

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

SHARP ELECTRONICS CORPORATION

Managed Print Services – RFP No. 1817

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2018 (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and SHARP ELECTRONICS CORPORATION, a New York corporation authorized to do business in California (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Managed Print Services (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2023, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall be paid to perform the Services under this Agreement in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Innovation & Technology
City of Riverside
Attn: Chris Tilden
3900 Main Street
Riverside, CA 92522

To Consultant

Sharp Electronics Corporation
Attn: Christopher Hart
8670 Argent Street
Santee, CA 92071

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of

not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. This provision shall survive the expiration or termination of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or termination of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination

date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" – Scope of Services
Exhibit "B" – Compensation
Exhibit "C" – Key Personnel
Exhibit "D" – Master Lease Agreement

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

SHARP ELECTRONICS CORPORATION, a
New York corporation authorized to do business
in California

By: _____
City Manager

By:  _____

Dale Wedge
[Printed Name]
President of Sharp Business Systems
[Title] of Southern California

Attest: _____
City Clerk

Approved as to Form:

By: _____

By:  _____
Rosemary Koo
Senior Deputy City Attorney

[Printed Name]

[Title]

Certified as to Availability of Funds:

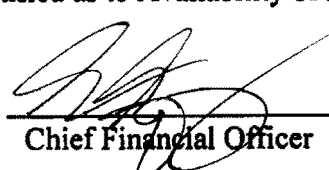
By:  _____
Chief Financial Officer

EXHIBIT "A"

SCOPE OF SERVICES

In addition to the terms and conditions contained in the Professional Consultant Services Agreement, the parties hereto further agree to the scope of this Agreement as stated below.

1. The parties agree that Consultant is not a Design Professional as defined in Section 11.1(A-D). As such, City and Consultant agree that Sections 11.2 and 11.3 shall not apply to this Consultant.
2. Parties agree Sections 11.4 and 11.5 will apply when connected to or arising out of any acts of the consultant, its employees or agents, which are related to this Agreement. Sections 11.4 and 11.5 shall not apply if the claim is due to the sole negligence or willful misconduct of the City.
3. Parties agree that Section 16 shall only apply to records related to this Agreement.
4. Parties agree that Section 17 shall be amended as follows:
 17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Neither Party shall use the other's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of both Parties. This provision shall survive the expiration or termination of this Agreement.

[SCOPE OF WORK CONTINUES ON FOLLOWING PAGE]



City of Riverside, CA MANAGED PRINT SERVICES STATEMENT OF WORK (SOW)

1. Managed Print Services Requirements

1.1 Supporting Documents

In support of the awarded solution, and to ensure the Contractor meets all of the City's requirements, the City will use a series of consultants' change management plan documents to define procedures for each operations area. These documents (based on existing policies and procedures) will be collected into an Implementation & Change Management Plan summary and will be jointly finalized by the City and the selected Contractor.

1.2 Business Capabilities

Contractor shall provide the following business capability requirements:

Products

A. Multi-Function Device (MFD) and Desktop Printing Hardware

- a. Contractor shall provide equipment to meet the City's business requirements for printing, copying, scanning, and faxing.
- b. Contractor shall provide maintenance and repair support for new installations and optionally for the existing fleet of MFDs, copiers, and desktop printers shown in (Exhibit C – Device Pricing Template) and (Exhibit D – Price Proposal Form with Change Management Plan).

B. Supplies and Consumables

- a. Contractor shall supply all consumables required for image creation including toner cartridges, developer, waste toner bottles, staples, and maintenance kits for all new installations and for the existing fleet of 214 owned desktop printers shown in Exhibit D – Sheet # 6.
- b. Contractor shall have a consumables ordering and management process approved by the City.
- c. All supplies must be OEM or City pre-approved compatible cartridges. If the City is not satisfied with any compatible cartridge performance, the contractor shall replace the cartridge and going forward, only supply OEM cartridges for that device at no additional charge.

C. Software

- a. In addition to dispatching technicians on-site, Contractor shall remotely monitor and support the equipment to ensure timely and accurate resolution of problems.
- b. The City will install Contractor provided or Manufacturer Designated Device Monitoring Software that will automatically gather and send Meter Readings to Contractor Billing Department on a Pre-Scheduled Basis.
- c. Contractor shall supply and support software for scanning, usage tracking, and fleet



monitoring (including fax and scan usage, number of scans, frequency of paper size types used, etc.).

- d. Print Management Software shall have the ability for client log in with access to reports and features.

Administration

A. Existing Desktop MFP/Printer Support & Services

- a. Contractor shall work with the City to manage the retirement and refresh of equipment on the City's existing lease schedules, as shown in Exhibit D – Sheet 4, Change Management Plan.
- b. Contractor may optionally provide an alternate solution to the management of existing (Keep / Cover) devices, such as buying back the devices and replacing them with the Contractor's own supported products. The solution must provide overall cost savings while meeting the technology needs of the department.

B. Asset Management / Meter Usage Readings Software

- a. The Contractor shall be solely responsible for obtaining and furnishing meter counts for all equipment on a monthly or quarterly basis, as required by the IT department. Meter counts shall be accomplished without staff intervention or inconvenience and at no additional cost to the City.
- b. Estimating of Meters is not allowed.
- c. For non-networked small personal printers, the City may accept a per device flat rate that covers all toner and support without the need for meter readings.
- d. The City desires an on-line tool that allows for bi-directional data sharing of device location updates, location contact information and IMACD changes.

C. Billing

- a. Billing must allow for customizable fields per device for department codes, contact person, contact number, device location address and other criteria. The usage report submitted for billing must match with the monthly invoice.
- b. Each department shall receive a summary invoice for all departmental costs on a monthly basis. Method of delivery shall be determined with the selected Contractor.
- c. Estimating of meter usage for billing will not be allowed.
- d. All usage charges are to be billed in arrears and no base allowance or volume guarantee shall be included in any department order.
- e. On a Quarterly basis, a Citywide billing and usage report shall be generated to reflect each department total devices, lease and/or usage charges for the previous quarter and actual saving achieved. The report shall sub-total each department with a citywide roll-up of total costs.

D. Asset Management

- a. Contractor shall update the City whenever an Install, Move, Add, Change, Decommissioning request, or break/fix incident, as requested.



- b. Contractor shall provide certification for the wipe of hard drives or take other appropriate action prior to Move, Add, Change, or Decommissioning of Contractor installed equipment.
- c. Contractor shall contact the IT Department to schedule the install or removal of any MFD or Printer and work within the approved security protocols.
- d. The Contractor shall provide the ability to view invoices on-line via a secure customer portal at no additional cost to the City.
- e. The Contractor shall provide an asset Management Portal that allows the City to see their inventory real time.

Services

A. Cost Savings Plan

- a. The City anticipates, on average, a 30%+ cost savings to the departments by implementing the MPS Program, which would result in \$1 Million dollars back to the City's budgets. Contractor shall work within the documented Change Management Plan cost savings model and provide a verifiable savings reports on an annual per department and Citywide basis.

B. Department Assessments

- a. Contractor shall work with city staff and/or consultant team to perform site assessments at each of the participating City departments to validate and document the MFD/printer device inventory and to facilitate equipment optimization keeping within projected cost savings goals.

C. Contractor shall Install, Move, Add, Change, and Decommission (IMACD) all in-scope MFD's and Printers.

- a. Install — Contractor shall perform the delivery, setup, and connection of equipment.
- b. Move — Contractor shall re-locate an existing device from one physical location to another physical location, reconnect and ensure machine is functioning properly.
- c. Add — Contractor shall add a hardware or software component to an existing device.
- d. Change — Contractor shall modify an existing configuration within an installed device.
- e. Decommission—Contractor shall provide decommissioning and preparation for return of equipment.
- f. Contractor shall insure that all data on MFD hard drives is wiped upon removal from City locations.
- g. Contractor shall wipe hard drives or take other appropriate action as approved by the City prior to Move, Add, Change, or Install of any contractor installed in-scope hardware.

D. Remote fleet monitoring and management.

- a. Contractor shall use monitoring tools for print device usage tracking and to aid in fleet optimization.
- b. Provide the City with portal access to view inventory and location status real time.

E. Contractor shall provide end user training on equipment.

- a. For new MFD or Printer installation, Contractor shall coordinate/schedule onsite training



- with the City's department end users.
 - b. Contractor shall provide follow-up training, as needed at no additional cost.
 - c. Contractor shall supply other types of training resources such as web based training, job aids, support documentation, and self-help resources.
- F. Contractor shall support the City's Change Management Plan.
- a. Contractor shall work with consultant to finalize and implement the change management plan based on current contract termination dates and department needs, as well as a communication/marketing plan to introduce the managed print service to end users.
- G. Contractor shall provide ongoing fleet optimization.
- a. Contractor shall use monitoring tools, site assessments, new technologies, and other resources to initially assess the City of Riverside print environment and finalize recommendations to optimize the print environment.
 - b. Contractor shall monitor the fleet in order to seek optimization opportunities on a quarterly basis and stay within the change management plan cost savings guidelines.

2. Technical Requirements

2.1 IT Security Requirements

Configuration Management

- A. The MFD system shall be configured to provide only essential capabilities, and to restrict the ability to access and change MFD settings such as double sided printing, default black and white printing, etc.
- B. Unnecessary ports, protocols, functions and services shall be disabled. MFD settings shall be set for printing from a selected set of IP addresses.
- C. Selected Contractor shall ensure that MFDs are compatible with all existing and future City utilized applications.

Maintenance

- A. The Contractor shall be responsible for implementing a security patch management program within the City's policies/practices for implementation.
- B. Authentication and authorization methods are required for remote maintenance and diagnostic sessions. Remote maintenance and diagnostic activities shall be documented.
- C. Remote maintenance and diagnostic activities shall be authorized, monitored, and approved by the City.
- D. Only authorized maintenance personnel shall perform information system maintenance.



2.2 Retirement of Existing Leased MFD Contracts Roles and Responsibilities

The City's current fleet of Xerox Multi-Function Devices (MFDs) is contained within various separate lease/services contracts, all of which will come to term over the next two (2) years.

The functions and responsibilities of the Parties with respect to MFD removal and upgrade services are described below.

Responsibility Matrix: Retirement of Existing MFD Contracts

#	Responsibility – Retirement of Existing MFD Contracts	Role	
		Contractor	City
1.1	Remove and return all MFDs to the current leasing company at the end of their scheduled lease periods as requested by City.	X	
1.2	Replace out-of-lease MFDs with new equipment based on the City of Riverside approval and/or approved optimization plan.	X	
1.3	Return out-of-lease MFDs to leasing company within thirty (30) business days, starting from one (1) business day prior to lease expiration date.	X	
2.0	Return of Leased Equipment		
2.1	Perform the preparation, shipment, and handling of out-of-lease MFDs being returned to the leasing company.	X	
2.2	Clean print device and securely package before returning to leasing company.	X	
2.3	Return to designated leasing company location in visibly acceptable appearance.	X	
2.4	Contractor assumes liability for loss or damage once the MFD is removed by City premises.	X	
2.5	Responsible for filing any insurance claims should the equipment be damaged during transit.	X	



2.3 Equipment Maintenance SLA's (Service Level Agreement)

Contractor shall provide maintenance service calls during the City of Riverside working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. (PST), excluding the City of Riverside holidays. Under certain special circumstances, the Contractor may be requested to provide support outside of regular business hours.

