

# CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT  
TRACKING NO.  
CM2826**

## CONTRACTOR INFORMATION

Name: Canon Solutions America  
Address: 10401 Deerwood Park Blvd Suite 110 Jacksonville FL 32256  
City State Zip  
Contractor's Administrator Name: Chris Dooley Title: Senior Account Executive  
Tel#: (904) 923-2030 Fax: \_\_\_\_\_ Email: cdooley@csa.canon.com


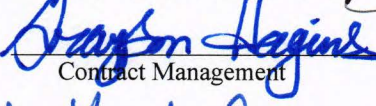

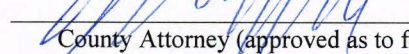
## CONTRACT INFORMATION

Contract Name: Lease/Maintenance & Supply Agreement Contract Value: \$10,800.00  
Brief Description: Lease agreement for a Model IR Advance Color Copier C5540III for 48 months @ \$225.00 per month. Maintenance & Supply Agreement base annual cost of \$0.00; B&W prints at \$0.00750 per print and Color prints at \$0.0420 per print. Utilizing the OMNIA/U. S. Communities/NIPA Cooperative Contract# FI-R-0251-18  
Contract Dates : From: 3/2020 to: 2/2024 Status:  New  Renew  Amend#  WA/Task Order  
How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other NIPA Ctr# FI-R-0251-18

### If Processing an Amendment:

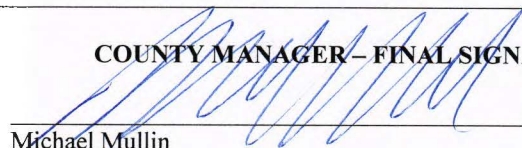
Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_  
New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

## APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.	 Department Head Signature	_____	Date	<u>Technical Services (Engineering)</u>
2.	 Contract Management	<u>3/15/20</u>	Date	Submitting Department Lease: 01132516-544000 / Maint: 01132516-546020
3.	 Office of Management & Budget	<u>3/16/20</u>	Date	Funding Source/Acct #
4.	 County Attorney (approved as to form only)	<u>3/16/20</u>	Date	

Comments: \_\_\_\_\_

## COUNTY MANAGER - FINAL SIGNATURE APPROVAL

  
Michael Mullin \_\_\_\_\_ Date 3/12/20

## RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)  
Copy: Department  
Office of Management & Budget  
Contract Management  
Clerk Finance

**Canon Solutions America Price Quote for:  
Nassau County Engineering Department**

**February 6<sup>th</sup> , 2020 Pricing expires March 30<sup>th</sup> ,2020**

**NIPA CONTRACT: #: FI-R-0251-18**

**Model IR ADVANCE COLOR C5540III**

**Black White/Color Digital Copier/Printer/Scanner/Fax**



**BASE INCLUDES:**

- **A3 11X17 print output**
- **40 B/W/ 40 COLOR PPM**
- **250 GB HDD**
- **UFR II Printing/PCL/PS Print Drivers**
- **10/100/1000 Base T Ethernet**
- **Color Universal Send w/PDF High Compression**
- **Scan in PDF OCR ,PDF Compact, Word, Powerpoint file formats**
- **Single Pass Duplexing Automatic Document Feeder**
- **USB 2.0 High Speed Connectivity**
- **Data Erase Kit DoD certified**
- **Remote user interface**

**Configuration:**

**Base Engine C5540III \$127.68**  
**2 X 550 Sheet Paper Cassettes Included in Base**  
**2450 Sheet High Capacity Paper Unit \$ 23.00**  
**Booklet Finisher \$ 47.00**  
**2/3 hole Punch \$ 11.00**  
**Buffer Pass \$3.32**  
**Fax board \$ 13.00**

**48 Month Lease Total: \$ 225.00**

- **Includes: Installation, Training, Shipping**

**NIPA CONTRACT: #: FI-R-0251-18**

**Maintenance Plan Pricing: FIXED FOR 48 MONTH**

**Zero Base Allowance**

**B&W Cost per Copy = \$.00750 per copy**

**Color Cost per Copy= \$ .0420 per copy**

***Includes all service, parts, and supplies (excluding staples and paper).***

Please Contact:

Chris Dooley SAE

Canon Solutions America

10401 Deerwood Park Blvd Suite 110

Jacksonville Fl. 32256

Cell: 904-923-0230

## Sharon Johns

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**From:** Corey Poore  
**Sent:** Tuesday, March 03, 2020 10:09 AM  
**To:** Sharon Johns  
**Subject:** FW: OMNIA/NIPA Information  
**Attachments:** Copy of National-IPA-Contract-Pricing-Book.xlsx; OMNIA-Partners-Program-Summary.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

We were trying to snip and highlight but the document is locked so we have listed the line numbers for the two contracts below as well as including the terms for the contract incase you need them.

