times possible.

Galls is the leading distributor of products from over 1600 suppliers. As the public safety Industry leader, we pride ourselves on having the largest inventory in the industry. This means fewer backorders, faster service, and faster delivery.



## TEXAS REGIONAL SERVICE DESIGNATION

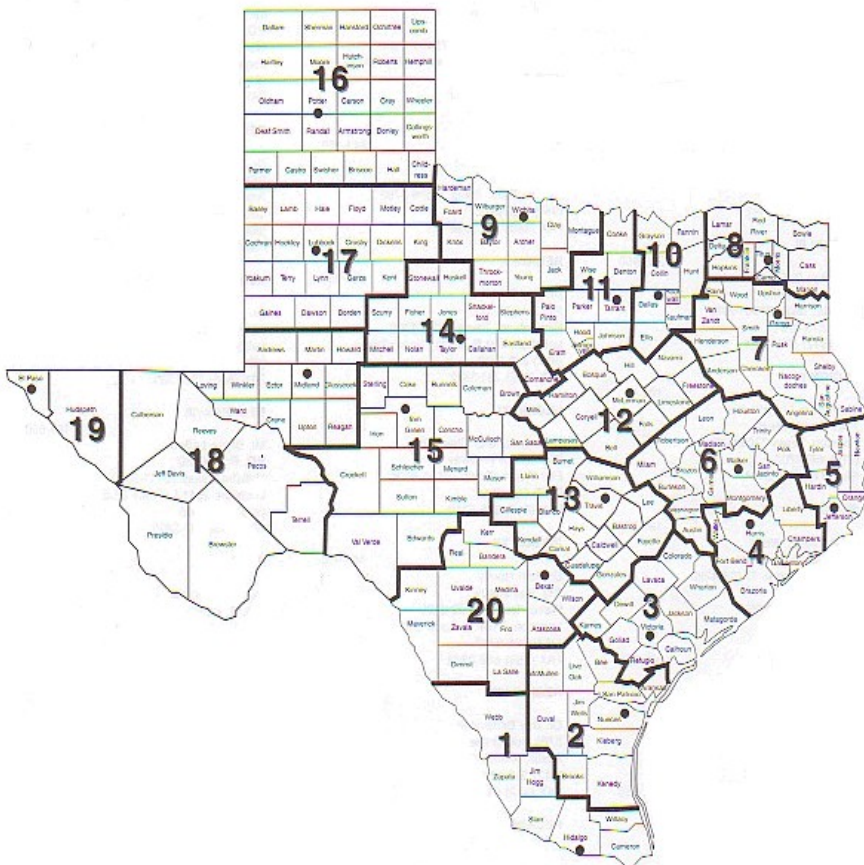
***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).***

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.)** ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

### Regional Education Service Centers

#### Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio





## STATE SERVICE DESIGNATION

***This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).***

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting [bids@buyboard.com](mailto:bids@buyboard.com) at least five (5) business days prior to the Proposal Due Date.)** ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama  
Alaska  
Arizona  
Arkansas  
California (Public Contract Code 20118 & 20652)  
Colorado  
Connecticut  
Delaware  
District of Columbia  
Florida  
Georgia  
Hawaii  
Idaho  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Louisiana  
Maine  
Maryland  
Massachusetts  
Michigan  
Minnesota  
Mississippi  
Missouri  
Montana

Nebraska  
Nevada  
New Hampshire  
New Jersey  
New Mexico  
New York  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Pennsylvania  
Rhode Island  
South Carolina  
South Dakota  
Tennessee  
Texas  
Utah  
Vermont  
Virginia  
Washington  
West Virginia  
Wisconsin  
Wyoming



## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • [buyboard.com](http://buyboard.com)

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Galls, LLC

670-22

Name of Vendor

Proposal Invitation Number

David Scheve

Signature of Authorized Company Official

Printed Name of Authorized Company Official

12/16/2021

Date



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## **LOCATION / AUTHORIZED SELLER LISTINGS**

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

<b>Location/Authorized Seller Name</b>	<b>Contact Person</b>	<b>Contact Information (Mailing Address, Phone, Fax, Email)</b>
See Attached		

## GALLS, LLC - RETAIL & SERVICE CENTER LISTING

Location Type	Manager	Phone	Email	Address	City	State	Zip	Store Hours
Retail Branch	Allison McClellan	205.533.8729	<a href="mailto:mcclellan-allison@galls.com">mcclellan-allison@galls.com</a>	320 Beacon Parkway West	Birmingham	AL	35209	M-F: 9:00am - 5:00pm
Retail Branch	Crystal Arnold	334.649.3028	<a href="mailto:arnold-crystal@galls.com">arnold-crystal@galls.com</a>	3119-4 Ross Clark Circle	Dothan	AL	36303	M-F: 8:00am - 5:00pm
Retail Branch	Allison McClellan	205.533.8729	<a href="mailto:mcclellan-allison@galls.com">mcclellan-allison@galls.com</a>	5767 Carmichael Rd	Montgomery	AL	36117	M-F: 9:00am - 5:00pm
Retail Branch	Robin Bregy	870.819.3391	<a href="mailto:bregy-robin@galls.com">bregy-robin@galls.com</a>	1809 E Parker Rd, Suite D	Jonesboro	AR	72404	M-F: 8:30am - 4:30pm
Retail Branch	Cassandra Brandon	501.708.2059	<a href="mailto:brandon-cassandra@galls.com">brandon-cassandra@galls.com</a>	1201 John Barrow Road	Little Rock	AR	72205	M-F: 8:30am - 4:30pm
Retail Branch	Stephanie Niccum	479.231.1710	<a href="mailto:niccum-stephanie@galls.com">niccum-stephanie@galls.com</a>	1048 S 48th St Suite C	Springdale	AR	72764	M-F: 8:30am - 4:30pm
Retail Branch	Jeff Contreras	213.261.7636	<a href="mailto:contreras-jeff@galls.com">contreras-jeff@galls.com</a>	6365 S. Arizona Cir	Los Angeles	CA	90045	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	Nancy Leonardo	562.285.6638	<a href="mailto:leonardo-nancy@galls.com">leonardo-nancy@galls.com</a>	2550 Long Beach Blvd	Long Beach	CA	90806	M-SAT: 9:00am - 7:00pm SUN: 11:00am - 4:00pm
Retail Branch	Greg Rapp	510.900.3490	<a href="mailto:Rapp-Greg@galls.com">Rapp-Greg@galls.com</a>	557 5th St	Oakland	CA	94607	M-F: 9:00am - 5:00pm
Retail Branch	Susana Llamas	714.633.3880		1249 W. Katella Ave	Orange	CA	92867	M-SAT: 9:00am - 7:00pm SUN: 10:00am - 6:00pm
Retail Branch	Randall Ideishi	951.329.9012	<a href="mailto:ideishi-randall@galls.com">ideishi-randall@galls.com</a>	1865 Iowa Ave. Ste. 110	Riverside	CA	92507	M-SAT: 9:00am - 5:00pm
Retail Branch	Theresa Leininger	916.273.3023	<a href="mailto:leininger-theresa@galls.com">leininger-theresa@galls.com</a>	2333 Arden Way, Ste C	Sacramento	CA	95825	M-F: 9:00am - 5:00pm
Retail Branch	Karen Godoy	213.462.1798	<a href="mailto:Godoy-Karen@galls.com">Godoy-Karen@galls.com</a>	2543 West Sixth St	Los Angeles	CA	90057	M-F: 9:00am - 5:00pm
Retail Branch	Dennis Castro	628.629.6950	<a href="mailto:castro-dennis@galls.com">castro-dennis@galls.com</a>	2200 Jerrold Unit J	San Francisco	CA	94124	M-F: 8:30 am – 5:00 pm SAT: 9:00-2:00pm
Retail Branch	Shana Gearhart	719.722.3045	<a href="mailto:gearhart-shana@galls.com">gearhart-shana@galls.com</a>	525 E. Fountain Blvd. #130	Colorado Springs	CO	80903	M-SAT: 10:00am - 5:00pm SUN: 11:00am - 5:00pm
Retail Branch	Craig Spacht	720.259.2145	<a href="mailto:spacht-craig@galls.com">spacht-craig@galls.com</a>	5120 Osage St. #200	Denver	CO	80221	M-F: 9:00am - 5:00pm
Retail Branch	Quenten Raines	202.908.4600	<a href="mailto:raines-quenten@muscatellos.com">raines-quenten@muscatellos.com</a>	2820 Bladensburg Rd NE	Washington	DC	20018	M-F: 9:00am - 5:00pm
Retail Branch	Allen Kimmel	407.232.8071	<a href="mailto:kimmel-allen@galls.com">kimmel-allen@galls.com</a>	11602 LAKE UNDERHILL ROAD, SUITE 121	Orlando	FL	32825	M-F: 9:00am - 5:00pm
Retail Branch	Misty Clark	850.402.1133		3710 Northwest Passage	Tallahassee	FL	32303	M-F: 9:00am - 5:00pm
Retail Branch	Yolanda Arnold	470.867.3024	<a href="mailto:Arnold-Yolanda@galls.com">Arnold-Yolanda@galls.com</a>	1660 Chattahoochee Ave NW, Ste E	Atlanta	GA	30318	M-F: 9:00am - 5:00pm
Retail Branch	Kimberly Sterling	678.809.7141	<a href="mailto:Sterling-Kimberly@galls.com">Sterling-Kimberly@galls.com</a>	1025 Riverside Dr	Macon	GA	31201	M-F: 9:00am - 5:00pm
Retail Branch	Kimberly Sterling	678.809.7141	<a href="mailto:Sterling-Kimberly@galls.com">Sterling-Kimberly@galls.com</a>	1395 S MARIETTA PKWY; BLDG 200; STE 220	Marietta	GA	30067	M/W/Th/F/Sat: 10:00am - 7:00pm Sun: 11:00am - 4:00pm (Closed TUES)
Retail Branch	Mary Kriley	515-283-1985	<a href="mailto:Kriley-Mary@galls.com">Kriley-Mary@galls.com</a>	5801 Thornton Ave	Des Moines	IA	50321	M-F: 9:00am - 5:00pm
Retail Branch	John Taylor	913.871.5636		9200 Marshall Dr	Lenexa	KS	66215	M-F: 9:00am - 5:00pm
Retail Branch	Lynn Manley	859.787.0410	<a href="mailto:manley-lynn@galls.com">manley-lynn@galls.com</a>	1300 Russell Cave Rd	Lexington	KY	40505	M-F: 7:00am - 3:00pm
Retail Branch	J'Nay Byers	612-377-0011	<a href="mailto:Byers-J'Nay@galls.com">Byers-J'Nay@galls.com</a>	2220 Lyndale Avenue South	Minneapolis	MN	55405	M-F: 9:00am - 5:00pm
Retail Branch	Josh Hebzynski	763.515.8952	<a href="mailto:hebzynki-josh@galls.com">hebzynki-josh@galls.com</a>	2806 FAIRVIEW AVE N	Roseville	MN	55113	M-F: 9:00am - 5:00pm
Retail Branch	Joelle Karpen	320.227.4279	<a href="mailto:karpen-joelle@galls.com">karpen-joelle@galls.com</a>	3535 WEST DIVISION STREET	St Cloud	MN	56301	M-F: 9:00am - 5:00pm
Retail Branch	Brenda Kennett	816.912.3196	<a href="mailto:kennett-brenda@galls.com">kennett-brenda@galls.com</a>	2720 Burlington Street	North Kansas City	MO	64116	M-F: 9:00am - 5:00pm
Retail Branch	Gina Jimenez	402.983.9825	<a href="mailto:jimenez-gina@galls.com">jimenez-gina@galls.com</a>	3105 Leavenworth St	Omaha	NE	68105	M-F: 9:00am - 5:00pm
Retail Branch	Jennifer Whitlock	609.643.5869	<a href="mailto:whitlock-jennifer@galls.com">whitlock-jennifer@galls.com</a>	28 Scotch Road	Ewing Township	NJ	8628	M-F: 9:00am - 5:00pm
Retail Branch	John Rudinski	862.279.6954	<a href="mailto:rudinski-john@galls.com">rudinski-john@galls.com</a>	1015 Broad Street	Newark	NJ	7102	M-F: 9:00am - 5:00pm
Retail Branch	Irma Perez	505.933.6095	<a href="mailto:perez-irma@galls.com">perez-irma@galls.com</a>	2520 San Mateo Blvd. NE	Albuquerque	NM	87110	M-SAT: 10:00am - 6:00pm SUN: 10:00am - 5:00pm
Retail Branch	Dave Shoemaker	518.621.0760	<a href="mailto:shoemaker-david@galls.com">shoemaker-david@galls.com</a>	230 Central Ave.	Albany	NY	12206	M-F: 9:00am - 5:00pm
Retail Branch	Angela Johansson	631.446.3454	<a href="mailto:johansson-angela@galls.com">johansson-angela@galls.com</a>	6098 Jericho Tpke	Commack	NY	11725	M-F: 9:00am - 5:00pm
Retail Branch	Brian Chenault	704.631.9698	<a href="mailto:chenault-brian@galls.com">chenault-brian@galls.com</a>	1424 Center Park Dr.	Charlotte	NC	28217	M-F: 9:00am - 5:00pm
Retail Branch	Peggy Lee	919.746.8502	<a href="mailto:Lee-Peggy@galls.com">Lee-Peggy@galls.com</a>	4720 Trademark Dr	Raleigh	NC	27610	M-F: 9:00am - 5:00pm
Retail Branch	Robin Thompson	910.338.1077	<a href="mailto:thompson-robin@galls.com">thompson-robin@galls.com</a>	2716 Exchange Dr	Wilmington	NC	28405	M-F: 9:00am - 5:00pm
Retail Branch	Richard Morgan	513.370.2348	<a href="mailto:morgan-richard@galls.com">morgan-richard@galls.com</a>	1905 Dalton Ave	Cincinnati	OH	45214	M-F: 8:30am - 4:30pm



## GALLS, LLC - RETAIL & SERVICE CENTER LISTING cont...

Location Type	Manager	Phone	Email	Address	City	State	Zip	Store Hours
Retail Branch	Joe Gallo	614.816.2501	<a href="mailto:gallo-joe@galls.com">gallo-joe@galls.com</a>	3889 Business Park Dr	Columbus	OH	43204	M-F: 9:00am - 5:00pm
Retail Branch	Steven Matthews	859.787.0430	<a href="mailto:Matthews-Steven@galls.com">Matthews-Steven@galls.com</a>	9047 SW Barbur Blvd	Portland	OR	97219	M-F: 9:00am - 5:00pm
Retail Branch	Cassandra Alvarez	512.351.4297	<a href="mailto:alvarez-cassandra@galls.com">alvarez-cassandra@galls.com</a>	826 RUTLAND DR	Austin	TX	78758	M-F: 8:00am - 7:00pm SAT: 9:00am - 6:00pm SUN: 11:00am - 5:00pm
Retail Branch	Lynn Torres	469.208.7087	<a href="mailto:torres-lynn@galls.com">torres-lynn@galls.com</a>	3200 COMMANDER DRIVE; SUITE 114	Carrolton	TX	75006	M-F: 9:00am - 5:00pm
Retail Branch	Gwyn Klein	214.960.5127	<a href="mailto:Klein-Gwyn@galls.com">Klein-Gwyn@galls.com</a>	1630 111ST STREET	Grand Prairie	TX	75050	M-F: 8:30am - 5:00pm
Retail Branch	Courtnee Toliver	281.661.8951	<a href="mailto:toliver-courtnee@galls.com">toliver-courtnee@galls.com</a>	1314 Houston Ave	Houston	TX	77007	M-F: 7:00am - 4:00pm
Retail Branch	Chelsea Engel	713.454.7466	<a href="mailto:engel-chelsea@galls.com">engel-chelsea@galls.com</a>	71 ESPLANADE BLVD; SUITE 200	Houston	TX	77060	M-F: 9:00am - 5:00pm
Retail Branch	Marcus Buie	832.397.6245	<a href="mailto:buie-marcus@galls.com">buie-marcus@galls.com</a>	11707 S SAM HOUSTON PKWY W SUITE R	Houston	TX	77031	M-SAT: 10:00am - 6:00pm
Retail Branch	Veronica Washington	210.523.0976		2111 West Ave	San Antonio	TX	78201	M-F: 9:00am - 5:00pm
Retail Branch	Catherine Combs	757.793.2447	<a href="mailto:combs-catherine@galls.com">combs-catherine@galls.com</a>	5957 East Virginia Beach Blvd.	Norfolk	VA	23502	M-F: 9:00am - 5:00pm
Retail Branch	Richard Maxwell	804.298.2813	<a href="mailto:maxwell-richard@galls.com">maxwell-richard@galls.com</a>	2124 Tomlynn St	Richmond	VA	23230	M-F: 9:00am - 5:00pm
Retail Branch	Robert (Bert) Smith	206.527.5277		8610 Aurora Ave N	Seattle	WA	98103	M-F: 9:00am - 5:00pm
Retail Branch	Marie Downey Perkins	253.237.1630	<a href="mailto:downey-marie@galls.com">downey-marie@galls.com</a>	21621 Pacific Highway South	Des Moines	WA	98198	M-F: 9:00am - 5:00pm
Retail Branch	Samantha Ferguson	509.703.4587	<a href="mailto:ferguson-samantha@galls.com">ferguson-samantha@galls.com</a>	1306 N. Howard	Spokane	WA	99201	M-F: 9:00am - 5:00pm
Retail Branch	Tom Pritzlaff	262-717-5011	<a href="mailto:Pritzlaff-thomas@galls.com">Pritzlaff-thomas@galls.com</a>	500 EAST OAK STREET	Oak Creek	WI	53154	M-F: 9:00am - 5:00pm
Service Center	Timothy Chavez	954.376.8894	<a href="mailto:chavez-timothy@galls.com">chavez-timothy@galls.com</a>	123 NW 25TH TERRACE	Ft Lauderdale	FL	33311	M-F: 8:00am - 5:00pm
Service Center	Cesar Caceres	305.384.8001		400 NW 2nd Avenue	Miami	FL	33128	M-TH: 6:00am - 4:30pm
Service Center	Nilda Franqui	321.663.9864	<a href="mailto:franqui-nilda@galls.com">franqui-nilda@galls.com</a>	2500 West Colonial Dr. 2nd Floor	Orlando	FL	32804	M-F: 9:00am - 5:00pm
Service Center	Shamika Napier	312.533.2592	<a href="mailto:napier-shamika@galls.com">napier-shamika@galls.com</a>	1342 West Madison St	Chicago	IL	60607	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	Yesenia Sanchez	312.267.1477	<a href="mailto:sanchez-yesenia@galls.com">sanchez-yesenia@galls.com</a>	2241 West 95th St	Chicago	IL	60643	M-F: 9:00am-5:00pm Sat 9:00am - 2:00pm every other Saturday
Service Center	Jana Laverty	316.633.4200	<a href="mailto:Laverty-Jana@galls.com">Laverty-Jana@galls.com</a>	625 Carriage Pkwy, Ste 185	Wichita	KS	67208	M-F: 9:00am - 5:00pm
Service Center	Sarah Hankins	763.515-8377	<a href="mailto:hankins-sarah@galls.com">hankins-sarah@galls.com</a>	1672 Suburban Avenue	St Paul	MN	55106	M-F: 9:00am - 5:00pm
Service Center	Olga Barsky	609.281.5596	<a href="mailto:barsky-olga@galls.com">barsky-olga@galls.com</a>	1595 Reed Road	Pennington	NJ	8534	M-F: 9:00am - 5:00pm
Service Center	Tanesha Nelson	704.631.9699	<a href="mailto:nelson-taneesha@galls.com">nelson-taneesha@galls.com</a>	5235 Spector Dr, Bldg. 000A	Charlotte	NC	28269	M-F: 7:30am - 4:00pm
Service Center	Kristy Smith	216.553.4383	<a href="mailto:smith-kristy@galls.com">smith-kristy@galls.com</a>	10666 Lorain Ave	Cleveland	OH	44111	M-F: 9:00am - 5:00pm
Service Center	Rachel Rodriguez	210.523.0976		2111 West Ave, Ste 100	San Antonio	TX	78216	M-F: 9:00am - 5:00pm





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## **MANUFACTURER DEALER DESIGNATION**

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name	Designated Dealer Contact Person

Designated Dealer Address

City	State	Zip

Phone Number	Fax Number

Email address	Designated Dealer Tax ID Number* ( <b>*attach W-9</b> )



## **PROPOSAL INVITATION QUESTIONNAIRE**

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

54 years

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

See attached



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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

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5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

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6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

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7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

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## **REQUIRED FORMS CHECKLIST**

(Please check (✓) the following)

- ☐ Reviewed/Completed: **Proposer's Acceptance and Agreement**

### **PROPOSAL FORMS PART 1: COMPLIANCE FORMS**

- ☐ Reviewed/Completed: **Proposal Acknowledgements**
- ☐ Reviewed/Completed: **Felony Conviction Disclosure**
- ☐ Reviewed/Completed: **Resident/Nonresident Certification**
- ☐ Reviewed/Completed: **Debarment Certification**
- ☐ Reviewed/Completed: **Vendor Employment Certification**
- ☐ Reviewed/Completed: **No Boycott Verification**
- ☐ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☐ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☐ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☐ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☐ Reviewed/Completed: **Deviation and Compliance**
- ☐ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☐ Reviewed/Completed: **Confidential/Proprietary Information**
- ☐ Reviewed/Completed: **EDGAR Vendor Certification**
- ☐ Reviewed/Completed: **Compliance Forms Signature Page**

### **PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS**

- ☐ Reviewed/Completed: **Vendor Business Name**
- ☐ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☐ Reviewed/Completed: **Governmental References**
- ☐ Reviewed/Completed: **Company Profile**
- ☐ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- ☐ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- ☐ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☐ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☐ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☐ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- ☐ Reviewed/Completed: **Proposal Specifications, Evaluation Items and Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.**



## **PROPOSAL SPECIFICATION SUMMARY**

**The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).**

**PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

### **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS**

1. Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories.**
2. Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories.**
3. Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants).
4. Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories.**
5. Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.**
6. Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.**
7. Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.**
8. Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.**

### **Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS**

9. Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.**
10. Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.**
11. Discount (%) off catalog/pricelist for **Purchase of Food Service Uniforms, Related Supplies and Accessories.**
12. Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.**
13. Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.**
14. Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories.**
15. Discount (%) off catalog/pricelist for **Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.**
16. Discount (%) off catalog/pricelist for **Purchase of Industrial Towels.**
17. Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.**

### **Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTS**

18. Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.**
19. Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.**
20. Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.**
21. Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.**
22. Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.**



23. Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above.
24. Discount (%) off catalog/pricelist for **Rental of Industrial Towels.**
25. Discount (%) off catalog/pricelist for **Rental of Industrial Mats.**
26. Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service.**
27. Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.**
28. Discount (%) off catalog/pricelist for **Rental of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above.

