

SUPPORT SERVICES COMMITTEE
COUNTY ADMINISTRATOR AGENDA
MAY 24, 2017

*Committee Members: Supervisors Vanselow, Frasier, McDevitt, Brock, Seeber, Montesi,
Leggett, MacDonald, and Hyde*

- I. Committee meeting called to order by Chairman
- II. Motion to approve the minutes of the prior meeting
- III. Action Agenda/New Business Items:
 1. Resolution Request – Renewal of National Lease & Maintenance Contract.
 2. Presentation by Seeley Office Systems – copier/printer proposal.
- IV. Referrals/Pending Items:

None.
- V. Discussion Items:

None.
- VI. Privilege of the Floor to discuss any additional items to come before the Committee
- VII. Motion to adjourn

Attachments:

- 1.) Resolution Request Form No. 4 w/ proposed Contract Renewals.
- 2.) Seeley Office Systems copier/printer proposal.

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Existing Contract

DEPARTMENT NAME: County Administrator

DATE: May 24, 2017

- (a) Purpose of Contract Change: **Contract Lease & Maintenance Renewal**
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: **324 of 2012; 712 of 2013; 497 of 2015**
- (c) Name of Contractor: **National Business Equipment & Supply, LLC**
- (d) Address of Contractor: **505 Bradford St., Albany, NY 12206**
- (e) Contractor's Contact Person and Telephone Number:
Bryan Mueller - (518) 724-6455 x322
- (f) Commencement Date of Extension: **August 1, 2017**
- (g) Termination Date of Extension: **July 31, 2022**
- (h) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Monthly**)
- (i) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A.1671 421 General Print Shop - Equipment Rental \$28,975.**

Sample: A.1010 470 Legislative Board – Contract Sxx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations Sxx.xx

*as listed in budget and LOGOS

LESSEE	Full Legal Name County of Warren	Phone Number (518) 761-6538
	DBA Name (if any)	Purchase Order Acquisition Number
	Billing Address 1340 State Route 9 City Lake George State NY Zip 12845	Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule If Necessary)
				See Schedule A
Equipment Location (if not same as above)		City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Sales Tax (EQUALS)	Total Lease Payment
	60	\$3,251.80 +	=	\$3,251.80
		+	=	
		+	=	
		+	=	
		+	=	
Term of Lease in Months	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	End of Lease Option: End of Lease Purchase Option shall be FMV unless another option is selected.		
60		<input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other		
Security Deposit (PLUS)	First Payment Period (PLUS)	Other (EQUALS)	Total Payment Enclosed	
+	+	=		

LESSEE SIGNATURE	You agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to serve (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-consentable agreement for the full term shown above.
	You acknowledge that the leased equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
	Signature
	Date
	Print Name
	Title
Legal Name of Corporation or Partnership County of Warren	
(AGREEMENT MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)	

TERMS & CONDITIONS

Please read YOUR copy of this Lease Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE", "US" and "OUR" refer to National Business Equipment & Supply, LLC, the "Lessor" of the Equipment.

1. **LEASE:** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule. In order to maintain OUR rate of return, YOU authorize US to adjust the Lease Payments by not more than fifteen percent (15%) if the cost of the Equipment or taxes is more or less than the supplier's estimate or if the Lease is not accepted within thirty (30) days of the date YOU sign the Lease.

2. **TERM:** This Lease is effective on the date that it is accepted and signed by US, and the term of this Lease begins on that date or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months indicated above. As YOU will have possession of the Equipment from the date of its delivery, if WE accept and sign this Lease YOU will pay US interim rent for the period from the date the Equipment is delivered to YOU until the Commencement Date as reasonably calculated by US based on the Lease payment, the number of days in that period, and a month of 30 days. Lease Payments will be due as invoiced by US until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

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

(Terms and Conditions continued on the second page of this Agreement.)

GUARANTY	To induce us to enter this Lease, the undersigned unconditionally guarantees the prompt payment of all the Lessee's obligations under the Lease. We are not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against the undersigned. The undersigned waives notice of acceptance and all other notices or demand of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing the undersigned from his or her obligations. This is a continuing guarantee and will remain in effect in the event of the death of the undersigned, and will bind the heirs, administrators, representatives, successors and assigns of undersigned and may be enforced by or for the benefit of any assignee or successor of us. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.	
	Signature	Date
	Print Name	
	Home Address	
	City	State Zip
	Phone	
	Signature	Date
	Print Name	
	Home Address	
	City	State Zip
Phone		

ACCEPTANCE	You acknowledge that the Equipment shown above has been received, has been put in use, is in good working order and is satisfactory and acceptable. You also acknowledge receipt of the second page of this Lease.	
	Signature	Date
	Print Name	
	Title	
	Legal Name of Corporation or Partnership County of Warren	

LESSOR	Lessor Signature	Date
	Print Name	
	Title	
	For NATIONAL BUSINESS EQUIPMENT & SUPPLY, LLC	
	Lease Number	
	Lease Commencement Date	
Vendor I.D. Number		

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

5. **USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES:** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU for the term of this Lease all warranties, if any, made by the manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

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

7. **MAINTENANCE:** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

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

8. **ASSIGNMENT:** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and that the rights of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US.

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

10. **LOSS OR DAMAGE:** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease.

11. **INDEMNITY:** WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Lease.

12. **TAXES:** YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Lease Payment or as billed by US. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.

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

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

15. **REMEDIES:** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the full term immediately due and payable, sue for and receive all Lease Payments and any other payments then accrued or

accelerated under this Lease or any other agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled term or the End of Lease Option Price ("Residual"), and all accelerated Lease Payments and the Residual will be discounted to the date of the default at the lesser of (a) per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by US, or (b) 3% per annum, but only to the extent permitted by law; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such rental shall be discounted to the date of the agreement at six percent (6%) per year.

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

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

17. **SECURITY DEPOSIT:** Any security deposit is non-interest bearing. WE may apply any security deposit to cure any default by YOU, in which event YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Lease.

18. **WARRANTIES:** YOU warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. **UCC FILINGS AND FINANCIAL STATEMENTS:** YOU authorize US to file a Uniform Commercial Code ("UCC") financing statement with respect to the Equipment and grant US the right to sign such financing statement on YOUR behalf. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. **UCC — ARTICLE 2A PROVISIONS:** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the UCC. YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. **CHOICE OF LAW:** This Lease shall be deemed fully executed and performed in the Commonwealth of Pennsylvania and shall be governed and construed in accordance with the laws thereof. YOU consent to and agree that non-exclusive jurisdiction, personal or otherwise, over YOU and the Equipment shall be with the Courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania solely at OUR option with respect to any provision of this Lease. YOU irrevocably waive YOUR right to a trial by jury.