Contractor shall provide full coverage maintenance on all parts, service calls, and scheduled preventative maintenance calls at frequencies defined in the Manufacturer's specifications.

Customer Support

- A. The Contractor shall provide a live person, toll-free phone line to place service calls, order parts and supplies, as well as to provide technical support at no additional cost to the City.
- B. The Contractor shall, at no additional cost, respond to all emergency service requests within two (2) hours and begin repairs within four (4) hours unless other arrangements are made.
- C. The Contractor shall, at no additional cost, have a 24-hour toll-free phone support line for hardware and software issues, as well as available on-site technical support, Monday through Friday, 8:00 a.m. to 5:00 p.m. (PST).
- D. If Contractor requires a machine to be removed from the City's premises for repair, Contractor shall provide end users with a loaner machine of similar functionality for use during the period of the repair.
- E. Contractor shall be responsible for the work performed by any and all sub-contractors engaged by Contractor in support of the award of this contract, and persons directly or indirectly employed by third parties.

Service Level Requirements

- A. Maintenance – Contractor shall provide full coverage maintenance on all contracted equipment including, but not limited to, parts, service calls, and scheduled preventative maintenance support. The Contractor's helpdesk will take all support calls and offer assistance over the phone via the Contractor's remote diagnostic capabilities to get the City up and running quickly. Should an on-site technician be needed, an estimated time of arrival (ETA) shall be provided with a courtesy follow up via phone.
- B. Service Loaner – If the main copy/print engine is deemed inoperable and Manufacturer authorized service personnel is unable to correct the problem within sixteen (16) working hours, the City may



request a loaner of similar or upgraded features until the main copy/print engine is repaired at no additional cost to the City.

C. Minimum Service Response Times / Uptime Guarantee

Contractor shall meet or exceed industry standards in response, repair, up, and down times as defined in the section below.

- a. Response Time Four (4) Hours Maximum (emergency service requests)
- b. Repair Time Two (2) hours average
- c. Minimum Uptime 98%
- d. Maximum Downtime 2%
- e. Response Time - Time measured from logging of service call until technician arrives on scene or clears by phone.
- f. Repair Time - Time required for a technician to troubleshoot, diagnose, and repair a copier measured from arrival on the scene to completion of call. This does not include time required for shipment of certain parts.
- g. Minimum Uptime - Percentage of time machine is available for basic operation in comparison to hours of operation as determined by the City.
- h. Maximum Downtime - Percentage of time machine is unavailable for basic operation in comparison to the hours of operation as determined by the City.
- i. Emergency Service Request – Request for service when any of the three (3) main functions is in operable. (Copy/Print/Fax) excludes preventative maintenance calls.

D. User Uptime

User Uptime	Minimum Acceptable Level	Objective
Percent of time users must be able to print, copy, fax, and scan to print devices	98%	The City of Riverside's business and operational uptime requirement. Measured monthly.

- a. Users must be able to print, copy, fax, and scan to the City's print devices 98% of the time.
- b. Compliance is confirmed by service request and problem resolution records to determine when users are down without both their main and backup devices for print, copy, fax, and scan.

E. Uptime Guarantee – Contractor maintenance procedures shall be designed to average up to a 98% uptime; however, in the event the mainframe provided is not operational (excluding preventive maintenance and operator preventable calls) during any 60-day period, Contractor will provide a



loaner of similar and upgraded features until the mainframe is repaired at no additional cost to the City.

- F. Replacement Guarantee – If the Contracted Contractor is unable to repair a problem, the Contractor shall, at the City's request, replace it without charge with an identical model or, at the option of manufacturer, with a machine with comparable features and capabilities. The replacement device shall not be a model older than the device being replaced.
- G. Replenishment/Replacement of Supplies
 - a. Supplies shall be received within (2) two working days of a low toner alert, with a full supply set per printer stored on-site at all times or as agreed by the departments.
 - b. Contractor shall work with each of the 18 departments to determine a location and methodology for storing and restocking back up toner on-site at the City.
 - c. Contractor will provide a documented process for each department and include the written process in the quarterly review process.
- H. Dispatched Repair Service
 - a. Per industry standards, a certified technician shall arrive on-site within (4) four hours of service call being dispatched to Contractor 98% of the time.
 - i. Response time is measured from the logging of a service call until the technician arrives at the City department or resolved by phone.
 - ii. Repair time is the time required for a technician to troubleshoot, diagnose and repair a machine measured from the arrival at the City department to completion of the call.
 - b. Repair SLA's
 - i. 50% of Print Devices are resolved within six (6) hours or less
 - ii. 95% of Print Devices incidents are resolved within 24 hours
 - iii. 100% of Print Devices incidents are resolved within 48 hours
 - c. A service call module on a customer portal that allows City administrators to see the current status of open and closed service requests within three (3) hours.
 - d. Compliance is demonstrated by Contractor's date-stamped records of service call requests and resolutions. The record shall clearly state when the on-site response took place, when the request was resolved, and when the ticket closed with a satisfactory resolution. The City may review compliance quarterly.
- I. Preventative Maintenance / Copier Based MFD's
 - a. The Contractor shall provide preventative maintenance / cleaning of the contracted Copier /MFD fleet to meet the PM schedule mandated by the manufacturer to include at minimum the following requirements:



- i. The PM/Cleaning call shall include at minimum the following:
- ii. Cleaning the Paper Path.
- iii. Cleaning Rollers.
- iv. Clean the Copy Glass
- v. Clean and Vacuum inside the paper trays.
- vi. Wipe down the exterior of the device.

J. Preventative Maintenance / Desktop Printers

- a. The Contractor shall provide preventative maintenance / cleaning of the contracted desktop printer/mfp fleet to meet the following requirements.

For average to high volume devices producing a total of 24,000 pages per year, a PM/Cleaning shall be provided once per year. For devices producing less than 24,000 pages per year, a PM/Cleaning shall be provided once every 3 years to include the following tasks:

- i. The PM/Cleaning call shall include at minimum the following:
- ii. Cleaning the Paper Path.
- iii. Cleaning Rollers.
- iv. Cleaning Filters & Fans.
- v. Wipe down the exterior of the printer.
- vi. Note the remaining life on maintenance kits to pre-order if needed.

K. Billing

- a. The billing shall be complete, accurate, on time, and easily audited.
- b. Errors must not exceed 2% of the devices billed and the itemized errors and corrections shall be received within twenty (20) calendar days after the end of the following month.
- c. The City and the Contractor will agree on what information the invoice will contain, the billing process between both parties, and how it will be formatted.
- d. Contractor shall provide the City with usage and billing statistics quarterly and/or upon request by City staff or designee.

3. Contractor Reporting & Communication Requirements

3.1 Quarterly and Annual Account Reviews

Upon request, Contractor shall conduct an in-person Quarterly Business Reviews (QBRs) with all departments and City staff or designee to discuss the status of the fleet. At a minimum, Contractor



shall communicate with each department's Administrative Officer once per year. A Citywide account review shall be conducted annually with IT Management to validate cost savings, project milestones, and projections for the following year.

On a quarterly basis, Contractor shall provide electronic reporting related to the activities in this SOW with the following categories and types of reports:

- A. Department printing volumes broken out by color and black & white per device;
- B. Number and types of devices in the fleet summarized by department and citywide;
- C. Pro-Active over- and under-utilized equipment optimization/swaps;
- D. Break/Fix volume of calls;
- E. Change Management Plan status. IMACD;
- F. Knowledge Management information and/or support that will benefit the City's end users and internal support teams;
- G. A list of devices that experienced multiple repairs in the previous quarter, or re-occurring over a 180-day period, along with an action plan/recommendation for permanent correction;
- H. Ongoing continuous improvement relative to print throughout the entire City environment;
- I. Billing Reports;
- J. SLA Achievement Reports; and
- K. Status of any additional projects.

These reports shall be made available in an electronic format to the Technology & Innovation and participating Departments quarterly or as requested.

3.2 General Communication Obligations

- A. Contractor shall provide the City with ninety (90) days' advance notice of any new models of equipment or software proposed to replace end-of-life equipment or software.
- B. Any new equipment or software proposed for deployment on the City's network shall be brought in for prior testing and approval.
- C. All replacement device pricing shall meet the same or lower cost level of comparable or equivalent to the replacement Model capabilities, features, and accessories.
- D. City staff or designee may validate hardware, software, and services pricing on all future technology options added to the standard City Wide MFD pricing matrix template over the term of this agreement.



- E. New Model pricing is expected to be at the same discount levels as originally contracted as a result of this RFP and may not be higher than those provided to other governmental agencies of similar size and scope.

4. Resource Requirements & Qualifications

4.1 Key Personnel

- A. The Contractor shall provide a dedicated Customer Support Team led by a Program/Project Manager who shall have overall responsibility for all activities related to this project.
- B. The Contractor shall provide an organizational chart listing the team members along with profiles of their skills, qualifications, and responsibilities.
- C. Contractor shall provide the City with ten (10) days' advance notice when a Strategic Account Manager will no longer be supporting the City and schedule an introduction of any replacement personnel.
- D. The City reserves the right to request a replacement of staff(s) not performing to the City's expectations.

4.2 Dedicated Inside Customer Service/Support Personnel

The City is looking for a single source Managed Print Services provider with experience in managing major account business. The City's preference is a Contractor with internal non-sales support staff dedicated to manage the customer relationship alongside the Sales Executive. This person shall be experienced in supporting major account business.

Dedicated personnel shall be directly responsible for the fulfillment of all SOW and SLA commitments with the City in support of Contractor sales team and work to create and implement specific operational practices including, but not limited to:

- A. Continually monitor existing service levels and compliance to SLAs.
- B. Provide interface between end-users, technical support, and resources to improve/maintain customer satisfaction.
- C. Act as the primary point of contact for all aspects of the contractual relationship with the customer.
- D. Develop continual process improvements.



- E. Work closely with Contractor operations team on implementation and deployment of print technology and support services, including inventory collection and management, and consumables management while monitoring adherence to all SLAs.
- F. Facilitate quarterly/semi-annual performance reviews.
- G. Resolve customer complaints and concerns by investigating problems, as well as develop solutions and manage through to resolution.
- H. Provide reporting metrics and tracking data as required to fulfill SLAs.
- I. Develop and document implementation plan for each additional phase of the client Change Management Plan.
- J. Follow-through on mission critical activities identified by the Client and Internal Management.

4.3 Technical Support Personnel

- A. Contractor shall be authorized by the original equipment manufacturer (OEM) to service the equipment during the entire term of the Contract. Proposer shall provide verifications with proposal.
- B. Contractor's service technicians shall be OEM trained and certified during the entire term of the Contract. Proposer shall provide verification with proposal.
- C. Contractor shall only use only OEM genuine or OEM approved parts and supplies to maintain the equipment. Contractor shall have same-day or next-day delivery for parts and supplies, with the parts delivered to the City or brought in by a service technician.

5. Roles and Responsibility Matrix

Contractor shall provide either on-site or dispatched Service Customer Engineer (CE) to perform the services listed in the following sections. This is a summary of the City and Contractor general responsibilities and roles and does not limit additional items that may be added in the future.