Attorney will use all line items listed below with the exception of lines 112 and 143 which is the copier engine for the Engineering department and the booklet finisher which the attorney didn't need.

\* Engineering will use all of the lines listed below with the exception of line 110 which is the copier engine for the Attorney.

Chris also included some explanations below of why the lease rate won't match exactly to the rate in the contract based on PPT but he reduced our lease rate to bring it close in line with the lease rates listed.

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**From:** Christopher J. Dooley <cdooley@csa.canon.com>  
**Sent:** Tuesday, March 3, 2020 9:49 AM  
**To:** Corey Poore <cpoore@nassaucountyfl.com>  
**Subject:** RE: OMNIA/NIPA Information

CONTAINS EXTERNAL SENDER CONTENT: Do not open attachments unless you are expecting them and trust the sender.

- Technical Services

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Corey I am attaching the Pricing to review.....I will call to follow up



**Christopher J. Dooley**  
Account Executive, Senior

Canon Solutions America, Inc.  
, 10401 Deerwood Park Blvd. North Suite 2110 Jacksonville FL.32256,  
[www.csa.canon.com](http://www.csa.canon.com)  
[cdooley@csa.canon.com](mailto:cdooley@csa.canon.com)  
C 904.923.0230



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**From:** Corey Poore <[cpoore@nassaucountyfl.com](mailto:cpoore@nassaucountyfl.com)>  
**Sent:** Tuesday, March 3, 2020 9:46 AM  
**To:** Christopher J. Dooley <[cdooley@csa.canon.com](mailto:cdooley@csa.canon.com)>  
**Subject:** RE: OMNIA/NIPA Information

**Email was not sent from a Canon Network!**

The snipped image won't let me view the entire thing it cuts off most of the information. Is there a way to attach it instead of imbedding it? Maybe it will come through then

**From:** Christopher J. Dooley <[cdooley@csa.canon.com](mailto:cdooley@csa.canon.com)>  
**Sent:** Tuesday, March 3, 2020 9:30 AM  
**To:** Corey Poore <[cpoore@nassaucountyfl.com](mailto:cpoore@nassaucountyfl.com)>  
**Subject:** RE: OMNIA/NIPA Information

CONTAINS EXTERNAL SENDER CONTENT: Do not open attachments unless you are expecting them and trust the sender.

- Technical Services

Corey, The OMNIA/NIPA Excel sheet has the items in protected cells I can not access. I sniped the below and will reference the items by line that we are using for both departments. The Engineering Dept is ordering the C5540iIII and the Attorney Office is Ordering the C5560iIII. I will reference each line number for the items being ordered.

- ~~Line 110: C5560 Machine~~
- Line 112: C5540 Machine
- Line 114: High Capacity Cassette
- Line 141: Staple Finisher
- Line 142: Booklet Finisher
- Line 145: Buffer Pass
- Line 146: 2/3 Hole Punch
- Line 154: Fax Board

The OMNIA/NIPA contract is a not to exceed contract. I am not allowed in my pricing tool to be above the contracted pricing. You will see in the spread sheet published pricing at a certain rate factor. This number does not include the Personal Property Tax Uplift. The 48 mo FMV lease rate with PPT is .0248. This changes the per month pricing not showing in this Sheet. I am Also attaching a summary document highlighting the OMNIA/NIPA CONTACT T&C'S. Please review and let me know if you have any questions....

