

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council Of Howard County, Maryland

2014 Legislative Session

Legislative Day No. 8

Bill No. 41 -2014

Introduced by: The Chairman at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a multi-year Lease Agreement and Lease Agreement Addendum between Howard County, Maryland and Advance Business Systems & Supply Company, for the lease of multi-function copiers.

Introduced and read first time _____, 2014. Ordered posted and hearing scheduled.

By order _____
Sheila M. Tolliver, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2014.

By order _____
Sheila M. Tolliver, Administrator

This Bill was read the third time on _____, 2014 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Sheila M. Tolliver, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ____ day of _____, 2014 at ____ a.m./p.m.

By order _____
Sheila M. Tolliver, Administrator

Approved by the County Executive _____, 2014

Ken Ulman, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN ALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, Howard County, Maryland (the “County”) wishes to lease multi-function
2 copiers that are not only capable of copying but that are also capable of printing, faxing and
3 scanning; and
4

5 **WHEREAS**, Fairfax County, Virginia in cooperation with U.S. Communities
6 Government Purchasing Alliance, issued a Request for Proposal 2000000264 for the lease and
7 maintenance of multifunctional printers/copiers (the “Fairfax RFP”); and
8

9 **WHEREAS**, Ricoh Americas Corporation (“Ricoh”) submitted a proposal and was
10 selected by Fairfax County to provide the multifunction copiers sought in the Fairfax RFP; and
11

12 **WHEREAS**, Savin copiers are a brand that is offered by Ricoh and Savin is part of the
13 same corporate family as Ricoh and, for these reasons, the County wishes to lease Savin copiers
14 instead of Ricoh copiers; and
15

16 **WHEREAS**, Advance Business System and Supply Company (“Advance”), is the
17 approved dealer in the mid-Atlantic area to provide Savin copiers; and
18

19 **WHEREAS**, the County now wishes to “piggyback” on the Fairfax RFP and to enter into
20 a Lease Agreement and Contract Rider Lease Agreement Addendum, both documents attached
21 collectively as Exhibit A, with Advance for the lease of Savin multi-function copiers for a term
22 of four years; and
23

24 **WHEREAS**, the Lease Agreement and Lease Agreement Addendum require the payment
25 by the County of funds from an appropriation in a later fiscal year and therefore requires County
26 Council approval as multi-year agreements pursuant to Section 612 of the Howard County
27 Charter.
28

29 **NOW, THEREFORE,**

1
2 **Section 1. Be It Enacted** by the County Council of Howard County, Maryland that in
3 accordance with Section 612 of the Howard County Charter, it approves the terms of the Lease
4 Agreement and Lease Agreement Addendum between Howard County and Advance Business
5 Systems & Supply Company, which shall be in substantially the same form as Exhibit A attached
6 to this Act.

7
8 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that
9 the County Executive is hereby authorized to execute and deliver the Lease Agreement and Lease
10 Agreement Addendum for such term in the name of and on behalf of the County.

11
12 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that
13 this Act shall be effective immediately upon its enactment.

Thank you for choosing Advance Business Systems & Supply Company ("We", "Us" or "Our") to lease the equipment listed above (the "Equipment") in this Lease Agreement (the "Lease"). The terms "You" and "Your" when used herein mean you our Customer, the Lessee of the Equipment.

