#### **CHECK LIST FOR ALDERMANIC SUBMISSIONS**

X Cover Letter X Resolutions/ Orders/ Ordinances X Prior Notification Form X Fiscal Impact Statement - Should inclu X Supporting Documentation (if applical Disk or E-mailed Cover letter & Order  IN ADDITION IF A GRAN Notice of Intent Grant Summary Executive Summary (not longer than 5	ble) T:
Date Submitted:	August 30 <sup>TH</sup> , 2022
Meeting Submitted For:	September 6 <sup>TH</sup> , 2022
Regular or Suspension Agenda:	Regular
Submitted By:	May Beyreed, Assistant Town Clerk, 946-8342
THE OFFICE OF THE CITY CLERK TO AGREEMENT WITH PRISM OFFICE SO	OF THE CITY OF NEW HAVEN APPROVING DENTER INTO A MULTIYEAR LEASE OLUTIONS FROM JULY 1, 2022 TO JUNE 30, ER MANAGEMENT SERVICES FOR PUBLIC
Comments: LEGISTAR FILE ID	: LM-2022-040/0409
Coordinator's Signature:	
Controller's Signature (if grant):	Kling en
Mayor's Office Signature:	

Call (203) 946-7670 with any questions. bmontalvo@newhavenct.gov

#### CITY OF NEW HAVEN



#### OFFICE OF THE CITY CLERK 200 ORANGE STREET NEW HAVEN, CONNECTICUT 06510 203)946-8346/8339 fax 946-6974

Michael B. Smart
City Clerk

Mamie Gardner Deputy City Clerk July 29, 2022

August 23, 2022

Hon. Tyisha Walker, President New Haven Board of Alders 165 Church Street New Haven CT 06510

**RE:** Prism Office Solutions Copiers

Dear Alder Walker:

We are asking for the continuation of a multi-year lease agreement with Prism Office solutions.

We have leased with the company for the past 10 years with good success.

The availability of these copiers to public takes the burden off our staff and gives the public the freedom to use the online service, or use the recorded book, or to open an account within the Clerk's Office.

These copiers are also needed for records we do not have online. The City Real Estate Tax Liens are not online for copies, the WPCA liens are not online for copies, some of the earlier historical records are not online. These machines provide an additional support.

This lease agreement includes maintenance of the machines. Details are outlined in the attached lease agreement.

Because of the routine nature of this matter and the delay in submission, we request you purpose this for unanimous consent. We will be happy to answer any questions that you, staff, or your colleagues may have on this item.

Sincerely,

Michael B Smart City/Town Clerk

#### ..Title

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE OFFICE OF THE CITY CLERK TO ENTER INTO A MULTIYEAR LEASE AGREEMENT WITH PRISM OFFICE SOLUTIONS FROM JULY 1, 2022 TO JUNE 30, 2022 FOR COST PER COPY AND COPIER MANAGEMENT SERVICES FOR PUBLIC PHOTOCOPY SERVICES.

#### ..Body

WHEREAS, by the New Haven Board of Alders, acting pursuant to Section 2-40 of the Code of General Ordinances of the City of New Haven, Connecticut, that the proposed multiyear agreement with PRISM Office Solutions for public copier services at the rate of \$1.00 per copy for the period July 1, 2022 through June 30, 2023, be and hereby is approved.

NOW, THEREFORE, BE IT ORDERED THAT THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN HEREBY AUTHORIZE THE OFFICE OF THE CITY CLERK TO ENTER INTO THE MULTIYEAR LEASE AGREEMENT WITH PRISM OFFICE SOLUTIONS.

### **PRIOR NOTIFICATION FORM**

# NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

ТО	(list app	licable alders of):	ALL	10			
			WARD# ALL				
DA	TE:	August 30 <sup>TH</sup> , 20	22				
FR	OM:	Department/Office Person	Office of the City/To	own Clerk Telephone	946-8342		
	This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Alders in the near future:						
AP MU JUI	ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN APPROVING THE OFFICE OF THE CITY CLERK TO ENTER INTO A MULTIYEAR LEASE AGREEMENT WITH PRISM OFFICE SOLUTIONS FROM JULY 1, 2022 TO JUNE 30, 2022 FOR COST PER COPY AND COPIER MANAGEMENT SERVICES FOR PUBLIC PHOTOCOPY SERVICES.						
Che	Check one if this an appointment to a commission  Democrat						
	Republic	can					
	Unaffilia	ated/Independent/Oth	ner				
	INSTRUCTIONS TO DEPARTMENTS						
1.	Departme	ents are responsible for se	ending this form to the alde	er(s) affected by the item.			
2.		n must be sent (or deliver Office for the Board of A	ed) directly to the alder(s) alders agenda.	<u>before</u> it is submitted to t	the Legislative		
3.	The date	entry must be completed	with the date this form wa	s sent the alder(s).			
4.	Copies to	e: alderperson(s); sponsor	ing department; attached to	o submission to Board of	Alders.		