Service Responsibility Matrix: On-Site and Dispatched Services Roles and Responsibilities

#	Responsibility – On-Site and Dispatched Services	Role	
		Contractor	City
1.0	General		
1.1	Provide trained on-site or dispatched CEs to perform Onsite and Dispatched Services.	X	
1.2	Coordinate and provide hardware Break/Fix Incident troubleshooting and resolution, and Service Request support for in-scope hardware.	X	
1.3	Manage operations within the standard Incident and Service Request fulfillment process.	X	
1.4	Meet or exceed agreed upon service levels (SLAs).	X	
1.5	Manage CE productivity, efficiency, and professionalism within City offices.	X	
1.6	Assign and schedule qualified, City focused Customer Engineers to perform support services at City in-scope locations.	X	
1.7	Provide accurate information regarding status, resolution, and asset updates in Contractor system.	X	
1.8	Provide contact information for the end-user who reports an incident, or makes a request.		X
1.9	Perform remote diagnostics of hardware, software, application, etc., as applicable.	X	
1.10	Propose process and policy improvements through Continual Service Improvement process.	X	X
1.11	Approve process and policy improvements proposed by Contractor.		X
1.12	Ensure compliance with environmental, health, and safety requirements at all City locations.	X	
1.13	Produce quarterly reports as described in Reporting and Communication Requirements, and make recommendations for improved reporting based on industry best practices.	X	
2.0	Hardware Break/Fix	Contractor	City



2.1	Provide the City with Contractor authorization to provide services for hardware with each device manufacturer, and cooperate with warranty assignment efforts.	X	
2.2	Provide service directly or coordinate service through a contracted and City-approved third party as necessary for in scope equipment and services.	X	
2.3	Manage the warranty process and work with third parties as necessary to obtain support for hardware that is out of scope, and as requested.	X	
2.4	Schedule services with end-user and provide ETA and updates for resolution.	X	
2.5	Provide hardware loaner for device(s) requiring removal for repair for as long as the equipment is being repaired.	X	
2.6	Retain ownership of parts removed from equipment for repair.	X	
2.8	Repair in-warranty hardware to functional specifications in compliance with warranty guidelines, adhering to the warranty processes for repair service.	X	
2.9	Remove and recycle, or properly dispose of, packing materials and used parts from device installation and break/fix repairs.	X	
2.10	Provide transportation to and from the end-user location using Contractor's vehicles for all incident types (request and break/fix).	X	
2.11	Develop a "Preventative Maintenance" program for supported print devices.	X	
3.0	Desk-side Software Support	Contractor	City
3.1	Provide software support remotely and at the desk side for all printing software in use at the City that is accessed via a personal computing or wireless/mobile device.	X	
4.0	IMACD (Installation, Move, Add, Change, Decommission)	Contractor	City
4.1	Back-up available data (i.e. the contents of the MFD address book) prior to device replacement or IMACD, and restore data after service is performed, if applicable.	X	
4.2	Coordinate, plan, schedule, and request through the System of Record all IT Hardware IMACDs.	X	



4.3	Receive IMACD requests from City and validate the IMACD request for completeness and authorization.	X	
4.4	Communicate to City personnel, as appropriate, regarding scheduling requirements and blackout dates, to minimize the business impact on City operations.	X	
4.5	Confirm that all items within Contractor scope (e.g. hardware, software, parts, and configurations) necessary to execute the IMACD will be available for the scheduled date of the IMACD.	X	
4.6	Confirm that all hardware, software, parts, network, cabling, configurations, and any other services/hardware not in scope for Contractor but necessary to execute the IMACD will be available for the scheduled date.	X	
4.7	Remediate any site readiness issues or availability of hardware, software, parts, network, cabling, configurations, and any other services/hardware necessary to execute the IMACD are in place prior to the scheduled IMACD.	X	
4.8	Develop and use checklists, sign off procedures for colleagues, and/or approved tools to determine user requirements.	X	
4.9	Work with end user and IT to identify proper configuration for mapped print queue.	X	
4.10	Reload MFD system and application configurations, data, or backup files as necessary.	X	
4.11	Receive written acceptance / provide leave behind card upon completion of IMACD request.	X	
4.12	Update the asset management tool with updated asset information via bi-directional ticketing system.	X	
5.0	Install	Contractor	City
5.1	Place an approved install request with the City's IT prior to scheduling a device installation.	X	X
5.2	Pick up device at either a City staging area or a Contractor staging area and deliver to end-user location.	X	
5.3	Disconnect old system and return it to the Contractor refurbishment / disposition location or hold for lease return instructions as requested.	X	
5.4	Unpack device and install per approved optimization plan and/or as requested by the City.	X	



5.5	Map print queue to end users' workstations.	X	
5.6	Install, configure, and test new devices according to the established acceptance testing.	X	
5.7	Transfer the end-user identified data and settings from the existing system to the new system.	X	
5.8	Leave end user training materials/documentation.	X	
5.9	Dispose of any boot disks, backup CDs, packing materials or other materials delivered with the system according to City requirements.	X	
5.10	Update the asset record in the Change Management plan document to reflect changes in asset assignment.	X	
5.11	Communicate with City regarding problems with an IMACD request.	X	
5.12	Test the device(s) to confirm functionality.	X	
5.13	Provide desk-side orientation and training to the end user, or end user groups, appropriate to the authorized end-user(s) receiving the MFD.	X	
6.0	Add	Contractor	City
6.1	Place an approved Add request with Contractor via an approved City Purchase Order.		X
6.2	Confirm the requirements and scope. Contact the City's IT to coordinated network install.	X	
6.3	Contact the end-user to schedule an appropriate, agreed upon time for the installation to take place.	X	
6.4	Carry out the Add in accordance and compliance with instructions provided in the request.	X	
7.0	Move	Contractor	City
7.1	Place approved move request with Contractor via a Service Request from the system of record.		X
7.2	Communicate to the end-user any prerequisites and any procedures that need to be followed before or after the move is complete and confirm the requirements.	X	



7.3	Conduct pre-move checks and determine and make any site preparations that need to be completed before the scheduled move date.	X	
7.4	Provide City with certified security wiping of memory or hard drive or take other appropriate action approved by City to delete all data or other information stored or copied on item to be Moved.	X	
7.5	Disconnect a currently installed system unit including directly attached peripheral devices.	X	
7.6	Pack the hardware for movement from the end-user's current location based on the requirements of the move.	X	
7.7	Transport or ship the Hardware to the end-user's new location.	X	
7.8	Unpack and reconnect the same system unit and its directly attached peripheral devices for the respective end-user.	X	
7.9	Conduct the manufacturer's standard installation tests upon completion of such activities to verify the hardware and software are functional with network connectivity.	X	
7.10	Update the City Change Management plan tracking to reflect changes in the location of the asset in the same month the asset changes occurred.	X	
7.11	Coordinate the shipment of hardware between City sites and prepare the hardware to be shipped.	X	
7.12	Responsible for packing material, transportation, or shipping when a common carrier or a third party transport company is required for the move at no additional cost to the City.	X	
8.0	Change	Contractor	City
8.1	Place approved change request with Contractor via an approved communication process.		X
8.2	Confirm the requirements and scope of the change request and schedule an agreed-upon time with the end user for the work to be completed.	X	
8.3	If applicable, provide City certified security wiping of memory or hard drive or take other appropriate action to delete all data or other information stored or copied on item to be changed, as approved by City.	X	



8.4	Carry out the change in accordance and compliance with instructions outlined in the request.	X	
8.5	Update the change request in the system of record.	X	
8.6	Update the City Change Management Plan tracking as applicable to reflect the change to the asset(s) asset in the same month the asset changes occurred.	X	
9.0	Staging	Contractor	City
9.1	Optionally provide Contractor with asset tags to be attached to devices requiring Customer asset tracking.		X
9.2	If requested, apply asset tags to devices according to City procedures and approved processes.	X	
9.3	Stage and configure hardware per the configuration and preparation instructions in accordance with approved City procedures, including software installation.	X	
9.4	Perform quality assurance testing to eliminate system defects and inoperability.	X	
9.5	Provide City with certified security wiping of memory and hard drives or other appropriate action approved by City to delete all data or other information stored or copied on item to be Staged.	X	
9.6	Update City Change Management plan tracking within same month of any asset changes.	X	
9.7	Store, stage, configure and deploy hardware to meet daily IMACD requirements of City.	X	
9.8	Pack hardware for delivery to requested City Department Location.	X	
10.0	Decommissioning	Contractor	City
10.1	Communicate with the City that hardware is ready for decommissioning, donation or refurbishment.	X	
10.2	Provide City with certified security wiping of memory and hard drives or other appropriate action to delete all data or other information stored or copied, as approved by City, for all removed MFDs.	X	
10.3	Coordinate with City department for scheduling pick-up of hardware.	X	



Sharp Business Customer Care Maintenance Agreement

Additional Sharp Business Systems Terms or Clarifications:

- Sharp Business Systems agrees to rebate to the City of Riverside \$10,000 for Professional Services Consulting within 90 days from implementation start date.
- For Maintenance and Supply Pricing and Coverage, see Sharp Customer Care Agreement for all Sharp Models.
- For Maintenance and Supply Pricing and Coverage, see Sharp Customer Care Agreement for all HP Models.

City of Riverside Acceptance:

Date:

Name:

Title:

Signature: _____

Sharp Business Systems Acceptance:

Date:

Name:

Title:

Signature: _____

EXHIBIT "B"
COMPENSATION



INNOVATION &
TECHNOLOGY
DEPARTMENT

City of Riverside - Device Pricing Template RFP No. 1817

SHARP BUSINESS SYSTEMS

Exhibit C - Device Pricing Template

Category #1 Pricing Table

Input the standard Category Device Configuration detail resulting in a total cash price calculated In cell F:14										Category #1 Pricing Table	
New Device Category	Make	Model # / Product Code	Accessories Included	MSRP Per Item	Cash Price Per Item	60 Mo. FMV Lease Payment Per Unit	BW Per Page Rate	Color Per Page Rate	Notes	Minimum Specs	
Category #1	SHARP	MX7S80N	75 PAGE-PER-MINUTE, HIGH-SPEED COLOR DOCUMENT SYSTEM.	\$34,500	\$9,465	\$263	\$0.0042	\$0.0420	For Marketing and High Quality Finished Documents	> 75 PPM High Volume Graphics Color MFP with Booklet Finsiher, LCT, Hole Punch, and External Fiery RIP or similar with color control features.	
Included Booklet Finisher	SHARP	MXFN20	50-SHEET STAPLE/15-SHEET BOOKLET FINISHER w/ 4000-SHEET STACKING EXT TRAY	\$4,725	\$1,309	Proposer Mo. Lease Cost above shall be for the total cash price found in cell F:14 Proposer bid price per device category for BW and Color Click Rate (Per Page Charge), shall include all costs to meet the service level agreements as outlined in the RFP Exhibit A - SOW. Pricing shall be guaranteed for entire term.			Proposer Instructions: Total Cash Price from this Standard Category Configuration detail as calculated in cell F:14 of this price sheet, should match the Proposer bid cash price on Exhibit D - Cost Proposal Form, Sheet #1.		
Included Large Capcety Tray	SHARP	STANDARD	(2) 500-SHEET TRAY, (1) 2,100-SHEET TRAY	INCLUDED	INCLUDED				1 - Each device type cost must include all delivery, set-up and installation services along with any proposed or required software solution to implement the requirements as outlined in the RFP technical specifications. A variance of Sppm is acceptable.		
Included Scanning Feature	SHARP	STANDARD	150-SHEET SINGLE-PASS, DUAL-SCAN DOCUMENT FEEDER (200 IPM). ENHANCED COMPRESSION KIT. ADOBE & MS OFFICE LICENSE INC FOR SCANNING FORMATS	INCLUDED	INCLUDED				2 - Please Indicate any optional accessory items not included in the Standard Category Configuration as a separate lime item starting in Row 18 of this form. Please list only the items you feel appropriate to this project such as additional paper trays, finisher options, hole punch, ect.		
Included Print Controller	SHARP	MXPE12	FIERY COLOR EMBEDDED PRINT SERVER	\$6,800	\$1,895				3 - The City will not accept pricing or terms that require a piggyback of another entity negotiated contact.		
Any Additional Included Accessories	SHARP	MXPX12	FIERY INTERFACE KIT	\$2,000	\$557				4 - The City of Riverside does not pay property tax and thus any quoted lease payment must include terms that the City of Riverside will not be billed for any property tax on FMV leases. The City reserves the right to utilize a 3rd Party Independent lease source.		
Any Additional Included Accessories	SHARP	MXPN138	HOLE PUNCH	\$850	\$256				NEMA 6-20 RECEPTACLE; 208-220V, 60 Hz 20 AMP		
Total Cash / Lease Price for Category #1 Standard Bid Configuration				\$48,875	\$13,482						