Subscription Support Services	
Machine	139.87 +
Machine	17.78 +
Machine	26.42 +
Machine	38.86 +
Accessories	3.66 +
	8.13 +
	10.28 +
	007
	<u>245.00</u> *



**Christopher J. Dooley**  
Account Executive, Senior

Canon Solutions America, Inc.  
10401 Deerwood Park Blvd. North Suite 2110 Jacksonville FL.32256,  
[www.csa.canon.com](http://www.csa.canon.com)  
[cdooley@csa.canon.com](mailto:cdooley@csa.canon.com)  
C 904.923.0230



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.





# Canon Solutions America

Managed Print Services, Multi-function Copier Devices



CANON SOLUTIONS AMERICA

REQUEST CONTRACT  
INFORMATION

Overview

Contract  
Documentation

Multifunction Digital  
Copiers Contract

Managed Print  
Solutions Contract

Resources

News & Events

Going Green?

*U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.*

## County of DuPage, IL Contract: FI-R-0251-18 - Multi-Functional Device Equipment, Supplies, Software and Service Solutions

Oct 1, 2018 to Sep 30, 2023

Executive Summary





MULTI-FUNCTION COPIER DEVICES AND SERVICE SOLUTIONS  
Executive Summary

**Lead Agency:** County of DuPage, IL

**Solicitation:** 18-020-LG

**RFP Issued:** January 17, 2018

**Pre-Proposal Date:** February 7, 2018

**Response Due Date:** May 1, 2018

**Proposals Received:** #5

**Awarded to: Canon Solutions America, Inc. – Contract #FI-R-0251-18**

The County of DuPage Procurement Services Division issued RFP #18-020-LG on January 17, 2018, to establish a national cooperative contract for Multi-Function Copier Devices and Service Solutions.

The solicitation included cooperative purchasing language in Sections 6 – SCOPE OF WORK AND SPECIFICATIONS and EXHIBIT A-5:

*“The County of DuPage, IL, as the Principal Procurement Agency, as defined in EXHIBIT A-5, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The County of DuPage is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. EXHIBIT A-5 contains additional information on National IPA and the cooperative purchasing agreement.”*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- County of DuPage via DemandStar website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On May 1, 2018 proposals were received from the following offerors:

- Canon Solutions America, Inc.
- Proven IT
- Sharp Electronics Corporation
- Toshiba America Business Solutions, Inc.
- Xerox Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Canon Solutions America, Inc. and proceeded with contract award upon successful completion of negotiations.

The County of DuPage, IL, National IPA and Canon Solutions America, Inc. successfully negotiated a contract, and the County of DuPage executed the agreement with a contract effective date of October 1, 2018.

Contract includes:

A full catalogue offering of Canon Solutions America, Inc. devices, service and related software solutions

Term:

A five-year agreement from October 1, 2018 through September 30, 2023, with a final contract period of September 30, 2023.

Pricing/Discount:

The County of DuPage, IL award includes discounts on the complete line of Canon Solutions America products, services and third-party applications. All units may be designed for each participating agency's specific requirements. Due to the vast array of the offering your local Canon Account Manager will work with you to identify the best solution for your requirements.

Acquisition Options:

- Purchase • Lease (36, 48, 60 months) • CPC Fleet Lease

National IPA Web Landing Pages: <http://www.nationalipa.org/Pages/Contracts-search.aspx?k=Canon>

## OMNIA Partners, Public Sector Cooperative Purchasing Organization Canon Solutions America, Inc. Program Summary

The OMNIA Partners, Public Sector (formerly known as National IPA) Cooperative Purchasing Program (“OMNIA Partners Program”) provides members with favorable, negotiated terms and significant pricing discounts. The OMNIA Partners Program utilizes the County of DuPage (“County”) Contract No: FI-R-0251-18 effective October 1, 2018 (“the Master Contract”) with Canon Solutions America, Inc. (“CSA”). The OMNIA Partners Program can be used by any “Customer” who is also an OMNIA Partners Program member. “Customer” means the public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit purchasing under the Master Contract. Information on how to participate, and the entire Master Contract, can be found at <https://www.omniapartners.com/publicsector>. Currently there is no fee to join OMNIA Partners, Public Sector. (If you were already registered as a member of National IPA, there is no need to re-register to use the Master Contract)

Under the OMNIA Partners Program:

- For multifunctional copiers and their maintenance services, the Customer can simply issue a purchase order with the below provision incorporating the Master Contract, or sign a form Canon Solutions America Unified Lease or Purchase and Maintenance Agreement, which will be subject to the terms of the Master Contract.
- For production and wide format models, managed print services and facilities management services, additional specialized terms will be provided with the Canon Solutions America proposal or RFP response.
- For all products and services, customized pricing and configurations will be included in the proposal or response. If staples, surge protectors, dedicated technicians, or removal and relocation services are not requested by the Customer, Canon Solutions America will exclude them and shall further reduce already discounted OMNIA Partners, Public Sector prices.

