



March 19, 2026

City of Joliet

Contract No. 2966-0426 Managed Print Services

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City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

Xerox Business Solutions
3 Territorial Court
Bolingbrook, IL 60440

Good afternoon,

Thank you for your interest in our products and services. We are excited about our enclosed proposal for the Managed Print Services RFP. We have thoroughly reviewed your requirements and are proposing a compliant solution that will ensure the provision of copiers as well as excellent service to you and your department end users.

Our goal is to listen to you and respond with the elements you are looking for in a professional partnership, then leverage the latest technology to provide a turnkey solution that meets your needs at a competitive price. We feel the enclosed proposal demonstrates our commitment to implement standardized, cost-effective replacement devices that will provide long term value, all backed by industry leading customer service.

Our ability to continuously meet and exceed our customers' expectations rests in our care in defining measurable objectives each step of the way. An incredible level of detail goes into dimensioning our approach. Factors such as:

- Holistic approach to assessing, architecting and implementing an intelligent work solution that aligns with your goals
- Ensuring that equipment placed in City of Joliet facilities receive high quality service, maintenance and support
- A vendor with a support team in place to facilitate on-site training, billing and administrative needs

Some key consideration points include:

- Genuine OEM Parts and Supplies to maximize reliability
- Customized local billing with one simplified monthly invoice
- Vendor financial stability and good standing that ensures ability to fulfill requirements of the contract
- Local coverage with one point of contact for account management
- Online vendor portal for fleet management, invoices, meters and service date
- Factory trained and certified tenured technicians based locally
- Guaranteed service response times
- Business reviews to give stakeholders vision into fleet performance, technology utilization and service response time

We appreciate the opportunity to initiate a partnership. Thank you for your consideration of this proposal and we look forward to your comments.

Sincerely,
Jane Johnson
Director of RFP Support Team

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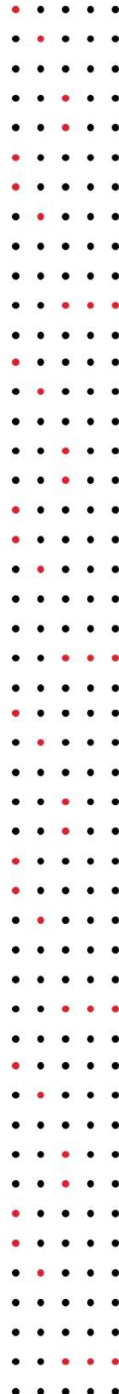
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1. Vendor Information



For decades, we have provided superior document management hardware and software solutions to businesses throughout the region. We represent the industry's leading document imaging companies offering a range of products. We have been in the document output technology business since for over 30 years, and we have been a leader in developing and staying current with new hardware and software trends for decades.

We have organically grown to provide other products and services such as Software Solutions, Production Color, Wide Format, Printing and Scanning.

Company History

Xerox Business Solutions was established as an extension of Xerox Corporation to provide localized, customer-focused service. With a legacy spanning over a century, Xerox has continuously evolved to meet the dynamic needs of businesses. Key milestones in our history include:

- **Founding of Xerox (1906):** Established as The Haloid Photographic Company, later becoming Xerox Corporation, pioneering the photocopier industry.
- **Introduction of Laser Printing (1970s):** Revolutionizing document management with high-speed printing technology.
- **Expansion into Digital Solutions (1990s-2000s):** Integrating software and cloud-based document management tools.
- **Creation of Xerox Business Solutions (2010s-Present):** A network of regional subsidiaries providing specialized support to businesses of all sizes.

Our history reflects a commitment to innovation, adaptability, and excellence in delivering business solutions.

Company Values:

Since our inception, we have operated under the guidance of six core values:

- We behave responsibly as a corporate citizen
- We succeed through satisfied customers
- We deliver quality and excellence in all we do.
- We require premium return on assets.
- We use technology to develop market leadership.
- We value our employees.

Company Profile

Xerox Business Solutions, LLC
A Subsidiary of Xerox Corporation
Years in Business: 30+ Years
D&B #: 849852389
TAX ID: 59-3247752
Number of Employees: 551
Headquarters: 401 Merrit 7
Norwalk, Connecticut 06851
Main Phone: (800)797-7307
Parent Company: Xerox
Total Employees: 22,000

Key contact authorized to respond to questions regarding this proposal and contract negotiation:

Jane Johnson
Director of Strategic Accounts
Main Phone: (814) 360-7895
Email: jane.johnson@xerox.com

Local Branch and Key Account Management Support Team

3 Territorial Court
Bolingbrook, IL 60440

John Benjamin
Major Account Executive – Education/Government
John.Benjamin@xerox.com
815-954-3403

Qualifications

Xerox Business Solutions brings a wealth of expertise in document management, digital transformation, and managed print services. Our qualifications include:

- **Industry Leadership:** With decades of experience, XBS is a pioneer in business technology solutions, consistently driving advancements in document management and automation.
- **Comprehensive Service Offerings:** From managed print services to cloud-based document solutions, we provide end-to-end support to enhance workflow efficiency.
- **Certified Professionals:** Our team consists of highly trained specialists certified in various technologies, ensuring expert consultation and service delivery.
- **Strategic Partnerships:** We collaborate with leading technology providers to integrate best-in-class solutions tailored to specific business needs.

Xerox Business Solutions ensures that the above values are the forefront of all business actions by ensuring customer satisfaction, improving processes, committing to our goals and providing innovative ways to achieve them. Our local autonomy and leadership enable us to be a single-source solution for every facet of document imaging. This combination provides your business with both the credibility of a worldwide corporation and the reliability of a locally owned company. With our product and solution experts, professional service team, expert local billing department, and tenured account management team, we are the number-one solution you have been looking for in a partner.

Experience

With decades of experience serving industries such as healthcare, education, government, finance, and legal, XBS has successfully implemented solutions for organizations of all sizes. Our expertise includes:

- **Managed Print Services (MPS):** Reducing costs and improving efficiency through print fleet optimization and secure document management.
- **Workflow Automation:** Implementing intelligent automation solutions to streamline operations and eliminate manual inefficiencies.
- **Cloud-Based Document Solutions:** Enabling secure access to documents from anywhere, ensuring seamless collaboration.
- **Cybersecurity & Compliance:** Providing secure printing and document management solutions that meet regulatory requirements.
- **Customer-Centric Approach:** A track record of long-term partnerships built on reliability, innovation, and continuous support.

References

Contact Information

Joliet Junior College

Matt Stephenson, Director of Business and Auxiliary Svcs. / 815-280-6640

Matt.stephenson@jjc.edu

Scope: We provide support and service for the fleet of Xerox and HP printers(approx. 210 devices), PaperCut software, and high-quality production printers.

Joliet School District 86

John Armstrong, Director of Technology and Innovation Svcs. / 815-740-3196

jarmstrong@joliet86.org

Scope: We provide support, service, and upgrades for the fleet of Xerox and HP printers(approx. 90 devices), PaperCut software, and high-quality production printers.

City of Berwyn

Gema Romero, IT Support Manager / 708-788-2660

gromero@ci.Berwyn.il.us

Scope: We provide service and upgrades for the fleet of A4 printing devices(approx. 35 devices)

A LOCAL PARTNER YOU CAN RELY ON

Local Presence, National Reach and a Global Identity



Xerox Business Solutions Office

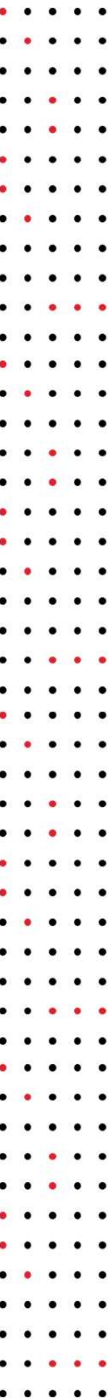


Network Operations Center

Our teams are passionate about creating local relationships that go beyond a simple product. We are committed to guiding local businesses of all types and sizes towards making a digital transformation in the way they work.

