

# City of Duvall, WA Request for Proposals



Contact:

John Botero, City Clerk  
City of Duvall  
15535 Main Street  
Duvall, WA 98019

425.788.1185

[John.Botero@duvallwa.gov](mailto:John.Botero@duvallwa.gov)

# **Request for Proposal Copier and Printer Equipment and Services**

## **INTRODUCTION**

The City Clerk of the City of Duvall is seeking proposals from experienced vendors to provide new, high-performance all-in-one scanner/copier/printer equipment and services across multiple municipal buildings. The key requirements include high-resolution color and black-and-white scanning and copying, network scanning capabilities, automatic document feeder for high-volume scanning and copying, duplex scanning and copying, fax capability, wireless and wired network connectivity, and user-friendly interface. The City of Duvall is also seeking a qualified vendor to provide printer and copier replacement and maintenance services.

The City of Duvall requests four all-in-one scanners/copiers/printers for our municipal buildings. One device will serve as the main printer for utility billing, newsletters, and event flyers, which means it must be a high-capacity printer. Our Community Development Department will also require a Plotted Printer with Scanning capability. Three of the four printers will not be as high-functioning but will need to perform routine office printing and scanning functions.

**The City invites you to submit a Proposal and Statement of Qualifications by May 12, 2025, at 16.30 PDT.**

## **BACKGROUND**

The City of Duvall is in the Snoqualmie River Valley in eastern King County, approximately 25 miles east of Seattle. The City is about 2.5 square miles in area and has a population of roughly 8,800 residents. The City is located along State Route 203 between the valley communities of Carnation and Monroe.

## **PROVIDER QUALIFICATIONS**

Qualified applicants should be an established organization offering the product and willing to work with us to implement this new tool. At the same time, they assess and advise on their product's best practices. In addition, qualified applicants should be willing to meet with the City Clerk and his team to demonstrate their product and answer any questions before selection.

## **SCOPE OF WORK**

### **General Considerations**

The selected vendor will be responsible for providing the following:

- ✓ High-resolution color and black-and-white scanning and copying.

- ✓ Network scanning capabilities with support for direct email scanning.
- ✓ Automatic Document Feeder (ADF) for high-volume scanning and copying.
- ✓ Duplex scanning and copying.
- ✓ Fax capability.
- ✓ Wireless and wired network connectivity.
- ✓ Easy user-friendly menu interface.
- ✓ Easy access to user directory/address book with configurable quick access directory.
- ✓ Configurable print/copy job presets.
- ✓ The user scan/copy feature includes reduce, enlarge, and darkness control.
- ✓ Set up scanning ability for color and black/white PDF. JPG, and TIFF to existing Windows Server shared folders.
- ✓ Must be compatible with Windows 10 and/or 11.
- ✓ Remote Toner Monitoring and Replenishment (Toner must ship to department or workgroup that requires it and be labeled clearly to what machine).
- ✓ Included MFP, copier, and printer. Helpdesk support is included in service CPC (Cost Per Copy) rates. A help desk number should be provided to end users and displayed on each machine.
- ✓ Provide all parts, labor, and supplies, including toner and staples.
- ✓ Provide user and administrator training. If a cost is associated with this training, that cost will need to be included in the proposal.
- ✓ One printer will need to be a high-capacity device, handle large volume printing jobs, and be able to print 75-150mm/s with no interruption to workflow, print quality, and perform previously mentioned functions.
- ✓ One 24"X30" Plotted Printer with Scanner capability.

## **ANTICIPATED TIMELINE**

The City of Duvall anticipates work commencing mid-June and expects all work to be completed and deployed by Tuesday, July 1<sup>st</sup>. However, the timeline may change based on any deployment implementation challenges. Vendors will be rated on their ability to meet the project timeline while meeting project goals.

## **MEETINGS AND PRESENTATIONS**

The provider's team must be available to participate in meetings with staff and other internal stakeholders throughout this project. The provider shall include training as part of this project and should consider it when creating their proposal.

## **SUBMITTAL CONTENT REQUIREMENTS**

Providers are encouraged to submit concise and clear responses to the RFP. However, responses of excessive length or complexity are discouraged.