Total Category Device Bid Price

Additional Accessory Options:

New Device Category	Make	Model # / Product Code	Description	MSRP Per Item	Cash Price Per Item
FAX OPTION	SHARP	MXFX15	FAX EXPANSION KIT	\$1,360	\$314
LCT (LETTER ONLY)	SHARP	MXLCL12	1,500-SHEET (LETTER) LARGE CAPACITY TRAY	\$1,570	\$427
LCT (UP TO LEDGER)	SHARP	LCKBN	1,000-SHEET (LEDGER) LARGE CAPACITY TRAY	\$3,050	\$1,714
MULTIFOLD UNIT*	SHARP	MXFD10	MULTI-FOLDING UNIT	\$14,700	\$4,017
100-PAGE FINISHER	SHARP	MXFN22	100-SHEET STAPLE / 20-SHEET SADDLE STITCH FINISHER	\$10,720	\$2,743
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0

*REQUIRES FN22



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City of Riverside - Device Pricing Template RFP No. 1817

SHARP BUSINESS SYSTEMS

Exhibit C - Device Pricing Template

Category #2 Pricing Table

Input the standard Category Device Configuration detail resulting in a total cash price calculated in cell F:14									Category #2 Pricing Table	
New Device Category	Make	Model # / Product Code	Accessories Included	MSRP Per Item	Cash Price Per Item	60 Mo. FMV Lease Payment Per Unit	BW Per Page Rate	Color Per Page Rate	Notes	Minimum Specs
Category #2	SHARP	MX6580	55 PAGE-PER-MINUTE HIGH-SPEED COLOR DOCUMENT SYSTEM	\$29,500	\$7,186	\$171	\$0.0042	\$0.0420	For Area's Doing Over 15k Pages Monthly Combined	> 70 PPM High Volume Office Color MFP with Booklet Finisher, LCT, Hole Punch, LAN, Mobile & Wireless Printing, Enhanced Scanning Capabilities.
Included Booklet Finisher	SHARP	MXFN20	50-SHEET STAPLE/15-SHEET BOOKLET FINISHER + PAPER PASS UNIT. 4000-SHEET STACKING EXIT TRAY	\$4,725	\$1,309	Proposer Mo. Lease Cost above shall be for the total cash price found in cell F:14 Proposer bid price per device category for BW and Color Click Rate (Per Page Charge), shall include all costs to meet the service level agreements as outlined in the RFP Exhibit A - SOW. Pricing shall be guaranteed for entire term.			Proposer Instructions: Total Cash Price from this Standard Category Configuration detail as calculated in cell F:14 of this price sheet, should match the Proposer bid cash price on Exhibit D - Cost Proposal Form, Sheet #1.	
Included Large Capacity Tray	SHARP	STANDARD	(2) 500-SHEET TRAY, (1) 2,500-SHEET TRAY	INCLUDED	INCLUDED				1 - Each device type cost must include all delivery, set-up and installation services along with any proposed or required software solution to implement the requirements as outlined in the RFP technical specifications. A variance of 5ppm is acceptable.	
Included Scanning Feature	SHARP	STANDARD	150-SHEET SINGLE-PASS, DUAL-SCAN DOCUMENT FEEDER (200 IPM). ENHANCED COMPRESSION KIT. ADOBE & MS OFFICE LICENSE INC FOR SCANNING FORMATS	INCLUDED	INCLUDED				2 - Please indicate any optional accessory items not included in the Standard Category Configuration as a separate line item starting in Row 18 of this form. Please list only the items you feel appropriate to this project such as additional paper trays, finisher options, hole punch, ect.	
Any Additional Included Accessories	SHARP	MXPN128	HOLE PUNCH	\$850	\$256				3 - The City will not accept pricing or terms that require a piggyback of another entity negotiated contact.	
									4 - The City of Riverside does not pay property tax and thus any quoted lease payment must include terms that the City of Riverside will not be billed for any property tax on FMV leases. The City reserves the right to utilize a 3rd Party Independent lease source.	
Total Cash / Lease Price for Category #2 Standard Configuration				\$35,075	\$8,751					

Total Category Device Bid Price

Additional Accessory Options:

New Device Category	Make	Model # / Product Code	Description	MSRP Per Item	Cash Price Per Item
FAX OPTION	SHARP	MXFX15	FAX EXPANSION KIT	\$1,360	\$314
LCT (LETTER ONLY)	SHARP	MXLC12	1,500-SHEET (LETTER) LARGE CAPACITY TRAY	\$1,570	\$427
LCT (UP TO LEDGER)	SHARP	LCKBN	3,000-SHEET (LEDGER) LARGE CAPACITY TRAY	\$3,050	\$1,714
MULTIFOLD UNIT*	SHARP	MXFD10	MULTI-FOLDING UNIT	\$14,700	\$4,017
100-PAGE FINISHER	SHARP	MXFN12	100-SHEET STAPLE / 20-SHEET SADDLE STITCH FINISHER	\$10,720	\$2,743
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0

*REQUIRES FN22



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City of Riverside - Device Pricing Template RFP No. 1817

SHARP BUSINESS SYSTEMS

Exhibit C - Device Pricing Template

Input the standard Category Device Configuration detail resulting in a total cash price calculated in cell F:14									Category #3 Pricing Table	
New Device Category	Make	Model # / Product Code	Accessories Included	MSRP Per Item	Cash Price Per Item	60 Mo. FMV Lease Payment Per Unit	BW Per Page Rate	Color Per Page Rate	Notes	Minimum Specs
Category #3	SHARP	MXS070V	50 PAGE-PER-MINUTE HIGH SPEED COLOR DOCUMENT SYSTEM	\$20,625	\$5,013	\$117	\$0.0042	\$0.0420	For Area's Doing 5K to 15K Per Month Combined	> 55 PPM Office Color MFP with Standard Finisher, Stapling, Hole Punch, LAN, Mobile & Wireless Printing, Enhanced Scanning Capabilities.
Included Standard Finisher	SHARP	MXFN27N	50-SHEET STAPLE BINDER FINISHER	\$2,000	\$543	Proposer Mo. Lease Cost above shall be for the total cash price found in cell F:14 Proposer bid price per device category for BW and Color Click Rate (Per Page Charge), shall include all costs to meet the service level agreements as outlined in the RFP Exhibit A - SOW. Pricing shall be guaranteed for entire term.			Proposer Instructions: Total Cash Price from this Standard Category Configuration detail as calculated in cell F:14 of this price sheet, should match the Proposer bid cash price on Exhibit D - Cost Proposal Form, Sheet #1. 1 - Each device type cost must include all delivery, set-up and installation services along with any proposed or required software solution to implement the requirements as outlined in the RFP technical specifications. A variance of \$ppm is acceptable. 2 - Please indicate any optional accessory items not included in the Standard Category Configuration as a separate line item starting in Row 18 of this form. Please list only the items you feel appropriate to this project such as additional paper trays, finisher options, hole punch, etc. 3 - The City will not accept pricing or terms that require a piggyback of another entry negotiated contact 4 - The City of Riverside does not pay property tax and thus any quoted lease payment must include terms that the City of Riverside will not be billed for any property tax on FMV leases. The City reserves the right to utilize a 3rd Party Independent lease source.	
Included Paper Trays	SHARP	MXDE28N	(2) 550-SHEET, (1) 2,100-SHEET PAPER TRAY	\$885	\$233					
Included Scanning Feature	SHARP	STANDARD	150-SHEET SINGLE-PAGE, DUAL-SCAN DOCUMENT FEEDER (200 IPMS), ENHANCED COMPRESSION KIT, PDF, AND MICROSOFT OFFICE LICENSE INCLUDED FOR SCANNING FORMATS	INCLUDED	INCLUDED					
Any Additional Included Accessories	SHARP	MXFN14B	HOLE PUNCH	\$735	\$226					
Total Cash / Lease Price for Category #3 Standard Configuration				\$24,245	\$6,015	NEMA 5-20 RECEPTACLE; 120 VAC, 60 Hz, 20 AMP				

Total Category Device Bid Price

Additional Accessory Options:

New Device Category	Make	Model # / Product Code	Description	MSRP Per Item	Cash Price Per Item
FAX OPTION	SHARP	MXFX15	FAX EXPANSION KIT	\$1,360	\$426
(2) 500-SHEET TRAY	SHARP	MXDE27N	(4) TOTAL 500-SHEET PAPER TRAY	\$1,570	\$314
(1) 2,100-SHEET TRAY	SHARP	MXDE28N	(2) 550-SHEET	\$2,000	\$900
1K FINISHER	SHARP	MXFN28	1K STAPLING, 50-SHEET STAPLE FINISHER	\$2,600	\$892
1K FINISHER / SADDLE STITCH	SHARP	MXFN29	1K STAPLING, 50-SHEET STAPLE / SADDLE STITCH FINISHER	\$3,050	\$1,019
3K FINISHER	SHARP	MXFN30	3K STAPLING, 65-SHEET STAPLE FINISHER	\$3,050	\$1,019
3K FINISHER / SADDLE STITCH	SHARP	MXFN31	3K STAPLING, 65-SHEET STAPLE / SADDLE STITCH FINISHER	\$6,000	\$1,855
3,000-SHEET LCT	SHARP	MXLC17N	3,000 LARGE CAPACITY TRAY	\$1,570	\$414
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0



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City of Riverside - Device Pricing Template RFP No. 1817