Xerox Business Solutions provides a level of local account management that cannot be beat.

2. Understanding of the City of Joliet RFQ



Understanding of the City of Joliet RFQ

XBS understands the City of Joliet's requirements:

- Single-vendor MPS covering all departments and satellite offices.
- Accurate device inventory and mapping.
- SLA-driven service and supply fulfillment.
- Detailed reporting and optimization recommendations.
- Smooth implementation and account management processes.

Xerox Business Solutions commits to providing a solution that meets all technical and operational requirements, including SLA compliance and optimization recommendations..

3. Service Specifications



Service Specifications

Xerox Business Solutions Full Service Maintenance Agreement is a comprehensive program for all your document printing, supplies, maintenance and service for your Production, MFP and Printer devices. At Xerox Business Solutions, we manage over 329 million impressions per month including over 44 million prints from our customer's printer fleets.

From comprehensive network and software support, to 24/7 online assistance, online training videos and quick, responsive on-site coverage, you can count on us for a variety of service options to meet your needs. Every option is backed by a team of experienced support personnel who are equipped with the latest skills, tools and technology. Once implemented, Xerox Business Solutions Managed Print Services provides an optimized print environment, reducing your total cost of ownership and increasing faculty and staff productivity.

Comprehensive Maintenance

Our maintenance includes:

- All supplies (excluding paper)
- All replacement parts
- All labor associated with break/fix of MFPs
- All preventative maintenance, device cleaning etc.
- **4-6 hours average service response time depending on the geographical location of the device, 95% Uptime measured across the fleet.**
- Remote service for "I can't print" issues for quicker resolution, driver configurations and training.
- Proactive monitoring of fleet devices
- Helpdesk integration
- Xerox Business Solutions eXpress Services including supply monitoring and replenishment
- In-service and on-going on-site training of MFP features by Xerox Business Solutions trainer(s).
- Business reviews of performance metrics

Predictive Fleet Maintenance

We have the capability to monitor toner levels remotely and proactively order and send supplies when levels are low. All networked MFP devices will be set up on the Xerox Remote Services system. This data is transmitted securely to Xerox's servers over the internet, allowing for real-time monitoring. The system can trigger alerts for low toner levels and may even automate the ordering process, ensuring businesses maintain efficiency and reduce downtime.

Meter Reading

We have the capability to collect meters automatically through all Networked devices using Xerox Device Agent. This can be viewed by City of Joliet in the vendor portal.

Invoicing

Xerox Business Solutions will provide a monthly invoice for all equipment and shall include items specified by City of Joliet :

- Invoice date and number
- Purchase order number
- Separate Location, make, model and serial number for each copier billing
- Current and previous reading
- Date of meter reading

Service Call Escalation

Proactive Action Plan

All units that require 3 service calls in 30 days are flagged in our system and escalated to the service manager and reviewed on a weekly basis. Additional resources such as team-leads, network technicians, and/or manufacturer support are dispatched to resolve reoccurring issues. Problematic units are identified, along with each unit(s) service history during the Business Review by the Service Manager.

Project Fulfillment Guarantee

Our Full Service Maintenance Agreement is backed by our customer driven “Common Sense” Total Satisfaction Program. During the business reviews (QBR's), the project managers, major account customer care representative, Service manager and account manager review the performance of the fleet and measure our results against the response time for the fleet.

Warranty

Xerox devices come with a 90-day manufacturer's warranty from the date of shipment. Additionally, Xerox Business Solutions offers comprehensive service pricing for the duration of the contract, encompassing supply and parts consumables, along with labor costs.



-

Discover the power of Xerox® Device Agent.

Painlessly detect and monitor all your office and multifunction print devices with one tool.



The Xerox® Device Agent features a built-in alert detection system and has the capability to send an e-mail message to an appropriate user when certain conditions exist in the monitored devices. It also provides clear and concise status of all networked printers.

KEY CAPABILITIES

- **Discover** Xerox® and non-Xerox® Printers and Multifunction Printers.
- **Printer identity** (i.e., model, serial number, manufacturer, etc.) Printer properties (i.e., input trays, output bins, serial number, etc.) Monitor printers and MFPs for status and alert conditions.
- **Printer status** including overall state, detailed status, UI messages, etc. Notify users via e-mail when faults occur.
- **Proactive Automatic Supplies Replenishment** and consumable capacity levels including; toner, fusers, drums, toner waste bottles, print cartridge and additional device unique parts.

- Provides fleet data to our Fleet Management Portal Tool.
- Supports TCP/IP protocol suite (SNMP, TCP, UDP, IP, NIC details).
- The application supports industry-SNMP MIBs for network printers; however, the amount and type of management that it can provide is dependent on the printer's level of conformance to those standards.

Xerox® Device Agent Application Basic Requirements

- PC or Server connected on the same network as the Printer/MFD
 - PC running on Windows 10, or 11
 - Windows server running on 2016-2022
 - 1.7 GHz Processor or better & 2.5 GB of RAM or higher
- .Net Framework 4.8 or greater (Full Version) Installed
- Admin access on the PC/Server where the application will be installed
- Ports 80 or 443 for outbound communication
- Port 161 (SNMP Protocol) traffic must be routable across the LAN or WAN

Firewall Settings

XEROX® DEVICE AGENT

- office.services.xerox.com
- transactions.services.xerox.com
- ws.services.xerox.com

DEVICE DIRECT

*.support.xerox.com

XEROX® FLEET MANAGEMENT PORTAL

Xerox® Fleet Management Portal uses the data being monitored by Xerox® Device Agent to provide our customers with an intuitive, easy-to-use information portal, which provides our customers with an interactive dashboard for monitoring networked devices equipment status, consumable status, and meter readings for an entire fleet. Through the Fleet Management Portal users can order supplies, report technical incidents, and check on service order updates.

For additional information please download the:
[Xerox Device Agent Security & Evaluation Guide](#)

Fleet Management Portal

For operations managers who are accountable for ongoing fleet operations, the Fleet Management Portal and Dashboard offers critical insight.

Key Attributes:

- Turnkey setup and configuration
- Direct view into printer fleet in real-time
- Powerful printer & incidents grid
- Role segregation and configuration includes segregation by agent, customer and users
- Configurable and built-in panels
- Minimal administrative or management effort required
- Dashboard and the Account Key Metrics on homepage viewed at login (Partner)
- Multi-function drop down navigation bar
- Simplified Content panels
- Improved viewing across whatever devices you might be using to display the portal

Fleet Management Dashboard:

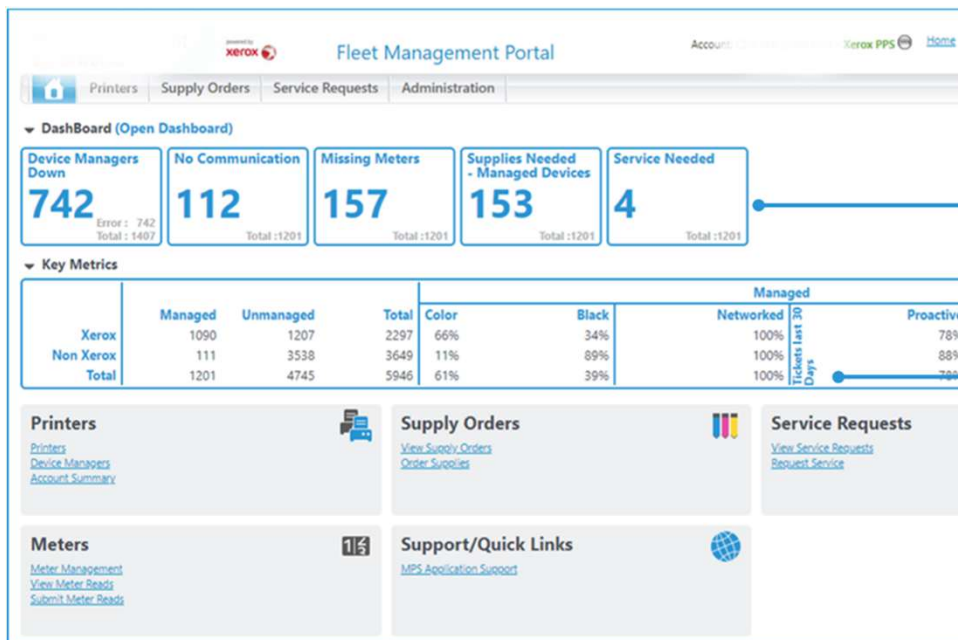
- Authorized users can assess the health of the print infrastructure at any point in time
- Enter meter reads
- Request service
- Order supplies
- Quick links to other sites like Reporting and Documents (configurable)