1. **LEASE AGREEMENT:** You agree to rent from Us the Equipment and You promise to pay Us rent according to the payment schedule above plus all other amounts which are due from You under the terms of this Lease. **THIS LEASE IS NON-CANCELLABLE.**
2. **LEASE TERM AND PAYMENTS:** The term shall commence on the day that any of the Equipment is delivered to You (the "Commencement Date"). Rent shall be payable in advance beginning on the Commencement Date and continuing thereafter until all amounts due under the Lease are paid in full. At the end of the term the Lease shall automatically renew for another twelve (12) month term unless terminated by either party on not less than ninety (90) days written notice prior to the end of the term of the Lease. You may not pay off this Lease and return the Equipment prior to the end of the lease term without Our consent. In addition to all other amounts due under the Lease, We may charge You an early termination fee equal to ten percent (10%) of the original equipment value. At the end of the term of the Lease or any renewal thereof, You agree at Your own expense, to return the Equipment to Us at the location We designate, in good working order and condition.
3. **TAXES:** You shall keep the Equipment free and clear of all levies, liens and encumbrances or process. You shall pay ALL license fees, registration fees, assessments, charges and taxes (federal, municipal and state, **INCLUDING PERSONAL PROPERTY TAXES**) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the Equipment during the term of the Lease. If We are required to pay any of these fees or taxes, You will reimburse Us.
4. **INTEREST:** Should You fail to pay any part of the rent or any other sum You are required to pay under the Lease within five (5) days after the due date thereof, You agree to pay to Us interest on such delinquent payment from the expiration of said five (5) days until paid at an annual percentage rate of eighteen percent (18%).
5. **OWNERSHIP OF EQUIPMENT:** We are the sole owner and title holder of the Equipment.
6. **INSTALLATION AND USE:** (a) You are responsible for timely site preparation where the Equipment is to be installed. You will make available sufficient workspace for Us to perform installation when applicable. You shall be responsible for all costs associated with installation unless otherwise stated herein, including but not limited to, all equipment cabling. You agree to make available an operator for training purposes in the use of the Equipment. At Your own cost and expense, You will keep the Equipment in good working order and condition; (b) You shall not pledge, lend, create a security interest in, sublet or part with possession of the Equipment or any part thereof or attempt in any other manner to dispose of the Equipment, without Our prior written consent; (c) You will cause the Equipment to be operated by competent and qualified personnel in accordance with the Equipment's manufacturer's specifications and manual of instruction. You will not allow the Equipment to be used in a manner that violates any applicable law, rule or regulation. All paper, chemicals and toner used to operate the Equipment shall meet or exceed the Equipment's manufacturer's specifications. You will grant Us access to Your premises to read meters, inspect, repair or remove the Equipment hereunder, and You will not make any alterations, additions or improvements to the Equipment and not move the Equipment from the location(s) where installed without the prior written approval of one of Our officers. Any alteration, additions or improvements made to the Equipment shall belong to Us and immediately become Our property; (d) You bear the entire risk of loss, damage, theft, rent distraint or destruction of the Equipment from any cause whatsoever, and upon any such occurrence, You shall not be relieved of the obligation to pay rent or from any other obligation under this Agreement. You are responsible for and must pay to Us on demand, the then current list price of any lost, levied, seized, stolen or damaged Equipment, as well as the cost of restoring any Equipment that is returned with extraordinary wear and tear or damage.
7. **ACCEPTANCE:** Unless within 48 hours after delivery of the Equipment, You give Us written notice specifying any defect in or other valid objection to the Equipment, it shall be conclusively presumed, as between Us and You, that the Equipment is acknowledged by You to be in good working order and condition and that You have inspected and accepted it and are satisfied that the Equipment constitutes the Equipment specified in the Lease and You take it "**AS-IS**" and "**WITH ALL FAULTS**".
8. **LIABILITY AND INSURANCE:** You are responsible for any losses or injury caused by the Equipment. You promise to keep the Equipment fully insured against loss until the Equipment is returned to Us and to maintain insurance that protects Us from liability for any damage or injury caused by the Equipment or its use. You promise to provide Us evidence of the insurance, showing Us as the loss payee and additional insured, upon request. If You fail to provide such evidence, You authorize Us to obtain coverage on Your behalf. We may file claims and endorse insurance checks on Your behalf. You must continue to make payments until the Lease is paid off by the insurance proceeds.
9. **DELAYS:** We are not liable for any damages, whether direct, indirect, special, incidental, consequential, exemplary or of any other nature, for delay in delivery or installation (where applicable), or for the failure to give notice of such delay, when delay is due to factors beyond Our reasonable control or was caused by You.
10. **DISCLAIMER OF WARRANTIES: THE EQUIPMENT IS BEING LEASED TO YOU IN "AS-IS" CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS LEASE. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** You are aware of the Equipment manufacturer and You will contact the manufacturer for a description of Your warranty rights. Provided You are not in Default under this Lease, You may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute You may have regarding performance of the Equipment directly with the manufacturer of the Equipment.
11. **LIMITATION OF LIABILITY:** Advance's liability shall be limited at Advance's option to either (a) the repair or replacement of the Equipment by Advance, or (b) to the amount of the rent due under the Agreement which has been previously paid by CUSTOMER under this Agreement, not to exceed, in any event, an amount equal to six month's rent. **EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 11, ADVANCE SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL RESULTING FROM ITS DELIVERY OF DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, WORK PRODUCT AND/OR GOODS, OR FROM ANY DELAY IN DELIVERING EQUIPMENT, SERVICES, WORK PRODUCT AND/OR GOODS OR FOR ANY ANTICIPATED, ACTUAL, OR ALLEGED LOST PROFITS, INCIDENTAL DAMAGES, LOSS OF TIME, OR OTHER LOSSES INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THE EQUIPMENT, SERVICES, WORK PRODUCT AND/OR GOODS AS DESCRIBED, PROVIDED, OR TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE OF THE EQUIPMENT AND SERVICES, FAILURE OF PERFORMANCE OF THE EQUIPMENT AND GOODS, FAILURE OF ADVANCE TO PERFORM IN ACCORDANCE WITH ITS OBLIGATIONS UNDER THIS AGREEMENT; LOSS OF ANY DATA (WHETHER BELONGING TO CUSTOMER OR ANYONE WHO HAS PROVIDED DATA TO CUSTOMER), AND WHICH DATA IS AT ANY TIME WITHIN CUSTOMER'S CUSTODY; LOSS OF (OR LOSS OF USE OF) ANY SOFTWARE OR FEATURE OR ANY COMPUTER, ELECTRONICS OR OTHER EQUIPMENT ATTACHED OR CONNECTED TO THE EQUIPMENT (WHETHER BY ELECTRICAL, MECHANICAL OR ANY OTHER MEANS) AND/OR SOFTWARE RELATED TO THE EQUIPMENT'S USE; AND/OR FOR LOSS RESULTING FROM ANY INJURY TO PERSON OR PROPERTY, INCLUDING BUT NOT LIMITED TO, CLAIMS AND THIRD PARTY CLAIMS ARISING OUT OF TORT AND/OR CONTRACT, LAW OR EQUITY. UNDER NO CIRCUMSTANCES SHALL ADVANCE BE LIABLE TO CUSTOMER OR ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS OR ANY THIRD PARTY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE INSTALLATION, CONNECTION, INTERFACING AND/OR OPERATION OF THE EQUIPMENT INDEPENDENTLY OR IN CONJUNCTION WITH ANY OTHER PROPERTY OR EQUIPMENT. THE EQUIPMENT SUPPLIED UNDER THIS AGREEMENT MAY CONTAIN ONE OR MORE HARD DRIVES THAT MAY CONTAIN OR RETAIN DATA RESULTING FROM CUSTOMER'S OR OTHERS' USE OF THE EQUIPMENT WHILE IT WAS IN CUSTOMER'S CUSTODY AND/OR DURING THE TERM OF THE SERVICE AGREEMENT. THIS DATA MAY REMAIN IMBEDDED ON THE HARD DRIVE(S) AFTER THE EQUIPMENT IS NO LONGER IN SERVICE UNDER THIS AGREEMENT. THE RESPONSIBILITY FOR THE SECURITY OF ANY SUCH DATA LOCATED AND RETAINED ON THE EQUIPMENT HARD DRIVE(S) IS AND WILL REMAIN THAT OF THE CUSTOMER. IF THE EQUIPMENT IS RETURNED TO ADVANCE AT THE TERMINATION OF THIS AGREEMENT (OR OTHERWISE), ADVANCE IS PLEASED, UPON CUSTOMER'S REQUEST, TO OFFER CUSTOMER ALTERNATIVES TO PROTECT OR DESTROY THIS DATA. IN NO INSTANCE SHALL ADVANCE BE RESPONSIBLE TO THE CUSTOMER OR ANY THIRD PARTY FOR THE PROTECTION OR PROTECTION AGAINST DISSEMINATION, OR DESTRUCTION OF ANY DATA IMBEDDED (IN ANY MANNER) ON THE EQUIPMENT'S HARD DRIVE(S); AND THE CUSTOMER COVENANTS AND AGREES AS, AND WITHOUT LIMITATION, TO THE EXTENT SET FORTH IN PARAGRAPH 12 TO INDEMNIFY AND HOLD ADVANCE HARMLESS FROM ANY CLAIM(S) ALLEGED OR BROUGHT AGAINST ADVANCE BY OR FROM ANYONE REGARDING THE SECURITY, USE, OR DISCLOSURE OF ANY DATA IMBEDDED ON THE HARD DRIVE(S) OF THE EQUIPMENT, DURING THE TERM OF THIS AGREEMENT OR THEREAFTER.**

12. INDEMNIFICATION: Notwithstanding anything to the contrary contained elsewhere in this Agreement, Customer assumes liability for and shall indemnify, protect, save and keep harmless Advance, its agents, servants, and employees from and against all liability, including, but not limited to, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including legal expenses of any kind and nature imposed upon, without limit, incurred by or asserted against Advance in any way (directly or indirectly) relating to or arising out of this rental or of the use of the Equipment. The indemnification contained in this paragraph shall continue in full force and effect, notwithstanding the termination of this Agreement and shall survive the termination of this Agreement.

13. DEFAULT: Any of the following events or conditions will constitute Default hereunder:

(a) You fail to pay any sum due Us within five (5) days after the due date thereof; (b) You fail to observe or perform any other term, covenant or condition of this Lease or any other instrument or document executed in connection herewith; (c) the filing by or against You of a petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors; (d) the voluntary or involuntary making of an assignment of a substantial portion of Your assets for the benefit of creditors, appointment of a receiver or trustee for You or for Your assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Your affairs, or You cease doing business as a group concern; (e) any representation or warranty made by You herein or in any document delivered by You in connection herein will prove to have been misleading in any material respect when made; or (f) You are in Default under any other contract with Us.

14. REMEDIES: If You are in Default under this Lease, We shall, with or without notice to You, have the right to exercise concurrently or separately and without any election of remedies to be deemed made, the following remedies: (a) elect that all amounts owed under the full current term of this Agreement be accelerated and the entire obligation hereunder be due immediately; (b) require the immediate return the Equipment; (c) terminate this Lease; (d) enter on the premises in which the Equipment is located and without any court order or other process of law, repossess and remove the Equipment, whether with or without notice to You, any such repossession shall not constitute a termination of this Lease unless We so notify You in writing, and We shall have the right, at Our option, to lease the Equipment to any other person or persons on such terms and conditions as We shall determine; (e) sell the Equipment to the highest bidder at public or private sale; (f) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by You and/or any guarantee hereunder of the applicable covenants of this Lease and obtain a judgment against said parties for all amounts owing under this Lease, including, but not limited to, all unpaid rent, interest on all amounts due hereunder at an annual rate of eighteen percent (18%), costs, taxes and expenses, including attorneys' fees of twenty-five percent (25%) of all amounts due hereunder, witness fees, plus further relief that the court considers appropriate for Your breach; (g) exercise all rights available to Us under applicable law. In the event either sub-sections (d) or (e) above are exercised, there shall be due from You, and You will immediately pay to Us, the difference between the total amount of rentals to be received from any third person or the purchase price at such sale, as the case may be, and the total unpaid rental provided to be paid hereunder, together with the estimated fair market value of the Equipment for the original lease termination date, plus all of Our costs and expenses in repossessing, re-leasing, transporting, repairing, selling or otherwise handling the Equipment.