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS**

1. Information under Section IV is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. **[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]**. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

29. **Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.**
30. **Uniform Clothing Rental: Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.**
31. **Uniform Clothing Rental: Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.**
32. **Uniform Clothing Rental: Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.**
33. **Uniform Clothing Rental: Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.**
34. **Uniform Clothing Rental: Executive Slacks; Cotton; BuyBoard weekly rental unit price.**
35. **Uniform Clothing Rental: Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.**

**ADDITIONAL WEEKLY RENTAL/PREP CHARGES (MISC. ITEMS)**

36. **4X6 Floor Mat; per item; BuyBoard weekly rental unit price.**
37. **Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.**
38. **Name Tags; per item; BuyBoard weekly rental unit price.**
39. **Prep Charges; per item; BuyBoard weekly rental unit price.**
40. **Emblem; per item (print or embroidery); BuyBoard weekly rental unit price.**
41. **Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.**
42. **Environmental Fee**
43. **Energy Surcharge**
44. **Initial Set Up Charges**
45. **Swing Suit Charges**
46. **Minimum Stop Size Fee**
47. **Image Guard Fee**
48. **Deposit Charge**





## RETURNING DEFECTIVE PRODUCTS

Once a returned product has been received into the Galls distribution center, it will be processed and the replacement or corrected item will be sent within 24 hours, if in stock. All customized items will be sent out according to production lead time. If an item is being returned for a full credit, it will take place once the item has been received. Products can also be returned at the local facility once in place.

## RETURN & RESTOCKING POLICY

Galls offers a "no hassle guarantee" on returned merchandise. This means if **Buyboard members** are unhappy for any reason with their purchase, it can be returned to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

Trust is crucial to a team and, as your partner, we want to make sure our products match your expectations. We offer two levels of returns:

**30-day Comfort Guarantee.** If you are not completely satisfied with your boots or shoes, simply return them within 30 days from the date you received your order for a refund or exchange.

**One-Year Returns.** We accept returns of resalable items within one year of purchase that are unworn, in new condition, and in original packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. For apparel, return item in its original, packaging along with all packaging attachments and enclosures, including all applicable tags, instructions, etc. Return instructions are available on the reverse side of the packing slip.

**Refunds.** Refunds are deposited back to your original payment method.

**Shipping Refunds.** Original shipping charges are non-refundable unless the return is related to our error.

**Special Order or Embellished Items.** Special order items or items that have been altered, decorated, engraved, customized or otherwise embellished at the request of our customers cannot be returned unless the return is related to our error.

**Electronic Items.** Body worn cameras, audio recording devices, and memory cards cannot be returned to a Galls store or at Galls.com; they must be returned directly to the manufacturer in accordance with that manufacturer's returns policy.

**Clearance Items.** All clearance items are sold "as is" and cannot be returned.

**HAZMAT or ORM-D Items.** Returns for these items, including but not limited to self-defense sprays, chemical kits, select first aid kits and components, road flares, and fire extinguishers cannot be accepted. If you are unsure if the product you are returning falls into this category, please contact Galls' Customer Service. Refunds may be available depending

**Gift Certificates.** Gift Certificates cannot be returned or redeemed for cash or credit except where required by law.

## WARRANTY

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

**Manufacturer Warranties** - Many products sold by Galls offer extended manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please visit the manufacturing brand's website and/or call their customer service line directly.





## MARKETING STRATEGY

Galls understands that having a cooperative agreement never guarantees any sales and we need to put in the work to build relationships with participating agencies to grow our business. Galls' marketing strategy is to provide an online system, along with a large inventory position capable of meeting the needs of any size customer. This makes the customer experience more efficient and creates a long-term partnership between Galls and the agency. Galls currently operates more than **15,000** eQuip websites nationally ranging from a small single user department to a large multinational security firm with **10,000** users at multiple locations. In 99% of customers, the functionality is already built, which means the process is simply "plug and play". Galls has been operating custom websites for approximately **10** years however, in 2011 we shifted our focus to increase our functionality and availability for our public safety and government agency customers.

We have developed a marketing strategy for this program that would cover two major verticals:

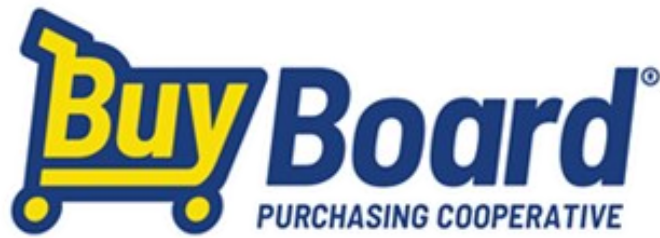
### 1) ONLINE

We understand that in-store shopping is not easily available to every customer and some prefer an online shopping portal. Galls would develop a custom e-commerce platform (eQuip) which would allow Buyboard Members to view products at contract pricing. Galls will also work with Buyboard to obtain all necessary logos to be utilized for our web portal.

Additionally- Galls would setup, at no charge, customer specific Uniform Programs with customer specific customization and embellishment to mirror contract pricing. Our Galls.com website has current links to contract programs, and we would add a link to the specific Buyboard eQuip site to drive customer engagement.

### 2) IN PERSON/OVER THE PHONE

In addition to our locations, Galls has a nationwide coverage of Regional Area Executives (RAE's) that can setup in person meetings with potential customers. We also have a vast inside sales team that acts as additional support to our RAE's. Our sales force numbers over 125 reps available for customer support and contract marketing. The largest in our segment. We would also advertise the Buyboard contract at the over 100 tradeshow we attend annually, including attending and participating in the annual NIGP forum, NPI conference and Regional Cooperative Summits.



## 670-22 gallslc Supplier Response

### Event Information

Number: 670-22  
Title: Uniforms and Accessories  
Type: Request for Proposal  
Issue Date: 10/14/2021  
Deadline: 12/16/2021 04:00 PM (CT)  
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

**Proposal Invitation No. 670-22**

**Uniforms and Accessories**

**Proposal Due Date and Time: December 16, 2021, at 4:00 PM**

Responding to this and future proposals online is easy with our **online submission system**.


**1. View and download the forms.**

- **DO NOT** log in to view and download the documents.
- Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.

**2. To submit completed proposal.**

- Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click "Register/Login/Submit

Proposal" button shown  
below to submit your proposal online.

- For additional assistance click this link  [View our Proposal Submission Instructions.](#)

**New Vendor?** Visit [vendor.buyboard.com](https://vendor.buyboard.com) and click  
"Register/Login/Submit Proposal."

Click [Register now](#) as a new supplier/vendor, so you don't miss future  
proposal opportunities.

Any Addenda issued with this proposal will also be placed on the  
website, and it will be the  
vendor's responsibility to obtain the information.

## **gallsllc Information**

Address: 1340 Russell Cave Road  
Lexington, KY 40505  
Phone: (800) 876-4242 x2330

By submitting your response, you certify that you are authorized to represent and bind your company.

David Scheve

*Signature*

*Submitted at 12/16/2021 3:18:12 PM*

smeltzer-amelia@galls.com

*Email*

## **Requested Attachments**

### **BuyBoard Proposal Invitation No. 670-22 Uniforms and Accessories**

Proposal-No-670-22.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

### **Catalog/Pricelist**

Galls 2021 Catalog.xlsx

REQUIRED-In Excel or PDF format, upload catalog/pricelist in proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

### **Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed**

Exceptions BB.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

### **Company Profile**

Galls Company Profile.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

### **IRS Form W-9 Request for Taxpayer Identification Number and Certification**

W9 Chicago Lockbox\_2021.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

### **Exemption Letter**

No response

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

## **Bid Attributes**

### **1 Federal Identification Number**

Federal Identification Number

20-3545989

**2 HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification**

HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

**3 No Israel Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

**4 No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

**5 MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

**I certify that my company has been certified as a MWBE/HUB in the following categories:** *(Please check all that apply)*

**6 Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business (Yes)*

**7 Women Owned Business**

Women Owned Business

☐ *Women Owned Business (Yes)*

<b>8</b>	<b>Service-Disabled Veteran Owned Business</b> Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) <input type="checkbox"/> <i>Service-Disabled Veteran Owned Business (Yes)</i>
<b>9</b>	<b>Certification Number</b> Certification Number <div style="border: 1px solid black; padding: 2px;">No response</div>
<b>10</b>	<b>Name of Certifying Agency</b> Certifying Agency <div style="border: 1px solid black; padding: 2px;">No response</div>
<b>11</b>	<b>Non-MWBE/HUB</b> My company has NOT been certified as a MWBE/HUB <input checked="" type="checkbox"/> Non-HUB (Yes)
<b>12</b>	<b>Vendor General Contact Information</b> Proposal/Contract General Contact Information
<b>13</b>	<b>Vendor Proposal/Contract Contact Name</b> Vendor Proposal/Contract Contact Name <div style="border: 1px solid black; padding: 2px;">Amelia Smeltzer</div>
<b>14</b>	<b>Vendor Proposal/Contract Contact E-mail Address</b> Vendor Proposal/Contract Contact E-mail Address <div style="border: 1px solid black; padding: 2px;">smeltzer-amelia@galls.com</div>
<b>15</b>	<b>Vendor Proposal/Contract Mailing Address</b> Vendor Proposal/Contract Mailing Address <div style="border: 1px solid black; padding: 2px;">1340 Russell Cave Rd.</div>
<b>16</b>	<b>Vendor Proposal/Contract Mailing Address - City</b> Vendor Proposal/Contract Mailing Address - City <div style="border: 1px solid black; padding: 2px;">Lexington</div>
<b>17</b>	<b>Vendor Proposal/Contract Mailing Address - State</b> Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) <div style="border: 1px solid black; padding: 2px;">KY</div>
<b>18</b>	<b>Vendor Proposal/Contract Mailing Address - Zip Code</b> Vendor Proposal/Contract Mailing Address - Zip Code <div style="border: 1px solid black; padding: 2px;">40505</div>
<b>19</b>	<b>Vendor Proposal/Contract Phone Number</b> Vendor Proposal/Contract Phone Number (xxx-xxx-xxxx) <div style="border: 1px solid black; padding: 2px;">859-800-1400</div>

20	<b>Vendor Proposal/Contact Extension Number</b> Vendor Proposal/Contact Extension Number <input type="text" value="No response"/>
21	<b>Company Website</b> Company Website (www.XXXXX.com) <input type="text" value="www.galls.com"/>
22	<b>Purchase Orders Contact Information</b> All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b>  <ul style="list-style-type: none"> <li>I will use the internet to receive Purchase Orders at the following address</li> </ul> <input type="text" value="Yes"/>
23	<b>Purchase Order E-mail Address</b> Purchase Order E-mail Address <input type="text" value="hudson-kenneth@galls.com"/>
24	<b>Purchase Order Contact Name</b> Purchase Order Contact Name <input type="text" value="Kenneth Hudson"/>
25	<b>Purchase Order Contact Phone Number</b> Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="859-800-1195"/>
26	<b>Purchase Order Contact Extension Number</b> Purchase Order Contact Extension Number <input type="text" value="No response"/>
27	<b>Alternate Purchase Order E-mail Address</b> Alternate Purchase Order E-mail Address <input type="text" value="Love-emily@galls.com"/>
28	<b>Alternate Purchase Order Contact Name</b> Alternate Purchase Order Contact Name <input type="text" value="Emily Love"/>
29	<b>Alternate Purchase Order Contact Phone Number</b> Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="859-800-1342"/>



<b>30</b>	<b>Alternate Purchase Order Contact Extension Number</b> Alternate Purchase Order Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
<b>31</b>	<b>Purchase Orders Contact Information</b> All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.  <b>Please select options below for receipt of Purchase Orders and provide the requested information:</b> <ul style="list-style-type: none"> <li>Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.</li> </ul> <input style="width: 100px;" type="text" value="Yes"/>
<b>32</b>	<b>Request for Quotes (RFQ)</b> Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
<b>33</b>	<b>Request for Quote (RFQ) E-mail Address</b> Request for Quote (RFQ) E-mail Address <input style="width: 90%;" type="text" value="hudson-kenneth@galls.com"/>
<b>34</b>	<b>Request for Quote (RFQ) Contact Name</b> Request for Quote (RFQ) Contact Name <input style="width: 90%;" type="text" value="hudon-kenneth@galls.com"/>
<b>35</b>	<b>Request for Quote (RFQ) Contact Phone Number</b> Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="859-800-1195"/>
<b>36</b>	<b>Request for Quote (RFQ) Contact Extension Number</b> Request for Quote (RFQ) Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
<b>37</b>	<b>Alternate Request for Quote (RFQ) E-mail Address</b> Alternate Request for Quote (RFQ) E-mail Address <input style="width: 90%;" type="text" value="love-emily@galls.com"/>
<b>38</b>	<b>Alternate Request for Quote (RFQ) Contact Name</b> Alternate Request for Quote (RFQ) Contact Name <input style="width: 90%;" type="text" value="Emily Love"/>
<b>39</b>	<b>Alternate Request for Quote (RFQ) Contact Phone Number</b> Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="859-800-1342"/>

<b>40</b>	<b>Alternate Request for Quote (RFQ) Contact Extension Number</b> Alternate Request for Quote (RFQ) Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
<b>41</b>	<b>Invoices</b> Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. <b>All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.</b>
<b>42</b>	<b>Invoices</b> <b>Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:</b>  (a) Service fee invoices and related communications should be provided directly to my company at:  or  (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> <input style="width: 90%;" type="text" value="Service fee invoices and notices direct to company"/>
<b>43</b>	<b>Invoice Company Name</b> Invoice Company Name <input style="width: 90%;" type="text" value="Galls, LLC"/>
<b>44</b>	<b>Invoice Company Department Name</b> Invoice Company Department Name <input style="width: 90%;" type="text" value="Accounting"/>
<b>45</b>	<b>Invoice Contact Name</b> Invoice Contact Name <input style="width: 90%;" type="text" value="Pam Jarvis"/>
<b>46</b>	<b>Invoice Mailing Address</b> Invoice Mailing Address (P.O. Box or Street Address) <input style="width: 90%;" type="text" value="1340 Russell Cave Rd."/>
<b>47</b>	<b>Invoice Mailing Address - City</b> Invoice Mailing Address - City <input style="width: 90%;" type="text" value="Lexington"/>
<b>48</b>	<b>Invoice Mailing Address - State</b> Invoice Mailing Address - State (Abbreviate State Name) <input style="width: 90%;" type="text" value="KY"/>

49	<b>Invoice Mailing Address - Zip Code</b> Invoice Mailing Address (Zip Code) <input type="text" value="40505"/>
50	<b>Invoice Contact Phone Number</b> Invoice Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="859-514-9597"/>
51	<b>Invoice Contact Extension Number</b> Invoice Contact Extension Number <input type="text" value="No response"/>
52	<b>Invoice Contact Fax Number</b> Invoice Contact Fax Number (xxx-xxx-xxxx) <input type="text" value="No response"/>
53	<b>Invoice Contact E-mail Address</b> Invoice Contact E-mail <input type="text" value="jarvis-pam@galls.com"/>
54	<b>Invoice Contact Alternate E-mail Address</b> Invoice Contact Alternate E-mail Address <input type="text" value="Amelia Smeltzer"/>
55	<b>Billing Agent Company Name</b> Billing Agent Company Name <input type="text" value="Galls, LLC"/>
56	<b>Billing Agent Department Name</b> Billing Agent Department Name <input type="text" value="Legal"/>
57	<b>Billing Agent Contact Name</b> Billing Agent Contact Name <input type="text" value="Amelia Smeltzer"/>
58	<b>Billing Agent Mailing Address</b> Billing Agent Mailing Address (P.O. Box or Street Address) <input type="text" value="1340 Russell Cave Rd."/>
59	<b>Billing Agent Mailing Address - City</b> Billing Agent Mailing Address - City <input type="text" value="Lexington"/>
60	<b>Billing Agent Mailing Address - State</b> Billing Agent Mailing Address - State (Abbreviate State Name) <input type="text" value="KY"/>

<b>6</b> <b>1</b>	<b>Billing Agent Mailing Address - Zip Code</b> Billing Agent Mailing Address - Zip Code <input style="width: 90%;" type="text" value="40505"/>
<b>6</b> <b>2</b>	<b>Billing Agent Contact Phone Number</b> Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="859-800-1400"/>
<b>6</b> <b>3</b>	<b>Billing Agent Contact Extension Number</b> Billing Agent Contact Extension Number <input style="width: 90%;" type="text" value="No response"/>
<b>6</b> <b>4</b>	<b>Billing Agent Fax Number</b> Billing Agent Fax Number <input style="width: 90%;" type="text" value="859-268-5971"/>
<b>6</b> <b>5</b>	<b>Billing Agent Contact E-mail Address</b> Billing Agent Contact E-mail Address <input style="width: 90%;" type="text" value="smeltzer-amelia@galls.com"/>
<b>6</b> <b>6</b>	<b>Billing Agent Alternative E-mail Address</b> Billing Agent Alternative E-mail Address <input style="width: 90%;" type="text" value="No response"/>
<b>6</b> <b>7</b>	<b>Shipping Via</b> Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input style="width: 90%;" type="text" value="Common Carrier"/>
<b>6</b> <b>8</b>	<b>Payment Terms</b> <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> <input style="width: 90%;" type="text" value="Net 30"/>
<b>6</b> <b>9</b>	<b>Vendor's Internal/Assigned Reference/Quote Number</b> Vendor's Internal/Assigned Reference/Quote Number <input style="width: 90%;" type="text" value="No response"/>
<b>7</b> <b>0</b>	<b>State or Attach Return Policy</b> Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. <input style="width: 90%;" type="text" value="See attached"/>
<b>7</b> <b>1</b>	<b>Electronic Payments</b> Are electronic payments acceptable to your company? <input style="width: 90%;" type="text" value="Yes"/>