22. **ENTIRE AGREEMENT; SEVERABILITY; WAIVERS:** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST LESS THAN \$1,000.

23. **FACSIMILE DOCUMENTATION:** YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

Addendum to Lease Agreement

This Addendum to the Lease Agreement ("Agreement") is made part of the Lease Agreement by and between the County of Warren ("County") and National Business Equipment ("National Business") dated _____, 2017. In the event a conflict arises between the provisions of this Addendum and any other part of the Agreement, this Addendum shall modify and supersede such other parts of the Agreement to the extent necessary to eliminate any such conflict but no further.

Now, therefore, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

- A. Section 1 LEASE: Sentence 2 will be deleted in its entirety
- B. The Guarantee section will be deleted in its entirety
- C. Section 4: DELIVERY AND ACCEPTANCE: will be amended as follows; "At no additional cost to the County, National Business shall provide the initial set-up. You will sign a separate Equipment delivery and acceptance certificate. We may at OUR discretion confirm by telephone that YOU have accepted the Equipment."
- D. Section 8 ASSIGNMENT: "In the event of Assignment, the terms and conditions of the Agreement will not be impacted."
- E. Section 9 REDELIVERY AND RENEWAL: Upon at least sixty (60) but no more than one hundred twenty (120) days written notice to US prior to expiration of the Lease term, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the Lease term. Provided YOU have given such timely notice, YOU shall make available for pick up the Equipment in good repair, condition and working order, ordinary wear and tear expected, by National Business Equipment. If you fail to notify US, or having notified US, YOU fail to make available the Equipment for pickup, this Lease will automatically renew at the same monthly Lease Payments as set forth in the Lease subject to the right of either party to terminate the Lease upon sixty (60) days written notice, in which case you will immediately make the Equipment available for pickup by National Business Equipment.
- F. Section 21 GOVERNING LAW: This section will be amended as follows: "This lease shall be deemed fully executed and performed in the State of New York and shall be governed and construed in accordance with the laws thereof. YOU consent to and agree that non-exclusive jurisdiction, personal or otherwise, over YOU and the Equipment shall be the Court of the State of New York or the Federal District Court for the State of New York. YOU irrevocably waive YOUR right to a trial by jury."

Except as expressly provided herein, no other term, condition, provision, covenant or agreement of the Agreement is changed, modified, amended or altered, nor are any of Lessor's or its assigns' rights or remedies under the Lease Agreement, at law or equity, modified, waived, discharged or forgiven.

You and we agree that a facsimile copy of this Addendum with facsimile signatures may be treated as an original and will be admissible as evidence in a court of law.

This Addendum has been executed and delivered in, and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Agreed and Accepted:

County of Warren

National Business Equipment



Signature

Signature



Print Name

Print Name



Title

Title

SCHEDULE A

SCHEDULE FORMING PART OF LEASE BETWEEN LESSOR, _____

AND _____, LESSEE,

DATE: _____ LEASE NUMBER: _____

DESCRIPTION OF EQUIPMENT:

- TA5002i (Office for the Aging B2223) 140 Sheet RADF Document Processor, Dual 500 Sheet Trays, 1,000 Sheet Finisher, Fax
- TA7002i (Real Property B2477) 4,000 Sheet Finisher, Booklet Folding Unit, 2/3 Hole Punch, Fax
- M3540idn (Treasury B2500) 500 Sheet Paper Tray, Additional 1GB of Memory
- TA8002i (Print Center B2479) 4,000 Sheet Finisher, Booklet Folding Unit, 2/3 Hole Punch, 3,000 Sheet Large Capacity Tray
- TA6052ci (Public Health B2472) 140 Sheet RADF Document Processor, Dual 1,500 Sheet Trays, 4,000 Sheet Finisher, 2/3 Hole Punch, Fax
- TA6052ci (District Attorney B2471) 140 Sheet RADF Document Processor, Dual 500 Sheet Trays, 4,000 Sheet Finisher, 2/3 Hole Punch, Fax
- FS-6525 (Public Defender B2492) 500 Sheet Finisher, 500 Sheet Tray, Fax
- TA5052ci (Social Services B2447) 140 Sheet RADF Document Processor, Dual 500 Sheet Trays, 1,000 Sheet Finisher, 2/3 Hole Punch, Fax
- TA5002i (Office for the Aging B2460) 140 Sheet RADF Document Processor, Dual 500 Sheet Trays, 1,000 Sheet Finisher, Fax
- TA8002i (Social Services B2478) 4,000 Sheet Finisher, Booklet Folding Unit, 2/3 Hole Punch, 3,000 Sheet Large Capacity Tray
- TA4002i (Social Services B2459) 140 Sheet RADF Document Processor, Dual 500 Sheet Trays, 1,000 Sheet Finisher, Fax
- TA3011i (Warren County B1941) 140 Sheet RADF, Copier Stand
- M3540idn (Booking B1704) 500 Sheet Paper Tray, Additional 1GB of Memory
- M3540idn (Sheriff B2480) 500 Sheet Paper Tray, Additional 1GB of Memory
- FS-6525 (Emergency Services B1495) Dual 500 Sheet Trays, 500 Sheet Finisher
- TA3011i (Auditor B2212) 140 Sheet RADF Document Processor, Copier Stand
- TA3011i (Purchasing B1702) 1400 Sheet RADF Document Processor, 1,000 Sheet Finisher, Stand

THIS SCHEDULE SHALL HERE AFTER FORM PART OF THE AFOREMENTIONED LEASE.

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

LESSEE SIGNATURE	Signature X _____ Date _____
	(LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)
	Print Name _____ Title _____
Legal Name of Corporation or Partnership _____	

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

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name _____	DBA Name (If Any) _____
	Billing Address _____	Phone Number _____
	City _____ County _____ State NY _____	Zip Code _____
	Lease Number _____	Lease Date _____

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

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

Lessee further represents, warrants and covenants for the benefit of Lessor that:

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

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

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

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

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

Addendum to Fiscal Funding Addendum

This Addendum to the Fiscal Funding Addendum is made part of the Lease Agreement ("Lease Agreement") by and between County of Warren ("County") and National Business Equipment and Supply, LLC ("National Business") dated _____, 2017. In the event a conflict arises between the provisions of this Addendum and any other part of the Fiscal Funding Addendum, this Addendum shall modify and supersede such other parts of the Fiscal Funding Addendum to the extent necessary to eliminate any such conflict but no further.

Now, therefore, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Fiscal Funding Addendum, it is hereby agreed as follows:

In first paragraph, within third sentence, delete item (3) in its entirety and replace with the following: (3) You shall make available for pick up the Equipment in good repair, condition and working order, ordinary wear and tear expected, by National Business Equipment and Supply, LLC.