Print Security Dashboard:

- Provide simple, easy-to-comprehend compliance results
- Take action on any non-compliant device or setting right from an interactive layer inside the dashboard, allowing for quick adjustments to any fleet
- Export any data so that it can be viewed outside of the application and brought into another format, such as Excel
- Provide a customer view of the dashboard in order to provide “proof” of compliance, without providing the ability to make any device changes; this access/view helps to prove that a fleet is in compliance with supporting real-time data

Service Performance Dashboard:

- Drill down to any region in your fleet for a detailed view
- Review device availability, volume, and more
- Use real-time data to analyze uptime and usage, and justify new printer purchases, relocation, or consolidation



- Device Management tools manage connectivity for many print devices
- Meter collection is key to supplies calculations and billing
- Supplies replenishment is key to ensuring customer satisfaction
- Reacting quickly to service needed

- If the asset is “unmanaged,” would it be better under a managed contract?
- Would it be beneficial to convert “Black and White” devices to color?
- The goal should be 100% networked devices to ensure proactive management

Printers									
Supply Orders Service Requests Administration									
All Printers Default Filter									
Actions Serial Number									
Customer									
	Status	Incident	Model	Serial Number	Black	Cyan	Magenta		
View	Up and Running		Color LaserJet Enterprise M553 Series	CH8CH951BW					
View	Up and Running		M5810 Series	40636C6600MGB					
View	Up and Running		Deskjet 6900 Series	MY7C42R06M04YX					
View	Toner/ink Low	In Progress	WorkCentre 7325	XXXA08460					
View	Up and Running	Complete	WorkCentre 7545	XXP542530					
View	Input Tray Empty, In...	Complete	AltaLink C8070-PGPK	6T8437149					
View	Toner/ink Low, Input...	In Progress	WorkCentre 7970	B0W591553					
View	Input Tray Empty, In...	Complete	WorkCentre S890	EX9298280					
View	Low Paper, Input Tra...	Complete	WorkCentre S945	A2M626739					
View	Toner/ink Low, Input...	In Progress	WorkCentre 7845	M5X4779441					
View	Intervention Required	Complete	WorkCentre 7845	M5X4778695					
View	Up and Running	Complete	ColorQube 85800N	T2B048325					

- Multi-tenant / Multi-customer
- Comprehensive Fleet View
- Real-time printer status – Up and running, error state, no response
- Links to Xerox.com KnowledgeBase
- Printer-specific Incident Management
- Integrated supplies/service status, ordering, and fulfillment
- Meter management
- Remote diagnostics
- Grid sort, filter, search

Preventative Maintenance Plan

The Total Call Commitment “TCC” is the service methodology Xerox Business Solutions performs to provide its clients superior service. The “TCC” program treats every call as a preventative and proactive call.

This means going systematically over the entire machine, not just the obvious problem area, or a subassembly (finisher, duplexing unit, paper feed units or document feeder), rather all aspects of the system are evaluated; from the paper input section of the machine through the entire system and all subassemblies. This proactive way of servicing has drastically increased our MCBC’s (mean copies between service calls) and lowered overall customer downtime which results in higher customer satisfaction and maximum ROI.

The PM cycle (call initiation) is a “reactive” way of conducting service that forces the technician to respond to the machine breaking down in between PM’s, otherwise known as the Band-Aid fix. Since technicians generally do not replace parts normally associated with the PM replacement schedule, repairs are only focused on the area of concern (specific to the problem), which initiated the call and nothing more. This “keep the machine running” until the PM light comes on approach over time dramatically reduces the total life expectancy of a machine, degrades the machine’s overall performance, and lowers the copy quality standards achieved by the “TCC” program.

LifeCycle Management

Typical machine life is based on usage, and is estimated at 60 months, and between 1.2 - 9 million copies for each model. This varies based on usage, operating environment and maintenance. The number of copies or prints between service calls on a digital color copier / printer is highly dependent on customer expectations of quality and the use of applications and throughput materials. At an average usage of 10,000 copies or prints per month, it is expected that service will be required about once every 24 weeks. Volumes higher than this could result in more frequent service. For B8000 series, an estimated 3-4 calls per year with approximately 20,000-50,000 pages between calls.

Value Beyond Cost Savings

Xerox Business Solutions Managed Print Services delivers benefits in many areas:

- We address environmental sustainability, finding innovative ways to eliminate unnecessary printing and reduce your carbon footprint, usage and waste. We enhance information security to protect your most valuable information and avoid the costs of lost intellectual property and PI.
- Through our Smart eSolutions, we monitor, maintain and manage your print environment.
- On-site technician feedback to summarize completed work & identify escalation if needed.

Solver AI Chatbot

Enhancing the support experience, Solver, our advanced AI chatbot, is now available at xerox.com and through the Xerox Easy Assist App. Solver provides immediate and insightful answers to technical and supply inquiries, ensuring prompt and efficient assistance. Combining innovative generative AI with Xerox’s technical expertise, Solver offers 24/7 support across 18 countries in six languages: English, Portuguese, Italian, German, French, and Spanish. Whether you need quick access to resources or immediate help, Solver delivers personalized support, from technical troubleshooting to supply management and recycling.

Technical Support

Technical Support Department Overview

Xerox Business Solutions will provide remote support with a certified Helpdesk/Copier Analyst with remote access software during normal business hours, Monday through Friday 7:00 am to 6:00 pm local time.

Requests for break/ fix service may be made through the following channel categories:

- Xerox Business Solutions Webpage www.xeroxbusinesssolutions.com/en-us/0024-service-request
- Xerox Business Solutions Technical Support Hotline: 1-800-442-9070

The Xerox Business Solutions Call Center Representative act as a single point of contact for all IT and Copier service related issues and provide support for:

- Reconfiguration of required network protocols (TCP/IP, DNS, etc.).
- Reconfiguration or installation of any additional print drivers needed for any new computers or print servers added after the initial install.
- Reconfiguration or setup of scan to folder options (SMB or FTP).
- Reconfiguration or setup of scan to SMTP/Exchange services. Scan to email requires an on-site email server that is customer owned/maintained or any email services provided by the customer and must be setup and activated prior to service. "Free" email servers and POP3 email accounts are not supported.
- Provide basic image quality recalibration for all print and copied documents.
- Provide fax service troubleshooting.
- Remote diagnostic of system fault codes.

Xerox Business Solutions can even assist your helpdesk with all necessary information or resources needed to resolve any issue. If our Helpdesk analyst cannot resolve any issue within a timely manner or determines that a Network Analyst is required on-site, one will be dispatched to the location. Physical network connections, cabling and network administration is provided by the client.

Value Added Service

Normal business hours are Monday through Friday 8 am to 5 pm local time. A Xerox knowledge base of FAQs and resolution instructions are available online 24/7. A link will be provided through City of Joliet portal. Xerox Business Solutions can provide after hour, weekend and holiday on-call service with advance notice for an additional fee. Xerox Business Solutions will always try to resolve an after hour customer issue by contacting its staff member(s) and communicating back to our customers. Service level metrics including number of helpdesk calls, service calls, turnaround times and fleet uptime will be presented at Business Meetings.