7 2	<b>Credit Card Payments</b> Are credit card payments acceptable to your company? <input type="text" value="Yes"/>
7 3	<b>Texas Regional Service Designation</b> <b>Texas Regional Service Designation - Refer to Form in Proposal Invitation</b> <p>The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you <b>must</b> indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <b><i>By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i></b> Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.</p>
7 4	<b>Company Name</b> Company Name <input type="text" value="Galls, LLC"/>
7 5	<b>Texas Regional Service Designation</b> Select only one of the following options. If you select " <b>I will NOT serve all Regions of Texas</b> ", you must then check the individual Regions you wish to serve. <input type="text" value="All Regions"/>
7 6	<b>Region 1</b> Region 1 - Edinburg <input checked="" type="checkbox"/> Region 1 (1)
7 7	<b>Region 2</b> Region 2 - Corpus Christi <input checked="" type="checkbox"/> Region 2 (2)
7 8	<b>Region 3</b> Region 3 - Victoria <input checked="" type="checkbox"/> Region 3 (3)
7 9	<b>Region 4</b> Region 4 - Houston <input checked="" type="checkbox"/> Region 4 (4)
8 0	<b>Region 5</b> Region 5 - Beaumont <input checked="" type="checkbox"/> Region 5 (5)
8 1	<b>Region 6</b> Region 6 - Huntsville <input checked="" type="checkbox"/> Region 6 (6)

8 2	<b>Region 7</b> Region 7 - Kilgore <input checked="" type="checkbox"/> Region 7 (7)
8 3	<b>Region 8</b> Region 8 - Mount Pleasant <input checked="" type="checkbox"/> Region 8 (8)
8 4	<b>Region 9</b> Region 9 - Wichita Falls <input checked="" type="checkbox"/> Region 9 (9)
8 5	<b>Region 10</b> Region 10 - Richardson <input checked="" type="checkbox"/> Region 10 (10)
8 6	<b>Region 11</b> Region 11 - Fort Worth <input checked="" type="checkbox"/> Region 11 (11)
8 7	<b>Region 12</b> Region 12 - Waco <input checked="" type="checkbox"/> Region 12 (12)
8 8	<b>Region 13</b> Region 13 - Austin <input checked="" type="checkbox"/> Region 13 (13)
8 9	<b>Region 14</b> Region 14 - Abilene <input checked="" type="checkbox"/> Region 14 (14)
9 0	<b>Region 15</b> Region 15 - San Angelo <input checked="" type="checkbox"/> Region 15 (15)
9 1	<b>Region 16</b> Region 16 - Amarillo <input checked="" type="checkbox"/> Region 16 (16)
9 2	<b>Region 17</b> Region 17 - Lubbock <input checked="" type="checkbox"/> Region 17 (17)
9 3	<b>Region 18</b> Region 18 - Midland <input checked="" type="checkbox"/> Region 18 (18)

9 4	<b>Region 19</b> Region 19 - El Paso <input checked="" type="checkbox"/> Region 19 (19)
9 5	<b>Region 20</b> Region 20 - San Antonio <input checked="" type="checkbox"/> Region 20 (20)
9 6	<b>State Service Designation</b> <b>State Service Designation - Refer to Form in Proposal Invitation.</b>  <p>As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)</i> <b>In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</b></p> <p>If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i></p>
9 7	<b>Company Name</b> Company Name <div style="border: 1px solid black; padding: 2px;">Galls, LLC</div>
9 8	<b>State Service Designation</b> <b>Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.</b>  <div style="border: 1px solid black; padding: 2px;">All States</div>
9 9	<b>Alabama</b> Alabama <input checked="" type="checkbox"/> Alabama (AL)
1 0 0	<b>Alaska</b> Alaska <input checked="" type="checkbox"/> Alaska (AK)
1 0 1	<b>Arizona</b> Arizona <input checked="" type="checkbox"/> Arizona (AZ)
1 0 2	<b>Arkansas</b> Arkansas <input checked="" type="checkbox"/> Arkansas (AR)



1 0 3	<b>California</b> California (Public Contract Code 20118 & 20652) <input checked="" type="checkbox"/> California (CA)
1 0 4	<b>Colorado</b> Colorado <input checked="" type="checkbox"/> Colorado (CO)
1 0 5	<b>Connecticut</b> Connecticut <input checked="" type="checkbox"/> Connecticut (CT)
1 0 6	<b>Delaware</b> Delaware <input checked="" type="checkbox"/> Delaware (DE)
1 0 7	<b>District of Columbia</b> District of Columbia <input checked="" type="checkbox"/> District of Columbia (DC)
1 0 8	<b>Florida</b> Florida <input checked="" type="checkbox"/> Florida (FL)
1 0 9	<b>Georgia</b> Georgia <input checked="" type="checkbox"/> Georgia (GA)
1 1 0	<b>Hawaii</b> Hawaii <input checked="" type="checkbox"/> Hawaii (HI)
1 1 1	<b>Idaho</b> Idaho <input checked="" type="checkbox"/> Idaho (ID)
1 1 2	<b>Illinois</b> Illinois <input checked="" type="checkbox"/> Illinois (IL)
1 1 3	<b>Indiana</b> Indiana <input checked="" type="checkbox"/> Indiana (IN)
1 1 4	<b>Iowa</b> Iowa <input checked="" type="checkbox"/> Iowa (IA)

1 1 5	<b>Kansas</b> Kansas <input checked="" type="checkbox"/> Kansas (KS)
1 1 6	<b>Kentucky</b> Kentucky <input checked="" type="checkbox"/> Kentucky (KY)
1 1 7	<b>Louisiana</b> Louisiana <input checked="" type="checkbox"/> Louisiana (LA)
1 1 8	<b>Maine</b> Maine <input checked="" type="checkbox"/> Maine (ME)
1 1 9	<b>Maryland</b> Maryland <input checked="" type="checkbox"/> Maryland (ME)
1 2 0	<b>Massachusetts</b> Massachusetts <input checked="" type="checkbox"/> Massachusetts (MA)
1 2 1	<b>Michigan</b> Michigan <input checked="" type="checkbox"/> Michigan (MI)
1 2 2	<b>Minnesota</b> Minnesota <input checked="" type="checkbox"/> Minnesota (MN)
1 2 3	<b>Mississippi</b> Mississippi <input checked="" type="checkbox"/> Mississippi (MS)
1 2 4	<b>Missouri</b> Missouri <input checked="" type="checkbox"/> Missouri (MO)
1 2 5	<b>Montana</b> Montana <input checked="" type="checkbox"/> Montana (MT)
1 2 6	<b>Nebraska</b> Nebraska <input checked="" type="checkbox"/> Nebraska (NE)

1 2 7	<b>Nevada</b> Nevada <input checked="" type="checkbox"/> Nevada (NV)
1 2 8	<b>New Hampshire</b> New Hampshire <input checked="" type="checkbox"/> New Hampshire (NH)
1 2 9	<b>New Jersey</b> New Jersey <input checked="" type="checkbox"/> New Jersey (NJ)
1 3 0	<b>New Mexico</b> New Mexico <input checked="" type="checkbox"/> New Mexico (NM)
1 3 1	<b>New York</b> New York <input checked="" type="checkbox"/> New York (NY)
1 3 2	<b>North Carolina</b> North Carolina <input checked="" type="checkbox"/> North Carolina (NC)
1 3 3	<b>North Dakota</b> North Dakota <input checked="" type="checkbox"/> North Dakota (ND)
1 3 4	<b>Ohio</b> Ohio <input checked="" type="checkbox"/> Ohio (OH)
1 3 5	<b>Oklahoma</b> Oklahoma <input checked="" type="checkbox"/> Oklahoma (OK)
1 3 6	<b>Oregon</b> Oregon <input checked="" type="checkbox"/> Oregon (OR)
1 3 7	<b>Pennsylvania</b> Pennsylvania <input checked="" type="checkbox"/> Pennsylvania (PA)
1 3 8	<b>Rhode Island</b> Rhode Island <input checked="" type="checkbox"/> Rhode Island (RI)

1 3 9	<b>South Carolina</b> South Carolina <input checked="" type="checkbox"/> South Carolina (SC)
1 4 0	<b>South Dakota</b> South Dakota <input checked="" type="checkbox"/> South Dakota (SD)
1 4 1	<b>Tennessee</b> Tennessee <input checked="" type="checkbox"/> Tennessee (TN)
1 4 2	<b>Texas</b> Texas <input checked="" type="checkbox"/> Texas (TX)
1 4 3	<b>Utah</b> Utah <input checked="" type="checkbox"/> Utah (UT)
1 4 4	<b>Vermont</b> Vermont <input checked="" type="checkbox"/> Vermont (VT)
1 4 5	<b>Virginia</b> Virginia <input checked="" type="checkbox"/> Virginia (VA)
1 4 6	<b>Washington</b> Washington <input checked="" type="checkbox"/> Washington (WA)
1 4 7	<b>West Virginia</b> West Virginia <input checked="" type="checkbox"/> West Virginia (WV)
1 4 8	<b>Wisconsin</b> Wisconsin <input checked="" type="checkbox"/> Wisconsin (WI)
1 4 9	<b>Wyoming</b> Wyoming <input checked="" type="checkbox"/> Wyoming (WY)

**Bid Lines**

**1 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Band Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**2 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Flag Corps Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

- 3 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories** (dresses, tuxedos, jackets, pants). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

- 4 **Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Show Choir Wear, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**5 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Cheerleading Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**6 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Drill Team Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**7 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Dancewear, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**8 Section I: UNIFORMS FOR PURCHASE - PERFORMANCE RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

10

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
1

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Food Service Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
2

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
3

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
4

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Student Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
5

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
6

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of Industrial Towels**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

17

**Section II: UNIFORMS FOR PURCHASE - WORK RELATED UNIFORMS** - Discount (%) off catalog/pricelist for **Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

18

**Section III: RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS** - Discount (%) off catalog/pricelist for **Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
9

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
0

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Food Service Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



2  
1

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
2

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
3**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of All Other Work-Related Uniforms, Related Supplies and Accessories** not listed above. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
4**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Towels.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
5

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Mats**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
6

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of Industrial Mop Service**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
7

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2  
8

**Section III:RENTAL UNIFORMS - WORK RELATED UNIFORMS AND OTHER INDUSTRIAL PRODUCTSS**

- Discount (%) off catalog/pricelist for **of All Other Industrial Uniform, Related Products, Supplies and Accessories** not listed above. **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 1** -Uniform Clothing Rental: Executive Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 2** -Industrial Work Shirt; long sleeve, synthetic blend; BuyBoard weekly rental unit price.

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

**2. Catalog Page No. of RENTAL Clothing Item**

**3. Catalog Price of RENTAL Clothing Item**

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

**5. No. of RENTAL Units Billed (11 Sets Program)**
☐ Yes (Yes)

☐ No (No)
**6. If checked "No" above, enter number of sets in proposed weekly rental program**

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 3** -Industrial Work Shirt; stripe, long sleeve, synthetic blend; BuyBoard weekly rental unit price.

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

☐ Yes (Yes)

☐ No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response



**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 4** -Button Down Shirt; long sleeve; 100% cotton; BuyBoard weekly rental unit price.

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

☐ Yes (Yes)

☐ No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 5 -Industrial Pants; synthetic blend; BuyBoard weekly rental unit price.**Unit Price:  Total: 

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded. THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)****2. Catalog Page No. of RENTAL Clothing Item****3. Catalog Price of RENTAL Clothing Item****4. UNIFORM RENTAL (Discount % Stated in Proposal)****5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program****7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 6 -Executive Slacks; Cotton; BuyBoard weekly rental unit price.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 7 -Blue Denim Jeans; Cotton; BuyBoard weekly rental unit price.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 8 - 4X6 Floor Mat; per item; BuyBoard weekly rental unit price.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL****UNIFORMS - Evaluation Item No. 9 - Dry Mop; Treated; 36 inches, per item; BuyBoard weekly rental unit price.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 10 - Name Tags; per item; BuyBoard weekly rental unit price.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*



**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 11 - Prep Charges; per item; BuyBoard weekly rental unit price.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 12 - Emblem; per item (print or embroidery); BuyBoard weekly rental unit price**

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, laundry, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

☐ Yes (Yes)

☐ No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL**

**UNIFORMS - Evaluation Item No. 13** - Emblem 2; per item (print or embroidery); BuyBoard weekly rental unit price.

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

☐ Yes (Yes)

☐ No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 14 - Environmental Fee.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 15 - Energy Surcharge.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 16 - Initial Set Up Charges.**

**No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes**

**1. UNIFORM RENTAL (Catalog Name as stated in proposal)**

No response

**2. Catalog Page No. of RENTAL Clothing Item**

No response

**3. Catalog Price of RENTAL Clothing Item**

No response

**4. UNIFORM RENTAL (Discount % Stated in Proposal)**

No response

**5. No. of RENTAL Units Billed (11 Sets Program)**

☐ Yes (Yes)

☐ No (No)

**6. If checked "No" above, enter number of sets in proposed weekly rental program**

No response

**7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)**

No response

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL UNIFORMS - Evaluation Item No. 17 - Swing Suit Charges.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*



**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 18 - Minimum Stop Size Fee.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 19 - Image Guard Fee.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response*

**Section IV: Proposal No. 670-22 – Uniforms and Accessories: EVALUATION ITEMS for RENTAL  
UNIFORMS - Evaluation Item No. 20 - Deposit Charge.****No Bid**

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BECOMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILLNOT BE CONSIDERED.

2. **Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[BuyBoard Price (catalog price for Rental of Clothing Item less (minus) discount proposed to BuyBoard = BuyBoard Weekly Rental Unit Price)]. Weekly rental pricing shall be inclusive of pickup, launder, repairs, and delivery.

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

**Item Attributes****1. UNIFORM RENTAL (Catalog Name as stated in proposal)***No response***2. Catalog Page No. of RENTAL Clothing Item***No response***3. Catalog Price of RENTAL Clothing Item***No response***4. UNIFORM RENTAL (Discount % Stated in Proposal)***No response***5. No. of RENTAL Units Billed (11 Sets Program)**☐ Yes (Yes)☐ No (No)**6. If checked "No" above, enter number of sets in proposed weekly rental program***No response***7. WEEKLY RENTAL COST PER PERSON (Specified Uniform Sets Per Program)***No response***Response Total: \$0.00**



## CATALOG EXCEPTIONS & CLARIFICATIONS

The offered 15% discount cannot be utilized on sale or clearance products or combined with any promotional codes.

In the submitted catalog we identified each Buyboard Specification Item Number Category that we bid on for each line. Many of our offered products can be purchased across these different categories. If awarded the contract, Galls can work with Buyboard to narrow down the item number category per line but we included more descriptive category terms to help customers review the catalog items.

DESCRIPTION	MANUFACTURER	MANUFACTURER ITEM NUMBER	GALLS ITEM NUMBER	LIST PRICE	BUYBOARD PRICE	YOUR PRICE
Mobile Fire Rescue Shoulder			EN5383			\$1.50
Mobile Fire Rescue EMT Shoulder			EG1365			\$2.00
Mobile Fire Rescue Fire Medic Shoulder			EG1370			\$2.00
Mobile Hazardous Materials Shoulder			EG1368			\$2.00
Mobile Bureau Fire Prevention Shoulder			EG1369			\$2.00
Alabama USAR- Shoulder			EG1366			\$2.00
MOBILE FIRE RESCUE AL HONOR GUARD			EG5594			\$2.50
HASHMARK EMBROIDERED LARGE MALTESE CROSS FOR COAT TWILL			UE098			\$1.61
EMBROIDERED LARGE TWILL MALTESE CROSS			UE099			\$1.61
LAWPRO FLAG W/GOLD BORDER			UN258			\$1.50
HEMMING			HEM01			\$1.00
RANK STRIPE 1 ROW			LA151 WP			\$12.00
RANK STRIPE 2 ROWS			LA152 WP			\$12.00
RANK STRIPE 3 ROWS			LA153 WP			\$12.00
1/2" NYLON VELLUM BRAID			UN938			\$12.00
MOBILE ALABAMA FIRE RESCUE MXC LOGO			EY07363			\$10.75
MFRD TEXT HAT			EY10234			\$7.75
MOBILE FIRE RESCUE TEXT HAT			EY10235			\$9.75
MFRD TEXT HAT			EY10236			\$6.00
1 LINE RIGHT CHEST EMBROIDERY			PEC01			\$3.50
2 LINE RIGHT CHEST EMBROIDERY			PEC02			\$5.00
ELBECO QUILTED BOMBER JACKET	Elbeco Incorporated	SH4000	JA3238	\$103.40		\$87.00
SPIEWAK PERFORMANCE SOFT SHELL w/CHEST SLEEVE & RFID PCKTS	I Spiewak	S318ZX	JX873	\$162.99		\$124.00
DB DRESS COAT STANDARD STANDARD 3ROW/6BTN W/INCLUDED BADGE TAB -GFD	FECHHEIMER BROTHERS UNIFORM CO	34892	JA670	\$462.30		\$275.00
F141A BADGE	SMITH & WARREN CO	F141A GP	BC770 GP	\$92.00	\$78.20	\$67.00
WHITE COTTON DRESS GLOVES	HATCH/SAFARILAND LLC	1010861	GL098 LG	\$11.00	\$9.35	\$6.00
WHITE COTTON DRESS GLOVES	HATCH/SAFARILAND LLC	1010860	GL098 MD	\$11.00	\$9.35	\$6.00
WHITE COTTON DRESS GLOVES	HATCH/SAFARILAND LLC	1010858	GL098 SM	\$11.00	\$9.35	\$6.00
WHITE COTTON DRESS GLOVES	HATCH/SAFARILAND LLC	1010862	GL098 XL	\$11.00	\$9.35	\$6.00
WHITE COTTON PARADE GLOVES W/PVC DOTS WHITE	Finger Fashions-GFP	130LG	GL922 LG	\$6.99	\$5.94	\$5.75
WHITE COTTON PARADE GLOVES W/PVC DOTS WHITE	Finger Fashions-GFP	130MD	GL922 MD	\$6.99	\$5.94	\$5.75
WHITE COTTON PARADE GLOVES W/PVC DOTS WHITE	Finger Fashions-GFP	130XL	GL922 XL	\$6.99	\$5.94	\$5.75
S46 DISC BADGE	SMITH & WARREN CO	S46 GP	BX643 GP	\$95.00		\$84.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 14.0/14.5	SH070 WHT 145	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 14.5	SH070 WHT 145L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 15.0	SH070 WHT 15	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 15.5	SH070 WHT 155	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 15.0	SH070 WHT 15L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 16.0	SH070 WHT 16	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 16.5	SH070 WHT 165	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 17.0	SH070 WHT 17	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 17.5	SH070 WHT 175	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 18.0	SH070 WHT 18	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 18.5	SH070 WHT 185	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 18.5	SH070 WHT 185L	\$144.99	\$123.24	\$99.00

MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 19.0/19.5	SH070 WHT 19	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 19.0	SH070 WHT 19L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 20.0/20.5	SH070 WHT 20	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 20.0	SH070 WHT 20L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 21.0/21.5	SH070 WHT 21	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7800TZ 00 21.0	SH070 WHT 21L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78Z 00 22.0/22.5	SH070 WHT 22	\$66.00	\$56.10	\$48.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 85R78ZT 00 22.0/22.5	SH070 WHT 22L	\$144.99	\$123.24	\$99.00
MENS COMMAND ZIP FRONT S/S SHIRT	FECHHEIMER BROTHERS UNIFORM CO	X1 X85R7845Z 00 23.0	SH070 WHT 23L	\$144.99	\$123.24	\$99.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 14.0/14.5 32/33	SH071 WHT 145 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 14.0/14.5 34/35	SH071 WHT 145 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.0 32/33	SH071 WHT 15 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.0 34/35	SH071 WHT 15 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.0 36/37	SH071 WHT 15 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.5 32/33	SH071 WHT 155 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.5 34/35	SH071 WHT 155 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 15.5 36/37	SH071 WHT 155 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.0 32/33	SH071 WHT 16 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.0 34/35	SH071 WHT 16 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.0 36/37	SH071 WHT 16 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.5 32/33	SH071 WHT 165 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.5 34/35	SH071 WHT 165 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 16.5 36/37	SH071 WHT 165 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.0 32/33	SH071 WHT 17 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.0 34/35	SH071 WHT 17 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.0 36/37	SH071 WHT 17 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.0 38/39	SH071 WHT 17 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.5 32/33	SH071 WHT 175 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.5 34/35	SH071 WHT 175 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.5 36/37	SH071 WHT 175 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 17.5 38/39	SH071 WHT 175 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	X1 X33W7800TZ 00 18.5 36/37	SH071 WHT 175L 36	\$149.99	\$127.49	\$119.00

MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.0 32/33	SH071 WHT 18 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.0 34/35	SH071 WHT 18 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.0 36/37	SH071 WHT 18 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.0 38/39	SH071 WHT 18 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.5 32/33	SH071 WHT 185 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.5 34/35	SH071 WHT 185 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.5 36/37	SH071 WHT 185 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 18.5 38/39	SH071 WHT 185 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	X33W7800Z 18L 36	SH071 WHT 18L 36	\$158.99	\$135.14	\$119.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 19.0/19.5 32/33	SH071 WHT 19 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 19.0/19.5 34/35	SH071 WHT 19 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 19.0/19.5 36/37	SH071 WHT 19 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 19.0/19.5 38/39	SH071 WHT 19 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 20.0/20.5 32/33	SH071 WHT 20 33	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 20.0/20.5 34/35	SH071 WHT 20 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 20.0/20.5 36/37	SH071 WHT 20 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 20.0/20.5 38/39	SH071 WHT 20 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 21.0/21.5 34/35	SH071 WHT 21 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 21.0/21.5 36/37	SH071 WHT 21 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 21.0/21.5 38/39	SH071 WHT 21 38	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 22.0/22.5 34/35	SH071 WHT 22 35	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	F1 33W78Z 00 22.0/22.5 36/37	SH071 WHT 22 36	\$76.60	\$65.11	\$52.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	X1 33W78Z 00 24.0 34/34	SH071 WHT 24 35	\$156.99	\$133.44	\$119.00
MENS COMMAND SHIRT W/ZIPPER AND BANJO ELBOW PATCH	FECHHEIMER BROTHERS UNIFORM CO	X1 33W78Z 00 24.0 42	SH071 WHT 24 42	\$156.99	\$133.44	\$119.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 30	SH119 WHT 30	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 32	SH119 WHT 32	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 34	SH119 WHT 34	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 36	SH119 WHT 36	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 38	SH119 WHT 38	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 40	SH119 WHT 40	\$61.99	\$52.69	\$45.00
LADIES S/S COMMAND SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 176R78 00 42	SH119 WHT 42	\$61.99	\$52.69	\$45.00







FX STAT CLASS A FEMALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020W 86 50 LONG	SH4122 NAV 50 LNG	\$83.00	\$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020W 86 50 REG	SH4122 NAV 50 REG	\$83.00	\$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020W 86 52 LONG	SH4122 NAV 52 LNG	\$83.00	\$70.55	\$58.00
FX STAT CLASS A FEMALE LS SHIRT	FECHHEIMER BROTHERS UNIFORM CO	F1 FX7020W 86 52 REG	SH4122 NAV 52 REG	\$83.00	\$70.55	\$58.00
S/S HELIOS POLO	5.11 Inc.	41192-019-2XL	SM401 BLK 2X	\$49.00	\$41.65	\$38.00
S/S HELIOS POLO	5.11 Inc.	41192-019-3XL	SM401 BLK 3X	\$58.00	\$49.30	\$39.00
S/S HELIOS POLO	5.11 Inc.	41192-019-L	SM401 BLK LG	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-019-M	SM401 BLK MD	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-019-S	SM401 BLK SM	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-019-XL	SM401 BLK XL	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-2XL	SM401 DKNV 2X	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-3XL	SM401 DKNV 3X	\$58.00	\$49.30	\$39.00
S/S HELIOS POLO	5.11 Inc.	41192-724-L	SM401 DKNV LG	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-M	SM401 DKNV MD	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-S	SM401 DKNV SM	\$49.00	\$41.65	\$36.00
S/S HELIOS POLO	5.11 Inc.	41192-724-XL	SM401 DKNV XL	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-019-L	SM402 BLK LG	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-019-M	SM402 BLK MD	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-019-S	SM402 BLK SM	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-019-XL	SM402 BLK XL	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-724-L	SM402 DKNV LG	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-724-M	SM402 DKNV MD	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-724-S	SM402 DKNV SM	\$49.00	\$41.65	\$36.00
WOMENS S/S HELIOS POLO	5.11 Inc.	61305-724-XL	SM402 DKNV XL	\$49.00	\$41.65	\$36.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 2X	SR585 NAV 2X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 3X	SR585 NAV 3X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 4X	SR585 NAV 4X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 5X	SR585 NAV 5X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 6X	SR585 NAV 6X	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 LG	SR585 NAV LG	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 MD	SR585 NAV MD	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 SM	SR585 NAV SM	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 XL	SR585 NAV XL	\$60.99	\$51.84	\$42.00
UFX TACTICAL L/S KNIT SHIRT	Elbeco Incorporated	K5144 XS	SR585 NAV XS	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC 2X	ST206 NAV 2X	\$70.40	\$59.84	\$45.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC 3X	ST206 NAV 3X	\$70.40	\$59.84	\$45.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC 4X	ST206 NAV 4X	\$82.32	\$69.97	\$49.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC LG	ST206 NAV LG	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC MD	ST206 NAV MD	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC SM	ST206 NAV SM	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC XL	ST206 NAV XL	\$60.99	\$51.84	\$42.00
WOMENS UFX L/S POLO SHIRT	Elbeco Incorporated	K5184LC XS	ST206 NAV XS	\$60.99	\$51.84	\$42.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC 2X	ST120 NAV 2X	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC 3X	ST120 NAV 3X	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC 4X	ST120 NAV 4X	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC LG	ST120 NAV LG	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC MD	ST120 NAV MD	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC SM	ST120 NAV SM	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC XL	ST120 NAV XL	\$53.99	\$45.89	\$39.00
UFX WOMEN'S SHORT SLEEVE TACTICAL POLO	Elbeco Incorporated	K5174LC XS	ST120 NAV XS	\$53.99	\$45.89	\$39.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-2XL	SW724 DKNV 2X	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-2XL	SW724 DKNV 2XT	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-3XL	SW724 DKNV 3X	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-3XL	SW724 DKNV 3XT	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-4XL	SW724 DKNV 4XT	\$58.00	\$49.30	\$38.00

5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-5XL	SW724 DKNV 5XT	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-L	SW724 DKNV LG	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-L	SW724 DKNV LGT	\$58.00	\$49.30	\$38.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-M	SW724 DKNV MD	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-S	SW724 DKNV SM	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049-724-XL	SW724 DKNV XL	\$51.00	\$43.35	\$35.00
5.11 MENS PERFORMANCE S/S POLO	5.11 Inc.	71049T-724-XL	SW724 DKNV XLT	\$58.00	\$49.30	\$38.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-2XL	SW726 DKNV 2X	\$57.00	\$48.45	\$41.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-2XL	SW726 DKNV 2XT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-3XL	SW726 DKNV 3X	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-3XL	SW726 DKNV 3XT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-4XL	SW726 DKNV 4XT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-5XL	SW726 DKNV 5XT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-L	SW726 DKNV LG	\$57.00	\$48.45	\$39.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-L	SW726 DKNV LGT	\$65.00	\$55.25	\$43.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-M	SW726 DKNV MD	\$57.00	\$48.45	\$41.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-S	SW726 DKNV SM	\$57.00	\$48.45	\$41.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049-724-XL	SW726 DKNV XL	\$57.00	\$48.45	\$41.00
5.11 PERFORMANCE L/S POLO	5.11 Inc.	72049T-724-XL	SW726 DKNV XLT	\$65.00	\$55.25	\$43.00
5.11 WOMENS PERFORMANCE S/S POLO	5.11 Inc.	61165-724-L	SW993 DKNV LG	\$49.00	\$41.65	\$39.15
5.11 WOMENS PERFORMANCE S/S POLO	5.11 Inc.	61165-724-M	SW993 DKNV MD	\$49.00	\$41.65	\$39.15
5.11 WOMENS PERFORMANCE S/S POLO	5.11 Inc.	61165-724-S	SW993 DKNV SM	\$49.00	\$41.65	\$39.15
5.11 WOMENS PERFORMANCE S/S POLO	5.11 Inc.	61165-724-XL	SW993 DKNV XL	\$49.00	\$41.65	\$39.15
5.11 WOMENS PERFORMANCE S/S POLO	5.11 Inc.	61165-724-XS	SW993 DKNV XS	\$49.00	\$41.65	\$39.15
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 02 REG	TR010 NAV 02 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 04 REG	TR010 NAV 04 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 04 SHORT	TR010 NAV 04S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 06 REG	TR010 NAV 06 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 06 SHORT	TR010 NAV 06S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 08 REG	TR010 NAV 08 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 08 SHORT	TR010 NAV 08S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 10 REG	TR010 NAV 10 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 10 SHORT	TR010 NAV 10S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 12 REG	TR010 NAV 12 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 12 SHORT	TR010 NAV 12S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 14 REG	TR010 NAV 14 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 14 SHORT	TR010 NAV 14S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 16 REG	TR010 NAV 16 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 16 SHORT	TR010 NAV 16S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 18 REG	TR010 NAV 18 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 18 SHORT	TR010 NAV 18S OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 20 REG	TR010 NAV 20 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 22 REG	TR010 NAV 22 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 24 REG	TR010 NAV 24 OB	\$70.00	\$59.50	\$48.00
WOMENS POLYESTER SERGE TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200W 86 26 REG	TR010 NAV 26 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 28 REG	TR121 NAV 28 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 28 SHORT	TR121 NAV 28S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 29 REG	TR121 NAV 29 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 30 REG	TR121 NAV 30 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 30 SHORT	TR121 NAV 30S OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 31 REG	TR121 NAV 31 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 32 LNG	TR121 NAV 32 LNG	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 32 REG	TR121 NAV 32 OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 32 LONG	TR121 NAV 32L OB	\$70.00	\$59.50	\$48.00
MENS POLYESTER UNIFORM TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 38200 86 32 SHORT	TR121 NAV 32S OB	\$70.00	\$59.50	\$48.00





WOMENS APEX PANT	5.11 Inc.	64446-724-18-L	TR2244 DKNV 18 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-18-R	TR2244 DKNV 18 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-20-L	TR2244 DKNV 20 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-724-20-R	TR2244 DKNV 20 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-0-L	TR2244 KHA 0 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-0-R	TR2244 KHA 0 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-2-L	TR2244 KHA 02 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-2-R	TR2244 KHA 02 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-4-L	TR2244 KHA 04 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-4-R	TR2244 KHA 04 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-4-S	TR2244 KHA 04 SHRT	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-6-L	TR2244 KHA 06 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-6-R	TR2244 KHA 06 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-6-S	TR2244 KHA 06 SHRT	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-8-L	TR2244 KHA 08 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-8-R	TR2244 KHA 08 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-8-S	TR2244 KHA 08 SHRT	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-10-L	TR2244 KHA 10 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-10-R	TR2244 KHA 10 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-10-S	TR2244 KHA 10 SHRT	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-12-L	TR2244 KHA 12 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-12-R	TR2244 KHA 12 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-12-S	TR2244 KHA 12 SHRT	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-14-L	TR2244 KHA 14 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-14-R	TR2244 KHA 14 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-16-L	TR2244 KHA 16 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-16-R	TR2244 KHA 16 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-18-L	TR2244 KHA 18 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-18-R	TR2244 KHA 18 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-20-L	TR2244 KHA 20 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-055-20-R	TR2244 KHA 20 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-0-L	TR2244 RGRN 0 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-0-R	TR2244 RGRN 0 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-2-L	TR2244 RGRN 02 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-2-R	TR2244 RGRN 02 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-4-L	TR2244 RGRN 04 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-4-R	TR2244 RGRN 04 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-6-L	TR2244 RGRN 06 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-6-R	TR2244 RGRN 06 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-8-L	TR2244 RGRN 08 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-8-R	TR2244 RGRN 08 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-10-L	TR2244 RGRN 10 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-10-R	TR2244 RGRN 10 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-12-L	TR2244 RGRN 12 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-12-R	TR2244 RGRN 12 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-14-L	TR2244 RGRN 14 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-14-R	TR2244 RGRN 14 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-16-L	TR2244 RGRN 16 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-16-R	TR2244 RGRN 16 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-18-L	TR2244 RGRN 18 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-18-R	TR2244 RGRN 18 REG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-20-L	TR2244 RGRN 20 LNG	\$95.00	\$80.75	\$65.00
WOMENS APEX PANT	5.11 Inc.	64446-186-20-R	TR2244 RGRN 20 REG	\$95.00	\$80.75	\$65.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 28 REG	TR2801 NAV 28 OB	\$83.00	\$70.55	\$56.00
FX STAT MENS CLASS A T-21 PKT. TROUSER	FECHHEIMER BROTHERS UNIFORM CO	F1 FX77400 86 29 REG	TR2801 NAV 29 OB	\$83.00	\$70.55	\$56.00







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5.11 MENS APEX PANT	5.11 Inc.	74434-098-42-34	TT824 VOL 42 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-42-36	TT824 VOL 42 36	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-44-30	TT824 VOL 44 30	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-44-32	TT824 VOL 44 32	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-44-34	TT824 VOL 44 34	\$95.00	\$80.75	\$65.00
5.11 MENS APEX PANT	5.11 Inc.	74434-098-44-36	TT824 VOL 44 36	\$95.00	\$80.75	\$65.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNY2X	ST435 DKNV 2X	\$57.99	\$49.29	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNY3X	ST435 DKNV 3X	\$55.99	\$47.59	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNY4X	ST435 DKNV 4X	\$62.99	\$53.54	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNY5X	ST435 DKNV 5X	\$61.99	\$52.69	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYLG	ST435 DKNV LG	\$52.99	\$45.04	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYMED	ST435 DKNV MD	\$52.99	\$45.04	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYSM	ST435 DKNV SM	\$52.99	\$45.04	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYXL	ST435 DKNV XL	\$52.99	\$45.04	\$35.00
COBMEX BUTTON FRONT UNIFORM CARDIGAN	COBMEX APPAREL LTD.	4018DKNYXSM	ST435 DKNV XS	\$52.99	\$45.04	\$35.00
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK 2X	SQ083 BLK 2X	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK LG	SQ083 BLK LG	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK MD	SQ083 BLK MD	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK SM	SQ083 BLK SM	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK XL	SQ083 BLK XL	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 BLK XS	SQ083 BLK XS	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV 2X	SQ083 DKNV 2X	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV LG	SQ083 DKNV LG	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV MD	SQ083 DKNV MD	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV SM	SQ083 DKNV SM	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV XL	SQ083 DKNV XL	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 DKNV XS	SQ083 DKNV XS	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY 2X	SQ083 GRY 2X	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY LG	SQ083 GRY LG	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY MD	SQ083 GRY MD	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY SM	SQ083 GRY SM	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY XL	SQ083 GRY XL	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 GRY XS	SQ083 GRY XS	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY 2X	SQ083 ROY 2X	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY LG	SQ083 ROY LG	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY MD	SQ083 ROY MD	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY SM	SQ083 ROY SM	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY XL	SQ083 ROY XL	\$38.00	\$32.30	\$29.50
GALLS WOMENS L/S TAC FORCE MESH POLO	Qingdao Hellena Fashion Co.,Lt	SQ083 ROY XS	SQ083 ROY XS	\$38.00	\$32.30	\$29.50
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 2X	SW672 NAV 2X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 3X	SW672 NAV 3X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 4X	SW672 NAV 4X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 5X	SW672 NAV 5X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 6X	SW672 NAV 6X	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 LG	SW672 NAV LG	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 MD	SW672 NAV MD	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 SM	SW672 NAV SM	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 XL	SW672 NAV XL	\$53.99	\$45.89	\$39.00
UFX TACT KNIT S/S SHIRT	Elbeco Incorporated	K5134 XS	SW672 NAV XS	\$53.99	\$45.89	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-28-30	TJ361 DKNV 28 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-28-32	TJ361 DKNV 28 32	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-28-34	TJ361 DKNV 28 34	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-28-36	TJ361 DKNV 28 36	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-30-30	TJ361 DKNV 30 30	\$51.00	\$43.35	\$39.00
5.11 FAST-TAC URBAN PANT	5.11 Inc.	74461-724-30-32	TJ361 DKNV 30 32	\$51.00	\$43.35	\$39.00





WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-20-L	TR1275 DKNV 20 LNG	\$55.00	\$46.75	\$39.00
WOMENS FAST TAC URBAN PANT	5.11 Inc.	64420-724-20-R	TR1275 DKNV 20 REG	\$55.00	\$46.75	\$39.00
MENS S/S TACTICAL WICKING LOOSE CREW	5.11 Inc.	40007-010-L	UA513 WHT LG	\$35.00	\$29.75	\$26.00
MENS S/S TACTICAL WICKING LOOSE CREW	5.11 Inc.	40007-010-M	UA513 WHT MD	\$35.00	\$29.75	\$26.00
MENS S/S TACTICAL WICKING LOOSE CREW	5.11 Inc.	40007-010-S	UA513 WHT SM	\$35.00	\$29.75	\$26.00
MENS S/S TACTICAL WICKING LOOSE CREW	5.11 Inc.	40007-010-XL	UA513 WHT XL	\$35.00	\$29.75	\$26.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-2XL	UA615 WHT 2X	\$48.00	\$40.80	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-3XL	UA615 WHT 3X	\$57.00	\$48.45	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-L	UA615 WHT LG	\$48.00	\$40.80	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-M	UA615 WHT MD	\$48.00	\$40.80	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-S	UA615 WHT SM	\$48.00	\$40.80	\$33.00
(3-PK) 511 TACTICAL CREW NECK S/S UTILI-T	5.11 Inc.	40016-010-XL	UA615 WHT XL	\$48.00	\$40.80	\$33.00
STREAMLIGHT STYLUS PRO	Streamlight	66118	FH470 BLK	\$38.22	\$32.49	\$26.00
STREAMLIGHT STYLUS PRO	Streamlight	66122	FH470 BLU	\$38.22	\$32.49	\$26.00
STREAMLIGHT STYLUS PRO	Streamlight	66120	FH470 RED	\$38.22	\$32.49	\$26.00
STREAMLIGHT STYLUS PRO	Streamlight	66121	FH470 SIL	\$38.22	\$32.49	\$26.00
STYLUS 3 MINILIGHT	Streamlight	65022	FL216 BLK BLU	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65020	FL216 BLK GRN	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65006	FL216 BLK RED	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65018	FL216 BLK WHT	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65035	FL216 RED WHT	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65016	FL216 SIL BLU	\$26.50	\$22.53	\$17.00
STYLUS 3 MINILIGHT	Streamlight	65012	FL216 SIL WHT	\$26.50	\$22.53	\$17.00
SURVIVOR LED-ALKALINE	Streamlight	90545	FL596 BLK	\$113.11	\$96.14	\$68.00
SURVIVOR LED-ALKALINE	Streamlight	90540	FL596 ORG	\$113.11	\$96.14	\$68.00
SURVIVOR LED-ALKALINE	Streamlight	90541	FL596 YEL	\$113.11	\$96.14	\$68.00
REMOTE DUAL SWITCH FOR WEAPON LIGHTS	SUREFIRE LLC	SR07	FL775 7IN	\$112.00	\$95.20	\$28.00
VANTAGE HELMET MOUNTED LIGHT	Streamlight	69140	FL820	\$228.19	\$193.96	\$1,335.00
MOBILE FIRE RESCUE S/S T-SHIRT W/ PC614 LC & PC615 BK			TS552H			
TT802 - SOFFEE 100% COTTON CLASSIC 8" SHORT W/ POCKET			TT802			
Sport-Tek PosiCharge Classic Mesh Short			TU253			
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 02 REG	TR083 NAV 02 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 04 REG	TR083 NAV 04 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 06 REG	TR083 NAV 06 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 06 SHORT	TR083 NAV 06S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 08 REG	TR083 NAV 08 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 08 SHORT	TR083 NAV 08S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 10 REG	TR083 NAV 10 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 10 SHORT	TR083 NAV 10S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 12 REG	TR083 NAV 12 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 12 SHORT	TR083 NAV 12S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 14 REG	TR083 NAV 14 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 14 SHORT	TR083 NAV 14S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 16 REG	TR083 NAV 16 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 16 SHORT	TR083 NAV 16S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 18 REG	TR083 NAV 18 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 18 SHORT	TR083 NAV 18S OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 20 REG	TR083 NAV 20 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 22 REG	TR083 NAV 22 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 24 REG	TR083 NAV 24 OB	\$64.50	\$54.83	\$44.00
LADIES POLYESTER TROUSERS	FECHHEIMER BROTHERS UNIFORM CO	F1 3900W 86 26 REG	TR083 NAV 26 OB	\$64.50	\$54.83	\$44.00
POLY COTTON TWILL WOMENS TROUSERS W/FLEX WAISTBAND	FECHHEIMER BROTHERS UNIFORM CO	F1 47400W 86 04 REG	TR651 NAVY 04 OB	\$81.00	\$68.85	\$57.00