If issuing a purchase order for multifunctional copiers and their maintenance services, the language to be included is as follows:

“Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for Customer’s [or Buyer’s] administrative convenience and any

# OMNIA Partners, Public Sector Program Summary

Canon Solutions America, Inc.

terms and conditions on this purchase order which conflict with or vary from the terms contained in Contract FI-R-0251-18 effective 10-1-2018 between Canon Solutions America, Inc. and DuPage County, shall be deemed null and void.”

The Customer purchase order, signed Canon Solutions America documents, Canon Solutions America proposal, and/or RFP response, issued pursuant to the Master Contract, and this Program Summary shall be considered the “Customer Agreement”. Unless otherwise agreed to in writing by Canon Solutions America and the Customer, the terms of the Master Contract shall be controlling. Leasing will be through Canon Solutions America’s affiliate, Canon Financial Services, Inc. (“CFS”).

**The following favorable terms from the Master Contract modify the terms of the Canon Solutions America Form Agreements attached thereto and such Master Contract terms are controlling [as noted]. They apply to Customer unless otherwise noted.**

## 1. Venue

By submitting this response, for The County of DuPage only, Canon Solutions America has agreed that the venue for all disputes, arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage, Illinois and that Illinois law will control. *For all other Customers purchasing or leasing cooperatively off the agreement, disputes that may result between the Customer and Canon Solutions America are to be resolved in accord with the law and venue rules of the State of purchase.* (See Master Contract, Canon Solutions America Response to Section 6, Additional Comments, Subsection 4. a., “Venue”)

## 2. Fiscal Funding Out Clause

When Municipalities are allowed by their state or local laws to cancel an equipment lease obligation if the Municipality's legislative body or funding authority elects not to appropriate funding for a new fiscal year the Leases and Service Agreements (or Customer Agreements) resulting for this Master Contract allows for termination due to fiscal funding, provided the Customer can: 1) Provide proof that funding was requested; 2) Provide proof funding was denied; and 3) that no similar service will be provided by another vendor for a period of one (1) year. (See Master Contract, Canon Solutions America Response to Section 6, Additional Comments, Subsection 4. b., “Fiscal Funding Out Clause”)

## 3. Pricing and Additional Costs

Canon Solutions America will lock in its net price for the term of the Customer Agreement. For products with a coterminous end date, additions will be based on remaining term of the Customer Agreement and Canon Solutions America will provide a lease rate factor to be utilized to calculate the payment for that remaining term. If Customer wishes to cancel any existing equipment or accessories, Customer shall be responsible for any remaining payments and the return of the cancelled items. (See Master Contract, Response to Section 6, County of DuPage Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled “Section 4 – Special Conditions,

Quantities”). Additional costs may be incurred for toner abuse, any applicable taxes including personal property tax, documentation fees, security deposits (subject to credit approval), overnight delivery of supplies, and credit card payments. See enclosed agreements for full details of any and all of the above costs. (See Master Contract, Forms and Documents, Purchase and Acquisition Agreements)

#### **4. Title, Risk of Loss and Acceptance**

Title to equipment shall pass to the Customer or CFS, as applicable, upon payment of the purchase price. Risk of loss shall pass to the Customer upon delivery. Title to software shall remain with the developer or licensor. Equipment and software shall be deemed accepted by Customer upon successful delivery and installation so that the products are operating in accordance with the manufacturer’s or developer’s specification. (See Master Contract, Forms and Documents)