Revised 2/18/2022

H:\Leg Liaison to BOA\BOA Submission Forms\PRIOR NOTIFICATION FORM.doc

#### **FISCAL IMPACT STATEMENT**

DATE:	August 22, 2022				
FROM (Dept.):	City/Town Clerk				
CONTACT:	Michael Smart			PHONE	(203) 946-8343
SUBMISSION ITEM (Title	e of Legislation):				
ORDER OF THE BO.	ARD OF ALDERS	OF THE CIT	Y OF NEW	HAVEN A	PPROVING THE
OFFICE OF THE CIT					
WITH PRISM OFFICE					
COPY AND COPIER	MANAGEMENT S	SERVICES F	OR PUBLIC	PHOTOCO	OPY SERVICES.
List Cost: Two pu	blic copiers cost for p	oublic use per	copy is \$1.00		
				CAPITA	•
	GENERAL	SPECIAL	BOND	וובועוןט	EPT/ACT/OBJ CODE
A. Personnel	GENERAL	JF ECIAL	DOND		
6 Initial -44					
1. Initial start up					
2. One-time					
3. Annual					
B. Non-personnel X					
1. Initial start up					
2. One-time					
3. Annual					
List Revenues: Will t	this item result in any	y revenues for	the City? If Ye	es, please lis	t amount and type.
Line 1000	46109	Copy fees			
NO					
YES X					
1. One-time					
2. Annual					
Other Comments:					
Revenue varies					



#### PRISM ORDER AGREEMENT

	Environment Burnshauer	Y 📝 N 📗	Mainter	nance Agree			
Н	Equipment Purchase Installment Purchase		Upgrade (	Current Equ	ipment —	PO#fort	his order:
	Lease	-	Maintenar		V	Tax Exemp	
	Rental	-	Lease Up			New Custor	mer
Bill to	Customer Name City of New Haven-City C	lerk Office			Installed At		
Billing	address 200 Orange St, 2nd FL	JIGIK OIIICG			Street Addres	5	
PO B	200 Orange St, 2nd FL				Contact		
					Mic	hael/May	
City	New Haven, CT	<sup>°</sup> 06510	203-946	-8300	City		Zıp
				Less Dedu		Signati's	Totals
Qty	Product Description	Product #	Price	Trade-In	Other	Net Price	A) Total Net
	Mono Digital Imaging System					1000	
2	Toshiba 4518A						Supplies
2	Platen Covers						State Tax
2	Cabinets						Interim Total
							Cash Down Payment
2	Jamex Boards & Harness				ļ		
				<u> </u>			Unpaid Balance Of Cash Price
_		A) To	ial Net Price (Exclu	sive of Tax, Mainte	nance & Supplies)		].
L							Lease
peci	al Instructions						
Inc	ludes all obligations on current leas	se and retu	rn of old e	equipment	to the leas	sing comr	anv
			0. 0.0	quipinoni	10 110 1001	omig comp	, arry
rade	in model: Copy Count		_ Trade in o	wned by Cus	stomer 🗆 Lea	se Co 🗆 Ot	her
auio	ment Warranty: (Does not cover consumables	such as drum	rollers Jami	nel			
	or Days From Date of Install		2	•	etall		
		b)raits	Days Fit	in Date of the	Stall		
	se With Purchase Option			-			
nitial	Term: (check one)	□24	□36	□39	□48	₩60	Other 63
/onti	hly Rental Payment, \$ \$350.00		Security Dep	neit \$			
xdus	ve of Sales/Use Tax		occurry Dep				
_	ipment Service: ntenance Agreement Type	Billing Freque	ancv:	Annual C A	Anathly [7] Oth	lockided i	n Lanca
		Diming Freque	эпсу	Annual Li N	fonthly 🗆 Oth	ier. included i	11 1,0000
	MA3 All Inclusive Service Consumable parts,	Rate \$		er	copie	s	
	labor & supplies (except paper & staples)	Overage _01			ne excess with		eriod
	0-48-0-						
	Cost Per Copy  nsm Order Agreement covers transaction(s) listed above and incorporate transaction (s) instead above and instead (s) instead above and instead (s) instead (s	CPC Rate		sida			
	Rep Order Acknowledgment	ales remis a Condit	ions on the reverse	Purchaser Name	)		
Ela	ine Nizolek	2.39					
Date	0.00.00			Signature			
	3-22-22						
Pnsm	-Office Link Inc. Signature	named Branchakor 199 (1991)		Title	D	ale	

#### **EQUIPMENT REQUEST / PICK UP FORM**

Customer #							
Company: City of	New Haven-0	City Clerk Office	Contact: 20	0 Orange	St., 2nd FI		
Address: New H	aven, CT 065	10	City: Custome	er #8344	Zip	):	
Phone #:		Email Address:					
Salesperson:	Rec	quest Date:		Delivery	Date:		
Model:		ID#:	SN#:				
Meter Count:			Elevator S	Stairs			
Needs to be Networ	ked: Is the Ne	twork drop in place:					
Demo Sold:	Meter Contact:		Meter Email:	·····			
PROD	UCT#	DESCRIP	TION	A	VAILABLE		
				Y	N		
				Y	N		
		*1.7.**********************************		Y	N	Ī	
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and the second s	4.0000000000000000000000000000000000000			Y	N		1
Model :	ID:ID:	Serial#	WHSE B/W: B/W: WHSE		Color:		<del></del>
Model :	ID:	Serial# Lease Co.	B/W: WHSE		Color:		
Model :	ID:	Serial#	B/W: WHSE		Color:		9-100 SAATON
Driver :		Date:					
Customer Acceptan	ce:	Date: _					
		If no, why not?					
Meter Cont	act:	1	Meter Email:				



#### 75 School Ground Road Branford, CT 06405

#### **Maintenance Agreement**

Effective date:	
-----------------	--

City of New Haven-City Clerk Office 200 Orange St., 2nd Fl New Haven, CT 06510 Customer #8344

Prism - Office Link, Inc. (Prism) agrees to provide and the customer agrees to accept maintenance service for the machines listed below according to the terms and conditions of this agreement, unless Prism provides the customer with notice to the contrary within one month of the signing of this agreement by Prism.