### **1. Letter of Interest**

2. **Project Approach:** A brief description of the provider's philosophy and/or approach to the project.
3. **Scope of Work:** Describe the approach to accomplishing the objectives in the RFP and identify the proposed methodology. The City is open to innovative solutions and encourages providers to include suggestions or additional tasks that may enhance the project, streamline the scope of work, and improve cost-effectiveness.
4. **Schedule:** Include a timeline showing the estimated time required to complete the phases described in the work scope.
5. **Cost Summary:** Provide a preliminary cost summary of the work to be completed. Additional or future expenses incurred by the City of Duvall must also be mentioned and explained.
6. **Project Team:** Identify the proposed team, including sub-providers, statements of qualifications, relevant experiences, and references. Identify the project manager and principal contact who will be permanently assigned to the account (it is strongly preferred that they are the same person).
7. **Relevant Experience:** Describe the provider's experience. Include at least three projects the provider has completed that are similar to the project described in the request. For each project, provide the following information:
  - Name and contact information of the client.
  - Name and contact information of the project manager.
  - Elements of the project that are common to the project described in this request.
8. **Insurance:** Indicate the provider's current level of liability insurance.

## EVALUATION OF PROPOSALS

Each proposal will be evaluated and given a score based on the quality of the response to each of the following criteria. The maximum number of points that can be awarded is 100. The criteria include the project timeline/schedule, expertise, experience, thoroughness/clarity of proposal, and project cost.

1. Project Timeline/Schedule – 10 points maximum

Providers will be rated on their ability to meet the project timeline while meeting project goals.

2. Expertise – 25 points maximum.

The provider will be rated on 1) the qualifications of the members of the proposed team, including the responsibilities and skills of each team member and the makeup of the team relative to the scope of the project, and 2) demonstration that the project team clearly understands the project's objectives and technical requirements.

3. Experience – 25 points maximum.

The provider will be rated on their experience and demonstrated success in performing work similar to that described in this request.

4. Thoroughness/Clarity of Proposal – 20 points maximum.

Provider will be rated based on the thoroughness and clarity of the proposal.

5. Project Cost – 20 points maximum.

The provider will be rated based on the thoroughness of the detailed estimate and overall project cost.

The City's selection committee is committed to a fair and transparent evaluation process. All proposals will be reviewed based on the above criteria, and finalists will be selected for individual presentations, ensuring a thorough and equitable selection process.

### **SUBMISSION OF PROPOSAL**

Providers are encouraged to submit concise and clear responses to the RFP. However, responses of excessive length or complexity are discouraged. The documents shall have a minimum font size of 12 or greater.

Submit one copy of the proposal to the City of Duvall Clerk, PO Box 1300, Duvall, WA 98019, no later than **Monday, May 12, at 16.30 PDT**. Postmarks will not be accepted. You may e-mail your proposal to [cityclerk@duvallwa.gov](mailto:cityclerk@duvallwa.gov)

The City of Duvall will not pay any cost incurred by any provider resulting from the preparation or submittal of a proposal in response to this RFP. The City reserves the right to modify or cancel this RFP in part or in its entirety.

The provider selection shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City of Duvall is an Equal Opportunity Employer.

### **ANTICIPATED TIMELINE FOR PROVIDER SELECTION**

The City desires to select a provider and complete contract negotiations by June 16, 2025.

May 12, 2025 – Proposals Due  
May 26, 2025 – Selection of Finalists. Shortlist for Interviews  
Week of June 2, 2025 – Interviews with Finalists  
June 9, 2025 – Select Finalist  
June 16, 2025 – Final Scope and Contract Negotiations Completed.

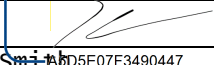
## **QUESTIONS**

For more information or questions regarding this RFP, please contact John Botero by e-mail at [John.Botero@duvallwa.gov](mailto:John.Botero@duvallwa.gov). Electronic communication is encouraged to ensure proper transparency.