SHARP BUSINESS SYSTEMS

Exhibit C - Device Pricing Template

Input the standard Category Device Configuration detail resulting in a total cash price calculated in cell F:14						Category #4 Pricing Table						
New Device Category	Make	Model # / Product Code	Accessories Included	MSRP Per Item	Cash Price Per Item	60 Mo. FMV Lease Payment Per Unit	B/W Per Page Rate	Color Per Page Rate	Notes	Minimum Specs		
Category #4	SHARP	MX3570V	Insert Base Unit Description Here	\$15,975	\$3,842	\$95	\$0.0042	\$0.0420	For Area's Doing Less than 5K Per Month Combined Needing 11X17	> 40 PPM Office Color MFP with Internal or Standard Finisher, Stapling, Hole Punch, LAN, Mobile & Wireless Printing, Enhanced Scanning Capabilities.		
Included Internal or Standard Finisher	SHARP	MXFN27N	50-SHEET STAPLE INNER FINISHER	\$2,000	\$543	Proposer Mo. Lease Cost above shall be for the total cash price found in cell F:14			Proposer Instructions: Total Cash Price from this Standard Category Configuration detail as calculated in cell F:14 of this price sheet, should match the Proposer bid cash price on Exhibit D - Cost Proposal Form, Sheet #1.			
Included Paper Trays	SHARP	MXDE25N	(2) 500-SHEET PAPER TRAY	\$885	\$233							
Included Scanning Feature	SHARP	STANDARD	150-SHEET SINGLE-PASS, DUAL-SCAN DOCUMENT FEEDER (200 PPM), ENHANCED COMPRESSION EXT. PDF, AND MICROSOFT OFFICE LICENSE INCLUDED FOR SCANNING FORMATS	INCLUDED	INCLUDED							
Any Additional Included Accessories	SHARP	MXPN148	HOLE PUNCH	\$425	\$226							
Any Additional Included Accessories						Proposer Input the Optional Library Vend / Coin Op System under the additional accessories matrix below.			1 - Each device type cost must include all delivery, set-up and installation services along with any proposed or required software solution to implement the requirements as outlined in the RFP technical specifications. A variance of 5ppm is acceptable. 2 - Please Indicate any optional accessory items not included in the Standard Category Configuration as a separate line item starting in Row 18 of this form. Please list only the items you feel appropriate to this project such as additional paper trays, finisher options, hole punch, ect 3 - The City will not accept pricing or terms that require a piggyback of another entity negotiated contact 4 - The City of Riverside does not pay property tax and thus any quoted lease payment must include terms that the City of Riverside will not be billed for any property tax on FMV leases. The City reserves the right to utilize a 3rd Party Independent lease source.			
Any Additional Included Accessories												
Any Additional Included Accessories						NEMA 5-15 RECEPTACLE; 120 VAC, 60 Hz, 15 AMP						
Total Cash / Lease Price for Category #4 Standard Configuration				\$19,485	\$4,844							

Additional Accessory Options:

New Device Category	Make	Model # / Product Code	Description	MSRP Per Item	Cash Price Per Item
FAK OPTION	SHARP	MXFX15	FAK EXPANSION KIT	\$1,360	\$314
(2) 500-SHEET TRAY	SHARP	MXDE27N	(4) TOTAL 500-SHEET PAPER TRAY	\$1,570	\$314
(1) 2,100-SHEET TRAY	SHARP	MXDE28N	(2) 500-SHEET, (1) 2,100-SHEET PAPER TRAY	\$2,000	\$506
1K FINISHER	SHARP	MXFN28	1K STACKING, 50-SHEET STAPLE FINISHER	\$2,600	\$852
1K FINISHER / SADDLE STITCH	SHARP	MXFN29	1K STACKING, 50-SHEET STAPLE / SADDLE STITCH FINISHER	\$3,050	\$1,019
3K FINISHER	SHARP	MXFN30	3K STACKING, 65-SHEET STAPLE FINISHER	\$3,050	\$1,019
3K FINISHER / SADDLE STITCH	SHARP	MXFN31	3K STACKING, 65-SHEET STAPLE / SADDLE STITCH FINISHER	\$6,000	\$1,855
3,000-SHEET LCT	SHARP	MXLC17N	3,000-LARGE CAPACITY TRAY	\$1,570	\$414
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0



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City of Riverside - Device Pricing Template RFP No. 1817

SHARP BUSINESS SYSTEMS

Exhibit C - Device Pricing Template

Input the standard Category Device Configuration detail resulting in a total cash price calculated in cell F:14									Category #5 Pricing Table	
New Device Category	Make	Model # / Product Code	Accessories Included	MSRP Per Item	Cash Price Per Item	60 Mo. FMV Lease Payment Per Unit	B/W Per Page Rate	Color Per Page Rate	Notes	Minimum Specs
Category #5	SHARP	MXC0021SC	40 PAGE-PER-MINUTE COLOR DESKTOP MFP	\$9,400	\$2,842	\$63	\$0.0042	\$0.0420	For Table Top & MFP's Not Requiring 11 X 17	> 40 PPM Office Color A4 MFP with Internal or External Staple, LAN, Mobile & Wireless Printing, Enhanced Scanning Capabilities.
Included Internal Finisher or Staple Feature	SHARP	MUPN12	10-SHEET INTERNAL FINISHER	\$1,435	\$361	Proposer Mo. Lease Cost above shall be for the total cash price found in cell F:14 Proposer bid price per device category for B/W and Color Click Rate (Per Page Charge), shall include all costs to meet the service level agreements as outlined in the RFP Exhibit A - SOW. Pricing shall be guaranteed for entire term.			Proposer Instructions: Total Cash Price from this Standard Category Configuration detail as calculated in cell F:14 of this price sheet, should match the Proposer bid cash price on Exhibit D - Cost Proposal Form, Sheet #1.	
Included Paper Trays	SHARP	STANDARD	(1) 500-SHEET PAPER TRAY	INCLUDED	INCLUDED				1 - Each device type cost must include all delivery, set-up and installation services along with any proposed or required software solution to implement the requirements as outlined in the RFP technical specifications. A variance of 5ppm is acceptable.	
Included Scanning Feature	SHARP	STANDARD	100-SHEET SINGLE PASS, DUAL-SCAN DOCUMENT FEEDER WITH ENHANCED SCANNING FEATURES	INCLUDED	INCLUDED				2 - Please indicate any optional accessory items not included in the Standard Category Configuration as a separate line item starting in Row 18 of this form. Please list only the items you feel appropriate to this project such as additional paper trays, finisher options, hole punch, etc.	
Any Additional Included Accessories									3 - The City will not accept pricing or terms that require a piggyback of another entity negotiated contact.	
Any Additional Included Accessories									4 - The City of Riverside does not pay property tax and thus any quoted lease payment must include terms that the City of Riverside will not be billed for any property tax on FMV leases. The City reserves the right to utilize a 3rd Party Independent lease source.	
Any Additional Included Accessories									NEMA 5-15 RECEPTACLE; 120 VAC, 60 Hz, 15 AMP	
Total Cash / Lease Price for Category #5 Standard Configuration				\$10,835	\$3,203					

Total Category Device Bid Price

Additional Accessory Options:

New Device Category	Make	Model # / Product Code	Accessory Description	MSRP Per Item	Cash Price Per Item
FAX OPTION	SHARP	MXF900	FAX EXPANSION KIT	\$855	\$174
500-SHEET TRAY	SHARP	MXCSDXL	(1) 500-SHEET PAPER TRAY	\$455	\$123
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0



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City of Riverside - Device Pricing Template RFP No. 1817

SHARP BUSINESS SYSTEMS

Exhibit C - Device Pricing Template

High Volume Printer Pricing Table

Input the standard Category Device Configuration detail resulting in a total cash price calculated in cell F:14										
New Device Category	Make	Model # / Product Code	Accessories Included	MSRP Per Item	Cash Price Per Item	60 Mo. FMV Lease Payment Per Unit	BW Per Page Rate	Color Per Page Rate	Notes	Minimum Specs
High Volume Personal BW Printer	HP	M608DN	65PPM LaserJet Pro	\$2,595	\$1,645	\$32	\$0.0160	N/A	Refresh older high volume BW HP Desktop Printers	> High Volume BW Desktop Laser Printer with 2x500 Paper Trays. LAN, Mobile & Wireless Printing. Optional envelope feeder. HP M604dn or Similar
Included Paper Trays			(2) 550-SHEET PAPER TRAY; 100-SHEET BYPASS TRAY	INCLUDED	INCLUDED	Proposer Mo. Lease Cost above shall be for the total cash price found in cell F:14			Proposer Instructions: Total Cash Price from this Standard Category Configuration detail as calculated in cell F:14 of this price sheet, should match the Proposer bid cash price on Exhibit D - Cost Proposal Form, Sheet #1.	
						Proposer bid price per device category for BW and Color Click Rate (Per Page Charge), shall include all costs to meet the service level agreements as outlined in the RFP Exhibit A - SOW. Pricing shall be guaranteed for entire term.			1 - Each device type cost must include all delivery, set-up and installation services along with any proposed or required software solution to implement the requirements as outlined in the RFP technical specifications. A variance of 5ppm is acceptable.	
									2 - Please Indicate any optional accessory items not included in the Standard Category Configuration as a separate line item starting in Row 18 of this form. Please list only the items you feel appropriate to this project such as additional paper trays, finisher options, hole punch, ect.	
						60 Mo. FMV Lease Payment Per Unit	Optional Flat Rate Fee for Non-Networked Device		3 - The City will not accept pricing or terms that require a piggyback of another entity negotiated contact.	
						\$32			4 - The City of Riverside does not pay property tax and thus any quoted lease payment must include terms that the City of Riverside will not be billed for any property tax on FMV leases. The City reserves the right to utilize a 3rd Party Independent lease source.	
						The Flat Rate Mo. Fee for non-networked devices is in lieu of the Per Page Rate charges and may be reconciled annually.			NEMA 5-15 RECEPTACLE; 120 VAC, 60 Hz, 15 AMP	
Total Cash / Lease Price for HV Printer Standard Configuration				\$2,595	\$1,645					

Total Category Device Bid Price

Additional Accessory Options:

New Device Category	Make	Model # / Product Code	Description	MSRP Per Item	Cash Price Per Item
PAPER TRAY	HP	L0H17A	ADDITIONAL PAPER TRAY		\$343
ENVELOPE FEEDER	HP	L0H21A	ENVELOPE FEEDER		\$343
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0



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City of Riverside - Device Pricing Template RFP No. 1817

SHARP BUSINESS SYSTEMS

Exhibit C - Device Pricing Template

Input the standard Category Device Configuration detail resulting in a total cash price calculated in cell F:14										Low Volume Color Printer/MFP Pricing Table	
New Device Category	Make	Model # / Product Code	Accessories Included	MSRP Per Item	Cash Price Per Item	60 Mo. FMV Lease Payment Per Unit	B/W Per Page Rate	Color Per Page Rate	Notes	Minimum Specs	
Low Volume Desktop Printer/MFP	HP	M477FDN	40ppm B/W & 60ppm Color Multi-Function Printer (PRINT, COPY, SCAN, FAX)	\$630	\$547	\$11	\$0.0160	\$0.0900	Refresh older low volume printers and MFP's	> Low Volume Color Desktop Laser Printer/MFP. With LAN, Mobile & Wireless Printing. HP LaserJet M477fdn or Similar	
Included Paper Trays			100-SHEET INPUT TRAY, 50-SHEET MULTI-PURPOSE TRAY	INCLUDED	INCLUDED	Proposer Mo. Lease Cost above shall be for the total cash price found in cell F:14		Proposer Instructions: Total Cash Price from this Standard Category Configuration detail as calculated in cell F:14 of this price sheet, should match the Proposer bid cash price on Exhibit D - Cost Proposal Form, Sheet #1.			
						Proposer bid price per device category for B/W and Color Click Rate (Per Page Charge), shall include all costs to meet the service level agreements as outlined in the RFP Exhibit A - SOW. Pricing shall be guaranteed for entire term.		1 - Each device type cost must include all delivery, set-up and installation services along with any proposed or required software solution to implement the requirements as outlined in the RFP technical specifications. A variance of 5ppm is acceptable.			
								2 - Please indicate any optional accessory items not included in the Standard Category Configuration as a separate line item starting in Row 18 of this form. Please list only the items you feel appropriate to this project such as additional paper trays, finisher options, hole punch, ect.			
						60 Mo. FMV Lease Payment Per Unit	Optional Flat Rate Fee for Non-networked Device		3 - The City will not accept pricing or terms that require a piggyback of another entity negotiated contact		
						\$11			4 - The City of Riverside does not pay property tax and thus any quoted lease payment must include terms that the City of Riverside will not be billed for any property tax on FMV leases. The City reserves the right to utilize a 3rd Party independent lease source.		
						The Flat Rate Mo. Fee for non-networked devices is in lieu of the Per Page Rate charges and may be reconciled annually.		NEMA 5-15 RECEPTACLE; 120 VAC, 60 Hz, 15 AMP			
Total Cash / Lease Price for Low Volume Color MFP Standard Configuration				\$630	\$547						