Manufacturer/Model Number	Serial Number	Machine Location	Special Provisions	Rate
Toshiba 4518A				
ID#			Included in	
SN#			Lease	
Toshiba 4518A			Included in	
ID#			Lease	
SN#				
				Overages \$.

С			

MA Type 3:

Includes Service: Parts and Labor, Drums, Toner, and Supplies (except for Paper and Staples)

Supplies included under this agreement will be based on normal yields. If customer usage of supplies exceeds normal yields for the equipment being serviced, Prism will invoice and customer agrees to pay for the excess supplies at Prism's current retail prices.

Customer City of New Haven-City Clerk Office
--

Accepted by \_\_\_\_\_

Name Date

Please sign this service agreement and return this copy to our office along with your payment. This agreement must be paid in full by the start date of your contract. If agreement is not renewed, a new one will be written only after the equipment is inspected at our regular hourly rate.

The additional terms & conditions on the reverse side are part of this agreement. The customer acknowledges that they have read this agreement, understands it, and agrees to be bound by its terms & conditions. The customer agrees that this agreement is the complete and exclusive agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

SALES WORKSHEET		Date of Sale	
Salesperson:	Customer: Cit	y of New Haven-City C	lerk Office
Type of Sale: Lease Lease	Company:	Cash Term	In-House Rental
Buyout: Yes No Amo	ount: Wh	nich Lease Company?	Breathagen
Check cut to customer? Yes	No Amount:		
Check be cut to anyone else? Y	es No Who?	Amount:	
Trade up deducted for the Invoi	ce? Yes No		
Lease return? Yes No	Machine Make & Moo	del	
Lease Info:			
Term/Month: Payme	ent: Rate	: Type: FMV	\$1 Out
Maintenance Agreement:	A1 MA3 No		
Billing Frequency: Annual	Monthly	Quarterly Incl	uded in Lease
Flat Rate Contract: \$	per	B&W &	color copies
Included Copies: B&W:	Color:	per Month Qtr	Year
Overage Rate: B&W:	Color:		
Cost Per Copy B&W:	Color:		
Invoices to be credited: Inv	oice#	Total Amount \$	
Are there any other giveaways?		PA19	
Machine Madel#	EQUIPMI		
Machine Model#	Product Costs:		Deadwat Casta
1 Todacs Codes,	Todact Costs.	Product Codes:	Product Costs:
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		the control of the co	**************************************
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Sell Price:			
Lease Buyout:			***************************************
Giveaways:			
MA/Revenue:		Commissions:	
Equipment Cost:		% of GP :	
Gross Profit:		Flat Fee	

Date:		

E	QUIPMENT PIC	CK-UP FO	RM
DEMO TRADE-IN	RETURN TO LE	ASE STO	REDISPOSE
Company: City of New Have	en-City Clerk Office		_
Address: New Haven, CT 0	6510		
Phone#:	Contact: 200 Orange	St., 2nd Fl	
SalesRep:	Make:	Mo	del:
SN:	ID:		
Pick Up Meter: B	C:		
Leasing Company:	Letter of Inter	nt date:	
Return date Leasing Co.: _		ease RA receive	ed
Customer Signature:		Date:	
DATE MACHINE PICKED UP			
REASON PICKED UP		· · · · · · · · · · · · · · · · · · ·	
CONTRACT # CANC	EL DATELAST I	NVOICE DATE	INVOICE #
PICK UP METER COUNT B	<u> </u>	_ C	
LAST INVOICED METER COUNT B			
FINAL METER COUNT BILLED B		_C	
RATE B	***************************************	С	
FINAL AMOUNT \$ B		C	
FINAL INVOICE #	(ATTACHED)		
CONTRACT CANCELLED MOV	ED MACHINE IN NOTES		
PUT LOANER MACHINE IN NOTE	ES_SENT OUT FINAL INV.		



# PREPARED EXCLUSIVELY FOR

# City of New Haven City Clerks Office

March 21, 2022 Prepared By: Elaine Nizolek Account Executive Prism Office Solutions 75 School Ground Rd. Branford, CT 06405 (203) 654-3305

# PRISM PROPOSED EQUIPMENT

**EQUIPMENT**... TOSHIBA e-Studio 4518A DIGITAL IMAGING SYSTEM – QUANTITY 2 UNITS

#### **INCLUDES:**

- 45 DIGITAL COPIES PER MINUTE
- PLATEN COVERS
- COLOR VGA TILTABLE LCD TOUCH PAD
- DUPLEXING
- REDUCTION\ENLARGEMENT
- 2-550 SHEET PAPER TRAYS
- 100 SHEET BYPASS TRAY
- 4GB RAM/320 GB HDD
- UP TO 11 x 17 PAPER SIZE ALL DRAWERS
- NETWORK PRINT CONTROLLER (PCL6 & PostScript3)
- PRIVATE PRINT, SCHEDULED PRINT & PROOF PRINT
- COLOR NETWORK SCAN TO EMAIL, SCAN TO FOLDER
- STANDARD HDD OVERWRITE AND ENCRYPTION
- CABINET
- JAMEX COIN OPS-UPGRADE BOARDS & HARNESSES