15. CONFESSION OF JUDGMENT: You hereby irrevocably authorize and empower any attorney of any Court of Record within the United States to appear for You in any Court in one or more proceedings, or before any Clerk thereof, and to confess judgment against You, without prior notice to You or opportunity for a prior hearing, in Our favor, or Our assigns or successors in interest, for any sums due by virtue of this Lease, plus interest, taxes, costs of suit, witness fees and collection fees including attorneys' fees not to exceed twenty-five percent (25%) of the total amount due at the time of confession. You hereby waive all rights to stay of execution on said judgment, as well as any demand or presentment for payment, notice of dishonor, protest, notice and trial by jury.

16. ASSIGNMENT: You shall not assign, sublet or pledge the Equipment or this Lease. You agree that all Our rights in the Equipment and under this Lease may be assigned, pledged or otherwise disposed of, without notice to You, but always subject to Your rights under this Lease.

17. SOLVENCY: You represent to Us that You are solvent and that Your assets exceed Your liabilities and You can meet Your debts and obligations as they become due. This representation is made by You to allow Us the option to elect the remedies provided in Section 2-702 of the Maryland Commercial Law Article ("MCLA").

18. STATUTE OF LIMITATIONS: No action by You shall be brought at any time against Us unless written notice of any claim alleged to exist is delivered by You to Us within ninety (90) days after the event complained of first becomes known or should have become known to You. Any legal proceedings in connection with such claim shall be filed within twelve (12) months after the event complained of first became known or should have become known to You or shall be considered forever barred.

19. JURISDICTION: Your contractual relationship with Us constitutes an agreement made in Maryland and is governed by the laws of Maryland. At Our election, any action arising from such agreement may be litigated in Maryland, and You by executing this Lease, acknowledge that it was formed in Maryland and You consent to the jurisdiction and venue of any local, state or federal court located in Maryland, including but not limited to, those located in Baltimore County, Maryland.

20. SURVIVAL: The provisions of this Lease which benefit Us, as well as Your obligations as set forth herein, shall survive termination, cancellation or expiration of this Lease.

21. MISCELLANEOUS: If a court finds any provision of this Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. All of Our written notices to Us must be sent by certified mail. Notwithstanding terms and conditions contained in any purchase order relating to the Equipment, the terms and conditions of this Lease will prevail. You agree that a facsimile copy of this Lease bearing authorized signatures may be treated as an original.

22. LESSEE WAIVERS: You waive notices of Our intent to accelerate the rent, the acceleration of the rent and of the enforcement of Our rights. WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent You are permitted by law, You waive all rights and remedies You have by Article 2A (Sections 508-522) of the MCLA including, but not limited to, Your rights to cancel or repudiate security interest in any Equipment in Your possession. To the extent You are permitted to by law, You also waive any rights You now or later may have under any statute or otherwise which require Us to sell, lease or otherwise use any Equipment to reduce Our damages or which may otherwise limit or modify any of Our rights and remedies. You authorize Us to sign on Your behalf and file at any time any documents in connection with the MCLA.

23. TRUE LEASE: You agree that this is NOT a "Finance Lease" or "Capital Lease" as those terms are defined under Title 2A of The Commercial Law Article of the Annotated Code of Maryland or other applicable law.

24. ENTIRE CONTRACT: This Agreement contains the entire, complete and only agreement between the parties and supersedes all pre-existing agreements or arrangements between the parties. It is not binding upon Us until the time it is signed by Our authorized officer. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by an authorized officer. **NONE OF OUR EMPLOYEES OR AGENTS ARE AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO ANY WHICH MAY HAVE BEEN MADE IN THIS AGREEMENT. YOU ARE WARNED. THEREFORE, TO CHECK THIS AGREEMENT CAREFULLY TO SEE THAT IT CORRECTLY REFLECTS THOSE TERMS THAT ARE IMPORTANT TO YOU. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND THAT THE SIGNATORY HAS THE CAPACITY AND AUTHORITY TO BIND YOU TO ITS TERMS.**

PERSONAL GUARANTY

I guaranty that the Customer will make all payments and pay all other charges and fees due under this Agreement and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that Advance may modify the Agreement or make other arrangements with the Customer and I will still be responsible for all payments and obligations under the Agreement. I agree that Advance need not notify me of any default under the Agreement, and in the event of default, I will pay all amounts due under its terms and I hereby agree to be bound by all the terms and conditions of the Agreement including the remedies provided to Advance in the event of default, such as those contained in Paragraphs 12, 14 and 15 of the Agreement, which will also be enforceable against me personally. I have read and understand the Agreement and agree to be personally bound by all of its terms and conditions.

**CONTRACT RIDER
LEASE AGREEMENT ADDENDUM
PA 95-2014**

This Lease Agreement Addendum (“Addendum”) is made this ___ day of _____, 2014, and is made part of and amends that certain Lease Agreement (“Agreement”) by and between **Advance Business Systems & Supply Company** (“Lessor”) and **Howard County, Maryland** (“Lessee”). The words “you” and “Your” refer to the Lessee and the words “We”, “Us”, and “Our” refer to the Lessor. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW THEREFORE, for goods and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. Lessor hereby covenants and agrees to perform all services in strict and entire conformity with the County of Fairfax, Virginia Request For Proposal 2000000264 (“Bid”), in cooperation with U.S. Communities Government Purchasing Alliance, Lease or Purchase of Multifunctional Devices and Other Related Products, Services and Solutions, which is incorporated herein by reference. If any terms in the Lease Agreement are in conflict with the provisions of the Bid, the provision of the Bid shall control.
2. **Section 3. TAXES.** The following is added to the end of the section: “Both Lessor and Lessee acknowledge that the Lessee is a governmental entity, exempt from all local, state and federal taxes. Should such exemption be denied, the Lessee agrees to pay all applicable non-exempt taxes to the Lessor.”
3. **Section 4. INTEREST.** The sentence is replaced with: “Should You fail to pay any part of the rent or any other sum You are required to pay under the Lease within thirty (30) days after the due date thereof, You agree to pay to Us interest on such delinquent payment from the expiration of said thirty (30) days until paid at an annual percentage rate of six percent (6%).”
4. **Section 6. INSTALLATION AND USE.** Subsection (d) is replaced with: “You bear the entire risk of loss, damage, theft, rent distraint or destruction of the equipment from any cause whatsoever, and upon any such occurrence, You shall not be relieved of the obligation to pay rent or from any other obligation under this Agreement unless (1) this Agreement is terminated; or (2) the damage is caused by Advance employees or agents.”
5. Section 7. **ACCEPTANCE.** The first sentence is changed to begin with, “Unless within 30 days after delivery of the Equipment...”
6. **Section 8. LIABILITY AND INSURANCE.** This section is replaced with: “You agree to keep the equipment insured for damage or injury caused by the equipment or its use; to insure the equipment for replacement cost; and to include Us as Loss Payee as Our interest may appear. You shall provide evidence of insurance if requested. We acknowledge that You are a governmental entity that obtains its insurance in part from a self-insurance program and in part from participation in a government-sponsored insurance pool, that Your insurance requirement per this paragraph may be fulfilled through a program of self-insurance, and that evidence of insurance coverage may be provided via a letter from Your appropriate department prior to the Commencement Date. You must continue to make payments until the Lease is paid off by the insurance proceeds.”