Additional Accessory Options:

New Device Category	Make	Model # / Product Code	Description	MSRP Per Item	Cash Price Per Item
PAPER TRAY	HP	LF2A72A	ADDITIONAL PAPER TRAY		\$199
ENVELOPE FEEDER	HP	L0H21A	ENVELOPE FEEDER		\$343
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0



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SHARP BUSINESS SYSTEMS

Exhibit C - Device Pricing Template

City of Riverside - Device Pricing Template RFP No. 1817

Low Volume BW Printer Pricing Table

Input the standard Category Device Configuration detail resulting in a total cash price calculated in cell F:14										Low Volume BW Printer Pricing Table	
New Device Category	Make	Model # / Product Code	Accessories Included	MSRP Per Item	Cash Price Per Item	60 Mo. FMV Lease Payment Per Unit	FMV Per Page Rate	Color Per Page Rate	Notes	Minimum Specs	
Low Volume Personal BW Printer	HP	MA02DNE	14ppm B/W LaserJet Printer Pro	\$300	\$335	\$7	\$0.0160	N/A	Refresh older personal low volume printers	> Low Volume BW Desktop Laser Printer. LAN, Mobile & Wireless Printing. HP M402dn or Similar	
Included Paper Trays			100-sheet multipurpose Tray 1; 250-sheet Input Tray 2	INCLUDED	INCLUDED	Proposer Mo. Lease Cost above shall be for the total cash price found in cell F:14			Proposer Instructions: Total Cash Price from this Standard Category Configuration detail as calculated in cell F:14 of this price sheet, should match the Proposer bid cash price on Exhibit D - Cost Proposal Form, Sheet #1.		
						Proposer bid price per device category for BW and Color Click Rate (Per Page Charge), shall include all costs to meet the service level agreements as outlined in the RFP Exhibit A - SOW. Pricing shall be guaranteed for entire term.			1 - Each device type cost must include all delivery, set-up and installation services along with any proposed or required software solution to implement the requirements as outlined in the RFP technical specifications. A variance of 5ppm is acceptable. 2 - Please Indicate any optional accessory items not included in the Standard Category Configuration as a separate line item starting in Row 18 of this form. Please list only the items you feel appropriate to this project such as additional paper trays, finisher options, hole punch, ect.		
						60 Mo. FMV Lease Payment Per Unit	Option 4: Flat Rate Fee for Non-Networked Device		3 - The City will not accept pricing or terms that require a piggyback of another entity negotiated contact.		
						\$7			4 - The City of Riverside does not pay property tax and thus any quoted lease payment must include terms that the City of Riverside will not be billed for any property tax on FMV leases. The City reserves the right to utilize a 3rd Party Independent lease source.		
						The Flat Rate Mo. Fee for non-networked devices is in lieu of the Per Page Rate charges and may be reconciled annually.			NEMA 5-15 RECEPTACLE; 120 VAC, 60 Hz, 15 AMP		
Total Cash / Lease Price for Low Volume BW Personal Printer Standard Configurati				\$300	\$335						

Total Category Device Bid Price

Additional Accessory Options:

New Device Category	Make	Model # / Product Code	Description	MSRP Per Item	Cash Price Per Item
PAPER TRAY	HP	D9P25A	ADDITIONAL PAPER TRAY		\$140
ENVELOPE FEEDER	HP	L1H21A	ENVELOPE FEEDER		\$343
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0

SHARP.

SHARP BUSINESS SYSTEMS

Customer Care Maintenance Agreement**Sharp Business Systems**8870 Argent St
Santee, CA 92071

(P) 619-258-1400 (F) 619-449-2005

Customer (S) To		
Customer Name		
CITY OF RIVERSIDE		
Mailing Address		
3900 MAIN ST		
City	State	Zip
RIVERSIDE	CA	92522
Billing Contact		
INNOVATION & TECHNOLOGY DEPARTMENT		
Phone	Fax	
(951) 826-5311		
e-mail		

Customer Location		
Customer Location/Department Name		
VARIOUS		
Location Address		
Physical Location Description		
City	State	Zip
	CA	
Key Contact		
ROSALINDA ACOSTA		
Phone	Fax	
(951) 826-5150		
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Meter Contact		
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Phone	Fax	
(951) 826-5150		
e-mail		
RACOSTA@RIVERSIDEC.A.GOV		

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT
Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes.
Sharp Business Systems is a division of Sharp Electronics Corporation.

Sharp Authorization	Date
---------------------	------

Equipment Covered			
Model	Serial Number	ID Number	Start Meter
SHARP MFP	MULTIPLE (SEE SCHEDULES)		
Model or Meter	Serial Number	ID Number	Start Meter
Model or Meter	Serial Number	ID Number	Start Meter
Model or Meter	Serial Number	ID Number	Start Meter
Model or Meter	Serial Number	ID Number	Start Meter
Model or Meter	Serial Number	ID Number	Start Meter
Model or Meter	Serial Number	ID Number	Start Meter

Additional Equipment							Start Date
Labor	Parts	Drums	S Toner	C Toner	Developer	Staples	Connect Shield
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Details of Charges	
Base Charge	
\$ 0.00	
<input type="checkbox"/> Check if Maintenance Charges are part of Lease Payment	
Base Charge Frequency	Meter Frequency
Monthly	Quarterly
Meter Allowance 1	Aggregate
0	S & W Yes
Meter Allowance 2	Consolidate
0	Color No
Meter Allowance 3	
Excess Charge 1	Term (Months)
\$ 0.004200	60
Excess Charge 2	
\$ 0.042000	
Excess Charge 3	Master Contract Number

Authorizations
Comments
REFER TO SOW EXHIBIT A&B FOR TERMS. FOR
Authorizing Contract Number
T&C, REFER TO RIVERSIDE SERVICE AGREEMENT
Purchase Order Number
<input checked="" type="checkbox"/> I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted.
<input type="checkbox"/> Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.
Print Name
Customer Signature
Date

SBS Contract Number



SHARP BUSINESS SYSTEMS

Customer Care Maintenance Agreement

Sharp Business Systems

8670 Argent St
Santee, CA 92071
(P) 619-258-1400 (F) 619-449-2005

Customer Bill To		
Customer Name		
CITY OF RIVERSIDE		
Mailing Address		
3900 MAIN ST		
City	State	Zip
RIVERSIDE	CA	92522
Billing Contact		
INNOVATION & TECHNOLOGY DEPARTMENT		
Phone	Fax	
(951) 826-5311		
e-mail		

Customer Location		
Customer Location/Department Name		
VARIOUS		
Location Address		
Physical Location Description		
City	State	Zip
	CA	
Key Contact		
ROSALINDA ACOSTA		
Phone	Fax	
(951) 826-5150		
e-mail		
RACOSTA@RIVERSIDEC.A.GOV		
Meter Contact		
ROSALINDA ACOSTA		
Phone	Fax	
(951) 826-5150		
e-mail		
RACOSTA@RIVERSIDEC.A.GOV		

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT
Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes.
Sharp Business Systems is a division of Sharp Electronics Corporation.

Sharp Authorization	Date
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Equipment Covered			
Model	Serial Number	ID Number	Start Meter
ALL HP MODEL	MULTIPLE (SEE SCHEDULES)		
Model or Meter	Serial Number	ID Number	Start Meter
Model or Meter	Serial Number	ID Number	Start Meter
Model or Meter	Serial Number	ID Number	Start Meter
Model or Meter	Serial Number	ID Number	Start Meter
Model or Meter	Serial Number	ID Number	Start Meter

Agreement Entitlement								Start Date
Labor	Parts	Drums	B Toner	C Toner	Developer	Staples	Connect Shield	
Yes	Yes	Yes	Yes	Yes	Yes	No	No	

Detail of Charges	
Base Charge	
\$ 0.00	
<input type="checkbox"/> Check if Maintenance Charges are part of Lease Payment	
Base Charge Frequency	Meter Frequency
Monthly	Quarterly
Meter Allowance 1	Aggregate
0	B & W Yes
Meter Allowance 2	Consolidate
0	Color No
Meter Allowance 3	
Excess Charge 1	Term (Months)
\$ 0.016000	60
Excess Charge 2	
\$ 0.090000	
Excess Charge 3	Master Contract Number

Authorizations	
Comments	
REFER TO SOW EXHIBIT A&B FOR TERMS. FOR	
Authorizing Contract Number	
T&C, REFER TO RIVERSIDE SERVICE AGREEMENT	
Purchase Order Number	
<input checked="" type="checkbox"/> I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted.	
<input type="checkbox"/> Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.	
Print Name	
Customer Signature	Date

SBS Contract Number

EXHIBIT "C"

KEY PERSONNEL

Company Personnel

Key Contacts

Sales & Support	888-258-2802
Sara Razi - Branch Sales Manager	
Molly Harner - Account Executive	
Brent Shoemaker – Manager, Major Accounts	
Christopher Hart – Director, Enterprise Business Group	
Anne Beck – MPS Specialist, Analyst, Enterprise Business Group	
Ken Lyons – Color Specialist, Enterprise Business Group	
Kris Sumner – Associate Field Trainer/CSR	
Jennifer Villa – Trainer, Enterprise Business Group	
James Robinson – Software Solutions Manager	

Service & Operations	877-686-5277
Jerry Jackson - VP Service & Operations	
Cherie Wright – Operations Manager	
Tosha Holmes – Contracts Manager	
Ashley McNutt – Logistics Manager	

Service & Supplies Desk	877.686.5277
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Sales & Support Staff Biographies

Dale Wedge, President

Dale leads the business with 30 years of dedicated industry experience. Dale co-owned Aztec Imaging and has been President of Sharp Business Systems since Sharp acquired Aztec in 2007. Dale understands the business needs of our customers and has successfully positioned Sharp as one of Southern California's top value-added solution providers.

Jerry Jackson, VP Service & Operations

Jerry has been with Sharp, formerly Aztec Imaging, for 12 years. Jerry specializes in providing our customers innovative and cost-effective document solutions. His 29 years of industry experience and dedication guarantees exceptional service.