#### LEASING...

NO SECURITY DEPOSIT REQUIRED 63 Month Term... \$350.00

<u>SERVICE AND SUPPLIES</u>...Copier Service Only: Includes all Service (Parts and Labor) and Toner, Developer, Drum, Supplies (Everything Except Paper) INCLUDED IN LEASE

DELIVERY, INSTALLATION AND SETUP...
No charge (Value \$400)



### **TOSHIBA**



# CONNECT, INTEGRATE, SIMPLIFY, AND MORE.

### Technology for every workplace; delivering advanced functionality, ease of use, and peace of mind.

Every business is unique. That's why Toshiba offers the latest customizable solutions that can be tailored to meet your needs. Toshiba solutions help you simplify complex tasks while managing diverse information—efficiently and safely to maximize your productivity.

Toshiba's latest series delivers on our commitment to collaborate with clients to provide tailored, cost-effective solutions that meet your print, document management and content needs while helping you to meet your green objectives.

- > Speeds of 35, 45 and 50 PPM
- > High-volume and high toner yields
- > Advanced e-BRIDGE Next technology
- > Fast dual-core processor





#### Simple, smart and stylish.

A larger 10.1" tablet-style touch screen with an embedded web browser is easy to use, and customizable to meet your needs, enhancing the sleek and modern look of the complete series.

#### Produce more with less effort.

The Toshiba e-STUDIO5018A Series is designed to put a fast, efficient, secure MFP in the hands of workgroups looking to improve productivity.

- Impressive resolution providing 2,400 dpi (Equivalence) x 600 dpi (with smoothing)
- A time-saving, high-speed, high-capacity 300-sheet Dual-Scan Document Feeder
- A high toner yield minimizes end-user intervention and enables long uninterrupted runs

## Elevate streamlines complicated multi-step processes into automated, one-touch functions.

We know you have work to do and at Toshiba we've introduced a new concept designed to make your job easier and more productive by personalizing the MFP user interface around your specific business processes.

Elevate enables customized and automated workflow presenting the user with convenient one-touch functions addressing only the tasks they use most. This results in simple operation and improved efficiency leading to an overall cost savings. Let Toshiba Elevate your productivity.

- Customize and automate workflows specifically around your business processes
- Boost productivity by reducing manual and paper intensive processes in the office
- Personalize the user interface by department to deliver the utmost efficiency
- Cost savings and greater efficiency through improved workflow and productivity
- Clear away clutter and confusion on home screen by presenting only the tasks used most



# A COMPACT DESIGN THAT LEAVES NOTHING OUT.

Workgroups can now get a lot more done using fewer resources and less space. The compact design of the e-STUDIO5018A Series is packed with useful functions, lots of options and elegant style.

Advanced e-BRIDGE Next Technology enables the MFP to drive Toshiba's internally developed solutions or those from a third party with ease.

Auto Skew Correction ensures your scanned documents, using any of the document feeder options are reproduced accurately.

First Copy Out Time clocks in at blazing fast speeds of up to 3.6 seconds.

Embedded Optical Character Recognition (OCR) simplifies the creation of searchable PDFs or editable document formats such as Microsoft® Word".

Job Reservation will queue up multiple copy or print jobs so users can send jobs whenever.

Saddle/Fold Capabilities offer saddle-stitch finishing and the ability to fold without stapling.

Notifications Feature takes the hassle out of checking for depleted supplies or maintenance needs.

Service Module Design significantly reduces the cost and time spent servicing the MFP.

*Print Around* eliminates printing bottlenecks by allowing other print jobs to go around one job that's held-up due to requiring a specific paper size or type.

Paper Volume Indicators on the front panel make it easy to see the paper sizes, types and levels in each cassette.

Print-from USB lets you print PDF and JPG files straight from your USB drive and the MFP will scale document to fit the available paper size if necessary.

e-BRIDGE Plus for USB Storage is great for capturing a file quickly when you're on the go.

Scan Preview allows you to review your scanned documents digitally, even rotate and change pages prior to sending to file or email.

Fax Preview saves valuable resources by letting you view received faxes prior to printing them.









# TOSHIBA TECHNOLOGY AT WORK FOR YOU.

At Toshiba, we work hard to make your work easier, and more productive. In fact, we haven't even mentioned all of our impressive features, like PCL 6, PS3, XPS support and Universal Drivers that offer connectivity to Windows? Macintosh® and more. Then there are driver plug-ins such as e-BRIDGE Job Point that splits large jobs over multiple machines, e-BRIDGE Job Replicator for the creation of multi-part forms and documents, e-BRIDGE Job Separator for batch printing with any app, and e-BRIDGE Job Build to print different documents together as a single job.

#### Security for Your Business

We're constantly looking for new ways to make your work, and ours, safer, and more secure.