7. **Section 11. LIMITATION OF LIABILITY.** This section is replaced with:

Advance's liability shall be limited at Advance's option to either (a) the repair or replacement of the Equipment by Lessor; or (b) to the amount of the rent due under the Agreement which has previously been paid by Customer under this Agreement, not to exceed, in any event, an amount equal to six months' rent.

If the Lessor causes damage to the Lessee's property or injury or death to its employees, agents or officials, the limitation of liability set forth in Section 11 will not apply. In such cases, the Lessor's liability shall not exceed the policy limits of its general liability insurance.

Except as otherwise set forth in this Section 11, Lessor shall not be liable for any damages, direct, indirect, incidental or consequential resulting from, or from any delay in delivering Equipment, services, work product and/or goods or for any anticipated, actual, or alleged lost profits, incidental damages, loss of time or other losses incurred by Lessee or any third party in connection with the Equipment, services, work product and/or goods as described, provided or to be provided under this Agreement, including, but not limited to, the loss of use of the Equipment and services, failure of performance of the Equipment and goods, loss of any data (whether belonging to Lessee or anyone who has provided data to Lessee), and which data is at any time within Lessee's custody; loss of (or loss of use of) any software or feature or any computer, electronics or other equipment attached or connected to the Equipment (whether by electrical, mechanical or any other means) and/or software related to the Equipment's use.

Under no circumstances shall Lessor be liable to Lessee or its employees, agents, successors, assignees or any third party for direct, indirect, incidental, special or consequential damages resulting from the installation, connection, interfacing and/or operation of the Equipment independently or in conjunction with any other property or equipment.

The Equipment supplied under this Agreement may contain one or more hard drives that may contain or retain data resulting from Lessee's or others' use of the Equipment while it was in Lessee's custody and/or during the term of the Service Agreement. This data may remain imbedded on the hard drive(s) after the Equipment is no longer in service under this Agreement. The responsibility for the security of any such data located and retained on the Equipment hard drive(s) is and will remain that of the Lessee. If the Equipment is returned to the lessor at the termination of this Agreement (or otherwise), the Lessor, upon Lessee's request, will protect or destroy this data at cost of One Hundred Dollars (\$100.00) per machine. In no instance shall Lessor be responsible to any third party for the protection of, protection against dissemination, or destruction of any data imbedded (in any manner) on the Equipment hard drive(s). To the extent permitted by the Local Government Tort Claims Act, found at Sections 5-301 through 5-304 of the Courts and Judicial Proceedings Article of the Maryland Annotated Code, as supplemented from time to time, and the limitations of liability set forth therein, and subject to appropriations by the Howard County Council, the Lessee covenants and agrees to the extent set forth in Paragraph 12 to indemnify and hold Lessor harmless from any claim(s) alleged or brought against Lessor by or from anyone regarding the security, use, or disclosure of any data imbedded on the hard drive(s) of the Equipment, during the term of this Agreement or thereafter.

8. **Section 12. INDEMNIFICATION.** This section is replaced with: "To the extent permitted by the Local Government Tort Claims Act, found at Sections 5-301 through 5-304 of the Courts and Judicial Proceedings Article of the Maryland Annotated Code, as supplemented from time to time, and the limitations of liability set forth therein, and subject to appropriations by the Howard County Council, and notwithstanding anything to the contrary contained elsewhere in this

Agreement, Lessee assumes liability for and shall indemnify, protect, save and keep harmless the Lessor, its agents, servants, and employees from and against all liability, including, losses, damages, and expenses and disbursements, incurred by or asserted against Lessor in any way relating to or arising out of this rental or the use of the Equipment. The indemnification contained in this paragraph shall continue in full force and effect, notwithstanding the termination of the Agreement and shall survive the termination of this Agreement. In no event shall the Lessee be liable for (a) special, indirect or consequential damages or (b) any damages whatsoever from loss of data or profits arising out of or in connection with the contract exceeding Lessee's actual rental fees as agreed under the terms of this Lease."

9. **Section 13. DEFAULT.** This section is replaced with: "Any of the following events or conditions will constitute default hereunder:

(a) You fail to pay any sum due Us within thirty (30) days after the due date thereof; or (b) any representation or warranty made by You herein or in any document delivered by You in connection herein will prove to have been misleading in any material respect when made."

10. **Section 14. REMEDIES.** In the first sentence, "with or without notice" is replaced with: "with thirty (30) days' notice".

In subsection (d), "with or without notice to You" is replaced with: "with notice to You".

In subsection (f), "eighteen percent (18%), costs, taxes and expenses including attorneys' fees of twenty-five percent (25%)" is replaced with: "six percent (6%) costs and expenses".

The language in Section 14 after "(g) exercise all rights available to Us under applicable law." is deleted.

11. **Section 15. CONFESSION OF JUDGMENT.** This section is deleted in its entirety.

12. **Section 16. ASSIGNMENT.** The second sentence is replaced with: "You agree that all Our rights in the Equipment and under this Lease may be assigned, pledged or otherwise disposed of, but only if We provide You prior written notice and You consent in writing to the assignment, pledge or disposition, which consent shall not be unreasonably withheld."

13. **Section 18. STATUTE OF LIMITATIONS.** This section is deleted in its entirety.

14. **Section 19. JURISDICTION.** The end of the first sentence is changed to read, "...including but not limited to, those located in Howard County, Maryland."

15. **Section 20. SURVIVAL.** This section is deleted in its entirety.

16. **Section 22. LESSEE WAIVERS.** This section is deleted with the exception of the bolded, capitalized statement which reads, "WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL."

17. **Personal Guaranty.** This paragraph is deleted in its entirety.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement PA-95-2014.

WITNESS:

**ADVANCE BUSINESS & SUPPLY
COMPANY, INC**

Signature

Alan I. Elkin
President

Print Name: _____

WITNESS:

HOWARD COUNTY, MARYLAND a body
corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

Ken Ulman
County Executive

APPROVED FOR LEGAL SUFFICIENCY
this ____ day of _____, 2014.

INFORMATION TECHNOLOGY APPROVED:

Margaret Ann Nolan
County Solicitor

Christopher J. Merdon
Chief Information Officer
Department of Technology and Communications
Services

REVIEWING ATTORNEY:

Type Name: _____

Title: _____

CustNum: 10GY79 Report Date: 4/8/2014

Equip ID	Model	Serial	Install Date	Location	Site	Lease Amt	Add-on	Monthly Charge/ Base	Monthly Base Copies	Excess B/W Rate	Meter Code	Avg. Mo. Usage	Avg. 6 Mo. Usage	Color Rate	Accessories on Previous Model	Replacement with Similar Accessories	Equip Cost
Contract Link: COMB 10GY79																	
XC334	9228S	V8205702082	10/12/2010	10155 OLD COLUMBIA RD, 21046	FIRE STATION10 RIVERSPARK	\$ 95.92		\$5,264.43	700000	0.00750	BLK 1693	1593			ARDF, SR3050, BRIDGE, CABINET,	Savin 3053	\$ 93.75
XC071	9240S	V7905701507	10/12/2010	6751 COLUMBIA GATEWAY DR, 21046	3RD FL CITIZENS SVCS	\$ 124.80				0.00750	BLK 7093	7407			PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XC077	C3333	V1505700763	10/12/2010	6751 COLUMBIA GATEWAY DR, 21046	HUMAN RIGHTS	\$ 160.42				0.00750	BLK 3324	3268			PAPER BANK, BRIDGE, SR790	Savin 4503	\$ 153.17
XC280	9240S	V7905701503	10/12/2010	6751 COLUMBIA GATEWAY DR, 21046	2ND FL MAILROOM	\$ 124.80				0.00750	BLK 3498	3575			PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XC290	C4040	V1205601174	10/12/2010	6751 COLUMBIA GATEWAY DR, 21046	OFFICE OF AGING STE 200	\$ 170.81				0.00750	BLK 9522	8839			PAPER BANK, BRIDGE, SR790	Savin 4503	\$ 153.17
XC884	9240S	V7905701499	10/12/2010	6751 COLUMBIA GATEWAY DR, 21046	FIRE AND RESCUE 4TH FLR	\$ 124.80				0.00750	BLK 4148	3193			PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XC885	9240S	V7905700934	10/12/2010	6751 COLUMBIA GATEWAY DR, 21046	DEPT PUBLIC WORKS 5TH FL	\$ 124.80				0.00750	BLK 6178	6035			PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XC893	9060S	V6905701530	10/12/2010	6751 COLUMBIA GATEWAY DR, 21046	STE 501 PURCHASING	\$ 212.21				0.00750	BLK 14295	14501			SR4030, FAX	Savin 6002	\$ 237.17
XC273	9021D	L7006640052	10/12/2010	7161 COLUMBIA GATEWAY DR, 21046	WORKFORCE DEV STE D	\$ 57.03				0.00750	BLK 3412	2715			ARDF, LARGE CAB, AIO KIT	Savin 2501	\$ 62.80
XC894	9060S	V6905701542	10/12/2010	7121 COLUMBIA GATEWAY DR, 21046	SOCIAL SERVICE	\$ 212.21				0.00750	BLK 10620	13945			SR4030	Savin 6002	\$ 226.35
XC274	917S	V4408805962	10/12/2010	7751 MAYFIELD AVE, 21075	CNTRL SVCS FLEET MAYFIELD	\$ 37.97				0.00750	BLK 527	569			NONE	Savin 301 SPF	\$ 41.68
XC360	9228S	V8205700765	10/15/2010	7751 MAYFIELD AVE, 21075	MAYFIELD HIGHWAYS	\$ 106.10				0.00750	BLK 1696	1222			ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 3053	\$ 104.56
XC529	917S	V4408706461	03/19/2014	7751 MAYFIELD AVE, 21075	MAYFIELD FLEET	\$ -				0.00750	BLK 53	520			NONE	Savin 301 SPF	\$ 41.68
XC367	9228S	V8205700418	10/18/2010	10000 CLARKSVILLE PIKE, 21042	REC AND PARTS CENTENNIAL	\$ 95.92				0.00750	BLK 1456	737			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC106	9228S	V8205700743	10/14/2010	5950 SYMPHONY WOODS RD, 21044	STE 503	\$ 95.92				0.00750	BLK 990	834			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC337	9228S	V8205702118	10/13/2010	11226 SCAGGSVILLE RD, 20723	POLICE SOUTH DIST FRNTDSK	\$ 95.92				0.00750	BLK 3053	2652			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC338	9228S	V8205700029	10/13/2010	11226 SCAGGSVILLE RD, 20723	FIRE STATION	\$ 95.92				0.00750	BLK 1718	1713			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC890	9240S	V7905701500	10/13/2010	11226 SCAGGSVILLE RD, 20723	POLICE SOUTH DIST WATCH	\$ 124.80				0.00750	BLK 7425	7343			PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XD330	9228S	V8215101199	10/13/2010	11226 SCAGGSVILLE RD, 20723	POLICE SOUTH DIST SPL OP	\$ 95.92				0.00750	BLK 572	1008			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC105	9228S	V8205701427	10/15/2010	8360 COURT AVE, 21043	BASEMENT CIRCUIT COURT	\$ 95.92				0.00750	BLK 1749	1542			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC111	9228S	V8205701418	10/15/2010	8360 COURT AVE, 21043	SHERRIFF NO 1 COURTHOUSE	\$ 95.92				0.00750	BLK 1122	1221			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC113	917S	V4409202343	10/15/2010	8360 COURT AVE, 21043	COURT REPORTING OFFICE	\$ 37.97				0.00750	BLK 251	212			CABINET	Savin 301 SPF	\$ 43.89
XC408	C2828	V1405700951	10/15/2010	8360 COURT AVE, 21043	CIRCUIT COURT JUDGES 2	\$ 114.00				0.00750	BLK 2022	2555			CABINET, BRIDGE, SR3050	Savin 3503	\$ 124.62
XC410	9240S	V7905701211	10/15/2010	8360 COURT AVE, 21043	JURY ASSBLY ROOM LOFT	\$ 113.74				0.00750	BLK 5851	6352			CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC602	9240S	V7905701220	10/15/2010	8360 COURT AVE, 21043	CIRCUIT CT JURY LGE 4FL	\$ 113.74				0.00750	BLK 8011	6617			CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC368	9228S	V8205701512	10/19/2010	14212 FREDERICK RD, 21723	PUBLIC WORKS HWY MAINT CK	\$ 95.92				0.00750	BLK 1124	888			ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 3053	\$ 104.56
XC369	9228S	V8205701154	10/19/2010	14212 FREDERICK RD, 21723	CENTRAL FLT SVCS	\$ 106.10				0.00750	BLK 1022	1195			ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 3053	\$ 104.56