Delete subsection (f) in its entirety and replace with the following: (f) Lessee, in the last 10 years, has not failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

Except as expressly provided herein, no other term, condition, provision, covenant or agreement of the Fiscal Funding Addendum is changed, modified, amended or altered, nor are any of Lessor's or its assigns' rights or remedies under the Lease Agreement, at law or equity, modified, waived, discharged or forgiven.

You and we agree that a facsimile copy of this Addendum with facsimile signatures may be treated as an original and will be admissible as evidence in a court of law.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Agreed and Accepted:

County of Warren

National Business Equipment and Supply, LLC

Signature

Signature

Print Name

Print Name

Title

Title

DELIVERY AND ACCEPTANCE

LEASE COMMENCEMENT DATE _____ LEASE NUMBER _____

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

EQUIPMENT INFORMATION	Equipment Location (if not same as above) _____																					
	City _____ County _____ State _____ Zip Code _____																					
	<table border="1"> <thead> <tr> <th>Quantity</th> <th>Model Number</th> <th>Description (Attach Schedule If Necessary)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Quantity	Model Number	Description (Attach Schedule If Necessary)																		
	Quantity	Model Number	Description (Attach Schedule If Necessary)																			

Lessee certifies that all of the above described Equipment leased from Lessor has been received in good condition, installed, operates properly, and is, therefore unconditionally accepted for purposes of the Lease. Lessee authorizes Lessor to pay the vendor for the Equipment.

DISCLAIMER OF WARRANTIES. Lessee has selected both the Equipment and the supplier from who Lessor covenant to purchase the Equipment at Lessee's request. LESSEE ACKNOWLEDGES THAT LESSOR HAS NO EXPERTISE OR SPECIAL FAMILIARITY ABOUT OR WITH RESPECT TO THE EQUIPMENT. LESSEE AGREES THAT THE EQUIPMENT LEASED HEREUNDER IS LEASED "AS-IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE AND THAT LESSEE IS SATISFIED THAT THE SAME IS SUITABLE FOR LESSEE'S PURPOSES, AND THAT LESSOR HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF SAID EQUIPMENT FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS-A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE IN THE EQUIPMENT WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. If the Equipment is not properly installed, does not operate as represented or warranted by the supplier and/or manufacturer, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the supplier and/or manufacturer and shall, nevertheless, pay Lessor all Lease Payment under this Lease and shall not set up against Lessee's obligations any such claims as a defense, counterclaim, set-off or otherwise. So long as Lessee is not in breach or default of this Lease, Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights which Lessor may have against the supplier and/or manufacturer for breach of warranty or other representation respecting any item of Equipment. Any proceeds of any warranty recovery by Lessee from the supplier and/or manufacturer of any item of Equipment shall first be used to repair or replace the affected item of Equipment.

THE LESSEE ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THE ABOVE IS AUTHORIZED TO WAIVE OR ALTER ANY TERM, PROVISION OR CONDITION OF THIS LEASE OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS LEASE OR THE EQUIPMENT LEASED HEREUNDER. Lessee further acknowledges and agrees that Lessee, executing this Lease, has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties, or representations, if any, by the supplier or any salesman, employee, representative or agent of the supplier, have not been relied upon, and shall not in any way affect Lessee's obligation to make the Lease Payments and otherwise perform as set forth in this Lease.

NOTICE TO LESSEE: PLEASE RETAIN THIS ACCEPTANCE WHICH IS TO BE SIGNED AND MAILED TO 1111 OLD EAGLE SCHOOL ROAD, WAYNE, PA 19087, USA AFTER THE EQUIPMENT HAS BEEN DELIVERED AND ACCEPTED.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE RECEIPT UNTIL YOU HAVE ACTUALLY RECEIVED ALL OF THE EQUIPMENT SET FORTH ABOVE.

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

LESSEE SIGNATURE	Signature X _____ <small>(LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)</small>
	Print Name _____
	Title _____ Date _____
	For _____ Legal Name of Corporation or Partnership _____

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

OPINION OF COUNSEL LETTER

Date: _____

1111 Old Eagle School Road
Wayne, PA 19087

Gentlemen/Ladies:

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

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

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

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

BY: _____

PRINT NAME: _____

TITLE: _____



CONNECTIVITY INSTALLATION AGREEMENT

This Connectivity Installation Agreement (this "Agreement") dated as of _____ 20____ between NATIONAL or one of its subsidiaries as designated in the signature block below ("NATIONAL") and the undersigned customer ("Customer") sets forth the terms and conditions under which NATIONAL shall provide the Products and Services described in Sales Orders issued under this Agreement. This agreement excludes Scanners, Production, Wide format equipment, 3rd party, external print controllers, or installs outside the NATIONAL service area. Due to the complex nature of these solutions, custom installation is required.

NATIONAL agrees to provide up to two (2) man hours on each MFP to install and configure connected equipment purchased from NATIONAL. NATIONAL will provide the drivers necessary to install the MFP's on up to five (5) workstations directly connected or in the case of a device with an integrated network adapter, connected to the network. This installation is subject to the following terms and conditions.

NATIONAL Responsibilities

- Schedule installation - confirm network connection, cable, and power exists at desired install location prior to scheduling
- Work with customers assigned technical contact (required) to install and configure equipment
- Configure the following options as required:
 - Accessible on the network - Load Drivers to Created Network Share, Test connection for one identified workstation
 - Network Printing - install Driver Locally on device to print to network printer
 - Scan to email - Enter email SMTP information and instruct designated individual how to enter destination into address book.
 - Scan to FTP / SMB
 - Fax Forward
 - Test and confirm functionality with contact, on items stated above
- Train key operator on functionality and basic administration

Customer Responsibilities

- Provide all network and machine programming information prior to machine installation. (The following are some examples; IP addresses, Email SMTP, Scan to FTP, Fax Forward)
- Provide tested network connection near equipment
- Provide proper power connection near equipment
- Access to network administrator or technical contact during installation
- Provide workstation connected to network with access to network resources (Server, Internet)
- Workstation must meet or exceed minimum operating requirements and have current service packs and updates applied
- Supported Operating Systems
- Provide static IP addresses for equipment to be connected prior to delivery
- Create required shares / folders / FTP Services as needed for desired functionality prior to delivery
- Provide Desktop and/or server administrative access sufficient to complete the NATIONAL responsibilities identified above