- A 320GB Self-Encrypting Drive (SED) with Automatic Drive Invalidation (AQI) & Data Overwrite capability provides top level security
- > Available FIPS 140-2 Validated SED exceeds government requirements
- > IPsec is available to securely encrypt data sent to and from the MFP

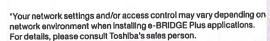
Toshiba's new e-BRIDGE Plus apps, including e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online let users scan to and print from Microsoft's cloud-based services directly at the front panel of the e-STUDIO MFP or their mobile device. This includes Word," Excel® and PowerPoint® (docx, xlsx, pptx) documents stored in OneDrive® accounts or SharePoint® locations. When combined with our embedded OCR feature, documents can be scanned into popular Office™ formats as well.\*

With Google Cloud Print™ support, you can securely print over the web from anywhere, anytime—including your phone—to an e-STUDIO5018A Series MFP, e-BRIDGE Plus for Google Drive, e-BRIDGE Plus for OneDrive, e-BRIDGE Plus for DropBox, and e-BRIDGE Plus for box™ address all of the popular cloud-based mobility apps.\*

Responsibility for the Planet

Innovation that is truly innovative makes certain that our environment is part of the equation, which is why we're always looking for ways to be even more environmentally responsible.

- > ENERGY STAR® V2.0 certified
- RoHS compliance, the use of recycled plastics, and Super Sleep (0.6W) Mode work to help the environment
- EPEAT Gold Registered for greener electronics, designed to help purchasers choose products that reduce environmental impact
- The new e-STUDIO models' Typical [weekly] Electrical Consumption or TEC value is exceptionally low, equating to an environmentally friendly product with a low operating cost
- e-BRIDGE Plus for Green Information provides users with a graphical display at the MFP of their environmental contribution to promote more effective use.



\*\*Available three applications; e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online.



# THE FEATURES YOU EXPECT, AND MORE.

#### 1 Document Feeder Options

MR4000 **Dual-Scan Document Feeder (DSDF)** 

Reversing Automatic Document Feeder (RADF) MR3031

KA5005PC Platen Cover

#### 2 Accessory Tray & Keyboard Options

GR1330 Accessory Tray GR9000 Bluetooth Keyboard GR1340 10-Key Numeric Keypad

#### 3 Finishing Options

MJ1042 50-Sheet Inner Finisher MJ1109 50-Sheet Console Finisher 50-Sheet Saddle-Stitch Finisher MJ1110

MJ5015 Job Separator

#### 4 Additional Paper Options

KD1058 Paper Feed Pedestal

KD1059LT 2,000-Sheet Large Capacity Feeder MY1048 Additional Drawer Module for PFP

MY1049 **Envelope Cassette** 

#### Additional Option Highlights

- > Embedded OCR Enabler
- > Multi-Station Print Enabler
- > Wireless LAN/Bluetooth
- IPsec Security Enabler
- Single & Dual-Line Facsimile
- Hidden Card Reader Pocket



The e-STUDIO5018A Series includes all the features you would expect from a top-quality MFP, along with a few new ones.

#### In Control with the Greatest of Ease

A larger tiltable, touch swipe 10.1" color panel works like a tablet or smartphone interface so you can find whatever you need by just swiping your finger.

#### Advanced e-BRIDGE Next Technology

Built on Linux®, this latest generation e-BRIDGE Next architecture features an Embedded Web Browser, a dual-core processor, up to 4GB RAM, and a 320GB SED enabling the MFP to easily drive Toshiba's internally developed solutions or even third-party applications.

#### **Double the Scan Speed**

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

#### Special Envelope Cassette

Keep your envelopes firmly in place for accurate printing from start to finish with an envelope cassette that holds up to 60 sheets at a time.

#### Add What You Need. All at Once

1,200 sheet paper capacity comes standard, but if you need more, just add two optional 550-sheet cassettes or a tandem LCF for 2,000 LT only for a total capacity of 3,200.

#### High Volume, High Toner Yield

The monthly copy volume reaches up to 150,000 and an equally impressive toner yield tops out at 43,900 at 5% coverage.

#### **Multi-Station Print Enabler**

Toshiba's internally developed Multi-Station Print Enabler, now with support of up to 50 e-STUDIO devices, allows users to send print jobs from their desktop and retrieve them by simply swiping their card and authenticating at any convenient MFP.



### E-STUDIO 3518A /4518A /5018A

#### Main Specifications

Copy System Indirect Electrostatic Photographic Method/OPC/Laser Printing/

Heat Roller Fusing 10.1" Color WSVGA Touch Screen Tilting Display Display Copy Speed

35/45/50 PPM (LT) First Copy Out 3.6/3.6/3.6 Seconds Warm-Up Time Copy Resolution Approx. 20 Seconds 2,400 x 600 dpl with Smoothing Stack Feed Bypass 3.9" x 5.8" to LD, Envelope

**Multiple Copying** 

Up to 999 Coples Standard 1,200 Sheets/Max. 3,200 Sheets Paper Capacity Original Feed

Optional 300-Sheet DSDF or 100-Sheet RADF DSDF Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color), Scan Speed & Weights

Simplex: 9.3-110 lb Bond, Duplex: 9.3-110 lb Bond RADF Scan: Up to 73 IPM (Monochrome or Color): Simplex: 9.3-41.8 lb Bond,

Duplex: 13.3-41.8 lb Bond

Max. Original Size

Paper Weights

Paper Feed Sizes Drawer 1: 550 Sheets-ST-B to LD Drawer 2: 550 Sheets-ST-R to 12" x 18"