MENS POLY COTTON TWILL PANTS	FECHHEIMER BROTHERS UNIFORM CO	F1 48200 86 60 REG	TU044 NAV 60 OB	\$79.99	\$67.99	\$51.00
5.11 TACTLITE UNIFORM HAT	5.11 Inc.	89381-724-1 SZ	HA040 DKNV	\$20.00	\$17.00	\$14.00
TACTICAL FLEECE WATCH CAP W/5.11 LOGO ON LEFT SID	5.11 Inc.	89250-724-L/XL	HW401 DKNV LXL	\$20.00	\$17.00	\$14.00
TACTICAL FLEECE WATCH CAP W/5.11 LOGO ON LEFT SID	5.11 Inc.	89250-724-S/M	HW401 DKNV SMD	\$20.00	\$17.00	\$14.00
GALLS POLY/COTTON 6-PANEL MESH BACK HAT	HEAD MOST	HW4013 DKNV OSFA	HW4013 DKNV OSFA	\$16.99	\$14.44	\$14.00
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT 2X	HW704 WHT 2X	\$159.99	\$135.99	\$51.00
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT LG	HW704 WHT LG	\$159.99	\$135.99	\$51.00
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT MD	HW704 WHT MD	\$159.99	\$135.99	\$51.00
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT SM	HW704 WHT SM	\$159.99	\$135.99	\$51.00
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT XL	HW704 WHT XL	\$159.99	\$135.99	\$51.00
BELL CROWN DRESS CAP	BAYLY, INC.	07GW2D3 WHT XS	HW704 WHT XS	\$159.99	\$135.99	\$51.00
LAWPRO PREMIUM WATCH CAP	HEAD MOST	Q63 60	HW768 NAV	\$12.99	\$11.04	\$8.00
HEADBAND STRETCH FLEECE	Sanmar Corp.	C910 NAV OSFA	HW988 NAV	\$4.99	\$4.24	\$4.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 XXL REG	JA803 NAV 2X	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 XXL LNG	JA803 NAV 2XL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 3XL REG	JA803 NAV 3X	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 3XL LNG	JA803 NAV 3XL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 4XL REG	JA803 NAV 4X	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 4XL LNG	JA803 NAV 4XL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 4XL SHT	JA803 NAV 4XS	\$149.99	\$127.49	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 5XL REG	JA803 NAV 5X	\$174.99	\$148.74	\$125.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 5XL LNG	JA803 NAV 5XL	\$174.99	\$148.74	\$125.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 5XL SHT	JA803 NAV 5XS	\$171.99	\$146.19	\$125.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 6X	JA803 NAV 6X	\$189.99	\$161.49	\$129.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 6XL SHT	JA803 NAV 6XS	\$181.99	\$154.69	\$129.00
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 L REG	JA803 NAV LG	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 L LNG	JA803 NAV LGL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 M REG	JA803 NAV MD	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 M LNG	JA803 NAV MDL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 M SHT	JA803 NAV MDS	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 S REG	JA803 NAV SM	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 S SHT	JA803 NAV SMS	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 XL REG	JA803 NAV XL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 XL LNG	JA803 NAV XLL	\$157.99	\$134.29	\$119.75
PUBLIC SAFETY PERFORMANCE FLEECE	I Spiewak	S327 011 XS REG	JA803 NAV XS	\$157.99	\$134.29	\$119.75
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 XXL LNG	JX740 YLRD 2X LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 XXL REG	JX740 YLRD 2X REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 3XL LNG	JX740 YLRD 3X LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 3XL REG	JX740 YLRD 3X REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 4XL LNG	JX740 YLRD 4X LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 4XL REG	JX740 YLRD 4X REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 5XL LNG	JX740 YLRD 5X LNG	\$416.99	\$354.44	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 5XL REG	JX740 YLRD 5X REG	\$416.99	\$354.44	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 L LNG	JX740 YLRD LG LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 L REG	JX740 YLRD LG REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 M LNG	JX740 YLRD MD LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 M REG	JX740 YLRD MD REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 S REG	JX740 YLRD SM REG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 XL LNG	JX740 YLRD XL LNG	\$377.99	\$321.29	\$239.00
TWO TONE RESPONDER PARKA	I Spiewak	S588VTR 006 XL REG	JX740 YLRD XL REG	\$377.99	\$321.29	\$239.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-2XL-R	SH4243 FNAV 2X REG	\$70.00	\$59.50	\$54.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-2XL-T	SH4243 FNAV 2X TALL	\$86.00	\$73.10	\$59.00

5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-3XL-R	SH4243 FNAV 3X REG	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-3XL-T	SH4243 FNAV 3X TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-4XL-T	SH4243 FNAV 4X TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-5XL-T	SH4243 FNAV 5X TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-L-R	SH4243 FNAV LG REG	\$70.00	\$59.50	\$54.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-L-T	SH4243 FNAV LG TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-M-R	SH4243 FNAV MD REG	\$70.00	\$59.50	\$54.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-M-T	SH4243 FNAV MD TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-S-R	SH4243 FNAV SM REG	\$70.00	\$59.50	\$54.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-XL-R	SH4243 FNAV XL REG	\$70.00	\$59.50	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534T-720-XL-T	SH4243 FNAV XL TALL	\$86.00	\$73.10	\$59.00
5.11 JOB SHIRT 1/4 ZIP 2.0	5.11 Inc.	72534-720-XS-R	SH4243 FNAV XS REG	\$70.00	\$59.50	\$54.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 10 D	FT1523 BLK 10 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 10 EE	FT1523 BLK 10 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 10.5 D	FT1523 BLK 10.5 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 10.5 EE	FT1523 BLK 10.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 11 D	FT1523 BLK 11 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 11 EE	FT1523 BLK 11 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 11.5 D	FT1523 BLK 11.5 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 11.5 EE	FT1523 BLK 11.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 12 D	FT1523 BLK 12 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 12 EE	FT1523 BLK 12 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 13 D	FT1523 BLK 13 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 13 EE	FT1523 BLK 13 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 14 D	FT1523 BLK 14 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 14 EE	FT1523 BLK 14 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 6 D	FT1523 BLK 6 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 6 EE	FT1523 BLK 6 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 6.5 EE	FT1523 BLK 6.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 7 D	FT1523 BLK 7 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 7 EE	FT1523 BLK 7 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 7.5 D	FT1523 BLK 7.5 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 7.5 EE	FT1523 BLK 7.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 8 D	FT1523 BLK 8 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 8 EE	FT1523 BLK 8 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 8.5 D	FT1523 BLK 8.5 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 8.5 EE	FT1523 BLK 8.5 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 9 D	FT1523 BLK 9 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 9 EE	FT1523 BLK 9 EE	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 9.5 D	FT1523 BLK 9.5 D	\$169.95	\$144.46	\$136.00
DANNER SCORCH SIDE ZIP 8IN	Danner, Inc.	25732 9.5 EE	FT1523 BLK 9.5 EE	\$169.95	\$144.46	\$136.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 5.5 M	FT3000 BLK 5.5 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 6 M	FT3000 BLK 6 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 6.5 M	FT3000 BLK 6.5 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 7 M	FT3000 BLK 7 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 7.5 M	FT3000 BLK 7.5 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 8 M	FT3000 BLK 8 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 8.5 M	FT3000 BLK 8.5 M	\$84.00	\$71.40	\$68.00
GALLS WOMEN'S 8" SIDE ZIP BOOT	Original Swat Footwear Co	FT3000 BLK 9 M	FT3000 BLK 9 M	\$84.00	\$71.40	\$68.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 100 M	FW594 BLK 10 M	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 100 W	FW594 BLK 10 W	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 105M	FW594 BLK 105 M	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 105W	FW594 BLK 105 W	\$180.00	\$153.00	\$125.00
THOROGOOD SIDE ZIP JUMP BOOT	WEINBRENNER SHOE COMPANY, INC.	834-6888 110 M	FW594 BLK 11 M	\$180.00	\$153.00	\$125.00





ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 14 B	SP285 14 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 14 D	SP285 14 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 15 EE	SP285 15 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 15 D	SP285 15 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 16 D	SP285 16 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 6 EE	SP285 6 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 6.5 EE	SP285 65 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 7 EE	SP285 7 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 7 D	SP285 7 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 7.5 EE	SP285 75 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 7.5 D	SP285 75 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8 EE	SP285 8 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8 EEEE	SP285 8 4E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8 B	SP285 8 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8 D	SP285 8 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8.5 EE	SP285 85 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8.5 EEEE	SP285 85 4E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8.5 B	SP285 85 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 8.5 D	SP285 85 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9 EE	SP285 9 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9 EEEE	SP285 9 4E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9 B	SP285 9 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9 D	SP285 9 D	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9.5 EE	SP285 95 2E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9.5 EEEE	SP285 95 4E	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9.5 B	SP285 95 B	\$429.95	\$365.46	\$322.00
ACADIA NONINSULATED GORETEX BOOTS	Danner, Inc.	21210 9.5 D	SP285 95 D	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 10 M	ZH744 10 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 5 M	ZH744 5 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 5.5 M	ZH744 55 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 6 M	ZH744 6 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 6.5 M	ZH744 65 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 7 M	ZH744 7 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 7.5 M	ZH744 75 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 8 M	ZH744 8 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 8.5 M	ZH744 85 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 9 M	ZH744 9 M	\$429.95	\$365.46	\$322.00
21210 WOMENS ACADIA NON INSULATED BOOT	Danner, Inc.	21210 9.5 M	ZH744 95 M	\$429.95	\$365.46	\$322.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 100 M	FT2649 BLK 10 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 100 W	FT2649 BLK 10 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 100 XW	FT2649 BLK 10 XW	\$165.00	\$140.25	\$127.00

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QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 70 W	FT2649 BLK 7 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 75 M	FT2649 BLK 7.5 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 75 W	FT2649 BLK 7.5 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 80 M	FT2649 BLK 8 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 80 W	FT2649 BLK 8 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 80 XW	FT2649 BLK 8 XW	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 85 M	FT2649 BLK 8.5 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 85 W	FT2649 BLK 8.5 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 85 XW	FT2649 BLK 8.5 XW	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 90 M	FT2649 BLK 9 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 90 W	FT2649 BLK 9 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 90 XW	FT2649 BLK 9 XW	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 95 M	FT2649 BLK 9.5 M	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 95 W	FT2649 BLK 9.5 W	\$165.00	\$140.25	\$127.00
QUICK RELEASE 6 IN COMPOSITE TOE STATION BOOT W/ TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	804-6134 95 XW	FT2649 BLK 9.5 XW	\$165.00	\$140.25	\$127.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-10-R	FW1771 BLK 10 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-10-W	FW1771 BLK 10 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-10.5-R	FW1771 BLK 105 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-10.5-W	FW1771 BLK 105 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-11-R	FW1771 BLK 11 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-11-W	FW1771 BLK 11 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-11.5-R	FW1771 BLK 115 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-11.5-W	FW1771 BLK 115 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-12-R	FW1771 BLK 12 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-12-W	FW1771 BLK 12 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-13-R	FW1771 BLK 13 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-13-W	FW1771 BLK 13 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-14-R	FW1771 BLK 14 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-14-W	FW1771 BLK 14 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-15-R	FW1771 BLK 15 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-4-R	FW1771 BLK 4 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-5-R	FW1771 BLK 5 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-6-R	FW1771 BLK 6 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-6.5-R	FW1771 BLK 6.5 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-7-R	FW1771 BLK 7 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-7-W	FW1771 BLK 7 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-7.5-R	FW1771 BLK 75 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-7.5-W	FW1771 BLK 75 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-8-R	FW1771 BLK 8 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-8-W	FW1771 BLK 8 W	\$125.00	\$106.25	\$89.00

5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-8.5-R	FW1771 BLK 85 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-8.5-W	FW1771 BLK 85 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-9-R	FW1771 BLK 9 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-9-W	FW1771 BLK 9 W	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-9.5-R	FW1771 BLK 95 R	\$125.00	\$106.25	\$89.00
5.11 ATAC 2.0 6IN SZ	5.11 Inc.	12394-019-9.5-W	FW1771 BLK 95 W	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-10-R	FW1772 BLK 10 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-5-R	FW1772 BLK 5 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-6-R	FW1772 BLK 6 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-6.5-R	FW1772 BLK 65 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-7-R	FW1772 BLK 7 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-7.5-R	FW1772 BLK 75 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-8-R	FW1772 BLK 8 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-8.5-R	FW1772 BLK 85 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-9-R	FW1772 BLK 9 R	\$125.00	\$106.25	\$89.00
5.11 WOMENS ATAC 2.0 6IN SZ	5.11 Inc.	12404-019-9.5-R	FW1772 BLK 95 R	\$125.00	\$106.25	\$89.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-10-R	FT2405 BLK 10 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-10-W	FT2405 BLK 10 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-10.5-R	FT2405 BLK 10.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-10.5-W	FT2405 BLK 10.5 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-11-R	FT2405 BLK 11 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-11-W	FT2405 BLK 11 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-11.5-R	FT2405 BLK 11.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-11.5-W	FT2405 BLK 11.5 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-12-R	FT2405 BLK 12 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-12-W	FT2405 BLK 12 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-13-R	FT2405 BLK 13 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-13-W	FT2405 BLK 13 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-14-R	FT2405 BLK 14 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-4-R	FT2405 BLK 4 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-5-R	FT2405 BLK 5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-6-R	FT2405 BLK 6 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-6.5-R	FT2405 BLK 6.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-7-R	FT2405 BLK 7 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-7-W	FT2405 BLK 7 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-7.5-R	FT2405 BLK 7.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-7.5-W	FT2405 BLK 7.5 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-8-R	FT2405 BLK 8 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-8-W	FT2405 BLK 8 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-8.5-R	FT2405 BLK 8.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-8.5-W	FT2405 BLK 8.5 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-9-R	FT2405 BLK 9 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-9-W	FT2405 BLK 9 W	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-9.5-R	FT2405 BLK 9.5 M	\$145.00	\$123.25	\$109.00
COMPANY 3.0 BOOT	5.11 Inc.	12420-019-9.5-W	FT2405 BLK 9.5 W	\$145.00	\$123.25	\$109.00
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 10 M	FT2662 BLK 10 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 10 W	FT2662 BLK 10 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 10.5 M	FT2662 BLK 10.5 M	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 10.5 W	FT2662 BLK 10.5 W	\$155.00	\$131.75	\$114.75
THOROGOOD 6" BLACK QUICK RELEASE STATION BOOT W/TRANSLUCENT BOTTOM	WEINBRENNER SHOE COMPANY, INC.	834-6134 11 M	FT2662 BLK 11 M	\$155.00	\$131.75	\$114.75





UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 9.5	FT2846 BLK 9.5 M	\$70.00	\$59.50	\$56.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 10 D	FT2896 BLK 10 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 10 EE	FT2896 BLK 10 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 10.5 D	FT2896 BLK 10.5 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 10.5 EE	FT2896 BLK 10.5 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 11 D	FT2896 BLK 11 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 11 EE	FT2896 BLK 11 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 11.5 D	FT2896 BLK 11.5 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 11.5 EE	FT2896 BLK 11.5 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 12 D	FT2896 BLK 12 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 12 EE	FT2896 BLK 12 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 13 D	FT2896 BLK 13 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 13 EE	FT2896 BLK 13 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 14 D	FT2896 BLK 14 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 7 D	FT2896 BLK 7 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 7.5 D	FT2896 BLK 7.5 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 8 D	FT2896 BLK 8 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 8 EE	FT2896 BLK 8 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 8.5 D	FT2896 BLK 8.5 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 8.5 EE	FT2896 BLK 8.5 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 9 D	FT2896 BLK 9 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 9 EE	FT2896 BLK 9 EE	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 9.5 D	FT2896 BLK 9.5 D	\$189.95	\$161.46	\$145.00
DANNER TRAIL 2650 MESH ATHLETIC/TRAINING SHOE	Danner, Inc.	61210 9.5 EE	FT2896 BLK 9.5 EE	\$189.95	\$161.46	\$145.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-10-9	FT2909 BLK 10 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-10.5-9	FT2909 BLK 10.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-11-9	FT2909 BLK 11 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-11.5-9	FT2909 BLK 11.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-12-9	FT2909 BLK 12 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-12.5-9	FT2909 BLK 12.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-13-9	FT2909 BLK 13 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-14-9	FT2909 BLK 14 R	\$140.00	\$119.00	\$112.00



NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-15-9	FT2909 BLK 15 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-6-9	FT2909 BLK 6 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-6.5-9	FT2909 BLK 6.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-7-9	FT2909 BLK 7 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-7.5-9	FT2909 BLK 7.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-8-9	FT2909 BLK 8 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-8.5-9	FT2909 BLK 8.5 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-9-9	FT2909 BLK 9 R	\$140.00	\$119.00	\$112.00
NIKE REACT SFB CARBON LOW	NIKE	CZ7399-001-9.5-9	FT2909 BLK 9.5 R	\$140.00	\$119.00	\$112.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 10	FT2917 BLK 10 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 10.5	FT2917 BLK 10.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 11	FT2917 BLK 11 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 11.5	FT2917 BLK 11.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 12	FT2917 BLK 12 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 12.5	FT2917 BLK 12.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 13	FT2917 BLK 13 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 14	FT2917 BLK 14 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 4	FT2917 BLK 4 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 5	FT2917 BLK 5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 6	FT2917 BLK 6 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 6.5	FT2917 BLK 6.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 7	FT2917 BLK 7 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 7.5	FT2917 BLK 7.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 8	FT2917 BLK 8 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 8.5	FT2917 BLK 8.5 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 9	FT2917 BLK 9 M	\$160.00	\$136.00	\$129.00
SALOMON SPEED ASSAULT 2	AMER SPORTS WINTER & OUTDOOR C	L41519600 9.5	FT2917 BLK 9.5 M	\$160.00	\$136.00	\$129.00
SHOE PTXF CORE 2	Viktos LLC	1004806	FT2975 GRY 10	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004807	FT2975 GRY 10.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004808	FT2975 GRY 11	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004809	FT2975 GRY 11.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004810	FT2975 GRY 12	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004811	FT2975 GRY 13	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004812	FT2975 GRY 14	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004813	FT2975 GRY 15	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004800	FT2975 GRY 6	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004801	FT2975 GRY 7	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004802	FT2975 GRY 8	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004803	FT2975 GRY 8.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004804	FT2975 GRY 9	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004805	FT2975 GRY 9.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003206	FT2975 NIGHT 10	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003207	FT2975 NIGHT 10.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003208	FT2975 NIGHT 11	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003209	FT2975 NIGHT 11.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003210	FT2975 NIGHT 12	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003211	FT2975 NIGHT 13	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003212	FT2975 NIGHT 14	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003213	FT2975 NIGHT 15	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003200	FT2975 NIGHT 6	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003201	FT2975 NIGHT 7	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003202	FT2975 NIGHT 8	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003203	FT2975 NIGHT 8.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003204	FT2975 NIGHT 9	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003205	FT2975 NIGHT 9.5	\$115.00	\$97.75	\$95.00