Clarifications

1. **Server Setup:** Connectivity Installation includes only workstation software and configuration. Any required server installation and configuration is the responsibility of the customer. NATIONAL will not make any changes to the customer's network, servers, security, firewalls, etc; that may be required for complete functionality of solution.
2. **Software Licensing:** All software installed at the customer's location is governed by its original licensing agreement and shall be the customer's responsibility to maintain and keep current with any manufacturer released updates.
3. **Third Party Software:** Third Party Software functionality is the responsibility of the customer and the vender of the software.
4. **Hardware / Software Modifications:** If the customer changes the operation environment, including but not limited to changing operating systems, network software, hardware and software upgrades, software application changes, etc., to such a degree that further software installations or modifications are required, such installations or modifications shall be billable at the current NATIONAL hourly rates.
5. **Loss of Data:** The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any lost data. NATIONAL cannot be held responsible for any loss of data.
6. **Phone Support:** Telephone support is included for 30 days from the date of installation. Any phone support required beyond this period will be billable at the current NATIONAL rates and charged at a per incident basis. If determined by the NATIONAL Support Specialists that the issue requires onsite support to resolved, then a Specialist will be scheduled for onsite support and the visit will be billable at the onsite support rates.
7. **Onsite Support:** All onsite support required on issues beyond the included two (2) hours will be billable at the current NATIONAL hourly rates, with a one (1) hour minimum for onsite.
8. **Additional Software / Driver Installations and Setup:** Additional installations are the responsibility of the customer. Additional installations by NATIONAL shall be billed at the current NATIONAL rates.
9. **Third Party Network Administrator:** In the event a Third Party Network Administrator is utilized, all charges for the Third Party Administrator's time is the sole responsibility of the customer.
10. **Software Upgrades:** Any software upgrades, service packs, feature releases, made available by the manufacturer would be deployed by the customer at their discretion. NATIONAL can be contracted for these services for additional fees.
11. **Functionality Responsibility:** NATIONAL is only responsible for machine functionality not the network, server or individual computers. We will verify machine functionality to one of our computers if necessary and possible to determine that NATIONAL's equipment is operating normally.
12. **Multi-Machine Installation:** On multi-machine installation the installation time is not accumulative.

This document must be signed by customer and a representative of NATIONAL prior to beginning installation. By signing you are agreeing to the terms outlined in this document.

DCA Requested No DCA Requested

- We use our Data Collection Agent (DCA) for Just in Time Fulfillment and meter reads.
- Our DCA is very reliable, however if your machine indicates that it needs toner and you do not have any toner on hand, please call (518) 724-6455.
- From time to time, your DCA connection may become stale. Our Customer Service Team will look at our stale list every morning. If your DCA connection is stale, our CSR will call your DCA Contact so you can have it reinstalled by your IT Staff.
- We will train your IT Staff how to connect our DCA.

IT Title: _____
IT Contact: _____
IT Phone: _____
IT e-mail: _____

DCA Title: _____
DCA Contact: _____
DCA Phone: _____
DCA e-mail: _____

NATIONAL BUSINESS EQUIPMENT

CUSTOMER NAME: _____

By: _____
Signature

By: _____
Signature

Name: _____
Print or Type

Name: _____
Print or Type

NATIONAL[®]

Business Equipment

SHIP TO				BILL TO			
Name County of Warren		Customer #		Name		Customer #	
Address 1340 State Route 9				Address			
Address				Address			
City Lake George		State NY	Zip 12845	City		State	Zip
Contact Julie Pacyna		E-mail		Contact		E-mail	
Phone 518-761-6538		Check Box if Ship to is SAME as Bill to <input checked="" type="checkbox"/>		Phone		Fax	

ITEM #	ID #	MAKE	MODEL/DESCRIPTION	Minimum	Excess Rate
B&W Pages		Kyocera	MFP	4,941,233	\$.0045
Color Pages		Kyocera	MFP	201,318	\$.0380
B&W Pages		HP/Kyocera	Mono Printer	847,608	\$.0110
B&W Pages		HP/Kyocera	Color Printer	20,195	\$.0150
Color Pages		HP/Kyocera	Color Printer	5,041	\$.0500

<input type="checkbox"/> OTHER - List Below (INCLUDING TRADES)	SUMMARY	
Base rate of \$2,543.20 per month includes	DELIVERY	
service of 131 existing and 17 new devices	SUBTOTAL	
at above annual minimums and overage rates	TAX	
	TOTAL	\$2,543.20/mo

SERVICE AGREEMENT

GOLD ALLIANCE PROGRAM – Priority Service Guaranteed (Covers all parts, labor, travel and supplies except paper and staples)

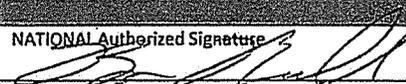
Billed at \$ _____ per month, includes _____ B & W copies per month. Excess at \$ _____ per copy.

Billed at \$ _____ per month, includes _____ COLOR copies per month. Excess at \$ _____ per copy.

STANDARD SERVICE AGREEMENT: Billed at \$ _____ per month. Covers all parts, labor and travel. Excludes all consumables (toner, image units, fusers, slams, etc.)

MAILING SYSTEMS AGREEMENT: Billed at \$ _____ per month. Covers all parts, labor and travel. Excludes all consumables (ink, stamps, sealant, etc.)

ORDER ACCEPTANCE

NATIONAL Authorized Signature 	Date
Customer Authorized Signature	Date
Print Name of Authorized Signor	Purchase Order

Sales Gold
4/5/2016

TERMS AND CONDITIONS



Purchaser hereby agrees to the follow terms and conditions.

1. This order shall become binding once approved and accepted by National.
2. This order may not be cancelled or altered after acceptance without National's consent.
3. Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond National's control, including without limitations, strikes, non-delivery or delays by shipper, carriers, or others, accidents or government acts.
4. National shall not be liable for any special, indirect or consequential damages, nor shall National be liable in any event for more than National's invoice price of any equipment or supplies.
5. This is a binding agreement and not a sale on approval or trial basis. Provisions of this agreement, once accepted by National, constitute the entire agreements between purchaser and National and supersede all other written or oral communication between the parties. National is specifically not bound by any oral or written representation made by its employees or salespeople to buyer which does not appear herein in writing.
6. All rights, title or interest to the equipment or supplies described herein shall remain the property of National (or its leasing agent) until paid in full.
7. Customer shall pay all Federal, State and Local sales, use, property, excise or other taxes imposed on or with respect to the equipment.
8. All invoices are due and payable with fifteen (15) days from the date of the invoice and buyer agrees to pay interest at a rate of 1.5% per month on any amounts not paid within those fifteen (15) days. All invoices are to be paid by cash or check.
9. Buyer shall pay all of National's cost in collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against buyer, including attorney's fees whether or not suit is brought.
10. Customer shall not assign this agreement or any interest herein without the proper written permission of National.
11. Equipment Environment: Customer shall provide proper electrical service to the Equipment and shall provide an environment that is reasonably free of dust, humidity, hazardous chemicals or erratic temperature changes. Failure to provide a proper Equipment Environment may negate the terms of this Agreement.
12. Purchaser hereby jointly and severally releases, acquits, forgives, and discharges National from any actions, claims, demands, suits, agreements, judgments, liabilities, and proceedings whether arising in equity or in law and in particular arising from the pick-up and disposal of Trade-in equipment. This release shall remain binding upon all successors in interest and personal representatives of the contracting parties, to the extent permitted by law.
13. National makes no warranty expressed or implied, of the fitness a particular use or merchantability.