Classification (12 x 16) Stack Feed Bypass: 100 Sheets-3.9" x 5.8" to 12" x 18", 12" x 47" Banner Opt. 550-Sheet Paper Feed Pedestal-ST-R to 12" x 18" Opt. 550-Sheet Drawer for PFP-ST-R to 12" x 18" Opt. Envelope Cassette for PFP-Approx. 60 Envelopes/550 Sheets-ST-R to LG

Opt. 2,000-Sheet Tandern LCF (Pedestal Type)-LT Only Standard: 550 Sheets x 2-16 lb Bond-140 lb Index Stack Feed Bypass: 100 Sheets-14 lb Bond-140 lb Index Opt. 550-Sheet Paper Feed Pedestal-16 lb Bond-140 lb Index Opt. 550-Sheet Drawer for PFP-16 lb Bond-140 lb Index

Opt. Envelope Cassette for PFP-16 lb Bond-140 lb Index Opt. 2,000-Sheet Tandem LCF (Pedestel Type), 17-28 lb Bond Standard Automatic Duplex Unit (16 lb Bond-140 lb Index)

Duplex Reproduction Ratio 25% to 400%

Max. 125K/150K/150K Month Max Duty Cycle Approx. 125.2 lb Weight

23" (W) x 23" (D) x 31" (H)) 43.9K @ 5% Approx. Dimensions Toner Yield 120 Volts, 50/60 Hz, 12 Amps

Power Source Power Consumption Maximum 1.5kW (120V) CPU Intel Atom" 1.33GHz (Dual-Core)

Hard Disk Drive

320GB Self-Encrypting Drive FIPS 140-2 Validated (Opt.)

#### e-BRIDGE Next Print Specifications

PCL5e, PCL5c, PCL6 (PCL XL), PS3, PDF, XPS, JPEG

Print Speed 35/45/50 Pages Per Minute (LT)

600 x 600 dpi (1 bit) or 2,400 (Equivalence) x 600 dpi (with Smoothing) (ALL PDL), 1,200 x 1,200 dpi (2 bit) or 3,600 x 1,200 dpi (with Smoothing) PS3 Only Print Resolution **Operating Systems** Windows Server® 2008 R2, R2 SP1, 2008/SP2, Windows® 7,8.1,10,Windows Server® 2012/R2, Windows Server® 2016, Macintosh® (macOS x 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13), Unix®, Linux®

TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX\* for Noveli\* Environments,

**Network Protocols** 

EtherTalk for Macintosh® Environments **Printing Protocols** 

SMB, LPP/LPD, IPP (Ver.2.0) w/Authentication, App'eTalk® PAP or Etherfalk, Port 9100 (BI-Directional), NetWare P-SERVER LPD w/ iPrint, WS Print, FTP **Print Drivers** 

Windows Server\*2008 SP2 (32-bit, 64-bit) Windows Server\*2008 R2 SP1 (64-bit), Windows Server\*2016, Windows\*7 SP1 (32-bit, 64-bit), Windows\*8 Server\*2016, Windows\*7 SP1 (32-bit, 64-bit), Windows\*8 Server\*2016, Windows\*10 (32-bit, 64-bit), Windows\*10 (32-bit, 64-bit, 64-bit), Windows\*10 (32-bit, 64-bit), Windows\*10 (32-bit, 64-bit), Windows\*10 (32-bit, 64-bit, 64-

Interface RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed), Optional 802.11b/g/n, Wireless LAN, Optional Bluetooth

Wireless Device AirPrint<sup>®</sup>, Mopria<sup>®</sup>, e-BRIDGE Print & Capture Application on iOS and Androld (Available via Appla<sup>®</sup> App Store or Google Play)

TopAccess, EFMS 6.30 (e-BRIDGE Fleet Management Software)
Up to 10,000 Users or 1,000 Departments Supports User Authentication Device Management **Account Control** 

(on Device), Login Name/Password (via Windows® Domain) or Login Name/ Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function

Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout and Audible Beep Message Alerts **Accessibility Features** 

Security Features

User Authentication, On-Board Data Scramble Function, SCEP, Disable - Fifing, Disable Copy, Disk Overwrite, IP Address Filtering (10 Sets), MAC
Address Filtering (10 Sets), Network Service Control, Network Port Control,
SMB Packet Signing, SSL /TLS (HTTP, IPP, LDAP, SMTP, POP, FTP, DPWS,
SYSLOG), IPSec (IKEV.), IKEV.), Security Mode Change, CC Certified (ISOV
IEC15408)\*, IEEE802.1X (Wired/Wireless), Digital Signature for Client Utilities, Password Policy, Password Lock, Password Expiration, Self Testing, Job Access Control, Log Access Control for Job Log, Security Stamp, Role Based Access Control, Secure PDF, Digital Signature for Firmware Update, Integrity Check Function, Image Log, Card Authentication, NFC Authentication

\*Conformance with HCD-PPv1.0 in High Security Mode. ENERGY STAR\* (V2.0). EPEAT Gold, Californian Proposition 65 Environmental Stds.