Holiday and after hours service is provided at the following rates:

Monday– Friday after 5pm	\$180/ hr
Saturday & Sunday until 5pm	\$180/ hr
Sunday after 5pm	\$240/ hr
All Holidays (all day)	\$240/ hr

Holiday and after hours service requires 48 hours advance notice in order to schedule a technician to be on-call. If service is not required during the on-call period, a minimum charge of \$50/ day will apply for the on call service.



Seamless Support, Every Step of the Way

Thank you for choosing us as your technology partner. Since the day our doors first opened, we have helped thousands of customers grow and realize their organizational goals through complete document management services and workplace technology. We are privileged and excited to be in business with you. Using the resources below, you can get technical support, order supplies, and report meter reads—all without leaving your desk.

TRY OUR ONLINE WEB FORMS FOR SERVICE, SUPPLIES, AND METER READS

www.xeroxbusinesssolutions.com

1. Click on Find a Xerox Business Solutions office near you.
2. Select your state.
3. Under your local office, select the appropriate request form.

PHONE

XBS Midwest: (800) 442-9070

ONSITE SERVICE STATUS

www.xeroxbusinesssolutions.com/repairstatus

Find out more at xeroxbusinesssolutions.com

Technical Support

At Xerox Business Solutions, we understand that reliability is crucial to productivity and reaching your company's goals. When an issue arises, the below steps will be taken to ensure devices are operational as soon as possible.

The Xerox Business Solutions Helpdesk/Copier Analyst team will accept incoming requests from clients and quickly help confirm the problem and attempt to solve the issue remotely. Most service requests that come in can be solved by our Helpdesk/Copier Analysts. If needed, a Xerox Business Solutions team member will dispatch an on-site technician and provide an ETA.

The certified technician will arrive and re-confirm the issue with the machine, and go through the below steps:

- Have the customer demonstrate the problem, if possible
- Ask for defect samples
- Confirm if there are other issues with machine
- Attempt to replicate the problem with machine firsthand
- Check overall operation of machine and identify any other issues

The technician will then obtain, and document Meter Reads and Fault Codes and print out a Configuration Report if available. They will also review the Service Log and fault history and check High Frequency Service Items (HFSI) status.

After the initial review and diagnostics, our service technicians will give City of Joliet an estimated service time and begin repairing the device.

Once the device is operational, the technician will thoroughly test to confirm the machine is repaired and all components are in good working order.

Next, the technician will fill out the service log with all applicable information about the service visit, which will be will available to City of Joliet on the vendor portal. They will also ensure the machine and work area are clean, gather any parts for return, and verify all supplies are at appropriate levels.

Last, City of Joliet will be able to test the machine to ensure the issue has been resolved. Our service technicians will then explain the solution(s) and provide training where possible to prevent future calls.

If the device cannot be fixed within the first on-site service call, the below escalation will be used:

- The Xerox Business Solutions service technician will suggest any possible workaround for the interim, and perform as much of the call as possible to uncover and resolve any other issues
- The next steps, such as timeframe, parts, and escalation will be communicated clearly to City of Joliet
- In the event a device is determined to be unrepairable, Xerox Business Solutions (XBS) will replace the device with a like-for-like model or equivalent. The replacement device will assume the same monthly payment amount and remaining lease term as the original device, with no change to the existing lease end date.

Service Technician Training

All of the service technicians are trained by our 3 Xerox certified trainers representing 65 years of industry experience and have a combined 40 years of training experience.

All training is conducted in a classroom, with a hands-on format. This gives each technician the opportunity to learn both the theories of how the equipment in each device works, and also how to properly troubleshoot the equipment. This gives our service technicians the hands-on experience necessary to address any issues they might encounter in the field.

All of our technicians are trained and evaluated throughout their career to ensure they have the latest, most comprehensive information about the equipment and devices they work on.

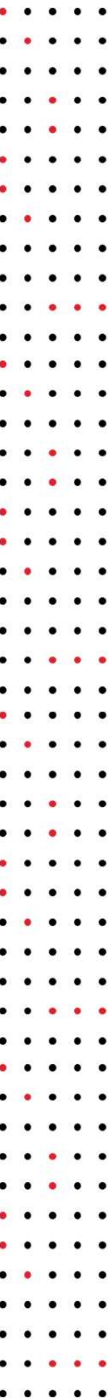
In order to service Xerox Business Solutions devices, each technician must successfully complete:

- The Service Academy Course—This course teaches all of the basics of our service and devices.
- IT Instructional Course—This course keeps service technicians up to date on the latest technologies they may encounter in the field. This is required upon employment, but it is an ongoing class as our devices and technologies update.
- Xerox Certification Program—Upon completion of all the above training, service technicians must also successfully complete the Xerox Certification on each device they will be servicing.

All of the above courses and certifications are required to provide each technician with the knowledge and skills to provide efficient and quick resolutions to any customer challenges.

We have a stringent support process in place should our technicians face any unusual problem in the field. Technicians have a team of subject matter experts to consult with and bring on-site, if necessary, in order to resolve these issues quickly and completely.

4. Implementation



Next Steps

Implementation Schedule

EVENT	DATE	NOTES
Award Date	TBD	City of Joliet Committee or Board of Trustees
Verify Equipment to Order	TBD	Confirmation of configurations with City of Joliet Committee or Board of Trustees
Contract Execution	TBD	
Implementation Meeting	TBD	Space and electrical verifications
All devices to be inventoried and labeled with a unique number	TBD	5-7 days from order date
Order Replacement Devices, if applicable	TBD	
Commence Installation Hardware, if applicable	TBD	1-2 days estimate based on location availability. 48 hour notice to be provided.
Complete Installation & Training, if applicable	TBD	All equipment in place and operational
Follow-up Survey	TBD	Identify areas for retouch/retrain
On-Going/Refresher Training	On-going	Available throughout term of agreement
Launch online Account	TBD	Populate portal with asset data and contracts
Business Reviews and Monthly Reports	TBD	Review Performance Levels and response times as needed

Upon award, a further customized implementation schedule will be negotiated with City of Joliet .

All devices to be delivered and fully operational by the required dates established by City of Joliet .

Resources

Roles and Responsibilities for Implementation

Director, RFP Support Team— Point of authority for central administration, contract, finance and project management. Responsible for ensuring RFP objectives are met, Service Level Agreement is upheld and long-term initiatives are implemented.

Major Account Executive-Education/Government—Acts as Primary Account Manager. On-site to ensure implementation benchmarks are being met. Main on-going point of contact that will work with all internal resources to meet needs. Ensures Business Reviews are set and that all parties are present.

Transition Manager—Project Coordinator responsible for transition, change management, overseeing implementation of future state process, account management and performance reviews. Responsibilities include executive level feedback including ETA's and milestones during implementation. Also, coordination of service and delivery teams for City of Joliet locations.

Director, Technology Sales—Responsible for scope of work of enterprise software integration, developing reporting model and cost reduction initiatives. Responsible for coordinating strategic software provider partners.

Director, Service—Will coordinate delivery teams with timeline expectations, on-site technical staff and inform trainers.

Call Center Supervisor—Ensures integration of City of Joliet helpdesk with Xerox Business Solutions call center. Initiates remote support for end-users through defined escalation procedures.

City of Joliet IT and MIS—Will be responsible for working with Xerox Business Solutions for IP addresses, LDAP information etc or new MFD devices. Also responsible for working with Xerox Business Solutions on print server consolidation, software installation and co-authoring SOWs.

Training

At Xerox Business Solutions, we understand the difference between having the latest technology and making the full use of that technology to realize your company's goals. Xerox Business Solutions has the most complete multi-tiered training program available to maximize your return on investment while offering on demand training for added convenience and flexibility.