#### **5. Delivery and Installation**

All lease and purchase charges quoted are inclusive of delivery and installation of all Canon brand equipment. Canon Solutions America will deliver all equipment hardware within twenty (20) business days from receipt of appropriately signed and executed order document, barring any circumstances outside of our control, such as national backorder. Canon Solutions America makes every reasonable attempt to meet Customer’s requested delivery dates/times. However, because Canon Solutions America may be subject, from time to time, to manufacturer production or shipping delays (or both), Canon Solutions America may allocate distribution among all of our customers. Unfortunately, at times, this limits the delivery of requested quantities. Lead times for some products and services, including third-party software solutions and Canon Solutions America’s Managed Print Services offering, are determined by a mutually approved statement of work and formal project plan developed during the discovery phase of the project. (See Master Contract, Response to Section 6, Additional Comments, Subsection 4.e., “Delivery Commitment”)

#### **6. Additional Delivery Costs**

In the event special rigging is required, an additional charge will be assessed. “Special rigging” shall include, but not be limited to, the use of cranes, forklifts, or other mechanical devices, and the engagement of additional personnel beyond those ordinarily required for Canon Solutions America to deliver equipment via delivery van and maneuver unimpeded into and through the loading dock, hallways, and, if necessary, stairs and/or elements of Customer’s facility manually through the use of a hand truck or dolly. (See Master Contract, Form and Documents, Purchase and Acquisition Agreements)

#### **7. Warranty and Customer Satisfaction Guarantee**

Limited Warranty. All equipment supplied by Canon Solutions America comes with the original manufacturer’s warranty. In the case of Canon or Océ branded equipment, the manufacturer’s warranty is provided by Canon U.S.A., Inc. for the period specified on the Equipment Schedule/Cover Sheet period of ninety (90) days (or longer as specified) Canon Solutions America,

as an authorized Canon USA Dealer, provides all warranty service covered by the Canon Océ manufacturer warranties. Application software supplied by Canon Solutions America comes with the original developer's warranty, if any. All other equipment comes with the original equipment manufacturer's warranty, if any. CANON SOLUTIONS AMERICA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CANON SOLUTIONS AMERICA. (See Master Contract, Response to Section 6, County of DuPage Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled "Section 3 – General Conditions, Warranty").

If Customer is not satisfied with the performance of a Canon or Océ brand product, upon Customer's written request, Canon Solutions America in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement Canon Solutions America shall have the opportunity to return the product to good working order in accordance with the terms of this Contract. This policy shall apply for 3 years from the date of installation or for the initial term of any Canon Financial Services, Inc. lease, if longer, provided Customer is not in default of its Customer Agreement and such maintenance services have not been canceled or terminated. (See Master Contract, Response to Section 6, County of DuPage Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled "Section 4 – Special Conditions, Extension of Warranty").

### **8. Rightsizing**

Canon Solutions America will allow the Customer to upgrade or downgrade 5% of the cumulative installed population of machines over the term of the Customer Agreement, provided Customer has installed a minimum fleet of 200 units of Equipment [as provided to the County]. This provision excludes imageRUNNER machines with rated speeds of 110 pages per minute or greater, or imagePRESS products. (See Master Contract, Response to Section 6, County of DuPage Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled "Section 6 – Scope of Work and Specifications, Copier Rightsizing")

### **9. Relocation of Copiers [multifunctional copiers only and if requested by Customer]**

During the course of this Master Contract, it may be necessary for various reasons to relocate installed copiers. After initial installation, any copier between 20 PPM and 105 PPM may be relocated two (2) times per Customer Agreement period at no additional charge, and with an aggregate fleet relocation total not to exceed the number of units installed per member under this Customer Agreement. (See Master Contract, Response to Section 6, County of DuPage Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled "Section 6 – Scope of Work and Specifications, Copier Relocation")



## 10. End of Term Options

Except in the case of a lease schedule containing a \$1.00 purchase option, each schedule shall automatically renew on a month to month basis at the same payment amount and frequency unless Customer, at least sixty (60) days before the end of the scheduled term or any renewal term, either; (i) Exercises the purchase option in accordance with the terms hereof, or; (ii) Sends to CFS written notice that Customer does not want to renew the Schedule and at the end of such term returns the respective Equipment as provided below. CFS may cancel the automatic renewal term by, at least sixty (60) days before the end of any term, sending Customer written notice that CFS does not want the respective Schedule to renew. Unless a Schedule automatically renews or Customer purchases the Equipment as provided in the agreement, Customer shall, at the termination of the respective schedule, return the Equipment in good operating condition as set forth in the Return and Restocking Policy. (See Master Contract, Response to Section 6, Additional Comments, Subsection 4.c., “End of term Options”)