**Xerox Financial Services LLC**  
 201 Merritt 7  
 Norwalk, CT 06851

# Lease Agreement



Supplier Name & Address: <b>QBSI-Xerox 14432 SE Eastgate Way Suite 300, Bellevue, WA 98007</b>			
Owner: <b>XEROX FINANCIAL SERVICES LLC - 201 Merritt 7, Norwalk, CT 06851</b>		Agreement Number:	
<b>CUSTOMER INFORMATION</b>			
Full Legal Name: <b>City of Duvall</b>			Phone: <b>(425) 788-1185</b>
Billing Address: <b>15535 MAIN STREET NE</b>		Contact Name: <b>Andrew Latham</b>	
City: <b>DUVALL</b>	State: <b>WA</b>	Zip Code: <b>98109</b>	Contact Email: <b>ALatham@snoqualmiewa.gov</b>
<b>EQUIPMENT</b>			
Quantity	Model and Description	Quantity	Model and Description
1	Xerox Altalink <del>B8145</del> <b>C8145</b> with finisher & fax	1	Altalink C8155 with finisher & fax
1	Xerox Altalink C8145 with finisher & fax		
1	Xerox Altalink C8155 BR finisher & fax		
Equipment Location (if different from Billing Address):			
<b>TERM</b>		<b>LEASE PAYMENT - (Monthly frequency unless otherwise noted)</b>	
Initial Term: <b>36</b> (in months)	Lease Payment (plus applicable taxes): <b>\$746.00</b>		<input checked="" type="checkbox"/> Fair Market Value Purchase Option ("FMV")
	Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		<input type="checkbox"/> \$1 Purchase Option
<b>PURCHASE OPTION - ('FMV' unless otherwise noted)</b>			
<b>CUSTOMER ACCEPTANCE</b>			
<b>BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.</b>			
Authorized Signer X: 	Date: <b>3/11/2022   1:36 PM PST</b>	Federal Tax ID # (Required): <b>91-6017700</b>	
Print Name: <b>Kevin Smith</b>	Title: <b>Dir. IT</b>		
<b>OWNER ACCEPTANCE</b>			
Accepted By: <b>Xerox Financial Services LLC</b>	Name and Title:		Date:
<b>TERMS &amp; CONDITIONS</b>			

**1. Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Lease Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Payment" means the Lease Payment specified above, Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

**2. Agreement, Payments and Late Payments.** You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

**3. Equipment and Software.** To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

**4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.**

**5. End of Agreement Options.** If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

**6. Equipment Delivery and Maintenance.** You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**

**7. Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined above in order to secure your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

**8. Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

**9. Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

**10. Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

**11. Equipment Warranty Information and Disclaimers.** XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

**12. Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

**13. Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 8 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

**14. Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. **IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.**

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED.** This arbitration option does not apply to any other provision of this Agreement.

**15. Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.

**16. Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

**17. Original and Sole Controlling Document. No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

**18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

**19. Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.



# Sales and Service Agreement

A Xerox Company  
 14432 SE Eastgate Way Suite 300, Bellevue, WA 98007  
 425.895.5000 | TF: 800.831.5858 | F: 425.861.1161

Date: 2/23/2022  
 Customer #: #N/A  
 Account Mgr.: Jan Zack

Ship To			Bill To		
City of Duvall			City of Duvall PO #		
15535 Main Street NE			15535 Main Street NE		
Duvall	WA	98019	Duvall WA	98019	
Install Contact: Andy Latham			Billing Contact: Andy Latham		
Install Phone #: 425-495-1453			Billing Phone: 425-495-1453		
Install Email: <a href="mailto:alatham@snoqualmie.gov">alatham@snoqualmie.gov</a>			Billing Email: <a href="mailto:alatham@snoqualmie.gov">alatham@snoqualmie.gov</a>		
			Monthly Payment: \$746.00	Contract Term: 36 Months	

Equipment					
Qty	Make	Model	Price Per Unit	Monthly Payment	Cash Sale Price
1	Xerox	Altalink C8145 with office finisher & fax			
1	Xerox	Altalink C8145 with office finisher & fax			
1	Xerox	Altalink C8145 with br finisher, 2/3 hole punch and fax			
1	Xerox	Altalink C8155 with office finisher and fax			
Total 36 Month Lease Payment				\$746.00	

Maintenance Plan - MFP					
Base Billed Monthly Unless Specified			Overage Billing Frequency		Overage Cost per Copy
Base B/W	Included	Volume B/W	Monthly	Overage frequency defaults to quarterly unless no monthly base.	Overages B/W \$0.0035
Base Color	Included	Volume Color	Quarterly		Overages Color \$0.0350
Declined Maintenance <input type="checkbox"/> QBSI-Xerox will install software to automatically download meters for contract billing. QBSI-Xerox will charge an additional fee of \$25 per overage billing cycle for meter collection should customer decline installation. <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline					
Meter Collection Method <input checked="" type="checkbox"/> 360 App <input type="checkbox"/> Email <input type="checkbox"/> FAX					

Managed Print Services (MPS)						
Make/Model	Serial Number	ID#	B/W Volume	Color Volume	B/W Start Meter	Color Start Meter

Maintenance Plan - Printers					
Base Billed Monthly Unless Specified			Overage Billing Frequency		Overage Cost per Copy
Base B/W	Included	Volume B/W	Monthly	Overage frequency defaults to quarterly unless no monthly base.	Overages B/W
Base Color	Included	Volume Color	Quarterly		Overages Color
Declined Maintenance <input type="checkbox"/> QBSI-Xerox will install software to automatically download meters for contract billing. QBSI-Xerox will charge an additional fee of \$25 per overage billing cycle for meter collection should customer decline installation. <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline					
# of Black Flat Rate Printers <input type="text"/> # of Color Flat Rate Printers <input type="text"/> Flat Rate Black Printers <input type="text"/> Flat Rate Color Printers <input type="text"/>					