SERVICE AGREEMENT

1. This service agreement is for a period of 1 year and is non-refundable and automatically renewed at the end of the contract period for successive twelve month periods, unless notification in writing is received within thirty (30) days prior to renewal date. Contract rates shall be those in effect at the time of renewal.
 - a. Payment of such invoice shall be deemed an acceptance by the customer of the terms and conditions of the agreement. If payment is not received by National in accordance with payment terms, National at its option, may require a physical inspection of the equipment prior to acceptance, with all costs incurred billed to the customer.
2. Customer will be responsible for supplying meter reads for all equipment not under meter collection software. In the event a timely meter read is not supplied by customer National Business Equipment will utilize an estimated read based on volume history for billing purposes.
3. National agrees to provide maintenance service availability Monday through Friday, excluding holidays, from 8:00AM to 5:00PM and to keep the equipment in good working order while operated in accordance with National's published specifications while the equipment is located in National's area of responsibility.
 - a. Service rendered under this agreement excludes any (a) service or parts required by damage caused by accident, neglect, misuse, altering the equipment, unfavorable environmental conditions, electric current fluctuations, work performed by other than a representative of National, or any force of nature. (b) service required due to the use of supplies not approved by National. (c) service connected with the unauthorized relocation of the equipment. In the event that the equipment is moved from the location set forth in this agreement then, at National's option, this agreement may be terminated and/or additional service charge may be made.
 - b. National agrees to provide toner in sufficient quantity as it relates to the customer's usage and the manufacturer's published yields which are based on the industry standards of 6% coverage on black & white and 25% coverage full color. In the event that the customer's actual yield varies from the manufacturer's published yields by more than 25%, National reserves the right to remedy this variance by either adjusting the amount of toner provided or adjusting the rate(s) of this agreement or invoicing the customers for excess toner used. This does not apply to mailing systems.
 - c. In the event National cannot offer a regular maintenance contract because normal maintenance and parts replacement can no longer keep the equipment in satisfactory operational condition, a Conditional maintenance contract may be offered. If National cannot repair your equipment, your account will be credited with the unused portion of your Conditional maintenance contract. Any credit balance must be used towards future purchase with National.
 - d. For connected digital equipment, network support is not included under this agreement. All support calls made on network support issues shall be billable at National current software labor rate.
4. All service calls made on equipment not under maintenance contract shall include all parts, labor and travel costs. These costs are invoiced at National's current prevailing rates.
5. National shall have full and free access to the equipment to provide service thereon.
6. National reserves the right to hold service in the event the customer account balance is delinquent based on the National payment terms in effect at that time.
7. Customer agrees that National shall not incur any liability to customer for any loss of business. Loss of production, loss of data, expenses, or any other damage, direct, indirect or consequential, arising out of or in connection with the use or performance of this equipment.
8. This service agreement is not assignable or transferable by customer to a third party, nor is any portion refundable. However, the service agreement is transferable to a new machine purchased from National.
9. Buyer shall pay all of National's cost in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against buyer, including any attorney's fees whether or not suit be brought.

Customer Authorized Initials _____

Date ____/____/____

Sales Gold
4/5/2016

ADDENDUM NUMBER 2 TO LEASE AGREEMENT

THIS ADDENDUM TO SERVICE AGREEMENT is entered into this _____ day of _____, 2017 by and between NATIONAL BUSINESS EQUIPMENT ("National Business Equipment") with an address of 505 Bradford Street, Albany, NY 12206, and WARREN COUNTY ("County") with an address of 1340 State Route 9, Lake George, New York 12845,

This Addendum to "Lease Agreement" with attendant schedules shall serve to replace and/or amend certain provisions of the Lease Agreement between National Business Equipment and the County dated _____, 2017. In the event of any conflict between the terms of the Lease Agreement with attendant schedules or and this Addendum, the terms of this Addendum shall control in all respects.

1. EQUIPMENT DELIVERY AND SET UP

Notwithstanding anything in the Lease Agreement to the contrary, it is agreed that National Business Equipment shall install all equipment. National Business Equipment is responsible for all damage to the equipment during installation. National Business Equipment shall indemnify and hold harmless the County from and against any and all claims for damages to person or property which arise out of the delivery and/or installation of the equipment.

2. TONER

During the term of the Lease Agreement, National Business Equipment shall supply the County with toner for any copy machine when a copy machine reaches a level where not less than twenty percent (20%) of toner is remaining at no additional cost to the County. The toner will be delivered or dropped off by National Business Equipment in time so that the copy machine is available and not unavailable due to lack of toner. This shall be in effect as long as devices remain on National Business Equipment's DCA.

3. SERVICE CALLS – REPLACEMENT OF EQUIPMENT

Notwithstanding anything to the contrary on page 2 of 2 and in paragraphs 4 and 9 of the Lease Agreement, the County is not responsible for any delivery, set up, training or removal of the copy machines. National Business Equipment shall have such responsibility including all costs for delivery, set up, training, all maintenance, repairs, replacement parts, associated labor and removal of the copy machines. National Business Equipment shall respond to a request for service within four (4) hours from the time of the service call during regular business hours (8:30 a.m. to 5:00 p.m., Monday thru Friday). In the event that a request for service is made after 2:00 p.m., National Business Equipment shall endeavor to respond to the call on that day. However, if it is not possible to respond to the call on the day of the request, the service shall be responded to no later than 12:00 p.m. (noon) the following business day. It is specifically agreed that if there are three (3) unexpected down calls (machine is non-operative) made within a six (6) month period on a particular machine, and that the machine is being used in accordance to manufacturer specifications, National Business Equipment will replace with a machine of similar specifications and vintage at Warren County's request. Routine or regularly scheduled preventive maintenance calls are not considered unexpected down calls.

4. WARRANTY

Notwithstanding anything in the Lease Agreement and including the document entitled "Delivery and Acceptance" to the contrary, National Business Equipment hereby represents that all the equipment is fit for its intended purpose. It is agreed that National Business Equipment shall not be liable for special, resulting or consequential damages or loss of profit occasioned by use of the equipment for other than purposes that are

5. RENEWAL OPTION

Not Applicable

6. NON-ASSIGNMENT

National Business Equipment agrees not to assign, transfer, sublet, subcontract or otherwise dispose of the Gold Alliance or Service Agreement or Addendum or any part thereof, or its power to execute the Service Agreement or Addendum without the prior written consent of the Warren County Board of Supervisors.