## 11. Return and Restocking Policy

Customer shall at the termination of the respective lease or rental schedule, return the equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. [However, under this OMNIA Partner Program, Canon Solutions America will pick up and return the equipment to CFS at no additional charge]. If, for any reason, Customer shall fail to return any equipment subject to a lease or a rental schedule to CFS, as provided in the agreement, by the last day of the applicable term, Customer shall pay to CFS upon demand, one billing period's payment (as specified in the applicable lease schedule), for each billing period, or portion thereof that such delivery is delayed. If Customer wishes to return supplies, you can call the toll free number located on your Canon equipment to reach a Customer Service Representative who will facilitate the return process. Canon Solutions America will pick up over shipped or defective supplies at no cost to Customer. Additionally, when Customer upgrades equipment, Canon Solutions America will pick up any leftover toner, at no cost to Customer. CFS will assess other restocking fees on a case-by-case basis based on factors including, but not limited to, reason, type, and locations. CFS's supply department pre-approves all billable pickups before we issue a Return Merchandise Authorization (RMA). (See Master Contract, Response to Section 6, Additional Comments, Subsection 4.d., “Return and Restocking Policy”)

## 12. Termination, Cancellation and Damages

The County or a Customer, as applicable, will allow a 30 day period following Vendor's (Canon Solutions America's) receipt of written notice detailing its default under the Agreement, to reasonably cure such default. All terminations by the County or Customer for breach shall require a material default by Canon Solutions America as reasonably determined by County or Customer, and shall apply only to the County or such Customer. CANON SOLUTIONS AMERICA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY ITS NEGLIGENCE OR WILLFUL MISCONDUCT. CANON SOLUTIONS AMERICA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR

SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CANON SOLUTIONS AMERICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (See Master Contract, Response to Section 6, County of DuPage Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled “Section 3 – General Conditions, Termination, Cancellation and Damages”)

### **13. Technical On-site Response Time [multifunctional copiers only]**

Response time for Fleets with Dedicated On-Site Technicians: Canon Solutions America will commit to a fleet average response of two (2) hours, over four fixed quarterly intervals per year. Response time shall be calculated from the time the County [or a Customer] call is placed with Canon Solutions America’s dispatch department, until the time the technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America’s recognized holidays. For the individual location which has multiple machines and active service calls, the technician’s arrival shall stop the response time calculation for all open service calls at that location. (See Master Contract, Canon Solutions America Response to Section 6, Additional Comments, Subsection 4.i., “Technical On-site Response Time”)

### **14. Response Time for Public Agencies [multifunctional copiers only]**

Canon Solutions America will commit to a fleet average response of four (4) hours, over four fixed quarterly intervals per year. Response time shall be calculated from the time the Customer call is placed with Canon Solutions America’s Dispatch department, until the time the Technician arrives at the individual location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America’s recognized holidays. For the individual location which has multiple machines and active service calls, the Technician’s arrival shall stop the response time calculation for all open service calls at that location. (See Master Contract, Canon Solutions America Response to Section 6, Subsection 4. j., “Response Time for Public Agencies”)

### **15. Uptime**

Canon Solutions America will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year, for devices within Canon Solutions America’s Servicing Territory. (Excludes devices with rated speeds of 105ppm or greater). Canon Solutions America will commit to a fleet average uptime of 80% on all production equipment over the 4 fixed quarterly intervals per year on production level equipment within Canon Solutions America’s Servicing Territory. Downtime is calculated from the time a service call is placed with Canon Solutions America’s dispatch department until the time the Technician completes the repair. An uptime criterion is calculated between 8:30am and 5:00pm, Monday through Friday, excluding Canon Solutions America holidays. Uptime requirements will not include preventative maintenance service calls, calls which could have been



prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of Canon Solutions America's Service Department. (See Master Contract, Response to Section 6, County of DuPage Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled "Section 6 – Scope of Work and Specifications, Parts, Staples, Toner, Distribution, and Supplies 1st bullet point")