SHOE PTXF CORE 2	Viktos LLC	1003306	FT2975 RGRN 10	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003307	FT2975 RGRN 10.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003308	FT2975 RGRN 11	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003309	FT2975 RGRN 11.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003310	FT2975 RGRN 12	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003311	FT2975 RGRN 13	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003312	FT2975 RGRN 14	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003313	FT2975 RGRN 15	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003300	FT2975 RGRN 6	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003301	FT2975 RGRN 7	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003302	FT2975 RGRN 8	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003303	FT2975 RGRN 8.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003304	FT2975 RGRN 9	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1003305	FT2975 RGRN 9.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004706	FT2975 TIGS 10	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004707	FT2975 TIGS 10.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004708	FT2975 TIGS 11	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004709	FT2975 TIGS 11.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004710	FT2975 TIGS 12	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004711	FT2975 TIGS 13	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004712	FT2975 TIGS 14	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004713	FT2975 TIGS 15	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004700	FT2975 TIGS 6	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004701	FT2975 TIGS 7	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004702	FT2975 TIGS 8	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004703	FT2975 TIGS 8.5	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004704	FT2975 TIGS 9	\$115.00	\$97.75	\$95.00
SHOE PTXF CORE 2	Viktos LLC	1004705	FT2975 TIGS 9.5	\$115.00	\$97.75	\$95.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 10M	SP140 BLK 10 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 10W	SP140 BLK 10 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 55M	SP140 BLK 5.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 6M	SP140 BLK 6 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 6W	SP140 BLK 6 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 65M	SP140 BLK 6.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 65W	SP140 BLK 6.5 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 7 M	SP140 BLK 7 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 7W	SP140 BLK 7 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 75M	SP140 BLK 7.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 75W	SP140 BLK 7.5 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 8M	SP140 BLK 8 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 8W	SP140 BLK 8 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 85M	SP140 BLK 8.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 85W	SP140 BLK 8.5 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 9M	SP140 BLK 9 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 9W	SP140 BLK 9 W	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 95M	SP140 BLK 9.5 M	\$180.00	\$153.00	\$145.00
SHOE HI-TOP ATHLETIC FEMALE	WEINBRENNER SHOE COMPANY, INC.	534-6555 95W	SP140 BLK 9.5 W	\$180.00	\$153.00	\$145.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 10 M	FW076 10 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 10 W	FW076 10 W	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 105 M	FW076 105 M	\$180.00	\$153.00	\$130.00
THOROGOOD WOMENS HI-GLOSS DRESS OXFORD	WEINBRENNER SHOE COMPANY, INC.	531-6303 11 M	FW076 11 M	\$180.00	\$153.00	\$130.00



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POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 140 W	FW515 BLK 14 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 140 XW	FW515 BLK 14 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 150 M	FW515 BLK 15 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 150 W	FW515 BLK 15 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 150 XW	FW515 BLK 15 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 30 M	FW515 BLK 3 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 30 W	FW515 BLK 3 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 35 M	FW515 BLK 35 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 40 M	FW515 BLK 4 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 40 W	FW515 BLK 4 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 45 M	FW515 BLK 45 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 45 W	FW515 BLK 45 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 50 M	FW515 BLK 5 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 50 W	FW515 BLK 5 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 55 M	FW515 BLK 55 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 55 W	FW515 BLK 55 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 60 M	FW515 BLK 6 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 60 W	FW515 BLK 6 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 65 M	FW515 BLK 65 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 65 W	FW515 BLK 65 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 70 M	FW515 BLK 7 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 70 W	FW515 BLK 7 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 75 M	FW515 BLK 75 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 75 W	FW515 BLK 75 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 80 M	FW515 BLK 8 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 80 W	FW515 BLK 8 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 80 XW	FW515 BLK 8 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 85 M	FW515 BLK 85 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 85 W	FW515 BLK 85 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 85 XW	FW515 BLK 85 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 90 M	FW515 BLK 9 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 90 W	FW515 BLK 9 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 90 XW	FW515 BLK 9 XW	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 95 M	FW515 BLK 95 M	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 95 W	FW515 BLK 95 W	\$100.00	\$85.00	\$67.00
POROMERIC ACADEMY OXFORD	WEINBRENNER SHOE COMPANY, INC.	831-6031 95 XW	FW515 BLK 95 XW	\$100.00	\$85.00	\$67.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 10	FT2846 BLK 10 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 10.5	FT2846 BLK 10.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 11	FT2846 BLK 11 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 11.5	FT2846 BLK 11.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 12	FT2846 BLK 12 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 12.5	FT2846 BLK 12.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 13	FT2846 BLK 13 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 14	FT2846 BLK 14 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 15	FT2846 BLK 15 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 7	FT2846 BLK 7 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 7.5	FT2846 BLK 7.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 8	FT2846 BLK 8 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 8.5	FT2846 BLK 8.5 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 9	FT2846 BLK 9 M	\$70.00	\$59.50	\$56.00
UA CHARGED ASSERT 9	UNDER ARMOUR	3024590-003 9.5	FT2846 BLK 9.5 M	\$70.00	\$59.50	\$56.00
A2875 TWO PARALLEL BUGLES 15/16IN COLLAR INSIGNIA	V H BLACKINTON CO. INC.	A2875 GP	ZA2450 2 GP	\$15.20	\$12.92	\$12.00
Blackinton 2-Crossed Bugles Pin - PAIR	V H BLACKINTON CO. INC.	J52 GO	CB058 GLD	\$7.80	\$6.63	\$6.00
Blackinton 3-Crossed Bugles Pin PAIR	V H BLACKINTON CO. INC.	J53 GO	CB059 GLD	\$7.80	\$6.63	\$6.00

Blackinton 4-Crossed Bugles Pin PAIR	V H BLACKINTON CO. INC.	J54 GO	CB060 GLD	\$7.80	\$6.63	\$6.00
Blackinton 5-Crossed Bugles Pin PAIR	V H BLACKINTON CO. INC.	J55 GO	CB061 GLD	\$7.80	\$6.63	\$6.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-26-2	LP855 BLK BRS 26	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-28-2	LP855 BLK BRS 28	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-30-2	LP855 BLK BRS 30	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-32-2	LP855 BLK BRS 32	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-34-2	LP855 BLK BRS 34	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-36-2	LP855 BLK BRS 36	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-38-2	LP855 BLK BRS 38	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-40-2	LP855 BLK BRS 40	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-42-2	LP855 BLK BRS 42	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-44-2	LP855 BLK BRS 44	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-46-2	LP855 BLK BRS 46	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-48-2	LP855 BLK BRS 48	\$46.00	\$39.10	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-50-2	LP855 BLK BRS 50	\$48.00	\$40.80	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-52-2	LP855 BLK BRS 52	\$50.00	\$42.50	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-56-2	LP855 BLK BRS 56	\$54.00	\$45.90	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-60-2	LP855 BLK BRS 60	\$58.00	\$49.30	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-26-2C	LP855 BLK NKL 26	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-28-2C	LP855 BLK NKL 28	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-30-2C	LP855 BLK NKL 30	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-32-2C	LP855 BLK NKL 32	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-34-2C	LP855 BLK NKL 34	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-36-2C	LP855 BLK NKL 36	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-38-2C	LP855 BLK NKL 38	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-40-2C	LP855 BLK NKL 40	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-42-2C	LP855 BLK NKL 42	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-44-2C	LP855 BLK NKL 44	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-46-2C	LP855 BLK NKL 46	\$44.00	\$37.40	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-48-2C	LP855 BLK NKL 48	\$46.00	\$39.10	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-50-2C	LP855 BLK NKL 50	\$48.00	\$40.80	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-52-2C	LP855 BLK NKL 52	\$50.00	\$42.50	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-54-2C	LP855 BLK NKL 54	\$52.00	\$44.20	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-56-2C	LP855 BLK NKL 56	\$54.00	\$45.90	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-58-2C	LP855 BLK NKL 58	\$56.00	\$47.60	\$37.00
L830 PLAIN CLOTHES LEATHER BELT	SAFARILAND, LLC.	L830-60-2C	LP855 BLK NKL 60	\$58.00	\$49.30	\$37.00
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	1718915	LR213 BLK BW 24	\$38.66	\$32.86	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	1718917	LR213 BLK BW 26	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	1718919	LR213 BLK BW 28	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	1718921	LR213 BLK BW 30	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-32	LR213 BLK BW 32	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-34	LR213 BLK BW 34	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-36	LR213 BLK BW 36	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-38	LR213 BLK BW 38	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-40	LR213 BLK BW 40	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-42	LR213 BLK BW 42	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-44	LR213 BLK BW 44	\$27.14	\$23.07	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-46	LR213 BLK BW 46	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-48	LR213 BLK BW 48	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-50	LR213 BLK BW 50	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-52	LR213 BLK BW 52	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-54	LR213 BLK BW 54	\$28.39	\$24.13	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-56	LR213 BLK BW 56	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-58	LR213 BLK BW 58	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-60	LR213 BLK BW 60	\$30.85	\$26.22	\$19.50

1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-62	LR213 BLK BW 62	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-64	LR213 BLK BW 64	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-66	LR213 BLK BW 66	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-68	LR213 BLK BW 68	\$30.85	\$26.22	\$19.50
1-1/2IN LEATHER GARRISON BELT	BOSTON LEATHER INC	6606-3-74	LR213 BLK BW 74	\$38.28	\$32.54	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-28-GLD	LR213 BLK BWBR 28	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-30-GLD	LR213 BLK BWBR 30	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-32-GLD	LR213 BLK BWBR 32	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-34-GLD	LR213 BLK BWBR 34	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-36-GLD	LR213 BLK BWBR 36	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-38-GLD	LR213 BLK BWBR 38	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-40-GLD	LR213 BLK BWBR 40	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-42-GLD	LR213 BLK BWBR 42	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-44-GLD	LR213 BLK BWBR 44	\$27.14	\$23.07	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-46-GLD	LR213 BLK BWBR 46	\$28.39	\$24.13	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-48-GLD	LR213 BLK BWBR 48	\$28.39	\$24.13	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-50-GLD	LR213 BLK BWBR 50	\$28.39	\$24.13	\$19.50
BELT BASKETWEAVE BLACK 1.5 BOSTON LEATHER	BOSTON LEATHER INC	6606-3-56-GLD	LR213 BLK BWBR 56	\$30.97	\$26.32	\$19.50
BLACKINTON NAMETAG 5/8IN X 2 1/2IN ONE LINE	V H BLACKINTON CO. INC.	J3 1LN GLD PLSH CB	NT097 GLD PLSH CB	\$15.40	\$13.09	\$13.00
BLACKINTON NAMETAG 5/8IN X 2 1/2IN ONE LINE	V H BLACKINTON CO. INC.	J3 1LN SIL PLSH CB	NT097 SIL PLSH CB	\$15.40	\$13.09	\$13.00
POLY CROSSOVER TIE W/ COVERED SNAP	SAMUEL BROOME UNIFORM ACCESSOR	90156-BLK	UA033 BLK	\$6.99	\$5.94	\$4.00
3IN POLYESTER VELCRO TIE W/BUTTONHOLE	SAMUEL BROOME UNIFORM ACCESSOR	90129 BLK	UA495 BLK LNG	\$10.99	\$9.34	\$6.50
3IN POLYESTER VELCRO TIE W/BUTTONHOLE	SAMUEL BROOME UNIFORM ACCESSOR	90111 BLK	UA495 BLK REG	\$10.99	\$9.34	\$6.50
3IN POLYESTER VELCRO TIE W/BUTTONHOLE	SAMUEL BROOME UNIFORM ACCESSOR	90135 BLK	UA495 BLK SHT	\$10.99	\$9.34	\$6.50
3IN POLYESTER VELCRO TIE W/BUTTONHOLE	SAMUEL BROOME UNIFORM ACCESSOR	90133 001	UA495 BLK XLN	\$10.99	\$9.34	\$6.50
A2874 TWO CROSSED HORN COLLAR INSIGNIA	V H BLACKINTON CO. INC.	A2874 GP	ZA2242 2874 GP	\$15.20	\$12.92	\$12.00
B544 SM SHIELD BADGE	V H BLACKINTON CO. INC.	B544 HG	BC161 HG	\$122.00	\$103.70	\$90.00
B544 SM SHIELD BADGE	V H BLACKINTON CO. INC.	B544 RG	BC161 RG	\$122.00	\$103.70	\$90.00
B484 MALTESE CROSS BADGE	V H BLACKINTON CO. INC.	B484 HG	BC186 HG	\$108.50	\$92.23	\$82.00
B484 MALTESE CROSS BADGE	V H BLACKINTON CO. INC.	B484 RG	BC186 RG	\$108.50	\$92.23	\$82.00
RES Q ME	Resqme, Inc.	15.100.01	FE388 BLK	\$12.95	\$11.01	\$9.30
RES Q ME	Resqme, Inc.	15.100.03	FE388 PNK	\$12.95	\$11.01	\$9.30
RES Q ME	Resqme, Inc.	15.100.07	FE388 RED	\$12.95	\$11.01	\$9.30
RES Q ME	Resqme, Inc.	15.100.09	FE388 YEL	\$12.95	\$11.01	\$9.30
FAT IVAN FOLD UP DOOR CHOCKS	NEWCAL, LLC	FIBM-CL	FE955 BLK	\$19.99	\$16.99	\$16.00
FAT IVAN FOLD UP DOOR CHOCKS	NEWCAL, LLC	FIRM-CL	FE955 RED	\$19.99	\$16.99	\$16.00
FAT IVAN FOLD UP DOOR CHOCKS	NEWCAL, LLC	FIWM-CL	FE955 WHT	\$19.99	\$16.99	\$16.00
FAT IVAN FOLD UP DOOR CHOCKS	NEWCAL, LLC	FIYM-CL	FE955 YEL	\$19.99	\$16.99	\$16.00
RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL 2X	GL336 YEL 2X	\$34.99	\$29.74	\$29.00
RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL LG	GL336 YEL LG	\$34.99	\$29.74	\$29.00

RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL MD	GL336 YEL MD	\$34.99	\$29.74	\$29.00
RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL SM	GL336 YEL SM	\$34.99	\$29.74	\$29.00
RINGERS RESCUE GLOVE	ANSELL/RINGERS	347 YEL XL	GL336 YEL XL	\$34.99	\$29.74	\$29.00
HEL-FIRE FIREFIGHTER KEVLAR GLOVE HOLDER	ERMALINDA M LESLIE	GL376	GL376	\$13.99	\$11.89	\$11.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	832154	KN633 BKOR	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	831741	KN633 BLK	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	832344	KN633 BLU	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	832772	KN633 GRN	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR RESCUE SHEARS	LEATHERMAN TOOL GROUP INC	832173	KN633 TAN	\$89.95	\$76.46	\$74.00
LEATHERMAN RAPTOR-BOX	LEATHERMAN TOOL GROUP INC	831741-BF	KN633BF BLK	\$89.95	\$76.46	\$74.00
VENTURE PACK	Condor Outdoor Products Inc	160-002	NY680 BLK	\$95.95	\$81.56	\$79.00
VENTURE PACK	Condor Outdoor Products Inc	160-001	NY680 OD	\$95.95	\$81.56	\$79.00
VENTURE PACK	Condor Outdoor Products Inc	160-800	NY680 SOCP	\$139.95	\$118.96	\$112.00
LEATHERMAN WAVE PLUS W/NYLON SHEATH	LEATHERMAN TOOL GROUP INC	832531	KN1902 SIL	\$109.95	\$93.46	\$79.00
CONVOY OUTDOOR PACK	Condor Outdoor Products Inc	169-002	BG1172 BLK	\$77.95	\$66.26	\$64.00
CONVOY OUTDOOR PACK	Condor Outdoor Products Inc	169-001	BG1172 OD	\$77.95	\$66.26	\$64.00
CONVOY OUTDOOR PACK	Condor Outdoor Products Inc	169-800	BG1172 SOCP	\$120.95	\$102.81	\$92.00
CONVOY OUTDOOR PACK (TAN498)	Condor Outdoor Products Inc	169-498	BG1172 TAN	\$77.95	\$66.26	\$64.00
5.11 FAST-TAC 12 BACKPACK	5.11 Inc.	56637-019-1 SZ	BG1852 BLK OSFA	\$77.00	\$65.45	\$65.45
5.11 FAST-TAC 12 BACKPACK	5.11 Inc.	56637-134-1 SZ	BG1852 KAN OSFA	\$77.00	\$65.45	\$65.45
TACTICAL BACKPACK	S H RESOURCE CO, LTD.	BG847 BLK	BG847 BLK	\$56.99	\$48.44	\$46.00
TACTICAL BACKPACK	S H RESOURCE CO, LTD.	BG847 OD	BG847 OD	\$56.99	\$48.44	\$46.00
GALLS DUFFEL W/BLK ACCENTS	S H RESOURCE CO, LTD.	BG186 LG BLK	BG186 LG BLK	\$54.99	\$46.74	\$46.00
GALLS DUFFEL W/BLK ACCENTS	S H RESOURCE CO, LTD.	BG186 MD BLK	BG186 MD BLK	\$43.99	\$37.39	\$37.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 100 M	FW109 BLK 10 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 100 W	FW109 BLK 10 W	\$180.00	\$153.00	\$145.00
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DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 120 M	FW109 BLK 12 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 120 W	FW109 BLK 12 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 120 XW	FW109 BLK 12 XW	\$180.00	\$153.00	\$145.00





DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 80 XW	FW109 BLK 8 XW	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 85 M	FW109 BLK 85 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 85 W	FW109 BLK 85 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 85 XW	FW109 BLK 85 XW	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 90 M	FW109 BLK 9 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 90 W	FW109 BLK 9 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 90 XW	FW109 BLK 9 XW	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 95 M	FW109 BLK 95 M	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 95 W	FW109 BLK 95 W	\$180.00	\$153.00	\$145.00
DEUCE WP 8&#8243; COMPOSITE SAFETY TOE TACTICAL SIDE-ZIP	WEINBRENNER SHOE COMPANY, INC.	804-6191 95 XW	FW109 BLK 95 XW	\$180.00	\$153.00	\$145.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-12	GL144 BLK 2X	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-10	GL144 BLK LG	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-09	GL144 BLK MD	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-08	GL144 BLK SM	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	353-11	GL144 BLK XL	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-12	GL144 RED 2X	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-10	GL144 RED LG	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-09	GL144 RED MD	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-08	GL144 RED SM	\$22.99	\$19.54	\$18.00
ROPE RESCUE GLOVES	ANSELL/RINGERS	355-11	GL144 RED XL	\$22.99	\$19.54	\$18.00
ADVANCED TACTICAL KNEEPADS	Vista Outdoor Sales, LLC	808300BK	TE577 BLK	\$27.99	\$23.79	\$23.00



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](http://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. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard 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 BuyBoard, 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 BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard'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



## AGENDA ITEM SUMMARY SHEET

Agenda of:3/12/2024

### 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  
3/8/2024

### REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

3/7/2024 - 1:33  
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:

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City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property  
Located at 4600 Cypress Business Park Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 12, 2024**, a public hearing will be held on the **9<sup>th</sup>** day of **April**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4600 Cypress Business Park Drive from B-3, Community Business Suburban District, and B-5, Office Distribution District, to B-3, Community Business Suburban District.

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 by the applicant, and may take other actions allowed by law.