7. TRADE IN & REASSIGNMENT

There are 131 existing machines in the current fleet. Seventeen will be removed from the population and earmarked for redeployment. The remaining 114 devices will be included under the Gold Alliance & Service Agreement. In the event the removed equipment is re-deployed by the County and results in an annual overage, the overage rates paid by the County will be in accordance with the page rates set forth in the print count page of the Lease Agreement.

8. PAYMENT BY COUNTY

Notwithstanding anything in the Lease Agreement to the contrary, as payment for 114 current, 17 new and 17 marked for redeployment copy machines and all equipment and services to be provided by National Business Equipment and as agreed upon herein, the County shall pay National Business Equipment a total monthly charge of Five Thousand Seven Hundred Ninety-Five Dollars and Zero Cents (\$5,795.00).

- (a) In the event the County exceeds the allowances in the schedule below, it is agreed the County will pay National Business Equipment a per page overage charge in accordance with the following table:

Copy Type	Allowance	Overage per Page
Black & White pages on MFP	4,941,233	\$.0045
Color pages on MFP	201,318	\$.0380
Black & White pages on Mono Printer	847,608	\$.0110
Black & White pages on Color Printer	20,195	\$.0150
Color pages on Color Printer	5,041	\$.0500

IN WITNESS WHEREOF, this Addendum to Lease Agreement has been executed by the duly authorized officers of the respective parties.

Approved as to Form:

COUNTY OF WARREN

Warren County Attorney

By _____
DANIEL G. STEC, CHAIRMAN
Board of Supervisors

Date _____

NATIONAL BUSINESS EQUIPMENT LLC

By _____

Title _____

Date _____

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Current Situation

Previous Costs

Equipment & Supplies	\$ 8,602.69
Paper	\$ 2,256.11
Print Shop (\$40,000/12 Months)	\$ 3,333.33
Printer Parts & Service	\$ 750
<u>Equipment Replacement</u>	<u>\$ 0</u>
Total:	\$ 14,942.13

Current Costs

Equipment/Service/Parts/Supplies	\$ 9,733.04
Paper	\$ 2,256.11
Total:	\$11,989.15

Yearly Savings of \$ 26,931.28

5 Year Savings of \$134,656

5 Year Renewal Option

Equipment/ Service/ Parts/ Supplies	\$ 5,795.00
Paper	\$ 1,804.89
Total:	\$ 7,599.89

5 Year Savings of \$440,534.40

10 Year Savings of \$575,190.40

- **At the end of the 10 year solution Warren County will have gone 10 years without having to purchase any hardware.**

Warren County End Of Replacements

<u>Location</u>	<u>Model</u>	<u>Equip ID #</u>	<u>Total Volume</u>
Office for the Aging	TA4500i	B2223	961,513
Real Property	TA6500i	B2477	948,636
Treasury	FS-3640MFP	B2500	271,061
Public Health	TA5550ci	B2472	1,118,306
Attorney	TA5550ci	B2471	851,325
Public Defender	FS-6525	B2492	360,111
Planning & Community Development	TA4550ci	B2447	1,023,211
Office for the Aging	TA4500i	B2460	835,270
Social Services 3rd Floor	TA8000i	B2478	1,064,387
Social Services 1stFloor	TA3500i	B2459	617,078
Booking	FS3640	B1704	385,728
Westmount Nursing	FS3640	B2480	496,073
Print Center	TA8000i	B2479	2,651,327
Purchasing	FS-3640MFP	B1702	151,222
Totals:			11,735,248

Warren County Board of Supervisors

RESOLUTION NO. 324 OF 2012

Resolution introduced by Supervisors Taylor, Strainer, Loeb, McDevitt, Frasier, Westcott and Vanselow

REJECTING PROPOSAL OF USHERWOOD OFFICE TECHNOLOGY; AWARDING PROPOSAL AND AUTHORIZING AGREEMENT WITH NATIONAL BUSINESS EQUIPMENT & SUPPLY LLC FOR PRINT/COPY/FAX/SCAN OUTPUT ASSESSMENT, CONSOLIDATION OF OFFICE EQUIPMENT AND CONTRACT FOR MULTI-FUNCTION COPIERS ON A COST PER COPY BASIS (WC 49-11)

WHEREAS, the Purchasing Agent has advertised for proposals for Print/Copy/Fax/Scan Output Assessment, Consolidation of Office Equipment and Contract for Multi-Function Copiers on a Cost per Copy Basis (WC 49-11), and

WHEREAS, the County Administrator, the Purchasing Agent and a representative from the Information Technology Department recommends, that the lowest proposal submitted by Usherwood Office Technology be rejected upon the grounds of not being responsive to the specifications and the proposal of National Business Equipment & Supply LLC be accepted, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby rejects the proposal submitted by Usherwood Office Technology for the reason mentioned above, and be it further

RESOLVED, that the Warren County Purchasing Agent be, and hereby is, authorized and directed to notify National Business Equipment & Supply LLC of the acceptance of its proposal, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute an agreement with National Business Equipment & Supply LLC, 505 Bradford Street, Albany, New York 12206 for Print/Copy/Fax/Scan Output Assessment, Consolidation of Office Equipment and Contract for Multi-Function Copiers on a Cost per Copy Basis, (WC 49-11), for an initial term commencing June 1, 2012 and terminating May 31, 2017, for an amount not to exceed Nine Thousand Six Hundred Sixty-Two Dollars and Forty-Four Cents (\$9,662.44) per month, with an option to extend for an additional five (5) year term commencing June 1, 2017 and terminating May 31, 2022, for an amount not to exceed Five Thousand Five Hundred Seventy-Seven Dollars (\$5,577) per month with the County accepting Twenty-Two Thousand Five Hundred (\$22,500) from manufacturer to aid in the pay-off of existing leases, the County accepting the trade-in value for various copiers, printers, fax machines and scanners except for those under lease and that an additional fifty (50) HP units will be kept in reserve, in a form approved by the County Attorney.

MEETING MATTERS

County will change printer policy

5/15/2012

Meeting

- ◆ Warren County Board of Supervisors, Traffic Safety Board, Gaslight Village and Support Services committees

Top story

- ◆ The Support Services Committee approved a switch in the way the county buys and maintains printers and copiers for county offices in a move that could save more than \$500,000 over the next 10 years. The county will do away with the 347 copiers and printers that have accumulated over the years, many of them leased, in favor of a secure system of 123 devices that will be paid for in a "managed print services" contract, under which the county will pay per page for printed and copied documents. County Administrator Paul Dusek said the contract will save the county an estimated \$538,000 over the next decade because the lease payments for machines will be given up and the new technology runs more efficiently, using less toner and paper. The

Warren County Board of Supervisors

Capsule by

DON LEHMAN



county will also need far fewer devices, with 8 to 10 users per machine instead of the 2-to-1 ratio in place now. Dusek praised the Purchasing Department's efforts to locate and log every printer and copier used by county workers. The contract will be with National Business Equipment and Supply of Albany if the full Board of Supervisors approves it Friday.