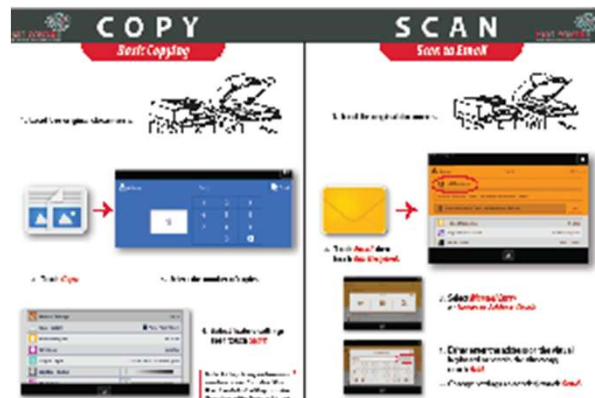
Training and Education will be directed to all levels of the organization to enable effective device usage and full awareness of device capabilities. Xerox Business Solutions will provide trainers for City of Joliet during implementation. This will vary based on City of Joliet 's needs and schedule. Upon award, a more detailed plan will be coauthored between City of Joliet and Xerox Business Solutions

Our training plan is provided free of charge and includes:

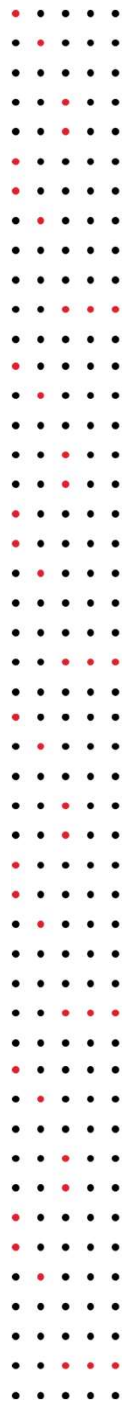
- Notifications to end-users of upcoming training
- "In-service" classroom style training (locations within Xerox Business Solutions geography) that shadow the installation team to provide on-site immediate hand-on demonstrations of new devices and procedures for contacting service/ supplies
- Follow-up training on-site for all users including advance features. This may be applied to new hires, refresher training or other needs-based trainings.
- 24-7 training videos, step-by-step user instructions and FAQ's for contracted products via online portal (see below)
- Custom training manuals or posters as needed for high volume and/ or large user areas
- Workflow application training
- On-site and webinar training for Managers and Accounts Payable department on usage report generation
- Helpdesk training on call escalation procedures and online portal usage
- Administration training online portal usage

Xerox Business Solutions also has a comprehensive training program that can be accessed at your convenience 24 hours/ day. The training may be taken all at once which is recommended if the machine is new, or you may simply look for information on a specific feature. Additional information and instruction are also available through Xerox.com on the support, documentation and video tab:

<https://www.xerox.com/en-us/about/online-training>.



5. Account Management Specifications



Account Management Specifications

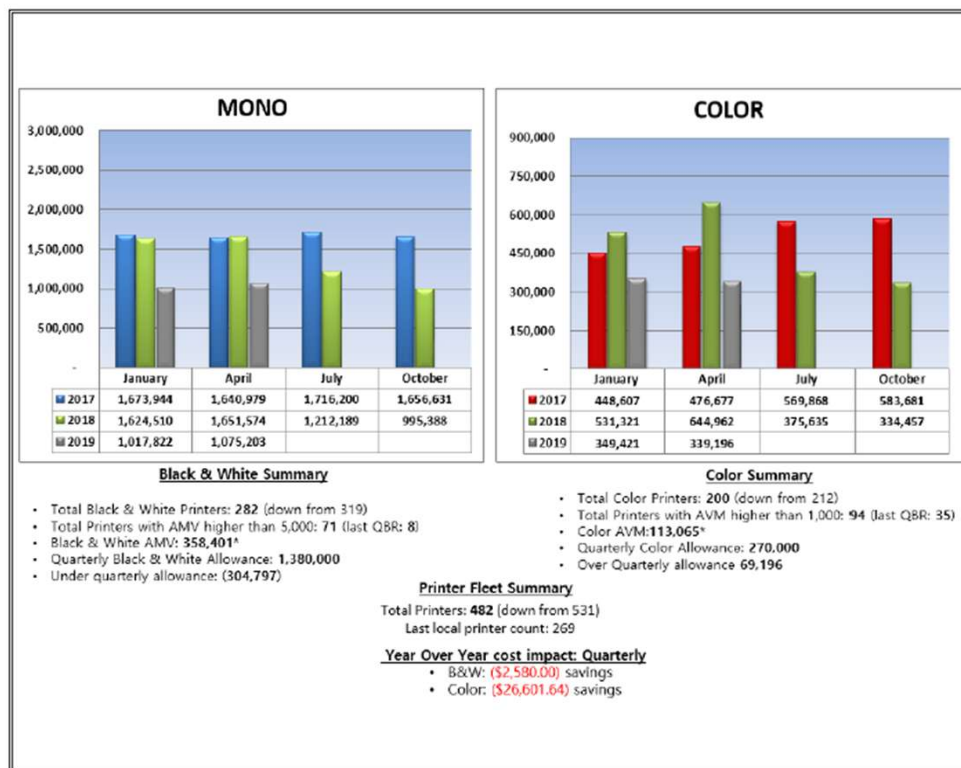
At Xerox Business Solutions, we strive to develop long term business relationships with our customers. Our business review meetings with our clients ensure that we are performing at the highest possible level of support and are meeting your objectives.

How it works: volume usage data is gathered using an automated data collection tool or manually. We collect service call information from our service databases. Your major account executive compiles this data into an executive style presentation.

The following are among items are discussed regularly during our business reviews:

- Review service guarantees, response times, guaranteed up-time, security patches etc.
- Discuss changes in volumes and implement necessary changes in hardware or supply levels
- Discuss additions or removals of devices.
- Discuss any changes in applications, business models, and best practices for end-user needs
- Present any new technologies, ideas for cost savings or workflow solutions
- Both parties sign off to verify "Commitment to Action Items"
- A consolidated meter reading report will be provided for each location including service performance uptime and calls.
- Detail quarter over quarter total cost of ownership (varies based on how often reviews are conducted).

In addition, your Major Account Executive will also be providing you with the reporting and inventory mapping as requested in the RFQ.



6. Attachment 1- Proposal Form

One Time Implementation Price for New Devices

One Time Implementation Price for New Devices (Column D Total)	Purchase Price	36 Month Lease Price
Total One-Time Price for New Devices	\$8,778.23	\$289.63/month

Service and Supplies Price

Annual MPS Price (Column B)	Monthly Price	B/W CPC	Color CPC
For Xerox A3/A4 Devices	**\$2,720.00/month	\$0.0075/ovgs	\$0.07/ovgs
For HP/Lexmark A4 Devices	N/A	\$0.01	\$0.10

****For the Xerox devices, they have a monthly allowance of 120,000 BW and 22,000 Color**

Additional Professional Service Fees

Additional Professional Service Fees	Price
Additional Professional Services Fees	N/A

Total Cost Summary

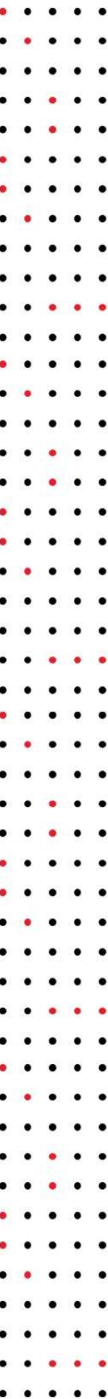
Total Cost Summary	Price
One-Time Implementation Price for New Devices (Purchase Price)	\$8,778.23 (289.63/mth)
Total MPS Price for 3 Years (\$2,720.00 x 36 months)	\$97,920.00
Additional Professional Services Fees	N/A
Grand Total for 3 Years if New Devices are Purchased	\$106,698.23

****Grand total does not reflect the CPC charges for the HP/Lexmark Devices or overage charges for the Xerox Devices**

Terms and Conditions

- All equipment proposed is 100% new current models.
- Pricing is based on City of Joliet signing a non-cancellable lease
- Includes delivery, installation, network analyst services and unlimited training for the duration of the contract.
- Includes all OEM toner, parts and service with the exception of paper.
- Includes all new software releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 web-based support.