### **16. Training [multifunctional copiers only]**

Canon Solutions America will provide Key Operator and Casual User; Canon Product Training via eLearning as our standard offer. For OMNIA Partners, Public Sector Participants that require on-premises Key Operator Training, Canon Solutions America will continue to provide at no additional cost, an operator training program for the key operators and operations demonstration for the casual users to be scheduled at mutually agreed times shortly after the initial installation and as needed thereafter. Key Operators shall be trained in the removal of simple misfeeds, the addition of supplies and toner, and the cleaning disciplines required of the specific machine. They must also be instructed in the routine necessary to acquire service, phone numbers to call and people to reach. This information must also be clearly posted on each unit. Training for use of software provided with equipment shall be provided shortly after installation, and additional training and support for future enhancements will be required. Product trainers must be certified by the manufacturer on the equipment and software supplied through this Master Contract. (See Master Contract, Response to Section 6, Additional Comments, Subsection 4.k., "Training")

### **17. Replacement of Canon Branded Equipment [multifunctional copiers only]**

Notwithstanding any provision of this Master Contract and specifically for units not placed at the County [or a Customer] , Canon Solutions America warrants the Canon Brand equipment it supplies will be free from defects in material and workmanship for ninety (90) days from the date of delivery. In addition, after such ninety (90) day period, Canon Solutions America will maintain such equipment in good operating order per manufacturer's specifications provided subject to normal use. Within five (5) years for purchase or the term of the lease, of original installation of any newly installed Canon brand equipment covered by this Master Contract, Canon Solutions America will at Customer's written request, replace such equipment with a like unit if Customer meets the following three conditions:

- (1) The equipment is continuously and exclusively serviced by Canon Solutions America from and including the date of original installation;
- (2) Customer fulfills all terms of this Master Contract;
- (3) Before requesting a replacement unit, Customer gives Canon Solutions America the opportunity to cure any service problems which Customer may have with the equipment.
- (4) In the event that an item of equipment is inoperable for a period in excess of sixteen (16) consecutive business hours, Canon Solutions America will supply a loaner unit until the

machine is restored to good working order. (See Master Contract, Canon Solutions America Response to Section 6, Additional Comments, Subsection 4. h., “Replacement of Canon Branded Equipment”)

### 18. Open Market

Products not offered on the OMNIA Partners, Public Sector website (Open Market). Canon Solutions America's intent is to offer the majority of Canon Solutions America's Canon and Alliance products, software and services within the published pricing list. There will always be items that are not listed on the OMNIA Partners, Public Sector website. These items will be known as “open market items.” These Open Market items can include but are not be limited to; products, software, services subscription services, trade-ins, etc. Open Market items are subject to best available discounting that would be given to governmental customer following Canon Solutions America's national cooperative discount process. (See Master Contract, Canon Solutions America Response to Section 6, Additional Comments, Subsection 4. f., Products not offered on the National IPA (now known as OMNIA Partners, Public Sector) website)

### 19. General Indemnity

Canon Solutions America shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County [or a Customer] and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by any third party to the extent resulting from the willful misconduct or negligent performance of services pursuant to this Agreement by the Vendor, its employees and agents or its subcontractors (collectively “Claims”) including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Vendor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), provided the County shall give Canon Solutions America prompt written notice of the Claim, allow Canon Solutions America sole control over the defense and settlement thereof, and provide Canon Solutions America with such assistance, at Canon Solutions America's expense, as Canon Solutions America shall reasonably request. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Unless Canon Solutions America fails to provide a timely and diligent defense, the County, its officers, agents, or its employees, may defend such Claim through the selection and use of their own agents, attorneys and experts. In such instance, the Canon Solutions America shall likewise be liable for the cost, fees and expenses incurred in the County's or the Canon Solutions America's defense of any such claims, actions, or suits. The Canon Solutions America shall be responsible for any property damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance. (See Master Contract, Response to Section 6, County of DuPage

Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled “Section 3 – General Conditions, Indemnity”)