Other news

- ◆ Supervisors decided to raise the parking fee for the parking area on the former Gaslight Village festival space to \$10. It was \$5 last summer.
- ◆ The Traffic Safety Board learned that collections of driving while intoxicated fines are up 8 percent so far this year. The county

- is also close to working out an agreement to take credit cards for DWI fines, said Patti Miller, the county's STOP-DWI coordinator.
- ◆ County supervisors learned that the state plans to pave the state-owned Beach Road parking lot this year. Adjacent areas of Beach Road are going to be redone by the county, but the state had not made public until recently any plans to revamp the parking lot that allows access to Million Dollar Beach.

Next meeting

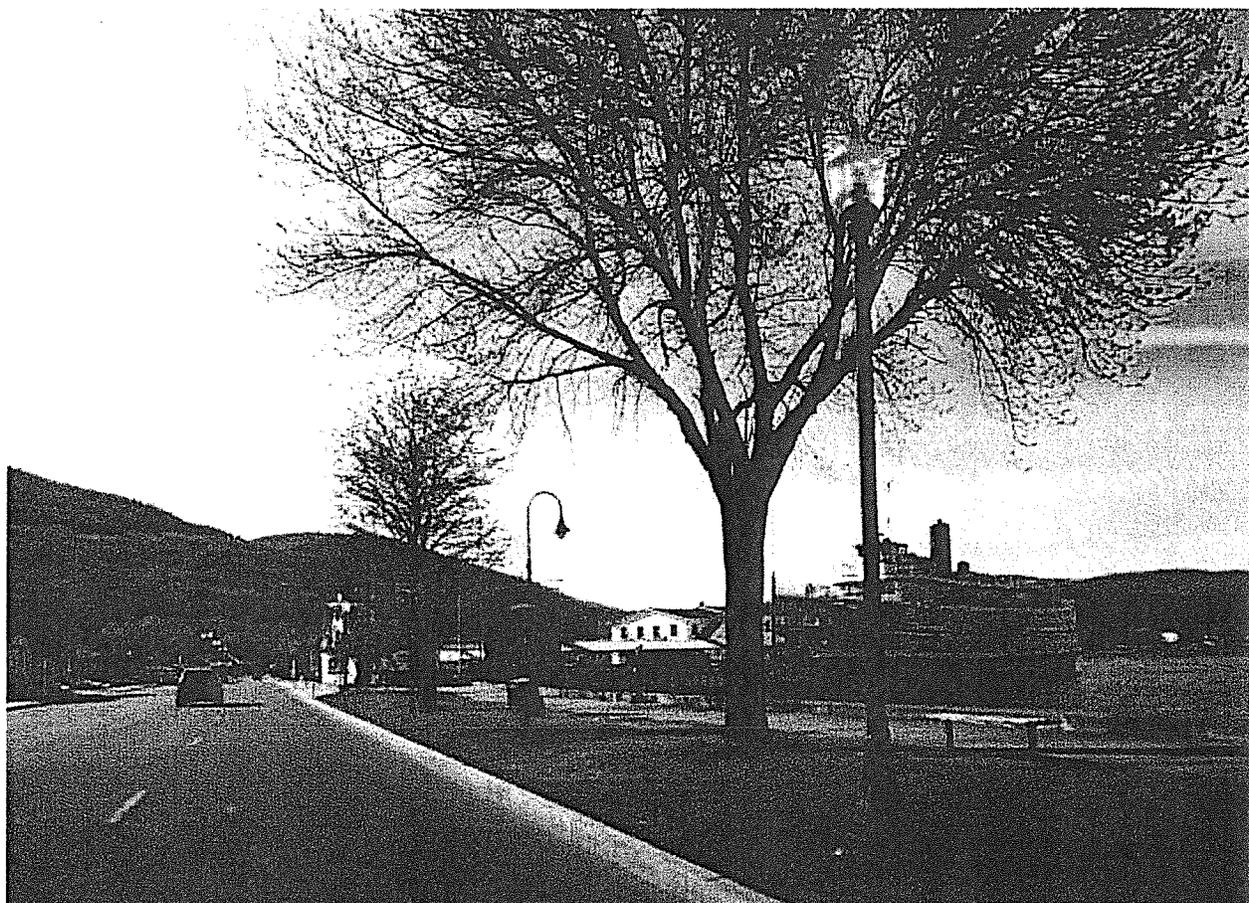
- ◆ Warren County Board of Supervisors, 10 a.m. Friday, county Municipal Center

BRIEFLY

"Turning a  printing solutions."

Proposed Solution
Design for.

Warren County



Prepared by:

Jason Kinsey
Vice President of Sales
518-928-3806

Proposed Costs:

Current Costs:

Total monthly costs = \$9,708.24

Proposed Renewal with Current Vendor = \$5,795.00

(This renewal is for re-leasing approx. 115, 5yr old machines and for replacing approx. 17 of the current machines)

Current Service Rates:

\$0.0110 per copy blk (Mono Printers)

\$0.0045 per copy blk (MFP's)

\$0.0380 per copy color (MFP's)

\$0.0150 per copy blk (Color Printers)

\$0.0500 per copy color (Color Printers)

Proposed Costs:

Total monthly costs = \$7,396.00

(This option is for replacing all 132 current machines with 132 NEW Konica Minolta machines)

The Seeley Office Systems Solution will reduce Warren Counties current costs by \$2,312.24 per month. With all NEW equipment.

Proposed Service Rates:

\$0.0060 per copy blk (Mono Printers)

\$0.0028 per copy blk (MFP's)

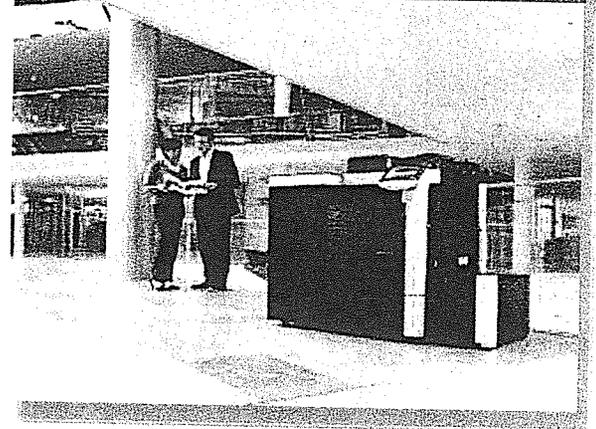
\$0.0250 per copy color (MFP's)

\$0.0060 per copy blk (Color Printers)

\$0.0400 per copy color (Color Printers)