Special Instructions	Total Cash Sale		Total Sales Price	
	Total Cash Sale Price		Total Monthly Payment	\$746.00
	Est Sales Tax #N/A		Estimated Sales Tax 10.00%	\$74.60
	Less Deductions		Less Deductions	
Total Cash Due		Monthly Amount Due \$820.60		

Free Network Security Assessment Network Assessment Contact Name: Phone:

Special Payment Terms & Due Dates

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance			QBSI-Xerox Authorized Signature	
Authorized Signature / Date	Print Name	Title	Signature	Date
3/2/2022   13:30 PST	Kevin Smith	Dir. IT		



# Sales and Service Agreement

A Xerox Company

14432 SE Eastgate Way Suite 300, Bellevue, WA 98007

425.895.5000 | TF: 800.831.5858 | F: 425.861.1161

## TERMS AND CONDITIONS

1. **Definitions.** This agreement (the "Agreement") between QBSI-Xerox (the "Company") and the Customer, as defined on the Sales Agreement ("Customer"), with respect to the purchase of those certain goods identified on the Sales Agreement.

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

a) A **SALE** of the Goods. If a SALE, the quantity and the price are indicated on the front of this Agreement. Payment terms are Net 30.

b) A **LEASE** of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the front of this Agreement for the benefit of Customer (please see proposed monthly payment and term). Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents.

c) A **MPS** agreement. This MPS Agreement covers both the labor and the material for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond QBSI-XEROX's control are not covered. QBSI-XEROX may terminate this MPS Agreement in the event equipment is modified, altered or serviced by personnel other than those employed by QBSI-XEROX or without consent of QBSI-XEROX. If equipment cannot be repaired in the field, QBSI-XEROX may provide a temporary loaner until the equipment is repaired and returned to the Customer site. In the event equipment cannot be repaired by QBSI-XEROX due to age, chronic failure, or parts availability, Customer has the option of purchasing new or remanufactured equipment, or rebalancing the fleet. Customer is required to notify the Company upon installation of any additional equipment capable of using Company's supplied toner cartridges. Upon installation, such equipment shall automatically be covered by the MPS Agreement and shall be considered the Equipment for all purposes under this contract.

d) For **SERVICES** of the Goods. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications); (b) use of options, accessories or products not provided by Company; (c) non-Company alterations, relocation, service or supplies; (d) loss or damage resulting from accidents, fire, water, or theft; (e) maintenance requested outside Company's normal business hours or this Agreement, (f) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, (g) parts for Scanners, (h) supplies and parts for wide format printers, (i) labor and parts for Dell/Brother printers and/or (j) paper and staples. MICR toner for laser printers may be provided for an additional charge. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. Shipping and handling fees may apply. You are responsible for the cost of excess supplies and expedited delivery. A charge for toner consumption exceeding 10% over the manufacturer's suggested yields may be charged at current retail price. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. If Equipment is moved to an address other than that on the reverse of this document, we may choose to remove it from the Agreement or add an additional charge to this Agreement. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Added equipment shall be considered the Equipment for all purposes under this contract. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon termination of this Agreement.

3. **Meters.** If meters are not provided by the Customer or meter collection software, the Company may estimate the reading, charge for meter collection and bill accordingly.

4. **Delivery and Installation.** Unless specified otherwise on the Agreement, the Company shall ship directly to clients, or deliver and install the Goods at the location specified by Customer on the Agreement unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery.

5. **Taxes.** Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.

6. **Term and Payment.** This Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent. Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. Unless notified in writing thirty (30) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year period. Upon expiration of the agreement and anytime thereafter, the Company may evaluate the agreement and choose to cancel the agreement or add vintage fees. No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. If any payment is overdue, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee.

7. **Default.** Customer will be in default of this Agreement if Company does not receive payment within 30 days after the date payment is due or Customer breaches any other obligation under this Agreement. Customer will pay all reasonable costs, including re-stocking fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to returning the Goods.

8. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 10 shall survive termination of this Agreement.

9. **Warranties and limitation of liability on work performed.** There are no warranties, whether expressed, implied or statutory, on any goods provided by Company, including without limitation any implied warranty of merchantability and fitness for a particular purpose. No obligation or liability shall grow out of the company rendering technical or other advice in conjunction with goods provided under this agreement.

10. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.

11. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

12. **Governing Law.** This Agreement shall be governed by the laws of the state of Washington without regard to the conflict of laws or principles of such states.

13. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.

14. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.

15. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

Initial 