XC127	9228S	V8205701153	10/19/2010	2350 MARRIOTTSTVILLE RD, 21104	MAINTENANCE BLDG	\$ 106.10				0.00750	BLK 971	1147			ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 3053	\$ 104.56
XC413	9060S	V6905701293	10/18/2010	2200 SCOTT WHEELER DR, 21104	COPY MAILRM 2ND FL	\$ 212.21				0.00750	BLK 11334	12981			SR4030	Savin 6002	\$ 226.35
XC119	9240S	V7905701208	10/18/2010	2400 RR 97, 21723	GARY JR COMMUNITY CENTER	\$ 124.80				0.00750	BLK 7162	6796			PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XC122	917S	V4409202383	10/18/2010	2400 RR 97, 21723	GLENWOOD SR CENTER	\$ 35.37				0.00750	BLK 346	290			NONE	Savin 301 SPF	\$ 41.68
XC363	9060S	V6905701161	10/18/2010	3300 N RIDGE RD, 21043	CITZ SVC CHD CARE STE 380	\$ 212.21				0.00750	BLK 14297	6424			SR4030	Savin 6002	\$ 226.35
XC364	9060S	V6905701286	10/18/2010	3300 N RIDGE RD, 21043	STE 240	\$ 212.21				0.00750	BLK 20904	16405			SR4030	Savin 6002	\$ 226.35
XC110	9228S	V8205700763	10/15/2010	3410 COURT HOUSE DR, 21043	POLICE DEBRIEFING	\$ 95.92				0.00750	BLK 5617	5499			ARDF, SR3050, BRIDGE, CABINET	Savin 4002	\$ 112.30
XC354	9240S	V7905700940	10/14/2010	3410 COURT HOUSE DR, 21043	PROPERTY/EVIDENCE	\$ 124.80				0.00750	BLK 2692	2245			PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XC355	9060S	V6905701189	10/15/2010	3410 COURT HOUSE DR, 21043	POLICE 9TH DIST MAIN HL	\$ 212.21				0.00750	BLK 12934	12440			SR4030	Savin 6002	\$ 226.35
XC356	C4040	V1205700354	10/15/2010	3410 COURT HOUSE DR, 21043	POLICE HUMAN RESOURCES	\$ 170.81				0.00750	BLK 4355	4416			PAPER BANK, BRIDGE, SR790, FAX	Savin 4503	\$ 165.15
XC407	9080S	V7105700161	10/15/2010	3410 COURT HOUSE DR, 21043	POLICE 9TH DIST RECORDS	\$ 278.99				0.00750	BLK 50309	46900			LCT, SR4030, PUNCH UNIT	Savin 9002	\$ 299.69
XC365	9240S	V7905701207	10/18/2010	3451 COURT HOUSE DR, 21043	DIST CRT STATES ATTORNEY	\$ 113.74				0.00750	BLK 11347	9920			CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC078	9065C	V7600700606	10/13/2010	7120 OAKLAND MILLS RD, 21046	1ST FL MAIL RM SEE F6	\$ 329.66				0.00750	BLK 11864	11135			SR4030	Savin 6502	\$ 310.90
XC081	9065C	V7600700102	10/13/2010	7120 OAKLAND MILLS RD, 21046	RECS AND PARKS 2ND FL	\$ 329.66				0.00750	BLK 6974	6411			SR4030	Savin 6502	\$ 310.90
XC291	917S	V4409202386	10/13/2010	7120 OAKLAND MILLS RD, 21046	REC AND PARKS WAREHOUSE	\$ 35.37				0.00750	BLK 797	635			NONE	Savin 301 SPF	\$ 41.68
XC277	917S	V4408805959	10/13/2010	8800 RIDGE RD, 21043	RADIO SHOP	\$ 42.94				0.00750	BLK 283	212			PAPER BANK, CABINET	Savin 301 SPF	\$ 48.67
XC895	9228S	V8205702145	10/13/2010	8800 RIDGE RD, 21043	FLEET - PARTS	\$ 106.10				0.00750	BLK 2588	2453			ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 3053	\$ 104.56
XG860	301S	W912PB05208	02/21/2013	8800 RIDGE RD, 21043	COUNTY ADMIN MAINT	\$ 108.96				0.00750	BLK 999	936			PAPER FEED	Savin 301 SPF	\$ 48.67
XC080	9228S	V8205702161	10/13/2010	8900 GREENWOOD PL, 20763	ADMIN BLDG	\$ 95.92				0.00750	BLK 3740	3407			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC349	9228S	V8205602124	10/14/2010	8900 GREENWOOD PL, 20763	MAINTENANCE SHOP	\$ 95.92				0.00750	BLK 1649	1516			AREF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC336	9240S	V7905701057	10/13/2010	7301 WATERLOO RD, 20794	CORRECTIONS 2 ADMIN OFFC	\$ 113.74				0.00750	BLK 7335	6349			CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC341	9228S	V8205700608	10/13/2010	7301 WATERLOO RD, 20794	HEALTH ADDNS DETNTION CTR	\$ 95.92				0.00750	BLK 2133	2019			ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 3053	\$ 104.56
XC889	9240S	V7905701066	10/13/2010	7301 WATERLOO RD, 20794	COMMITMENT OFFICE	\$ 113.74				0.00750	BLK 15592	15759			CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC287	9228S	V8205702138	10/13/2010	7060 OAKLAND MILLS RD, 21046	STE M NATURAL RESOURCES	\$ 95.92				0.00750	BLK 4849	4607			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC403	9060S	V6905701503	10/13/2010	7060 OAKLAND MILLS RD, 21046	STE P RECS AND PARKS	\$ 212.21				0.00750	BLK 20536	16636			SR4030, PRINT/SCAN,	Savin 6002	\$ 226.35
XC340	9228S	V8205700039	10/13/2010	7311 WATERLOO RD, 20794	CORRECTIONS 3 CNTRL BOOK	\$ 95.92				0.00750	BLK 10160	10015			ARDF, SR3050, BRIDGE, CABINET	Savin 4002	\$ 112.30
XC342	9228S	V8205702141	10/19/2010	8250 OLD MONTGOMERY RD, 21046	PUBLIC WORKS UTIL 1 ADMIM	\$ 95.92				0.00750	BLK 2876	3076			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC079	9228S	V8205702077	10/19/2010	8270 OLD MONTGOMERY RD, 21046	PUBLIC WORKS UTIL 2 OPER	\$ 95.92				0.00750	BLK 2048	1724			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC237	9228S	V8205701756	10/12/2010	8270 OLD MONTGOMERY RD, 21046	UTILITIES METER SHOP	\$ 95.92				0.00750	BLK 3513	3189			ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 3053	\$ 104.56
XC288	9228S	V8205702152	10/19/2010	8270 OLD MONTGOMERY RD, 21046	PUBLIC WORKS UTIL 3 WHSE	\$ 95.92				0.00750	BLK 1201	981			ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XE611	C9130	V9316000189	02/29/2012	8270 OLD MONTG													