7. Attachment 2 – Monthly Breakdown



Replace (yes/no)	Monthly Unit Cost	Manufacturer	Model	Site Location	Location
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	City Hall	150 W Jefferson St, Attn: CH - Legal Dept, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: Public Works - 2nd Flr, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7025	City Hall	150 W Jefferson St, Attn: City Mgr Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson St, Attn: Mayor Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	City Hall	150 W Jefferson St, Attn: Outside PW Eng Ofc, Joliet, IL 60432
no	N/A	Canon	Oce, ColorWave3600 R6.0, EmCon R6.0, Network interface	City Hall	150 W Jefferson St, Attn: CH Planning, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	City Hall	150 W Jefferson St, Attn: CH - PLANNING, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson, Attn: Purchasing, Joliet, IL 60432
Yes		HP	HP LaserJet P4014	City Hall	CH - 1ST FLOOR - BUILDING PERMITS & PLANNING - COVE OFF RECEPTION, 150 W Jefferson ST, JOLIET, IL, 60432
Yes		HP	HP LaserJet P4014	City Hall	150 W Jefferson St, Attn: Inspections by Jake Glavan desk, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8055	City Hall	150 W Jefferson St, Attn: Copy Center, Joliet, IL 60432
Yes		HP	HP ColorLaserJet MFP M278-M281	City Hall	CH ENGINEERING DEPT, 150 W JEFFERSON ST, JOLIET, IL, 60432-4158
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: City Clerk Office, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: Accounting Dept, Joliet, IL 60432
Yes		HP	hp LaserJet 4250	City Hall	CH - 1ST FLOOR - MANAGEMENT & BUDGET - COLLECTION DESKS, 150 W Jefferson ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8245	City Hall	150 W Jefferson St, Attn: Neighborhood SVCS, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson St, Attn: HR, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: Inspections Services, Joliet, IL 60432
no	See Notes on Tab for New Devices	HP	HP LaserJet M507	City Hall	CH COMMUNITY ECONOMIC DEVELOPMENT, 150 W Jefferson ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson St, Attn: Inspections Permits, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson St, Attn: Building Services, Joliet, IL 60432
Yes		HP	HP LaserJet P4015	City Hall	CH - 2ND FLOOR - UTILITIES & PUBLIC WORKS ADMINISTRATION, 150 W Jefferson ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8145	City Hall	150 W Jefferson St, Attn: Customer Service, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	City Hall	150 W Jefferson st, Attn: Council Chambers, Joliet, IL 60432
Yes		HP	HP Color LaserJet CM2320fxi MFP	Union Station	CH- UNION STATION - OFFICE, 50 E JEFFERSON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	Union Station	50 E Jefferson St, Attn: Union Station - Blain Kline Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: PD Records-Window, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	JPD Central	150 W Washington St, Attn: JPD Investigations by front door, Joliet, IL 60432
no	See Notes on Tab for New Devices	Lexmark	Lexmark MS821dn	JPD Central	150 W Washington St, Attn: JPD Jail Finger Printer, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD Jail Main, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD-Investigations Center Fl, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD Invest Supervisors, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink B405	JPD Central	150 W Washington St, Attn: PD 911 Admin Ofc, Joliet, IL 60432
Yes		HP	hp LaserJet 4250	JPD Central	PD - 2ND FLOOR - TRANSCRIBE AREA, 150 W WASHINGTON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Lexmark	Lexmark MS810	JPD Central	PD - 1ST FLOOR - JAIL - ADULT BOOKING (FINGERPRINTS), 150 W WASHINGTON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD TACTICAL, Joliet, IL 60432
Yes		HP	HP LaserJet 200 colorMFP M276nw	JPD Central	PD - 1ST FLOOR - N.O.P.T. - BACK CORNER (SUPERVISOR), 150 W WASHINGTON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro 4001	JPD Central	PD Traffic, 150 W Washington St, Attn: PD 1st FL Traffic, Joliet, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	JPD Central	150 W Washington St, Attn: PD Traffic Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro MFP 4101	JPD Central	PD - 2ND FLOOR - Records Tech Serv Ofc, 150 W WASHINGTON ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	JPD Central	150 W Washington St, Attn: PD Admin, Joliet, IL 60432
Yes		HP	HP LaserJet P4015	JPD Central	PD 2nd Fl Admin Ofc, 150 W Washington ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink B405	JPD Central	150 W Washington St, Attn: PD 911 Supervisor, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: PD 911 FIRE POD, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	JPD Central	150 W Washington St, Attn: PD Operations, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn: JPD 911 Police POD, Joliet, IL 60432
no	See Notes on Tab for New Devices	HP	HP Color LaserJet Pro 3201	JPD Central	150 W Washington St, Attn: PD-Internal Affairs Office, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	JPD Central	150 W Washington St, Attn: PD NOPT, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	JPD Central	150 W Washington St, Attn:JPD Watch Command, Joliet, IL 60432
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro M428f-M429f	JPD Central	PD 2nd FL Admin Ofc Chief's Ofc, 150 W Washington St, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7025	JPD Central	150 W Washington St, Attn:PD 1st FL Evidence, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8045	JPD Central	150 W Washington St, Attn: PD Common Area, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8170	JPD Central	150 W Washington St, Attn: PD Records, Joliet, IL 60432
Yes		HP	HP LaserJet 400 color M451dn	JPD Central	? I can ping not sure where the location is
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro 3001-3008	JPD Central	PD Traffic, 150 W Washington St, Attn: PD 1st FL Traffice, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	921 Pub Util	921 E Washington st, Attn: Public Utilities, Joliet, IL 60433
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	921 Pub Util	921 E Washington St, Attn: Pub Util Garage, Joliet, IL 60433
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	Roadways Cedarwood	1203 Cedarwood Dr, Attn: Roadways West Back Ofc, Crest Hill, IL 60403