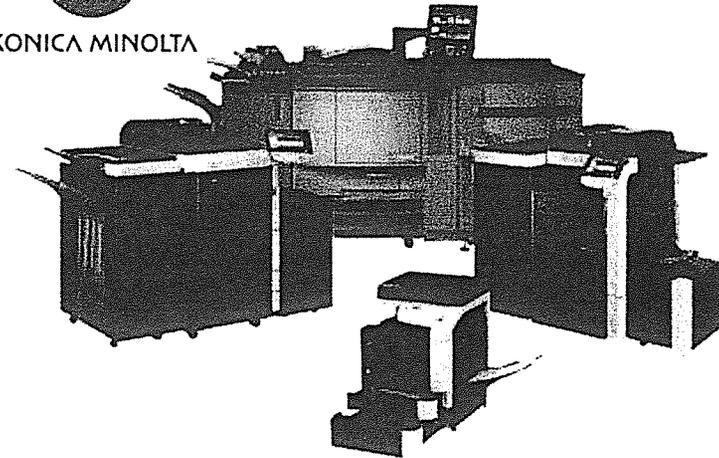
KONICA MINOLTA



Proposed Solutions:

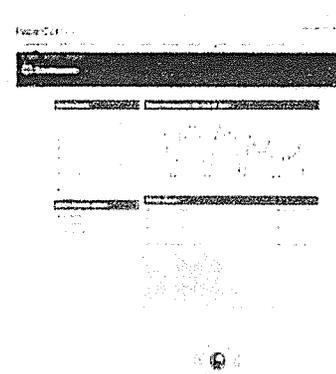
"Turning a *new leaf* in printing solutions."

Qty	Product Number/ Equipment
3	bizhub 25e Black & White Printer/Copier/Scan/Fax
3	bizhub c3301p
3	bizhub 3301P Black & White Printer
24	bizhub 4050 Printer/Copier/Scanner/Fax
24	FK-512 FAX KIT
24	Mount Kit MK-P03
50	bizhub 4700P Black & White Printer
7	bizhub C3351 Color Compact MFP
4	bizhub 308 Printer/Copier/Scanner
4	DF-701 Single Pass Dual Scan Document Feeder
4	FK-511 FK-511 Fax Kit
4	FS-533 Inner Finisher
4	DK-510 Enhanced Copy Desk
2	bizhub c258 Printer/Copier/Scanner
2	DF-701 Single Pass Dual Scan Document Feeder
2	FK-511 FK-511 Fax Kit
2	FS-533 Inner Finisher
12	bizhub 368 Printer/Copier/Scanner
12	DF-701 Single Pass Dual Scan Document Feeder
12	FK-511 FK-511 Fax Kit
12	FS-533 Inner Finisher
12	DK-510 Enhanced Copy Desk
3	bizhub C368 Printer/Copier/Scanner
3	DF-704 Single Pass Dual Scan Document Feeder
3	FK-515 Fax Kit FK-515 Fax Kit
3	FS-533 Inner Finisher
3	DK-510 Enhanced Copy Desk
5	bizhub 458 Printer/Copier/Scanner
5	DF-701 Single Pass Dual Scan Document Feeder
5	FK-511 FK-511 Fax Kit
5	FS-533 Inner Finisher
5	DK-510 Enhanced Copy Desk
4	bizhub C458e Color Printer/Copier/Scan
4	FK-511 FK-511 Fax Kit
4	FS-533 Inner Finisher
4	DK-510 Enhanced Copy Desk
4	bizhub 558 Printer/Copier/Scanner
4	DF-701 Single Pass Dual Scan Document Feeder
4	FK-511 FK-511 Fax Kit
4	FS-534 50-Sheet Stapling Finisher
4	DK-510 Enhanced Copy Desk
5	bizhub C558 Printer/Copier/Scanner
5	FK-511 FK-511 Fax Kit
5	FS-53 50 sheet Finisher
5	DK-510 Enhanced Copy Desk
1	bizhub 654e Printer/Copier/Scanner
1	DF-701 Single Pass Dual Scan Document Feeder
1	FK-511 FK-511 Fax Kit
1	FS-534 50-Sheet Stapling Finisher
2	bizhub 808 Printer/Copier/Scanner
1	FK-511 FK-511 Fax Kit
2	FS-536 50-Sheet Stapling Finisher
60	AU-205H IC Card Reader
1	PaperCut N/C



The smarter way to print

PaperCut makes it easy to manage your devices without their complexity.



Reduce print costs

Allocate printing to its participants, cut it down, and users with shared accounts.

Report on usage

By user, department, device or environment and report.

Any platform, any device

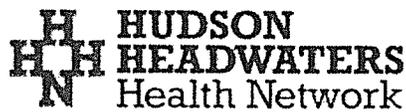
Microsoft Windows, Mac OS X, Linux, FreeBSD, and other OS environments.



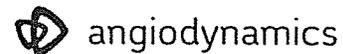
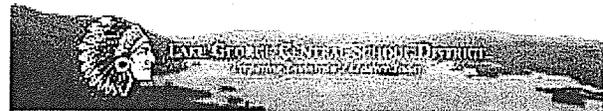
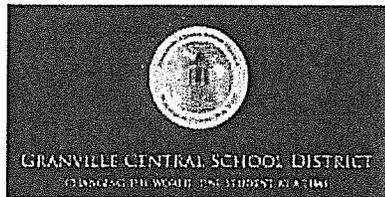
Seeley Office Systems References:



Glens Falls Hospital



Employment &
Training Administration



Additional References:

- Town of Luzerne
- Warrensburg Chamber
- Lake George Chamber
- Town of Fort Edward
- Town of Johnsbury
- Town of Argyle
- Town of Minerva
- Town of Moreau
- Town of Northumberland
- Warren EDC
- Saratoga EDC
- Adirondack Chamber
- Saratoga Chamber
- Barlett, Pontiff, Stewart and Rhodes Law Firm
- Fitzgerald, Morris, Baker and Firth Law Firm

Service Excellence

Maintenance includes the following components:

- ✓ Scheduled Cleanings
- ✓ Online and Telephone Support
- ✓ Remote and On-site Diagnosis
- ✓ Parts
- ✓ Preventive Maintenance
- ✓ Troubleshooting



Company Profile



Local Service Team on Hand

Responding to service calls both mechanical and network related within 2-4 hour- that's 50% faster than the industry standard!

Long-Term Sales and Support Contacts

Strong investment in customizing the solution for your business. We will "go the extra mile" for your loyalty.

Unlimited Customer Equipment Training

Upon install, we will conduct a series of training sessions for staff. We also offer unlimited follow-up training.

Service and Billing

Exceedingly accessible for any service needs and bill inquires.

A Green Decision

Environmentally-friendly solutions and a local business option.