WHQL (Windows® 7, 8, 8.1, 10, 2008 FI2, 2012, 2012 FI2), Novell®, Citrix®, SAP, AirPrint® and Mopria® Certification

#### Scan Specifications

Scan Speed DSDF Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color)

RADF Scan: Up to 73 IPM (Monochrome or Color) Standard: Full Color, Auto Color, Monochrome, Grayscale Scan Modes Scan Resolution

600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, Searchable File Formats

PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.) Color/Grayscale: JPEG, TIFF-Multi/Single Page, PDF-Multi/Single Page, Slim PDF, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX

(Opt.), PPTX (Opt.)

Color/Grayscale: JPEG (High, Middle, Low) Image Compression

#### Facsimile Specifications

Super G3 MH/MR/MMR/JBIG Compatibility **Data Compression** Transmission Speed

Approx. 3 Seconds Per Page Up to 33.6 Kbps Fax Modern Speed

Memory Transmission 100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations /Job 0.7 Seconds Per Page, Maximum 73 IPM Scan Speed

#### e-Filing Specifications

Operation Method Color Touch Screen Control Panel or Client PC 1 Public Box, 200 Private User Boxes 100 Folders Per Box, 400 Documents Per Folder/Box, Capacity of Boxes 200 Pages Per Document

#### Accessories (Options)

**Platen & Document Feeder Options** MR4000 Panel 10-Key Option Card Reader Holder RADE KA5005PC Ptaten Cover FIPS HDD Option USB Hub Additional Paper Options Meta Scan Enable Paper Feed Pedestal KD1058 MY1048 IPsec Enabler Unicode Font Enabler Drawer Module Envelope Cassette Option MY1049 Embedded OCR Enabler Per Seat License KD1059LT Large Capacity Feede **Finishing Options** Per Seat License Inner Finisher 50-Sheets Staple Finisher MJIMA2 SharePoint\* Connector MJ1109 Exchange Connector Saddle-Stitch Finisher Hole Punch Unit for MJ1042 MJ1110 MJ6011 Monotype Font Option Hole Punch Unit for MJ1109/MJ1110 MJ8105 KN5005 Bridge Kit

MJ5015

eS3518A/4518A/5018A Connectivity/Security Options FAX Unit/2nd Line for FAX Unit Wireless LAN/Bluetooth GD1370N GN4020 Bluetooth Keyboard GR9000

GE1230 GR1310 GS1010 GP1080 GS1007 GS1080 Multi-Station Print Enables GS1090 GB1440 Google Docs Connector GB1540

GR1330

**GR1340** 

GR1320

Miscellaneous Options STAND5005 Stand Accessible Arm Work Trav KK5005 Harness Kit for Coin Controller Manual Pocket KK5008

















Designs and specifications subject to change without notice. Specifications may vary by conditions of use and for environmental usage. For best results and refliable performance, always use supplies manufactured or designated by Toshiba. Not all options and accessories may be available at the time of product faunch. Please contact a local Authorized Toshiba Dialership for availability. Tonce yields are estimates based on 5% coverage, letter-size page. Dince and connectivity feature support varies by client/network operating system. Product names may be trademarks of their respective companies. ArPrint and the AirPrint Topo are trademarks of Apple Inc. This is a Class I have restricted and for the product names in size of the programment of the product of the programment of the prog

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Corporate Office

East Coast

Job Separator

Tel: 949, 462, 6000

8770 W. Bryn Mawr Ave., Suite 700, Chicago, IL 60631 Tel: 773-380-6000 2037 Bakers Mill Rd., Dacula, GA 30019

25530 Commercentre Drive, Lake Forest, CA 92630 Tet: 949-452-5000



#### PRISM ORDER AGREEMENT

		Y V N	Mainter	nance Agree	ement		
	Equipment Purchase	_ F	Upgrade (	Current Equ	ipment		nis order:
-	Installment Purchase Lease		Maintenan	-		✓ Tax Exempl	
	Rental		Lease Upg	grade		New Custor	ner 
Bill to: Customer Name City of New Haven-City Clerk Office							
Billing	200 Orange St, 2nd FL				Street A	Address	
PO B					Contact	Michael/May	
City	New Haven, CT	<sup>Cip</sup> 06510	203-946	-8300	City	Trionadina,	Zip
H.	Taveri, OT	1	1200 040	Less Dedu	uctions	The state of	Totals
Qty	Product Description	Product #	Price	Trade-In	Oth	ner Net Price	A) Total Net
	Mono Digital Imaging System					2000	Supplies
2	Toshiba 4518A						
2	Platen Covers						State Tax
2	Cabinets						Interim Total
2	Jamex Boards & Harness						Cash Down Payment
-	Carrox Boards & Flamese						
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		A) Tou	at Net Price (Excit	ISIVE OF TAX, MARILE	палов а Зорр		Lease
Spec	ial Instructions:						
Inc	ludes all obligations on current lea	se and retur	n of old e	equipment	to the	leasing comp	any
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	oment Warranty: (Does not cover consumables						
A)Lal	por Days From Date of Install	B)Parts	_ Days Fro	m Date of In	stall		
Lea	se With Purchase Option	TO STORY			367 381 14		
Initia	Term: (check one)	□24	□36	□39	□48	☑60	Other 63
Mont	hly Rental Payment: \$ \$350.00		Security Dep	oosit: \$			
(Exclus	rive of Sales/Use Tax) Lipment Service:	Deugli bi oir		01-12-011-10	III Describiti		
	ntenance Agreement Type	Billing Freque	ncy:	Annual   N	/lonthly □	Other: Included i	n Lease
	MA2 All Inclusive Consider Consumption and						
W	MA3 All Inclusive Service: Consumable parts, labor & supplies (except paper & staples)	Rate: \$O1				opies within a billing p	adad
		Overage:		per copy on u	ne excess	within a billing p	ellog
	Cost Per Copy	CPC Rate:					
	Prism Order Agreement covers transaction(s) listed above and incorps Rep-Order Acknowledgment	orates Terms & Conditio	ons on the reverse	Purchaser Nam	Ð		
	aine Nizolek						l.
Date				Signature			
D-2	3-22-22	,		Title	- 10 t	Date	
Prist	n-Office Link Inc Signature	2		,,,,,,			
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**GENERAL TERMS AND CONDITIONS** 