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Equip ID	Model	Serial	Install Date	Location	Site	Lease Amt	Add-on	Monthly Charge/ Base	Monthly Base Copies	Excess B/W Rate	Meter Code	Avg. Mo. Usage	Avg. 6 Mo. Usage	Color Rate	Accessories on Previous Model	Replacement with Similar Accessories	Equip Cost
XC575	9175	V4408805960	10/13/2010	8400 FAIR ST, 20763	SAVAGE PARK	\$ 35.37				0.00750	BLK	129	110		NONE	Savin 301 SPF	\$ 41.68
XC102	9228S	V8205602133	10/14/2010	9250 BENDIX RD, 21045	FACILITIES 1 ADMIN	\$ 95.92				0.00750	BLK	2991	3076		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC107	9228S	V8205701464	10/14/2010	9250 BENDIX RD, 21045	CID-STE B1200	\$ 95.92				0.00750	BLK	2824	2811		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC108	9240S	V7905701034	10/14/2010	9250 BENDIX RD, 21045	DILP RM A1100 THOMAS DORS	\$ 124.80				0.00750	BLK	7648	6956		PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XC350	9228S	V8205701520	10/14/2010	9250 BENDIX RD, 21045	SHERRIFF 4 DORSEY	\$ 95.92				0.00750	BLK	1410	1065		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC351	9228S	V8205700416	10/14/2010	9250 BENDIX RD, 21045	SHERRIFFS DEPT	\$ 95.92				0.00750	BLK	463	427		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC352	9228S	V8205701145	10/14/2010	9250 BENDIX RD, 21045	RECORDS	\$ 106.10				0.00750	BLK	4273	5636		ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 4002	\$ 124.09
XC353	9228S	V8205700412	10/14/2010	9250 BENDIX RD, 21045	FACILITIES 2 OPERATIONS	\$ 95.92				0.00750	BLK	772	663		ARDF, SR3050, BRIDGE, CABINET	Savin 3503	\$ 124.62
XC361	9240S	V7905700944	10/15/2010	9250 BENDIX RD, 21045	DORSEY BLD TRAN SPECIAL P	\$ 134.98				0.00750	BLK	3567	993		PAPER BANK, SR790, BRIDGE, FAX	Savin 4002	\$ 132.06
XC404	9228S	V8205701521	10/14/2010	9250 BENDIX RD, 21045	ADMIN SECTION SHERIFF	\$ 95.92				0.00750	BLK	1627	1611		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC898	9240S	V7905701063	10/14/2010	9250 BENDIX RD, 21045	DORSEY BLDG STE B1100	\$ 134.98				0.00750	BLK	3094	2920		PAPER BANK, SR790, BRIDGE, FAX	Savin 4002	\$ 132.06
XD564	9228S	V8215101166	05/02/2011	9250 BENDIX RD, 21045	STE B200 AUTO ENFORCEMNT	\$ 121.31				0.00750	BLK	5087	5401		ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 4002	\$ 124.09
XF102	C3502	W502L600451	09/04/2012	9250 BENDIX RD, 21045	B1600 COMPUTER RM	\$ 315.43				0.00750	BLK	3909	3373		PAPER BANK, SR3090, BRIDGE	Savin 4503	\$ 153.17
											CLR	3703	3791	0.07500			
XC400	9228S	V8205701866	10/14/2010	5081 CEDAR LN, 21044	REC AND PARKS	\$ 95.92				0.00750	BLK	796	594		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC402	9228S	V8205701531	10/14/2010	5815 BANNEKER RD, 21044	FIRE STATION 7	\$ 95.92				0.00750	BLK	3117	2729		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC103	9228S	V8205700804	10/14/2010	5950 TAMAR DR, 21045	FIRE STATION 9 LONG REACH	\$ 95.92				0.00750	BLK	4094	3953		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC346	9021D	L7006540227	10/14/2010	6600 CRADLEROCK WAY, 21045	CITIZENS SR CENTER	\$ 57.03				0.00750	BLK	1900	1767		ARDF, LG CABINET, AIO KIT,	Savin 2501	\$ 62.80
XC101	9228S	V8205602128	10/14/2010	8576 DAVIS RD, 21045	ANIMAL CONTROL	\$ 95.92				0.00750	BLK	3910	3615		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC070	9240S	V7905701311	10/12/2010	8930 STANFORD BLVD, 21045	1ST FL HEALTH DEPT	\$ 113.74				0.00750	BLK	5278	4625		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC074	9240S	V7905701502	10/12/2010	8930 STANFORD BLVD, 21045	BEHAVIORAL HEALTH	\$ 113.74				0.00750	BLK	5900	4974		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC076	9240S	V7905701512	10/12/2010	8930 STANFORD BLVD, 21045	1ST FL HEALTH DEPT	\$ 113.74				0.00750	BLK	9558	8297		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC234	9240S	V7905701497	10/12/2010	8930 STANFORD BLVD, 21045	1ST FL HEALTH DEPT	\$ 113.74				0.00750	BLK	7937	8291		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC281	9240S	V7905701054	10/12/2010	8930 STANFORD BLVD, 21045	ADMIN OFFICE	\$ 113.74				0.00750	BLK	5347	6123		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC282	9240S	V7905701059	10/12/2010	8930 STANFORD BLVD, 21045	2ND FL	\$ 113.74				0.00750	BLK	3014	1829		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC283	9228S	V8205700935	10/12/2010	8930 STANFORD BLVD, 21045	2ND FL	\$ 95.92				0.00750	BLK	2569	2275		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC286	9228S	V8205701741	10/12/2010	8930 STANFORD BLVD, 21045	2ND FL SIDE ENTRANCE	\$ 95.92				0.00750	BLK	3982	4475		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC333	9240S	V7905701313	10/12/2010	8930 STANFORD BLVD, 21045	1ST FLOOR	\$ 113.74				0.00750	BLK	14634	16364		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC343	9228S	V8205702135	10/19/2010	8930 STANFORD BLVD, 21045	DTCS 7TH FL	\$ 95.92	\$ 25.51			0.00750	BLK	14100	7925		ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 3503	\$ 136.60
XC449	C3333	V1505500338	11/17/2010	8930 STANFORD BLVD, 21045	1ST FL HEALTH DEPT	\$ 160.42				0.00750	BLK	2793	2934		PAPER BANK, BRIDGE, SR790	Savin 4503	\$ 153.17
											CLR	3600	3515	0.07500			
XC883	9228S	V8205702140	10/12/2010	8930 STANFORD BLVD, 21045	HEALTH RESOUR 1ST FL	\$ 95.92				0.00750	BLK	2748	3053		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC897	9240S	V7905701205	10/14/2010	8930 STANFORD BLVD, 21045	HUMAN RESOURCES FL 2	\$ 113.74				0.00750	BLK	7294	8199		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XG609	C3002	W493L300511	06/19/2013	8930 STANFORD BLVD, 21045	ASCEND ONE BLDG 2ND FL	\$ 433.90				0.00750	BLK	551	518		CABINET, BRIDGE, SR3050	Savin 3503	\$ 124.62
											CLR	928	777	0.07500			
XC104	9228S	V8205602092	10/14/2010	9104 GUILFORD RD, 21045	HOWARD CNTY GOV STE 1A	\$ 95.92				0.00750	BLK	2767	3608		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC405	9240S	V7905701209	10/14/2010	9770 PATUXENT WOODS DR, 21046	BOARD OF ELECTIONS STE200	\$ 124.80				0.00750	BLK	5498	8713		PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XC409	9240S	V7905701201	10/19/2010	5470 RUTH KEETON WAY, 21044	DEPT OF AGING BAIN SR CNT	\$ 113.74				0.00750	BLK	4809	4376		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC601	9240S	V7905701050	10/19/2010	5470 RUTH KEETON WAY, 21044	DEPT AGING BAIN SR CTR	\$ 113.74				0.00750	BLK	7477	5803		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC115	9175	V4409202384	10/18/2010	4301 RR 32, 21036	CENTRAL FLT SVC DAYTON	\$ 37.97				0.00750	BLK	366	367		CABINET	Savin 301 SPF	\$ 43.89
XC125	9228S	V8205602116	10/18/2010	4301 RR 32, 21036	PUBLIC WORKS HWY MAIN AD	\$ 95.92				0.00750	BLK	2134	1663		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC126	9228S	V8205602119	10/18/2010	4301 RR 32, 21036	BUREAU OF HIGHWAYS	\$ 95.92				0.00750	BLK	1237	1409		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC124	9175	V4409202391	10/18/2010	15040 CARRS MILL RD, 21723	WESTERN REGIONAL	\$ 35.37				0.00750	BLK	584	561		NONE	Savin 301 SPF	\$ 41.68
XC417	9228S	V8205602122	10/18/2010	4150 MONTGOMERY RD, 21043	FIRE STATION NO 2	\$ 95.92				0.00750	BLK	4049	3808		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC100	9228S	V8205701862	10/14/2010	3450 COURT HOUSE DR, 21043	STATES ATTORNEY 1ST FLOOR	\$ 95.92				0.00750	BLK	3510	3336		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC118	9240S	V7905701043	10/18/2010	3450 COURT HOUSE DR, 21043	OFFICE OF LAW 1ST FL	\$ 124.80				0.00750	BLK	6898	6913		PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27
XC891	9228S	V8205702122	10/19/2010	3450 COURT HOUSE DR, 21043	POLICE COMMUNICATIONS 911	\$ 95.92				0.00750	BLK	2193	1741		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC899	9060S	V6905701280	10/14/2010	3450 COURT HOUSE DR, 21043	CARROLL BLDG 2ND FL	\$ 212.21				0.00750	BLK	22126	21636		SR4030	Savin 6002	\$ 226.35
XG623	C4502	W513L400429	07/01/2013	3450 COURT HOUSE DR, 21043	OFFICE OF LAW	\$ 553.89				0.00750	BLK	2707	1634		PAPER BANK, BRIDGE, SR3090	Savin 4503	\$ 153.17
											CLR	1729	1812	0.07500			
XC416	9240S	V7905701068	10/18/2010	9151 RUMSEY RD, 21043	MENTAL HEALTH STE 150	\$ 113.74				0.00750	BLK	5755	5880		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30
XC415	9228S	V8205700421	10/18/2010	708 LISBON CTR DR, 21797	SOIL CONSERVATION	\$ 95.92				0.00750	BLK	2690	2776		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC370	9228S	V8205701054	10/18/2010	3525 ELLICOTT MILLS DR, 21043	STE L	\$ 95.92				0.00750	BLK	1462	1204		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC120	9228S	V8205602110	10/18/2010	8267 MAIN ST, 21043	WELCOME CTR POLICE OFFICE	\$ 95.92				0.00750	BLK	2230	1880		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC276	9175	V4408805932	10/12/2010	8267 MAIN ST, 21043	WELCOME CTR POLICE OFFICE	\$ 37.97				0.00750	BLK	413	186		CABINET	Savin 301 SPF	\$ 43.89
XC121	9228S	V8205602140	10/18/2010	9401 FREDERICK RD, 21042	DEPT OF AGING	\$ 95.92				0.00750	BLK	3951	3230		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XC123	9228S	V8205602134	10/18/2010	9601 OLD FREDERICK RD, 21042	FIRE STATION 8 BETHANY	\$ 95.92				0.00750	BLK	1727	1563		ARDF, SR3050, BRIDGE, CABINET	Savin 3053	\$ 93.75
XD194	C9130	V9315200361	05/02/2011	6692 CEDAR LN, 21044	ROBINSON NATURE CTR	\$ 145.36				0.00750	BLK	3883	3428		CABINET, BRIDGE, SR3050, FAX	Savin 3503	\$ 136.60
											CLR	1957	1554	0.07500			
XC888	9240S	V7905701049	10/13/2010	9411 WHISKEY BOTTOM RD, 20723		\$ 113.74				0.00750	BLK	414					