Lisa C. Lambert  
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA TOGETHER WITH THE SOUTH 40 FEET OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHEAST CORNER OF LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 76°-48'-06" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGGINS ROAD (50' R/W) AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 357.47 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN ALONG SAID RIGHT-OF-WAY LINE, ALONG THE SOUTH LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 118°-20'-08", A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 17°-38'-02" WEST, AND A CHORD LENGTH OF 51.52 FEET) AN ARC DISTANCE OF 61.96 FEET TO A CAPPED REBAR (R&C) ON THE EAST RIGHT-OF-WAY LINE OF CYPRESS BUSINESS PARK DRIVE (60' R/W) AND THE WEST LINE OF SAID LOT 1; THENCE RUN NORTHWARD ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG THE WEST LINE OF SAID LOT 1,

AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 41°-31'-29", A RADIUS OF 328.88 FEET, A CHORD BEARING OF NORTH 20°-46'-17" EAST, AND A CHORD LENGTH OF 233.17 FEET) AN ARC DISTANCE OF 238.35 FEET TO A CAPPED REBAR (R&C); THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 60.62 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-54'-32" EAST ALONG A LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 300.08 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION; THENCE RUN SOUTH 00°-00'-33" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF SAID LOT 1, CREEKLINE, FIFTH ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, CREEKLINE, SIXTH ADDITION; THENCE RUN SOUTH 09°-50'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 102.22 FEET TO A CAPPED REBAR (R&C); THENCE RUN SOUTH 00°-18'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 308.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 2.97 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

## **NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE**

Notice is hereby given that the City Council of Mobile 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 9<sup>th</sup> 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 Unified Development Code**

The proposed amendment to the Unified Development Code was published in full on the 20<sup>th</sup> day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4600 Cypress Business Park Drive**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-3, Community Business Suburban District** and **B-5, Office Distribution District**, to **B-3, Community Business Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.



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AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA TOGETHER WITH THE SOUTH 40 FEET OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHEAST CORNER OF LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH  $76^{\circ}-48'-06''$  WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGGINS ROAD (50' R/W) AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 357.47 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN ALONG SAID RIGHT-OF-WAY LINE, ALONG THE SOUTH LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF  $118^{\circ}-20'-08''$ , A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH  $17^{\circ}-38'-02''$  WEST, AND A CHORD LENGTH OF 51.52 FEET) AN ARC DISTANCE OF 61.96 FEET TO A CAPPED REBAR (R&C) ON THE EAST RIGHT-OF-WAY LINE OF CYPRESS BUSINESS PARK DRIVE (60' R/W) AND THE WEST LINE OF SAID LOT 1; THENCE RUN NORTHWARD ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF  $41^{\circ}-31'-29''$ , A RADIUS OF 328.88 FEET, A CHORD BEARING OF NORTH  $20^{\circ}-46'-17''$  EAST, AND A CHORD LENGTH OF 233.17 FEET) AN ARC DISTANCE OF 238.35 FEET TO A CAPPED REBAR (R&C); THENCE RUN NORTH  $00^{\circ}-00'-33''$  EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1 A

DISTANCE OF 60.62 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-54'-32" EAST ALONG A LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 300.08 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION; THENCE RUN SOUTH 00°-00'-33" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF SAID LOT 1, CREEKLINE, FIFTH ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, CREEKLINE, SIXTH ADDITION; THENCE RUN SOUTH 09°-50'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 102.22 FEET TO A CAPPED REBAR (R&C); THENCE RUN SOUTH 00°-18'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 308.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 2.97 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **B-3, Community Business Suburban District** and **B-5, Office Distribution District**, to **B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: 1. **Completion of the Subdivision process for proposed 4600 Business Park Subdivision**; 2. **Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report**; and, 3. **Full compliance with all municipal codes and ordinances.**

**Section Two:** This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

---

**Lisa Lambert, City Clerk**

**4600 Business Park Subdivision, Bestor Ward, III (Mark A. Wattier, Wattier  
Surveying, Inc., Agent)  
4600 Cypress Business Park Drive  
Council District 4  
Ben Reynolds**



THE CITY OF MOBILE, ALABAMA  
PLANNING & ZONING DEPARTMENT

**MOBILE CITY PLANNING COMMISSION**

March 6, 2024  
City Council  
Mobile Government Plaza  
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 22, 2024 considered the request of **4600 Business Park Subdivision, Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)** for a change in zoning from **B-3, Community Business Suburban District and B-5, Office Distribution District**, to **B-3, Community Business Suburban District** for the property located at **4600 Cypress Business Park Drive**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas  
Deputy Director, Planning & Zoning Department

tms  
Attachments

## NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the \_\_\_\_\_ day of \_\_\_\_\_, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4600 Cypress Business Park Drive**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community Business Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

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AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

**Section One:** That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA TOGETHER WITH THE SOUTH 40 FEET OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHEAST CORNER OF LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 76°-48'-06" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGGINS ROAD (50' R/W) AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 357.47 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN ALONG SAID RIGHT-OF-WAY LINE, ALONG THE SOUTH LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 118°-20'-08", A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 17°-38'-02" WEST, AND A CHORD LENGTH OF 51.52 FEET) AN ARC DISTANCE OF 61.96 FEET TO A CAPPED REBAR (R&C) ON THE EAST RIGHT-OF-WAY LINE OF CYPRESS BUSINESS PARK DRIVE (60' R/W) AND THE WEST LINE OF SAID LOT 1; THENCE RUN NORTHWARD ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 41°-31'-29", A RADIUS OF 328.88 FEET, A CHORD BEARING OF NORTH 20°-46'-17" EAST, AND A CHORD LENGTH OF 233.17 FEET) AN ARC DISTANCE OF 238.35 FEET TO A CAPPED REBAR (R&C); THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 60.62 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, CREEKLINE, FIFTH ADDITION, AS

RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-54'-32" EAST ALONG A LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 300.08 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION; THENCE RUN SOUTH 00°-00'-33" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF SAID LOT 1, CREEKLINE, FIFTH ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, CREEKLINE, SIXTH ADDITION; THENCE RUN SOUTH 09°-50'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 102.22 FEET TO A CAPPED REBAR (R&C); THENCE RUN SOUTH 00°-18'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 308.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 2.97 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **B-3, Community Business Suburban District** and **B-5, Office Distribution District**, to **B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3. Full compliance with all municipal codes and ordinances.**

**Section Two:** This Ordinance shall be in force and effect from and after its adoption and publication.



adopted:

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**Lisa Lambert, City Clerk**

**4600 Business Park Subdivision, Bestor Ward, III (Mark A. Wattier, Wattier  
Surveying, Inc., Agent)  
4600 Cypress Business Park Drive  
Council District 4  
Ben Reynolds**



THE CITY OF MOBILE, ALABAMA  
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

Mark A. Wattier  
Wattier Surveying, Inc.  
4318 Downtowner Loop N.  
Suite H  
Mobile, Alabama 36609

Re: 4600 Cypress Business Park Drive  
ZON-UDC-002806-2024  
4600 Business Park Subdivision  
Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)  
District 4  
Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3).

Dear Applicant(s)/ Property Owner (s):

At its meeting on February 22, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) Compatibility. The proposed amendment is compatible with:
  - The current development trends, if any, in the vicinity of the subject property;
  - Surrounding land uses;
  - Would adversely impact neighboring properties; or
  - Cause a loss in property values.
- C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- E) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-002806-2024 Mark A. Wattier  
February 26, 2024

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Neighborhood Business Suburban District, subject to the following conditions:

1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.


The advertising fee for this application based on the current legal description is \$499.32. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

**MOBILE CITY PLANNING COMMISSION**

Ms. Jennifer Denson, Secretary

By:   
Margaret Pappas  
Deputy Director of Planning and Zoning

**MOBILE CITY PLANNING COMMISSION**  
**January 25, 2024**  
**PUBLIC HEARING NOTICE**



Re: 4600 Cypress Business Park Drive  
ZON-UDC-002806-2024  
4600 Business Park Subdivision  
Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)  
District 4  
Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to [planning@cityofmobile.org](mailto:planning@cityofmobile.org) or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile  
P.O. Box 1827  
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION  
January 25, 2024  
PUBLIC HEARING NOTICE



Re: 4600 Cypress Business Park Drive  
ZON-UDC-002806-2024  
4600 Business Park Subdivision  
Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)  
District 4  
Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

If you wish to comment on the application, you may email your comments to [planning@cityofmobile.org](mailto:planning@cityofmobile.org) or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile  
P.O. Box 1827  
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, February 21, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.





# Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

## Fees

Conditional Use Permit .....	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank* .....	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank* .....	\$1,500
Rezoning, Text Amendment, or Specific Area Plan .....	\$500
Planned Development .....	\$500
Planning Approval or Planned Unit Development .....	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

\* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

**APPLICATION TYPE** Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☒ Yes ☐ No

**1. APPLICANT INFORMATION** If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Bestor Ward III	
Firm:	Ward Properties, Inc	
Phone:	251-342-0400	
Email:	bestor@wardpropertiesinc.com	
Address:	450 St.Louis St. Mobile, AL 36602	

	Owner	Design Professional
Name:	Bestor Ward III	
Firm:	Ward Properties, Inc.	
Phone:	251-342-0400	
Email:	bestor@wardpropertiesinc.com	
Address:	450 St. Louis St. Mobile, AL 36602	

**2. PROPERTY INFORMATION** Attach a brief description of the property location, parcel number, and legal description.

4600 Cypress Business Park 40 x 300 = 12,000.00 sq. ft. addition

Property Address 3306234000067001 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

B-3 / B-5

B-3

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

**3. NEIGHBORHOOD MEETING** Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

**4. LABELS FOR NOTIFICATION** Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

**5. SIGNATURE** It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

Date

Applicant or Agent Signature (if applicable)

Date

**AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION**

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: [www.BuildMobile.org](http://www.BuildMobile.org) | [planning@cityofmobile.org](mailto:planning@cityofmobile.org) | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023



# CHECKLIST B

## Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to [Article 10](#) for a full description of the requirements and verify that the following documentation is provided:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Planning Commission Application | <input type="checkbox"/> A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission |
| <input type="checkbox"/> Neighborhood Meeting documentation         | <input type="checkbox"/> Traffic Impact Studies, as prescribed by the Traffic Engineer                                  |
| <input checked="" type="checkbox"/> Boundary Plan                   |   |

### A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

This will be an extension of an existing rear parking lot. The extension would result in a "split" zoning of B-3 and B-5.

We are requesting B-3 for both parcels.

B-3 and B-5

Future Land Use Map (FLUM) Designation

B-3

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Extending the parking lot allows for on site truck turning instead of backing up into the street.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The overall length of trucks is longer than when the building was constructed. This will allow for on site turning of truck.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: [www.BuildMobile.org](http://www.BuildMobile.org) | [planning@cityofmobile.org](mailto:planning@cityofmobile.org) | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

**B. SITE AND NEIGHBORHOOD COMPATIBILITY** The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

Cypress Business Park

Amazon may locate here

U.S.P.S Distribution Center

Other Distribution

2. Describe the surrounding land uses.

Sea Pac, Amazon (maybe), Construction Companies, Trucking Companies, etc

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

None

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

Yes

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Allows truck access to rear of building to turn on site versus turning in the street

**C. SPECIFIC AREA PLANS** For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

We plan to expand an existing parking area into the vacant lot next door.

**4600 BUSINESS PARK SUBDIVISION  
LEGAL DESCRIPTION FOR REZONING APPLICATION**

**STATE OF ALABAMA  
COUNTY OF MOBILE**

**THE SOUTH 40 FEET OF LOT 1, CREEKLINE FIFTH ADDTION, AS RECORDED IN MAP BOOK 74,  
PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY,  
ALABAMA.**

Justification: This is a down zoning of the recently acquired parcel to make its zoning match that of the currently existing 4600 Cypress Business Park. This strip of land will be used to expand the parking area behind 4600 Cypress business park to allow for todays 18 wheels to be able to better use the truck wells on the premises.

## 4/2600 Business Park Subdivision

### Owners:

Bestor Ward  
Ward Properties, Inc.  
450 St. Louis St.; Mobile, AL 36602  
[bestor@wardpropertiesinc.com](mailto:bestor@wardpropertiesinc.com)  
251-583-8972

Greg Hahn  
Seapac, Inc.  
PO Box 2177; Tuscaloosa, AL 35403  
[g.hahn@comcast.net](mailto:g.hahn@comcast.net)  
205-242-0230



## Owner's Letter of Authorization

I, Gregg Hahn, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4660 Cypress Business Park Drive Mobile AL 36619.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thomas Bestor Ward III

Designee (1)

bestor@wardpropertiesinc.com

Email

251-583-8972

Phone Number

Signature of Property Owner

Thomas Bestor Ward IV

Designee (2)

Bestorwardiv@wardpropertiesinc.com

Email

251-751-0418

Phone Number

1/17/2024

Date



## Corporate Letter of Authorization

I, Gregg Hahn, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Seapac Inc, a corporation for the property located within the city limits of Mobile, Alabama at 4660 Cypress Business Park Drive Mobile AL 36619.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thomas Bestor Ward III  
Designee (1)

bestor@wardpropertiesinc.com  
Email

251-583-8972  
Phone Number

Thomas Bestor Ward IV  
Designee (2)

bestorwardiv@wardpropertiesinc.com  
Email

251-751-0418  
Phone Number

  
Signature of Company Owner

1/17/2024  
Date







WARD PROPERTIES, INC  
450 ST. LOUIS STREET  
MOBILE, AL 36602

WARD PROPERTIES, INC  
450 ST. LOUIS STREET  
MOBILE, AL 36602

WARD PROPERTIES, INC  
450 ST. LOUIS STREET  
MOBILE, AL 36602

SEAPAC INC  
PO BOX 2177  
TUSCALOOSA, AL 35403

SEAPAC INC  
PO BOX 2177  
TUSCALOOSA, AL 35403

SEAPAC INC  
PO BOX 2177  
TUSCALOOSA, AL 35403

DOLPHIN PROPERTIES INC  
3835 LE BLANC DR  
THEODORE, AL 36582

DOLPHIN PROPERTIES INC  
3835 LE BLANC DR  
THEODORE, AL 36582

DOLPHIN PROPERTIES INC  
3835 LE BLANC DR  
THEODORE, AL 36582

BAY SIDE PROPERTIES L L C  
3835 LEBLANC  
THEODORE, AL 36582

BAY SIDE PROPERTIES L L C  
3835 LEBLANC  
THEODORE, AL 36582

BAY SIDE PROPERTIES L L C  
3835 LEBLANC  
THEODORE, AL 36582

EVANS JANICE D  
4909 AUDUBON DR  
MOBILE, AL 36619

EVANS JANICE D  
4909 AUDUBON DR  
MOBILE, AL 36619

EVANS JANICE D  
4909 AUDUBON DR  
MOBILE, AL 36619

ANTHONY A COOPER I LLC  
900 HILLCREST RD STE A5  
MOBILE, AL 36695

ANTHONY A COOPER I LLC  
900 HILLCREST RD STE A5  
MOBILE, AL 36695

ANTHONY A COOPER I LLC  
900 HILLCREST RD STE A5  
MOBILE, AL 36695

GENERIC PROPERTIES LLC  
C/O BIRMINGHAM INVESTMENT  
REALTY INC  
1165 GADSDEN HWY  
BIRMINGHAM, AL 35235

GENERIC PROPERTIES LLC  
C/O BIRMINGHAM INVESTMENT  
REALTY INC  
1165 GADSDEN HWY  
BIRMINGHAM, AL 35235

GENERIC PROPERTIES LLC  
C/O BIRMINGHAM INVESTMENT  
REALTY INC  
1165 GADSDEN HWY  
BIRMINGHAM, AL 35235

OFFICE MANAGEMENT SYSTEMS  
OF ALABAMA INC  
327 YORKVILLE RD E  
COLUMBUS, MS 39702

OFFICE MANAGEMENT SYSTEMS  
OF ALABAMA INC  
327 YORKVILLE RD E  
COLUMBUS, MS 39702

OFFICE MANAGEMENT SYSTEMS  
OF ALABAMA INC  
327 YORKVILLE RD E  
COLUMBUS, MS 39702

MBT INVESTMENTS LLC  
P O BOX 190034  
MOBILE, AL 36619

MBT INVESTMENTS LLC  
P O BOX 190034  
MOBILE, AL 36619

MBT INVESTMENTS LLC  
P O BOX 190034  
MOBILE, AL 36619

AMAZON.COM SERVICES LLC  
C/O AMAZON PROPERTY TAX  
PO BOX 80416  
SEATTLE, WA 98108

AMAZON.COM SERVICES LLC  
C/O AMAZON PROPERTY TAX  
PO BOX 80416  
SEATTLE, WA 98108

AMAZON.COM SERVICES LLC  
C/O AMAZON PROPERTY TAX  
PO BOX 80416  
SEATTLE, WA 98108



## Agenda Item # 11

SUB-002807-2024 & ZON-UDC-002806-2024

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

### DETAILS

**Location:**

4600 Cypress Business Park Drive

**Subdivision Name:**

4600 Business Park Subdivision

**Applicant / Agent:**

Bestor Ward, III / Mark A. Wattier, Wattier Surveying, Inc.

**Property Owner:**

Ward Properties, Inc. and Seapac, Inc.

**Current Zoning:**

B-3, Community Business Suburban District, and B-5, Office-Distribution District

**Proposed Zoning:**

B-3, Community Business Suburban District

**Future Land Use:**

Heavy Industry

**Applicable Codes, Policies, and Plans:**

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

**Proposal:**

- Subdivision approval to create two (2) legal lots of record;
- Rezoning from B-3 and B-5 to B-3
- **Note:** Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

**Commission Considerations:**

1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with three (3) conditions.

**Report Contents:**


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Commission Considerations .....	6
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# PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER	11	DATE	February 22, 2024	 NTS
APPLICANT	4600 Business Park Subdivision			
REQUEST	Subdivision, Rezoning from B-3 and B-5 to B-3			



## SITE HISTORY

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The subject site was annexed into the City of Mobile in 1993 and assigned R-1 zoning.

In June, 1995 Creekline Subdivision, Sixth Addition created the lot at the corner of Cypress Business Park Drive and Higgins Road. The following month, Creekline Subdivision, Fifth Addition created the adjacent lot to the North.

In August, 1996 both lots were rezoned from R-1. The corner lot was rezoned to its current B-3 classification, and the adjacent lot was rezoned to its current B-5 classification.

In February, 1998 a Sidewalk Waiver was granted for the corner lot to waive construction of sidewalks along both Cypress Business Park Drive and Higgins Road.

In March, 1998 the Board of Zoning Adjustment granted a Parking Surface Variance to allow aggregate parking in a B-3 district for the corner lot.

Mobile County tax bill data indicates the corner lot was developed in 1998. The adjacent lot remains undeveloped, except for a pavilion.

## STAFF COMMENTS

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### Engineering Comments:

#### SUBDIVISION

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #90) LOTS A and B will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT A – NONE AND LOT B – NONE.
- D. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

- H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at [land.disturbance@cityofmobile.org](mailto:land.disturbance@cityofmobile.org) prior to obtaining any signatures. No signatures are required on the drawing

## **REZONING**

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

## **Traffic Engineering Comments:**

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

## **Urban Forestry Comments:**

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

## **Fire Department Comments:**

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of

sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

## **Planning Comments:**

### **Subdivision**

The applicant proposes to create two (2) new lots of record from two (2) existing lots of record via the shifting of the common internal property line between the lots. The subject site is served by public water and sanitary services.

The preliminary plat indicates that the existing common internal property line is to be relocated forty (40) feet to the North to enlarge Lot 1, Creekline Subdivision Sixth Addition, and reduce Lot 1, Creekline Subdivision, Fifth Addition. Both proposed lots would exceed the minimum area requirements of the Subdivision Regulations and the Unified Development Code for the respective zoning districts. If approved, the lot size labels in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

The site has frontage on Higgins Road and Cypress Business Park Drive. Higgins Road is a minor street without curb and gutter and a substandard 50-foot right-of-way. However, as no dedication was required with the approval of Creekline Subdivision, Sixth Addition, no dedication should be required for this review. Cypress Business Park Drive is also a minor street, but with curb and gutter, and a compliant 60-foot right-of-way. Therefore, no dedication would be required. The right-of-way widths of both streets should be retained on the Final Plat, if approved.