## **20. Patent Indemnity**

Canon Solutions America shall indemnify, defend and hold the County [or a Customer] harmless for any loss, expense and liability incurred by the County (Customer) from any third party claims that Customer’s use or possession of Canon or Océ branded equipment (collectively “Products”) infringes or violates the U.S. patent, copyright or trade secret rights of that third party (collectively, “IP Claims”). This indemnity shall not apply to (a) modifications made to the Products without Canon Solutions America’s written consent, (b) any use of the Products in connection or combination with hardware or software for which the Products were not designed, (c) any throughput processed in connection with the Products, or (d) equipment made pursuant to specifications furnished by Customer, in all of which instances Customer shall indemnify and hold harmless Canon Solutions America. Canon Solutions America’s indemnification obligation hereunder is subject to Customer providing Canon Solutions America prompt written notice of the IP Claim, allowing Canon Solutions America sole control of the defense and settlement thereof, and providing assistance therewith, at Canon Solutions America’s expense, as Canon Solutions America reasonably requests. Canon Solutions America’s obligation under this Section is conditioned on Customer’s agreement that if such Products, or the use thereof, becomes, or in Canon Solutions America’s opinion is likely to become, the subject of such an IP Claim, Customer shall permit Canon Solutions America, at Canon Solutions America’s option and expense, either to procure the right for Customer to continue using the Products or to replace or modify the Products so that they become non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in Canon Solutions America’s judgment, Customer shall return the Products upon request by Canon Solutions America and shall have no further payment obligation except for payment obligations incurred prior to the date of return. For purchased Products, Canon Solutions America shall refund the applicable Products purchase price paid by Customer, less depreciation deducted on a five year straight-line basis. THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF CANON SOLUTIONS AMERICA WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHTS, TRADE SECRET AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO. (See Master Contract, Response to Section 6, County of DuPage Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled “Section 3 – General Conditions, Patents”)

## **21. Hard Drives**

Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data during normal operation of the Equipment (“Data”), and that Canon Solutions America is not storing Data on its behalf and that exposure or access to the Data by Canon Solutions America, if any, is purely incidental to the services performed by Canon Solutions America. Neither Canon Solutions America nor any of their affiliates has an obligation to

erase or overwrite Data upon the return of the Equipment to Canon Solutions America or any leasing company. Customer is solely responsible for: (i) Customer compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as “Initialized All Data/Settings” function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from Canon Solutions America at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). The terms of this Section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and Canon Solutions America could be construed to apply to Data. (See Master Contract, Response to Section 6, County of DuPage Exceptions / Standard Review of Bid Terms and Conditions, Chart, Row entitled “Section 4 – Special Conditions, End of Lease”)

## 22. Software

Installation/Implementation of software may be at an additional charge, and may be conditioned on Customer’s agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. Support for software is provided directly by the respective developers thereof and as set forth in each developer’s applicable separate support contract, and is not provided by Canon Solutions America under this Customer Agreement except as expressly provided herein. Support for software may require separate purchase by Customer of a support contract. The terms of support contracts for software are available from the developers, or will be provided to Customer by Canon Solutions America upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis, subject to a price increase after the initial term. Canon Solutions America shall make available to Customer from time to time upgrades and bug fixes for the software, but: (i) only if such upgrades and bug fixes are provided to Canon Solutions America by the developers of such software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by Canon Solutions America if requested by Customer shall be at additional charge. Customer is not required to use Canon Solutions America for installation of either software or for any upgrades and bug fixes, but if installation is done by anyone other than Canon Solutions America, Canon Solutions America shall have no responsibility for any performance or other issues that may result from such installation. Canon Solutions America

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Canon Solutions America, Inc.

shall also use reasonable efforts to provide Level 1 support for the software for so long as a Canon Solutions America maintenance agreement for the related equipment remains in effect, except that for certain software, Level 1 support shall be provided only if and so long as a separate software support contract for such software from the developer thereof is in effect. Level 1 support consists of (i) providing help-line telephone assistance in operating the software and identifying service problems and attempting to troubleshoot any such problems in the software; (ii) escalating operating problems to the available developer of the software as needed to rectify such problems, including facilitating contact between Customer and the developer of the software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same. If Customer acquired uniFLOW, an authorized Canon Solutions America representative may receive a print usage report for business reviews. (See Master Contract, Forms and Documents, Purchase and Acquisition Agreements)