no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	MMD West Cedarw	1203 Cedarwood Dr, Attn: MMDWEST, Crest Hill, IL 60403
Yes		Xerox	Xerox WorkCentre 6655 v1	Roadways Cedarwood	1203 Cedarwood Dr, Attn: Roadways West Alex Benton Ofc, Crest Hill, IL 60403
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	818 Roadways	818 CASS ST, Attn: RoadWays East, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	818 Roadways	818 Cass St,Attn: 2nd Floor Electric Shop, Joliet, IL 60432
Yes		HP	HP LaserJet 200 colorMFP M276nw	818 Roadways	PW- PUBLIC UTILITIES Sign Shop Basement, 818 E Cass St, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7130 Color MFP	ESTP	815 Adler St, Attn: ESTP-Lab, Joliet, IL 60436
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	ESTP	815 Adler St, Attn: ESTP-Admin, Joliet, IL 60436
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	WSTP	4000 Channon Rd, Attn: WSTP, Joliet, IL 60436
Yes		HP	HP LaserJet 5200	WSTP	PW- WSWT - JAY'S OFFICE - WATER SYSTEM SCADA PRINTER, 4000 CHANNAHON RD, JOLIET, IL, 60436
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	Aux Sable	8300 Black Rd, Attn: Aux Sable, Joliet, IL 60435
Yes		HP	DesignJet 500+HPGL2 (C7770B)	Pub Works - Arbeiter	PW- PUBLIC WORKS, 2001 S ARBEITER RD, JOLIET, IL, 60431
Yes		HP	HP LaserJet 200 colorMFP M276nw	Pub Works - Arbeiter	PW- PUBLIC WORKS, 2001 S ARBEITER RD, JOLIET, IL, 60431
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro 4001	Pub Util 63 W	PU - Pub Util Adm Ofc, 63 W JEFFERSON ST, JOLIET, IL 60432
no	N/A	Canon	Canon TM-355	Pub Util 63 W	PU - Pub Util Adm Ofc Plotter, 63 Jefferson St, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox AltaLink C8135	Pub Util 63 W	63 W Jefferson St, Attn: PW Admin Bld, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink B405	FS1	101 E Clinton St, Attn: FS1 Ops, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS1	101 E Clinton St, Attn: FS1 - DCHS , Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS1	101 E Clinton St, Attn: FS1 SCBA Rm, Joliet, IL 60432
no	See Notes on Tab for New Devices	Lexmark	Lexmark MB2236adwe	FS1	101 E Clinton St, Attn: FS1 Ops Training Rm, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS1	101 E Clinton St, Attn: FS1 Ops Training Rm, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	FS1	101 E Clinton St, Attn: FS1 Admin Ofc, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7130 Color MFP	FS1	101 E Clinton St, Attn: FS1 2nd FL, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	FS10	1599 John D Paige Dr, Attn: FS10 Ops Room, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	FS10	1599 John D Paige Dr, Attn: FS10 EMA Offc, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS10	1599 John D Paige Dr, Attn: FS10 Front Office, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS10	1599 John D Paige Dr, Attn: FS10 Day Room, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS3	450 E Laraway, Attn: FS3 OPS, Elwood, IL 604721
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS4	868 Draper Ave, Attn: FS4 Living Room, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS5	661 Mason Ave, Attn: FS5 Living Room, Joliet, IL 60435
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS6	2049 Oneida St, Attn: FS6 OPS, Joliet, IL 60435
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS7	125 Houbolt Rd, Attn: FS7 Living Room, Joliet, IL 60431
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS8	2293 Essington Rd, Attn: FS 8 Living Room, Joliet, IL 60435
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS8	2293 Essington Rd, Attn: FS 8 OPS, Joliet, IL 60435
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	FS9	2300 Michas Dr, Attn: FS9 OPS Room, Plainfield, IL 60586
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7025	BiCent Park	201 W Jefferson st, Attn: Bicentennial Park, Joliet, IL 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C415 Color	MMD Central	402 N Chicago St, Attn: MMD Central Wes Miller Office, Joliet, IL 60432
Yes		HP	HP LaserJet 200 colorMFP M276nw	MMD Central	MMD GARAGE, 402 N CHICAGO ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C7125 Color MFP	MMD Central	402 N Chicago St, Attn: MMD Central by Jeff Office, Joliet, IL 60432
Yes		HP	HP LaserJet 400 color M451dn	MMD Central	FLEET - DAVE, 402 N CHICAGO ST, JOLIET, IL, 60432
no	See Notes on Tab for New Devices	Lexmark	Lexmark MS821n	PD West	PD- WEST SIDE JAIL, 7196 CATON FARM RD, PLAINFIELD, IL, 60586
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	PD West	7196 Caton Farm Rd, Attn: PD West Front office, Plainfield, IL 60586
no	See Notes on Tab for New Devices	Xerox	Xerox VersaLink C405	PD West	7196 Caton Farm Rd, Attn: PD West Roll Call Room, Plainfield, IL 60586
no	See Notes on Tab for New Devices	HP	HP LaserJet Pro M404-M405	PD West	PD- WEST SIDE SUBSTATION, 7196 CATON FARM RD, PLAINFIELD, IL, 60586
\$2,720.00/month					

Device Number	Make	Model	One-Time Purchase Cost		Expected Monthly Cost	Misc Notes
	Xerox	B410dn	\$	438.87	\$	14.48 See Notes Below
	Xerox	B410dn	\$	438.87	\$	14.48 See Notes Below
	Xerox	B410dn	\$	438.87	\$	14.48 See Notes Below
	Xerox	B410dn	\$	438.87	\$	14.48 See Notes Below
	Xerox	B410dn	\$	438.87	\$	14.48 See Notes Below
	Xerox	B410dn	\$	438.87	\$	14.48 See Notes Below
	Xerox	C325dni	\$	664.94	\$	21.94 See Notes Below
	Xerox	C325dni	\$	664.94	\$	21.94 See Notes Below
	Xerox	C325dni	\$	664.94	\$	21.94 See Notes Below
	Xerox	C325dni	\$	664.94	\$	21.94 See Notes Below
	Xerox	C325dni	\$	664.94	\$	21.94 See Notes Below
	Xerox	C325dni	\$	664.94	\$	21.94 See Notes Below
	Xerox	C325dni	\$	664.94	\$	21.94 See Notes Below
	Xerox	C320dni	\$	496.81	\$	16.39 See Notes Below
	Xerox	C320dni	\$	496.81	\$	16.39 See Notes Below
	Xerox	C320dni	\$	496.81	\$	16.39 See Notes Below

For all HP/Lexmark A4 devices - CPC only for Maintenance and Service: BW: \$0.01 Color: \$0.10

For all Xerox (A3/A4)- Monthly Allowance of 120,000 BW and 22,000 Color for \$2,720.00/month. Overages at BW: \$0.0075 and Color: \$0.07

Notes:

We are replacing devices that have been identified by our Technical Services team as End of Life or End of Service which means we can longer service or supply.

We currently do not provide service for their (3) wide format devices and moving forward we will also not provide services for them. (2 Canon and 1 HP).

We currently provide you with papercut licenses and Maintenance and Support and we will continue to do so until it is expired. We can provide pricing as the expiration date is approaching.

8. Attachment 3 - Questionnaire

Managed Print Services Questionnaire

Please address all of the questions below, if you need to attach an explanation please reference the question number in the explanation.

1. Can the City of Joliet access a web portal that will show ticket information on all current and past service and supply requests?
Yes ☒ No ☐ If no, please attach explanation.
2. Will a City of Joliet agent be able to request service or supplies via email, phone and web portal?
Yes ☒ No ☐ If no, please attach explanation.
3. Can you meet the SLA requirements as outlined in the scope?
Yes ☐ No ☒ If no, please attach explanation with alternate SLA. Please see the attached Basis of Offer
4. Please attach your escalation procedure.
5. If page counts are required from local devices, please attach your procedure to acquire this information, specially addressing who is responsible.
6. Do you anticipate utilizing a third party to support any devices?
Yes ☐ No ☒ If yes, please attach listing of all devices covered by 3rd party.
7. Are there any additional professional service fees?
Yes ☐ No ☒ If yes, explain and please be sure to reflect this onto the proposal in the field "additional professional service fees"
8. Will you provide basic end-user training on new devices for no additional cost?
Yes ☒ No ☐ If no, please attach explanation.

Questionnaire Procedures

Escalation Procedure

The service technician serves as the first responder for day-to-day service issues, analyzing each issue and escalating it as needed to the appropriate resource. Follow-up with our clients and the Service Delivery Manager (SDM) is conducted to ensure resolution and closure.

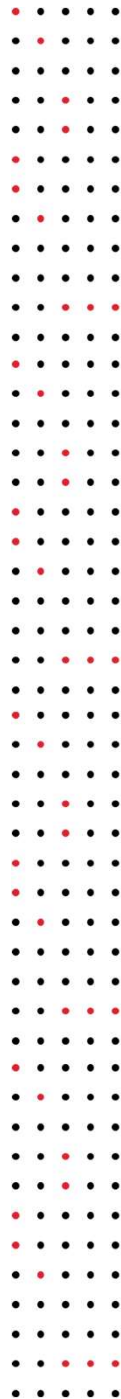
All units requiring three or more service calls within a 30-day period are automatically flagged in our system and escalated to the Service Manager for review on a weekly basis. Additional resources, including team leads, network technicians, and manufacturer support, are dispatched to address recurring issues promptly. Problematic units are tracked along with their complete service history and reviewed during the Service Manager's regular Business Review.

To further enhance service quality, a Service Improvement Manager works closely with the relevant Service Delivery teams to implement corrective actions and preventative measures to minimize the risk of reoccurrence. Progress is monitored for a minimum of one quarter to ensure that issues do not repeat.

Page Counts for Local Devices

To ensure supplies for non-metered HP printers, City of Joliet staff will submit monthly meter reads.

9. Basis of Offer



CITY OF JOLIET
ADVERTISEMENT FOR BIDS CONTRACT NO. 2966-0426
Managed Print Services

Basis of Offer

Below please find our proposed exceptions and suggestions. This document explains those differences that are related to terms and conditions.