Christopher Hart, Director – Enterprise Business Group

Chris has been with Sharp for 9+ years as the Director of the Enterprise Business Group. Chris coordinates all MPS, ECM, A/V, and hardware installations for major accounts in Southern California. His number one goal is to connect with each client to ensure Sharp consistently provides an unsurpassed customer experience. Major accounts include, but are not limited to: Sharp HealthCare, City of San Diego, LPL Financial, San Diego Unified School District, Los Angeles World Airports, Los Angeles Department of Water & Power and Santa Ana Unified School District.

Brent Shoemaker, Major Account Manager

Brent has been with Sharp Business Systems, formerly, Aztec Imaging for 10 years. Brent manages some of our largest accounts such as San Diego Hospice and U.S.M.C. Brent's extensive knowledge in the field coupled with his engaging personality ensures positive results.

Sarah Razi, Branch Sales Manager

Sarah has more than a decade of experience in major accounts and managed print service experience, with specific expertise in customer service, execution and major account management, enabling her to lead her clients as they focus on constantly improving their cost savings, IT services and office technology.

Molly Harner, Account Executive

Molly started selling at a Sharp dealership 25 years ago and has been selling office equipment and software solutions ever since. Molly understands how to manage Major Accounts and prides herself on creating strong business relationships with her clients.

Kristopher Sumner, Customer Service Representative and Associate Field Trainer

Kris has worked as an Account Executive and Field Trainer in the Los Angeles and Orange County area. He has demonstrated both one on one and large group trainings on Sharp's full product catalog. Kris is also responsible for developing Quarterly Business Reviews and customized reports.

EXHIBIT "D"
MASTER LEASE AGREEMENT

LESSEE	Full Legal Name				Phone Number	
	DBA Name (if Any)			Federal Tax I.D. No.		Fax Number
	Billing Address		City	State	Zip	Send Invoice to Attention of:

TERMS & CONDITIONS

This Master Lease Agreement ("Agreement") is dated as of this _____, 20____, and is by and between De Lage Landen Financial Services, Inc., 1111 Old Eagle School Road, Wayne, Pennsylvania 19087 ("Lessor") and the Lessee identified above ("Lessee").

The words "you" and "your" refer to the "Lessee" and the words "we", "us" and "our" refer to the Lessor. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have about it.

1. LEASE: This Agreement establishes the general terms and conditions under which we may from time to time lease Equipment (as hereinafter defined) to you. The terms of this Agreement shall be deemed to form a part of each Schedule (the form of which is attached hereto as Exhibit A) executed by you and us which references this Agreement. "Equipment" shall mean all items of equipment described in any Schedule. Each Schedule shall constitute a separate Lease Agreement ("Lease") incorporating all of the terms of this Agreement. In the event of a conflict between the provisions of any Lease and the provisions of this Agreement, the provisions of the Lease shall prevail.

2. TERM AND RENT: This Agreement shall become effective upon acceptance and execution by us and shall remain effective at least until the expiration of the last Lease term under any Schedule. Each Lease is effective on the date that it is accepted and signed by us, and the term of each Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated on the Lease. As you will have possession of the Equipment from the date of its delivery, if we accept and sign the Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Lease Payments will be due as invoiced by us until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to you under the Lease are paid in full. Your obligation to pay the Lease Payments and other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim. All payments will be made to us at the above address we indicate in writing. **THIS AGREEMENT AND ALL LEASES ARE NON-CANCELABLE.**

The amount of each Lease Payment is based on the supplier's best estimate of the Equipment cost including (if applicable), any installation, other related costs and estimated sales or use tax. The Lease Payments will be adjusted proportionately upward or downward if the actual total cost of the Equipment or taxes is more or less than the estimate. In that event you authorize us to adjust the Lease Payments by up to fifteen percent (15%). In addition, if we have not accepted a Lease within thirty (30) days of the date you sign the Lease, you authorize us to increase the Lease Payments to increase the implicit rate of the Lease Payments in an amount equal to any increase in the rate of two-year Treasury Notes from the date you sign the Lease until the date we accept the Lease.

3. LATE CHARGES/DOCUMENTATION FEES: If a Lease Payment is not made when due, you will pay us, within one month, a late charge of 5% of the payment or \$10.00, whichever is greater, but only to the extent permitted by law. With respect to each Lease you agree to pay us a fee of \$75.00, plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000, to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement.

4. DELIVERY AND ACCEPTANCE: You are responsible, at your own cost, to arrange for the delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to us). If requested, you will sign a separate Equipment delivery and acceptance certificate. We may at our discretion confirm by telephone that you have accepted the Equipment and this telephone verification of your acceptance of the Equipment shall have the same effect as a signed delivery and acceptance certificate.

5. SELECTION OF EQUIPMENT/DISCLAIMER OF WARRANTIES: You have selected the Equipment and the supplier from whom we agree to purchase the Equipment at your request. We are not the manufacturer of the Equipment and we are leasing the Equipment to you "AS-IS". You have selected the Equipment and we **MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** We transfer to you for the term of a Lease all warranties, if any, made by the manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT OR ANY LEASE AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT A LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE

OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER A LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

6. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You have the right to use the Equipment for the full Lease term provided you comply with the terms and conditions of the Lease. Although the Equipment may become attached to real estate, it remains personal property and you agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without our prior written consent. If we feel it is necessary, you agree to provide us with waivers of interest or liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. We also have the right, at reasonable times, to inspect the Equipment.

7. USE, MAINTENANCE AND REPAIR: You are required, at your own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and you will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become our property. You may, with our prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, you agree to remove such modifications and restore the Equipment to its original condition. If you fail to remove such modifications, we are deemed the owner of such modifications.

IN THE EVENT THE LEASE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY THE SUPPLIER AND/OR THE MANUFACTURER, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING THIS AGREEMENT AND ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

8. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT AND ANY LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. You agree that we may sell, assign or transfer any Lease and if we do, the new owner will have the same rights and benefits that we now have and will not have to perform any of our obligations and that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. Any such assignment, sale or transfer of a Lease or the Equipment will not relieve us of our obligations to you under the Lease.

9. REDELIVERY AND RENEWAL: Upon at least sixty (60) days but not more than one hundred twenty (120) days written notice to us prior to the expiration of the Lease term, you shall advise us of your intention to return the Equipment to us at the end of the Lease term. Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. If you fail to notify us, or having notified us, you fail to return the Equipment as provided herein, the Lease shall renew for consecutive sixty (60) day periods and you agree to continue to make Lease Payments at the same monthly Lease Payments as set forth in the Lease subject to the right of either party to terminate the Lease upon sixty (60) days written notice, in which case you will immediately deliver the Equipment to us stated in this paragraph.

10. LOSS OR DAMAGE: You are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves you from any obligation under a Lease. You agree to promptly notify us in writing of any loss or destruction or damage to the Equipment and you will, at our option, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with like Equipment in good repair, condition and working order, acceptable to us and transfer clear title to such replacement Equipment to us, such Equipment shall be subject to the Lease and be deemed the Equipment, or (c) pay to us the present value of the total of all unpaid Lease Payments for the full Lease term, plus the estimated fair market value of the Equipment at the end of the originally scheduled Lease term or any End of Lease Option price stated on the Lease ("Residual"), with the accelerated Lease Payments and the Residual discounted at the lesser of (a) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by us, or (b) 3% per annum (the "Present Value Rate"), whereupon the Lease shall terminate. All proceeds of insurance received by us as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of your obligations.

11. INDEMNITY: We are not responsible for any losses or injuries caused by the installation or use of the Equipment. You agree to reimburse us for and to defend us against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Agreement and the Leases.

12. TAXES: You agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Lease Payment or as billed by us. You agree that if we pay any taxes or charges on your behalf, you will reimburse us for all such payments and will pay us interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment plus a fee for our collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. Further, you will indemnify us upon demand and on a net after-tax basis against the loss (including recapture) of or inability to claim, or if we shall suffer a disallowance or deferral of, as determined in good faith by us, any Equipment ownership, or Lease-related, federal and/or state income tax benefits anticipated by us at the Commencement Date resulting from any of your acts or omissions or any inaccuracy of any statements or information provided by you.

13. INSURANCE: During the term of each Lease, you will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. You will also obtain and maintain for the term of each Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. We will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. You will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to us. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

14. DEFAULT: You are in default of this Agreement and any Lease if any of the following occurs: a) you fail to pay any Lease Payment or other sum when due; b) you breach any warranty or other obligation under this Agreement, a Lease, or any other agreement with us; c) you, any partner or any guarantor dies, you become insolvent or unable to pay your debts when due; you stop doing business as a going concern; you merge, consolidate, transfer all or substantially all of your assets; you make an assignment for the benefit of creditors or you undergo a substantial deterioration in your financial condition; or d) you, any guarantor or any partner, voluntarily file or have filed against you or it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for you or it or a substantial part of your or its assets.

15. REMEDIES: We have the following remedies if a default should occur: a) Upon written notice, declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable and sue for and receive all Lease Payments and any other payments then accrued or accelerated under a Lease or any other agreement plus the Residual (as defined in Section 10) with all accelerated Lease Payments and the Residual discounted at the Present Value Rate (as defined in Section 10), but only to the extent permitted by law; b) Charge you interest on all monies due us at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; c) Charge you a return-check or non-sufficient funds charge ("NSF Charge") to reimburse us for the time and expense incurred with respect to a check that is returned for any reason including non-sufficient or uncollected funds, such NSF Charge is stipulated and liquidated at \$25.00; and d) Require that you return the Equipment to us and in the event you fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of a Lease unless we expressly notify you in writing. In the event the Equipment is returned or repossessed by us and unless we have terminated the Lease, we will sell or re-rent the Equipment to any persons with any terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to your obligations with you remaining liable for any deficiency and with any excess being retained by us. The credit for any sums to be received by us from any such rental shall be discounted to the date of the agreement at six percent (6%) per year.

You are also required to pay (i) all expenses incurred by us in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

You agree that any delay or failure to enforce our rights under this Agreement or any Lease does not prevent us from enforcing any rights at a later time.

16. PURCHASE OPTION: Upon expiration of the Lease term, provided you are not in default, you shall have the option to purchase all but not less than all of the Equipment on the terms as indicated in the End of Lease Options checked off on the Lease. We will use our reasonable judgment to determine the Equipment's fair market value for all FMV purchase options which shall be based on the Equipment remaining in place.

17. SECURITY DEPOSIT: We will retain any required security deposit to insure the performance of your obligations. Any security deposit is non-interest bearing. We may apply any security deposit to cure any default by you, in which event you will promptly restore any amount so applied. If you are not in default, any security deposit will be returned to you at the termination of the Lease.

18. WARRANTY OF BUSINESS PURPOSE: You warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. UCC FILING AND FINANCIAL STATEMENTS: You authorize us to file a financing statement with respect to the Equipment signed by us where permitted by the Uniform Commercial Code ("UCC") and grant us the right to sign such financing statement on your behalf. The filing of a financing statement is not to be construed as evidence that any security interest was intended to be created, but only to give public notice of our ownership of the Equipment. If a Lease is deemed at any time to be one intended as security then you grant us a security interest in the Equipment and the proceeds from the sale, rent or other disposition of the Equipment. If we feel it is necessary, you agree to submit financial statements (audited if available) on a quarterly basis.

20. NOTICE: Written notices will be deemed to have been given when delivered personally or deposited in the United States mail, postage prepaid, addressed to the recipient at its address above or at any other address subsequently provided in writing.