HOWARD COUNTY MARYLAND

CustNum: 10GY79 Report Date: 4/8/2014																		
Equip ID	Model	Serial	Install Date	Location	Site	Lease Amt	Add-on	Monthly Charge/Base	Monthly Base Copies	Excess B/W Rate	Meter Code	Avg. Mo. Usage	Avg. 6 Mo. Usage	Color Rate	Accessories on Previous Model	Replacement with Similar Accessories	Equip Cost	
XC359	917S	V4409202392	10/15/2010	3000 MILLTONE DR, 21043		\$ 35.37				0.00750	BLK	372	372		CABINET	Savin 301 SPF	\$ 43.89	
XC275	917S	V4408805961	10/12/2010	6105 ROCKBURN BRANCH PK R, 21075	REC AND PARKS ROCKBURN	\$ 35.37				0.00750	BLK	1019	924		NONE	Savin 301 SPF	\$ 41.68	
XA543	C5050	V1394901223	03/24/2014	3430 COURT HOUSE DR, 21043		\$ -				0.00750	BLK	4836	4037		PAPER BANK, 1-BIN TRAY, FAX	Savin 4503	\$ 157.20	
XC112	9228S	V8205700764	10/15/2010	3430 COURT HOUSE DR, 21043	FINANCE WATER SEWER	\$ 106.10				0.00750	BLK	1375	1143	0.07500	ARDF, SR3050, BRIDGE, CABINET, FAX	Savin 3053	\$ 104.56	
XC114	917S	V4409202340	10/15/2010	3430 COURT HOUSE DR, 21043	FINANCE CASHIERS 1ST FL	\$ 37.97				0.00750	BLK	2579	2547		CABINET	Savin 301 SPF	\$ 43.89	
				3430 COURT HOUSE DR, 21043	FINANCE 1ST FL										NONE	Savin 301 SPF	\$ 41.68	
				3430 COURT HOUSE DR, 21043	FINANCE 1ST FL										NONE	Savin 305 SPF	\$ 52.43	
				3430 COURT HOUSE DR, 21043	BASEMENT ACCOUNTING										PAPER BANK, FIN, BRIDGE, 2ND LINE	Savin 4503	\$ 174.87	
XC116	9240S	V7905701042	10/15/2010	3430 COURT HOUSE DR, 21043	COUNTY ADMIN 3RD FL	\$ 123.92				0.00750	BLK	4490	3962		CABINET, SR790, BRIDGE, FAX	Savin 4002	\$ 124.09	
XC284	917S	V4408805966	10/13/2010	3430 COURT HOUSE DR, 21043	DILP 1ST FLOOR	\$ 37.97	\$ (2.60)			0.00750	BLK	1014	865		NONE	Savin 301 SPF	\$ 43.89	
XC293	917S	V4408805965	10/14/2010	3430 COURT HOUSE DR, 21043	TAX CUSTOMER SERVICE	\$ 35.37				0.00750	BLK	793	645		NONE	Savin 301 SPF	\$ 41.68	
XC294	917S	V4408805968	10/14/2010	3430 COURT HOUSE DR, 21043	PLANNING-ZONING	\$ 35.37				0.00750	BLK	558	561		NONE	Savin 301 SPF	\$ 41.68	
XC357	C4040	V1205700352	10/15/2010	3430 COURT HOUSE DR, 21043	3RD FL PUBLIC INFORMATION	\$ 186.90				0.00750	BLK	3197	3247		PAPER BANK, BRIDGE, SR790, FAX	Savin 4503	\$ 165.15	
XC358	9240S	V7905701041	10/15/2010	3430 COURT HOUSE DR, 21043	ZONING 1ST FLOOR	\$ 134.98				0.00750	BLK	2422	2629	0.07500	PAPER BANK, SR790, BRIDGE, FAX	Savin 4002	\$ 132.06	
XC362	9240S	V7905701061	10/15/2010	3430 COURT HOUSE DR, 21043	HOWARD BLDG GROUND FL	\$ 123.92				0.00750	BLK	3961	3654		PAPER BANK, SR790, BRIDGE, FAX	Savin 4002	\$ 132.06	
XC406	9065C	V7600700741	10/15/2010	3430 COURT HOUSE DR, 21043	COUNTY COUNCIL 1ST FL	\$ 329.66	\$ 93.93			0.00750	BLK	7084	6287		PAPER BANK, FIN, BRIDGE, 2ND LINE	Savin 4503	\$ 174.87	
XC412	9240S	V7905701210	10/15/2010	3430 COURT HOUSE DR, 21043	INSPECT AND PERMITS 1FL	\$ 124.80				0.00750	BLK	23984	22501		SR4030, PS3	Savin 6502	\$ 316.46	
XC600	9240S	V7905701045	10/15/2010	3430 COURT HOUSE DR, 21043	3RD FL CAROLS DESK	\$ 113.74				0.00750	CLR	10239	9753	0.07500	PAPER BANK, SR790, BRIDGE	Savin 4002	\$ 120.27	
XC603	C3333	V1505700771	10/15/2010	3430 COURT HOUSE DR, 21043	PLANNING ZONING 2ND FL	\$ 176.51				0.00750	BLK	7471	6610		CABINET, SR790, BRIDGE	Savin 4002	\$ 112.30	
XF035	C3502	W502L500573	10/5/2012	3430 COURT HOUSE DR, 21043	2ND FLR	\$ 332.83				0.00750	BLK	3017	2424		PAPER BANK, BRIDGE, SR790, FAX	Savin 4503	\$ 165.15	
XF853	C3502	W502L500077	10/5/2012	3430 COURT HOUSE DR, 21043	1ST FL ZONING AREA	\$ 332.83				0.00750	CLR	5986	9673	0.07500	PAPER BANK, BRIDGE, SR790, FAX	Savin 4503	\$ 165.15	
XG281	C4502	W513L600483	08/05/2013	3430 COURT HOUSE DR, 21043	DPW REAL ESTATE 2ND FL	\$ 580.07				0.00750	BLK	5994	6160		PAPER BANK, BRIDGE, SR790, FAX	Savin 4503	\$ 165.15	
											CLR	601	710	0.07500				
											BLK	4670	3731					
											CLR	2726	2520	0.07500				
											BLK	10310	11065					
											CLR	1700	1865	0.07500	PAPER BANK, BRIDGE, SR3090, FAX	Savin 4503	\$ 165.15	
															Scan Station	eCopy	\$ 189.83	
															Scan Station	eCopy	\$ 189.83	
						\$17,314.17	\$191.12				BLK	703895					\$16,612.47	
						\$17,505.29					CLR	64669						

BLUE - COLOR MACHINES
 GREEN - CHANGE TO COLOR MACHINE PER SANDY
 RED - UPGRADED B/W MACHINES
 EMS FOR B/W PAGES - 700,000 PAGES PER MONTH AT .0075 PER PAGE = \$5250.00 (SAME AS LAST CONTRACT)
 EMS FOR COLOR PAGES - 60,000 PAGES PER MONTH AT .05 PER PAGE = \$3000.00
 EMS BASE TOTAL = \$8250.00