We acknowledge your right to negotiate and approve the terms and conditions of any contract that you enter into, and we respectfully reserve the same right. Therefore, any acknowledgements made by either of us are qualified by the right to negotiate mutually acceptable terms following award.

Please note that our team is prepared to discuss our proposal in detail and adjust our proposed equipment, support services, and/or price offering based on the final requirements. Upon award of this Solicitation, we agree to negotiate in good faith towards a final contract that incorporates the mutually agreed-to terms from the Solicitation, our proposal including our Additional Terms and any other negotiated item(s).

Term & Section	Language
Agreements	In accordance with the Questions and Answers, as part of our proposal, we respectfully submit templates for both the Lease Agreement and the Sales and Service Agreement, which we propose shall serve as the definitive agreements under any resultant award. The Lease Agreement is provided through our designated third-party Lease partner. A complete copy of the Lease Agreement is attached for review and consideration. This document establishes the contractual framework for equipment leasing and is designed to ensure compliance with industry standards, clarity of obligations, and enforceability of terms. Additionally, we have provided our proposed Sales and Service Agreement, which shall govern the provision of maintenance and related services. This agreement has been structured to delineate the respective rights and responsibilities of each party. These agreements have been employed successfully with other customers, as well as State and Municipalities .

In addition, please see below:

4.4.6 SLA Remedies	We respectfully request that the penalty provisions be removed and that all disputes be governed by the applicable provisions (in accordance with the available legal remedies).
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The words "User," "Lessee," "you" and "your" refer to **Customer**. The words "Owner," "Lessor," "we," "us" and "our" refer to

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

STARTING METER

☒ See attached Schedule A

TERM & PAYMENT INFORMATION

Payments* of \$

The payment ("Payment") period is monthly unless otherwise indicated.

*plus applicable taxes

Payment includes B&W Pages per month

Overages billed at \$ per B&W page*

Payment includes Color Pages per month

Overages billed at \$ per Color page*

Payment includes B&W Prints per month

Overages billed at \$ per B&W print*

Payment includes Color Prints per month

Overages billed at \$ per Color print*

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

OWNER

SIGNATURE

PRINT NAME / TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

FEDERAL TAX I.D. #

PRINT NAME

DATED

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain intangible items such as software, software or subscription license(s), software components, prepaid cloud credits or professional services (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only and that the Equipment is new, unless otherwise noted. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. **You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever.** If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You agree to reimburse us for all applicable taxes, assessments and penalties related to this Agreement, whenever levied or assessed on this Agreement, on us or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we are not going to file and pay, you will be notified in writing within 60 days after commencement and or billed directly to you by your taxing jurisdiction. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense we pay on your behalf and to pay us an annual tax processing fee up to \$50. You agree to pay us an origination fee of \$189.50 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move Equipment unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, except amounts secured by land and buildings in addition to the Equipment. You authorize and ratify our filing of any financing statement(s). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent, which will not be unreasonably withheld.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, which shall not be unreasonably withheld, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **LIMITATION ON LIABILITY: IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID BY YOU UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO THE CLAIM.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. **You agree that this Agreement shall be a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC, as may be amended.** If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 60 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an amendment, supplement or addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature and is held by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. Notwithstanding the foregoing, (i) for evidentiary purposes, any faxed, scanned or electronic copy of this Agreement may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any such copy or signature thereon; and (ii) we reserve the right to require you to sign any instrument manually and to deliver to us an original of such document. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by electronic transmission or via overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. **Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record.** This Agreement may not be modified by course of performance. You authorize us to insert or correct missing information on this Agreement, including but not limited to agreement numbers, serial numbers and other Equipment information.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER(S) AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. **YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON, INCLUDING ALL INSTANCES WHERE THE TERM OF A FINANCED ITEM OR ASSOCIATED SERVICE MAY NOT BE COTERMINOUS WITH THE TERM OF THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

12. **LAW; JURISDICTION/VENUE; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or, if assigned, the assignee's principal place of business. You consent to the jurisdiction and venue of any state or federal court in the state of the Owner or, if assigned, where its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier(s) during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer. Paper and staples must be separately purchased by you. The per page/print charge and overages per page/print charge are based upon an 8 1/2" x 11" letter size page, print with an average 5% image fill, or its equivalent. If we determine that you have used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce pages/prints, you agree to pay us an amount from time to time which may be necessary to offset such increased usage. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the maintenance and supplies, which are being provided to you pursuant to a separate arrangement with Supplier ("Arrangement"). Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. Services may be delivered by Supplier's affiliates and/or subcontractors, at Supplier's sole discretion. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we may provide you with one invoice covering amounts owing under this Agreement and the Arrangement. Each month, you are entitled to produce the minimum number of pages/prints shown on page 1 for each applicable page/print type. Regardless of the number of pages/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page/print that exceeds the applicable minimum number of pages/prints. Pages/prints made on equipment marked as not financed under this Agreement will be included in determining your page/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 20% of the existing payment or charge and where a contract is subject to flat rate pricing, modify the Payment accordingly based on Customer's usage during the previous 12-month period.

14. **METER; ELECTRIC SERVICES:** Most equipment will be connected to a remote transmission tool which will report the number of images made on the Equipment each month and upon which monthly invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, e-mail or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not received from you by us within 2 days. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, we reserve the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order for Supplier to: (x) obtain such information, (y) provide such transmissions and/or (z) provide such maintenance services and supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, a manual meter collection fee as outlined on the Supplier's currently published fee schedule shall apply. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220 volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the equipment.

BILL TO			SALES & SERVICE AGREEMENT			SHIP TO					
CUSTOMER NAME			CUSTOMER NAME								
ADDRESS			ADDRESS								
CITY, STATE ZIP			CITY, STATE ZIP								
BILL TO CONTACT PERSON	BILL TO PHONE NUMBER	BILL TO EMAIL	SHIP TO CONTACT PERSON	SHIP TO PHONE NUMBER	SHIP TO EMAIL						
SALESPERSON	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE #	SERVICE CONTRACT	MPS CONTRACT							
			CONTRACT #		CONTRACT #						
[RENTAL PAYMENT/LEASEPAYMENT/CASH AMOUNT]			SERVICE PAYMENT			MPS PAYMENT					

TERMS OF PAYMENT: NET THIRTY (30) DAYS FROM DATE OF INVOICE						
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	METER POOLS	PRICE	TOTAL PRICE

☐ SEE PRODUCT SCHEDULE (SCHEDULE A)		☐ SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL							
NOTE / ADJUSTMENT DETAILS				SPECIAL SERVICES FEES							
				OTHER ADJUSTMENTS							
CONTRACT TYPE			EFFECTIVE DATES			TRANSACTION TYPE					
☐ CASH SALE	☐ RENTAL	TERM IN MONTHS PROPOSED START DATE		Actual start date based on delivery or lease commencement.							
☐ LEASE	☐ MAINTENANCE ONLY										
CONTRACT TERMS					NOTES						
SERVICE		MPS									
☐		☐ All parts, labor, drums and supplies; excluding paper and staples									
☐		☐ All parts and labor, including drums; excluding supplies, paper, and staples									
☐		☐ Includes other (indicate)									
CONTRACT POOLS				INCLUDED IN LEASE PAYMENT		☐ SERVICE		☐ MPS			
POOL		VOLUME		OVG. RATE		PAYMENT		BASE FRQNCY		OVG. FRQNCY	
REMOTE SERVICE TECHNOLOGY		☐ XDA/XDM		☐ FM AUDIT		☐ DECLINE		PRIMARY METER CONTACT			
TECHNOLOGY CONTACT PERSON		TECH PHONE #		TECH EMAIL		METER CONTACT PERSON		METER PHONE #		METER EMAIL	
Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.											
QTY	MODEL / PRODUCT #		SOFTWARE & DESCRIPTION			☐	SEE SOW FOR DETAILS		TOTAL PRICE		

CUSTOMER ACCEPTANCE			
<i>By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.</i>			
AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Initials

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery; or

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease; or

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter, Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

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13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

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