21. UCC — ARTICLE 2A PROVISIONS: You agree that each Lease is a Finance Lease as that term is defined in Article 2A of the UCC. You acknowledge that we have given you the name of the Supplier of the Equipment. We hereby notify you that you may have rights under the contract with the Supplier and you may contact the Supplier for a description of any rights or warranties that you may have under this supply contract. You also waive any and all rights and remedies granted you under Sections 2A-508 through 2A-522 of the UCC including, but not limited to: the right to repudiate the Lease and reject the Equipment; the right to cancel the Lease; the right to revoke acceptance of the Lease; the right to grant a security interest in the Equipment in your possession and control for any reason; or the right to recover damages for any breach of warranty.

22. CHOICE OF LAW: This Agreement and each Lease was made in the Commonwealth of Pennsylvania (by us having countersigned them in Wayne, Pennsylvania); and they are to be performed in the Commonwealth of Pennsylvania by reason of the Lease Payments you are required to pay us in Pennsylvania. This Agreement and each Lease shall in all respects be interpreted and all transactions subject to this Agreement and each Lease and all rights and liabilities of the parties under this Agreement and each Lease shall be determined and governed as to their validity, interpretation, enforcement and effect by the laws of the Commonwealth of Pennsylvania except for local filing requirements. You consent to and agree that non-exclusive jurisdiction, personal or otherwise, over you and the Equipment shall be with the Courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania solely at our option with respect to any provision of this Agreement or any Lease. YOU ALSO IRREVOCABLY WAIVE YOUR RIGHT TO A TRIAL BY JURY.

23. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS: This Agreement and each Lease contain the entire agreement and understanding of the parties. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement and each Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement and each Lease.

24. FACSIMILE DOCUMENTATION: You agree that a facsimile copy of the Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of the Agreement.

LESSOR SIGNATURE	THIS AGREEMENT AND ALL LEASES SHALL NOT BE BINDING UPON LESSOR OR BECOME EFFECTIVE UNTIL AND UNLESS LESSOR EXECUTES THEM. THE LEASES ARE NOT INTENDED FOR HOME OR PERSONAL USE OR FOR TRANSACTIONS WITH AN EQUIPMENT COST LESS THAN \$1,000.	
	Signature	Date
	X	
	Print Name	
	Title	
	Legal Name of Corporation or Partnership	

LESSOR	Lessor Signature	Date
	X	
	Print Name	
	Title	
	For	
	DE LAGE LANDEN FINANCIAL SERVICES, INC.	
	Lease Number	
	Lease Commencement Date	
	Vendor I.D. Number	

105HA263V1

CERTIFICATE OF INCUMBENCY

By signing below, I hereby certify the following to _____, its successors and assigns ("Company"):

1. I am the _____ of _____ ("Customer"), a ☐ corporation ☐ limited liability company (manager-managed) ☐ limited liability company (member-managed) ☐ partnership, limited partnership, LLP or LLLP formed and existing under the laws of the state of _____ and am familiar with the policies and the officers and authorized agents of the Customer and am authorized to provide this Certificate of Incumbency (this "Certificate").

2. The individuals listed below, as applicable, in addition to those persons possessing apparent authority under the laws of the Customer's state formation/registration/organization (each an "Authorized Representative") are each fully authorized and empowered, acting alone and in accordance with the organizational documents and/or authorizations, resolutions or actions of the governing body of the Customer to enter into financing agreements and/or arrangements, and other documents, of whatever kind, amount or character executed by or on behalf of the undersigned in transacting business with Company as any one or more of the undersigned Authorized Representatives shall approve (each an "Agreement"):

NAME OF AUTHORIZED REPRESENTATIVE	TITLE OF AUTHORIZED REPRESENTATIVE	SIGNATURE (NOT applicable for electronic signature)
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additionally, each of the authorized persons named herein may execute any Agreements by the use of such person's electronic signature on any such Agreement. Each of the authorized persons named herein (i) has authorized the use of such person's electronic signature on any Agreement, (ii) has ratified the use of such electronic signature on any Agreement executed and delivered prior to the date hereof in the name and on behalf of the Company and to bind the Company, and (iii) has confirmed that each such Agreement constitutes valid, legal, binding and enforceable obligations of the Company. Lessor, and any assignee, may rely on the use of any such person's electronic signature on any Agreement without undertaking any independent investigation or inquiry as to authorization by the person electronically signing any such Agreement.

3. Company may conclusively rely on the accuracy, genuineness, and good faith of any written communication whether in physical or electronic form bearing the signature (as applicable) of any Authorized Representative listed above for purposes of entering into, modifying, providing funds for and/or relying on each Agreement. Each of the Authorized Representatives is authorized to use and communicate in physical or electronic form and to the Customer using communications in physical and electronic form. Customer shall indemnify and hold harmless Company for any loss suffered or liability incurred by it in reliance on this Certificate.

4. The authority conferred herein is not inconsistent or in conflict with any organizational documents or other applicable agreements or documents of Customer and is within Customer's power and authority. Resolutions evidencing the authorizations contained in this Certificate of Incumbency appear in the Customer's books and records.

5. Until Company receives notice in writing of any change or limitation of the authority of any Authorized Representative as designated in this Certificate, Company is authorized to rely upon the authority and power of any Authorized Representative as set forth in this Certificate. Such notice, to be effective, must be received by Company at the following address: 1111 Old Eagle School Road, Wayne, PA 19087. Such notice shall only be effective as to Transaction Documents entered into after Company's receipt of such notice and shall not have any effect on Agreements entered into prior to the receipt of such notice.

6. THE COMPANY AGREES THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES AND/OR ELECTRONIC COPY WITH ELECTRONIC SIGNATURE(S) MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

THE PERSON SIGNING IN THE SIGNATURE BLOCK BELOW MUST BE ONE OF THE PERSONS LISTED IN THE TABLE BELOW!

Customer's Type of Entity	Person Who May Sign this Certificate
Corporation	President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Treasurer, Secretary
Limited Liability Company – manager managed	Manager, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Treasurer, Secretary
Limited Liability Company – member managed	Member, Managing Member, President, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Treasurer, Secretary
Partnership Limited Partnership, Limited Liability Partnership, or Limited Liability Partnership	General Partner, Managing Partner, Partner (for Partnership only)
Individual / Sole Proprietorship	No title, Sole Owner, Sole Proprietor

IN WITNESS WHEREOF, I have hereunto signed my name as of the date set forth below:

AUTHORIZED SIGNATURE	Authorized Signature _____ (Must be a person listed above for the appropriate entity)
	Print Name _____
	Title _____
	Date _____

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name _____	DBA Name (If Any) _____
	Billing Address _____	Phone Number _____
	City _____ County _____ State _____	Zip Code _____
	Agreement Number _____	Agreement Date _____

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name _____
	Title _____ Date _____
	Name of Government Entity _____

ACCEPTED BY COMPANY	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

OPINION OF COUNSEL LETTER

Date: _____

1111 Old Eagle School Road
Wayne, PA 19087

Gentlemen/Ladies:

Reference is made to the Agreement between _____ (herein called "Company"), and _____ (herein called "Customer") for the lease or rental of _____ (equipment description). Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of _____ and is authorized by the Constitution and laws of the State of _____ to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The entering into and performance of the Agreement and the other related documents will not violate any judgment, order, law or regulation applicable to the Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or the equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Customer is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Customer, threatened against or affecting the Customer in any court or before and governmental commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Customer to perform its obligations under the Agreement.
6. The equipment is personal property and, when subject to use by the Customer, will not be or become fixtures under the laws of the State of _____.
7. All required public bidding procedures regarding the award of the Agreement have been followed by the Customer.
8. Except as provided in the Agreement, Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Payments for any fiscal period during the term of the Agreement.

YOU AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

Very truly yours,

BY: _____

PRINT NAME: _____

TITLE: _____



Master Lease Agreement Schedule
 PHONE: (800) 735-3273 FACSIMILE: (800) 776-2329
 1111 Old Eagle School Road, Wayne, PA 19087

SBS Leasing
 A Program of De Lage Landen Financial Services

LEASE COMMENCEMENT DATE _____ LEASE NUMBER _____ SCHEDULE NO. _____

This Master Lease Agreement Schedule is entered into pursuant to and incorporates the terms and conditions of that certain Master Lease Agreement dated as of _____, 20____ ("Agreement") by and between De Lage Landen Financial Services, Inc. ("Lessor") and _____ ("Lessee").

LESSEE	Full Legal Name _____ DBA Name (If Any) _____
	Billing Address _____ Phone Number _____
	City _____ County _____ State _____ Zip Code _____
	Send Invoice to Attention of _____

VENDOR	Vendor Name _____ Address _____
	City _____ County _____ State _____ Zip Code _____
	Name of Sales Rep _____ Phone Number _____

EQUIPMENT INFORMATION	Equipment Location (If not same as above) _____		
	City _____ County _____ State _____ Zip _____		
	Quantity	Model Number	Description (Attach Schedule if Necessary)

PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Sales Tax	(EQUALS)	Total Lease Payment
		+		=	
		+		=	
		+		=	
		+		=	
		+		=	
Term of Lease in Months _____					
Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Other _____					
End of Lease Option: <input type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other _____					
End of Lease Purchase Option shall be FMV unless another option is selected.					

FIRST PAYMENT	Security Deposit	(PLUS)	First Lease Payment	(PLUS)	Other	(EQUALS)	Total Payment Enclosed
	+		+			=	
*Make check payable to Lessor							

LESSEE SIGNATURE	YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT, AND IN ANY ATTACHMENTS TO THE SAME, ALL OF WHICH ARE INCORPORATED INTO AND BECOME PART OF THIS SCHEDULE. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE. YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.	
	Signature X _____ <small>(LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)</small>	
	Print Name _____	
	Title _____ Date _____	
	Legal Name of Corporation or Partnership _____	

ACCEPTED BY LESSOR	Signature X _____
	Title _____ Date _____
	Legal Name of Corporation or Partnership _____

DELIVERY AND ACCEPTANCE

AGREEMENT NAME/DESCRIPTION _____

AGREEMENT DATE _____ AGREEMENT NUMBER _____

COMPANY NAME _____

CUSTOMER	Full Legal Name _____ DBA Name (If Any) _____
	Billing Address _____ Phone Number _____
	City _____ County _____ State _____ Zip Code _____

EQUIPMENT / SYSTEM INFORMATION	Equipment / System Location (if not same as above) _____				
	City _____ County _____ State _____ Zip Code _____				
	Quantity	Model Number	Serial Number (if applicable)	Description (Attach Schedule if Necessary)	Initial Meter Reading (if applicable)

Customer certifies that all of the above described Equipment/System financed by Company has been received in good condition, installed, operates properly, and is, therefore unconditionally accepted for purposes of the above-referenced Agreement Number (the "Agreement"). Customer authorizes Company to pay the vendor for the Equipment/System.

YOU AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature _____ <small>AGREEMENT MUST BE SIGNED BY AUTHORIZED COMPANY OFFICER, PARTNER OR PROPRIETOR</small>
	Print Name _____
	Title _____ Date _____
	For _____
	<small>Legal Name of Corporation or Partnership</small>

OFFICE USE ONLY	Name of Authorized person verifying Delivery and Acceptance of Equipment _____
	Signature of Employee who made Telephone Verification _____
	Date of Telephone Verification _____

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