As on the preliminary plat the 25-foot minimum building setback line along both streets should be retained on the Final Plat, if approved.

The plat indicates an Alabama Power Company easement along Cypress Business Park Drive. Therefore, a note should be placed on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder.

Lot 1, Creekline Subdivision, Sixth Addition is currently zoned B-3, Community Business Suburban District, and the adjacent Lot 1, Creekline Subdivision, Fifth Addition is currently zoned B-5, Office-Distribution District. As proposed, Lot A would incorporate 40 feet of the existing Lot 1, Creekline Subdivision, Fifth Addition; therefore, the proposed rezoning from B-3 and B-5 to B-3 for proposed Lot A should be completed to eliminate split zoning before the Final Plat can be signed.

It should also be noted that due to the expansion of Lot 1, Creekline Subdivision, Sixth Addition, a new Sidewalk Waiver request will be required, or sidewalk provided, along the extended Cypress Business Park Drive frontage prior to any further development.

### **Rezoning**

With the proposed subdivision, a split-zoned situation would occur for proposed Lot A. In order to eliminate split zoning, the applicant proposes to rezone the proposed Lot A from B-3 and B-5 to B-3. In this instance, the subdivision of land makes reclassification necessary and desirable to eliminate split zoning. The proposed B-3 classification would be in keeping with the current land use of the site. The Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

## SUBDIVISION CONSIDERATIONS

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### Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

### Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the Rezoning process from B-3 and B-5 to B-3 for proposed Lot A prior to signing the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Retention of the right-of-way width of both streets on the Final Plat;
4. Retention of the 25-foot minimum building setback line along both streets;
5. Placement of a note on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder;
6. Provision of a sidewalk along the extended Cypress Business Park Drive frontage at the time of development, or submission of a Sidewalk Waiver for that portion of the lot;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

## REZONING CONSIDERATIONS

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### Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and



- **Compatibility.** Whether the proposed amendment is compatible with:
  - The current development trends, if any, in the vicinity of the subject property;
  - Surrounding land uses;
  - Would adversely impact neighboring properties; or
  - Cause a loss in property values.
- **Health, Safety and General Welfare.** Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- **Capacity.** Whether the infrastructure is in place to accommodate the proposed amendment; and
- **Change.** Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- **Benefits Consideration.** In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

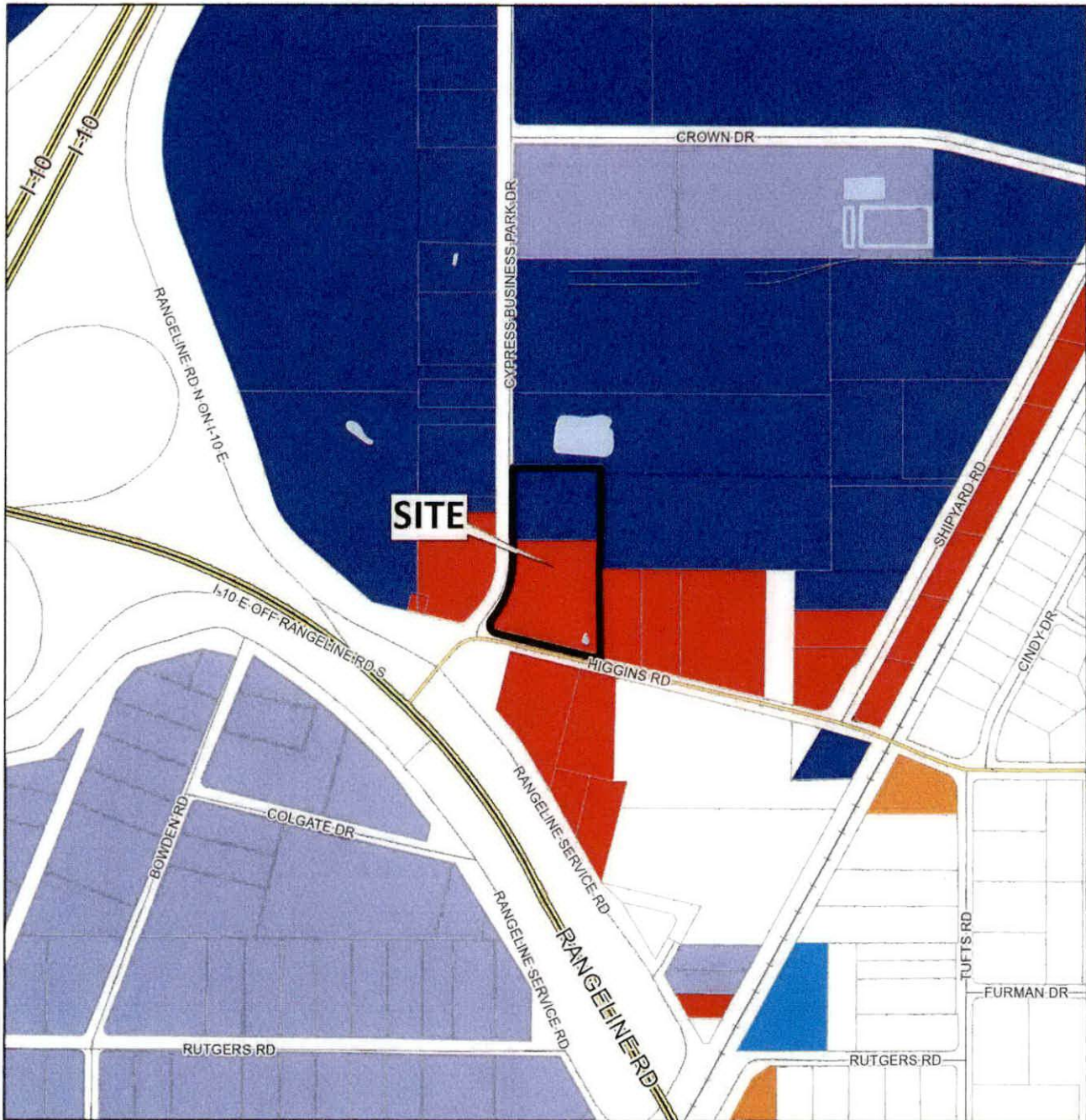
The applicant's responses to address the above criteria are available in the link on page one (1).

### **Considerations:**

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

## LOCATOR ZONING MAP



APPLICATION NUMBER 11 DATE February 22, 2024

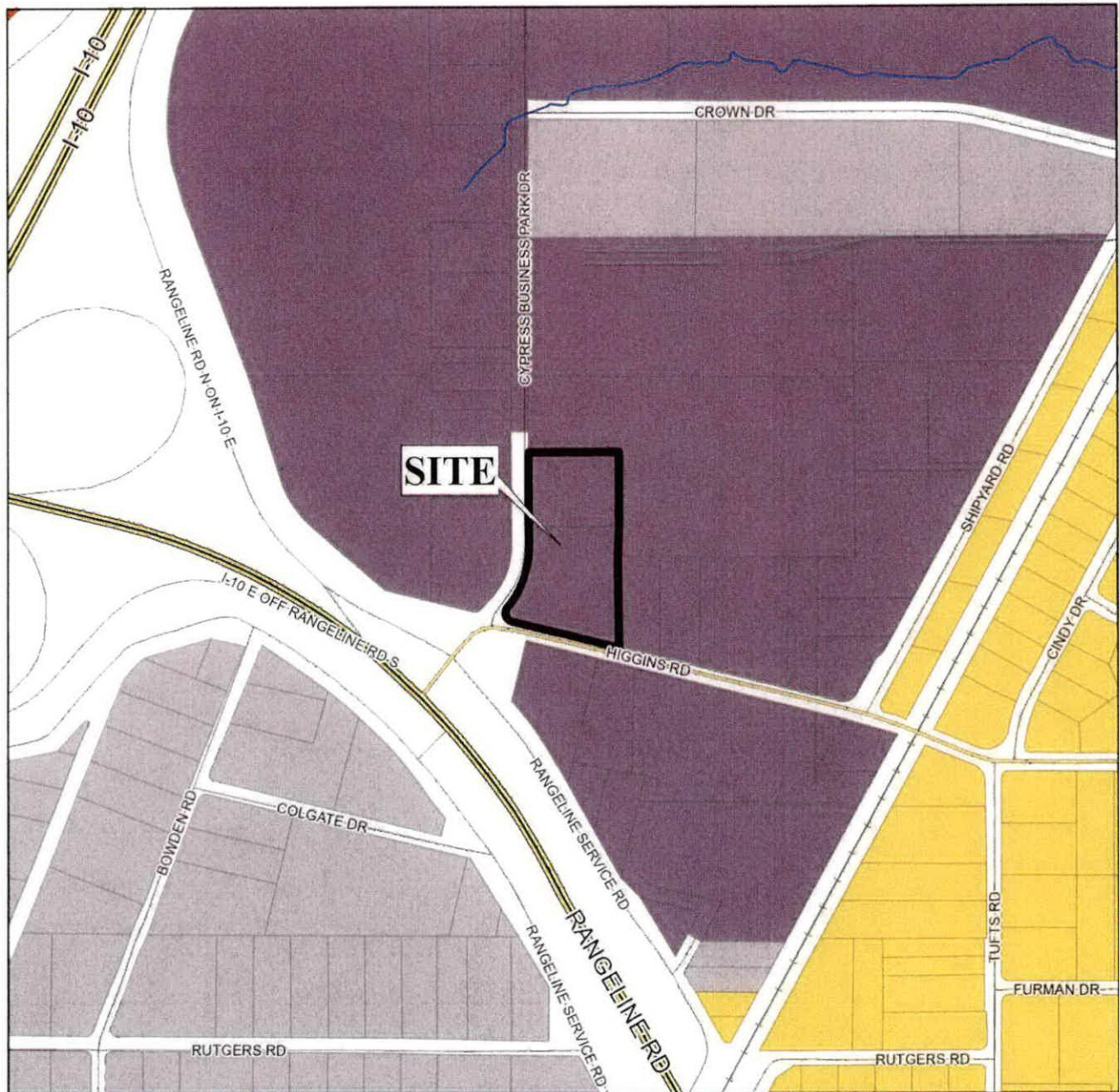
APPLICANT 4600 Business Park Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3





# FLUM LOCATOR MAP



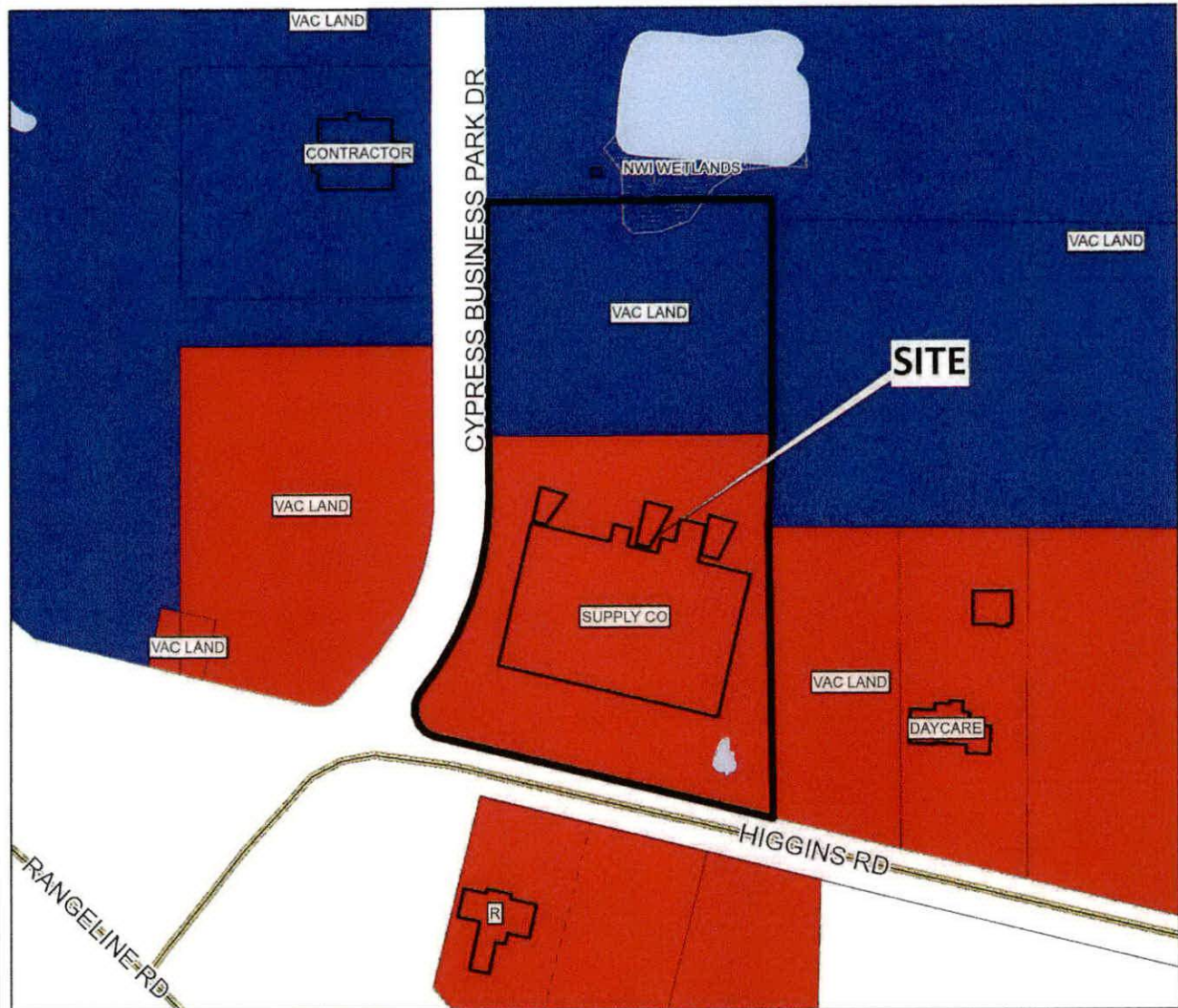
APPLICATION NUMBER 11 DATE February 22, 2024  
 APPLICANT 4600 Business Park Subdivision  
 REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	





# PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 11 DATE February 22, 2024

APPLICANT 4600 Business Park Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



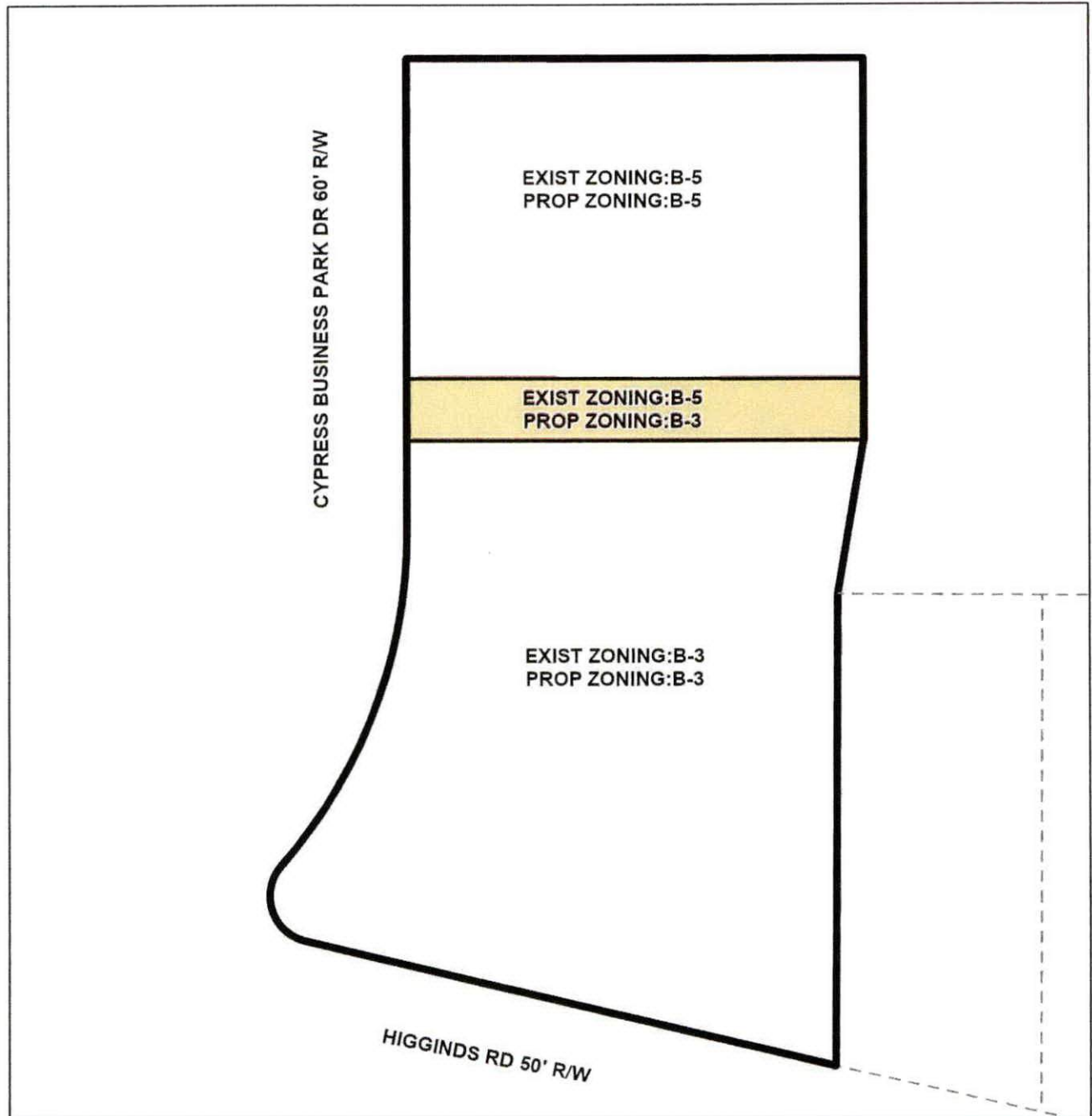
## SITE PLAN



The site plan illustrates the existing building, parking, setbacks, and easement.

APPLICATION NUMBER	11	DATE	February 22, 2024	 NTS
APPLICANT	4600 Business Park Subdivision			
REQUEST	Subdivision, Rezoning from B-3 and B-5 to B-3			

## DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE February 22, 2024

APPLICANT 4600 Business Park Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3



NTS



ZONING DISTRICT CORRESPONDENCE MATRIX											
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)
RESIDENTIAL - AG	R-A										
ONE-FAMILY RESIDENCE	R-1	■				■		■			
TWO-FAMILY RESIDENCE	R-2	■				■		■			
MULTIPLE-FAMILY	R-3	○	■			■	■				
RESIDENTIAL-BUSINESS	R-B		○			■		■			
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■			
HISTORIC BUSINESS	H-B			■		■		■			
VILLAGE CENTER	TCD					■	■				
NEIGH. CENTER	TCD					■	■				
NEIGH. GENERAL	TCD					■					
DOWNTOWN DEV. DDD	T-6			■							
DOWNTOWN DEV. DDD	T-5.1			■		■		□			
DOWNTOWN DEV. DDD	T-5.2			■		■					
DOWNTOWN DEV. DDD	T-4			■		■		□			
DOWNTOWN DEV. DDD	T-3			■		■					
DOWNTOWN DEV. DDD	SD-WH									○	○
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○
BUFFER BUSINESS	B-1		□			□	■	■	■		
NEIGH. BUSINESS	B-2		○			□	■	■	■		
LIMITED BUSINESS	LB-2		○			□	■	■	■		
COMMUNITY BUSINESS	B-3				■				■		
GEN. BUSINESS	B-4			■					■		
OFFICE-DISTRIBUTION	B-5								■	■	
LIGHT INDUSTRY	I-1									■	
HEAVY INDUSTRY	I-2										■

**Zoning District Correspondence Matrix**

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)



## **HEAVY INDUSTRY (HI)**

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage

areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.