THIS IS A BINDING ORDER, Not subject to cancellation and must be approved by a Prism officer before final acceptance. Changes in this order cannot be made except in writing by a Prism officer.

- 1. PRODUCTS. Equipment ordered under this Agreement will be one or more of the following: (a) "Newly Manufactured," which means it has been factory produced to product operating specifications: (b) "Remanufactured," which means it has been rebuilt and dissembled to Prism's predetermined standard, and contains new, reprocessed, and/or recovered parts that meet product specifications; (c) "In-Place," which means it has been installed on your premises pursuant to a Prism Order Agreement for Equipment Rental at the time you enter into this Agreement; and (d) "previously installed," which means it has been previously installed and operated.
- 2. INSTALLATION DATE. The "Installation Date," which governs when certain terms and conditions become effective, is defined as follows: For Equipment installed by Prism, the Installation Date will be the date Prism determines the Equipment to be operating satisfactorily. For changes to price plans or purchase on In-Place Equipment, the Installation Date will normally be the date this Agreement is signed in which case the Installation Date will be the date those changes are complete. For Maintenance Services, the Installation Date will be the day following expiration of any express warranty period if this Agreement is signed prior to such expiration. If this Agreement is signed on or after such expiration, the Installation Date will be the date this Agreement is signed.
- 3. CREDIT HISTORY. Prism may conduct an investigation of your credit history. Even if the Products ordered under this Agreement have been delivered, Prism may, within 60 days following its acceptance of this Agreement, revoke that acceptance upon written notice if your credit approval has been denied.
- 4. PAYMENT. Invoices are payable upon receipt. All orders are net cash and are subject to finance charge of 11/2% per month 18% annually on any balance 30 days past due. Title to delivered items shall not pass to purchaser until all applicable charges have been paid and Prism reserves the right to repossession in case of non-payment. Purchaser agrees to pay Prism's cost and expenses of collection and/or repossession including the maximum attorney's fee permitted by law. Any cash down payment is non-refundable. You shall pay to Prism all applicable state and local taxes. Exemption from tax payment will be allowed upon presentation of applicable state and/or local proof of exemption.
- 5. DELIVERY, RELOCATION AND RETROFITS. You will be responsible for any unusual charges required for on-site delivery or removal. You must notify Prism prior to relocating any Products as to which Prism is providing services or support, or has a security interest.
- 6. BASIC SERVICES. This Section describes the basic services provided by Prism for Purchased Equipment covered under an express warranty.
- A. REPAIRS AND PARTS. Prism will make all necessary adjustments and repairs to keep the Equipment in good working order. Parts required for repair may be recovered or reprocessed, and replaced parts will become the property of Prism at its option. B. HOURS, EXCLUSIONS AND RELEASES. Basic Services will be provided during Prism established service availability hours and only within areas opened for repair service within the United States and its territories and possessions. Excluded from Basic Services are repairs caused other than by normal wear and tear or by defects in material or workmanship.
- C. INSTALLATION SITE AND ACCESS. The Equipment installation site must at all-time conform to Prism published space, electrical and environmental requirements. You will provide, at no extra charge to Prism access to the Equipment and to a telephone, and adequate storage space for a reasonable quantity of replacement parts. D. ALTERATION AND SAFETY. If you make an alteration, attach a device, or utilize a supply item that, in Prism's judgement, increases the cost of Basic Services, Prism will either propose an additional service charge, or request that the Equipment be returned to its standard configuration, or that use of the supply item be discontinued. You must either accept the proposal or comply with the request within 5 days. If Prism believes that an alteration, attachment, or supply item affects the performance of Equipment users, Prism will notify you of the problem and may withhold Basic Services until the problem us remedied. E. METER READINGS. If applicable, you will provide accurate and timely meter readings at the end of each billing period in the manner prescribed by Prism. Prism shall have access to the Equipment to monitor the meter readings. If meter readings are not received in a timely manner, Prism may obtain them electronically or by other means, or may estimate them.
- 7. WARRANTY DISCLAIMER. With respect to products, Prism disclaims the implied warranties of fitness for a particular purpose, and Prism disclaims the implied warranty of merchantability.
- 8. BREACH AND ATTORNEY FEES. If you fail to cure a material breach within 10 days following notice of breach by Prism, Prism may upon written notice either (a) terminate this Agreement or (b) suspend its performance under this Agreement and/or under any related Agreement. In any action to enforce this Agreement, Prism shall be entitled to recover its costs and expenses, including reasonable attorney's fees.
- 9. LIMITATIONS OF LIABILITY. In no event shall Prism be liable for any special, indirect, incidental, consequential or punitive damages in any way arising out of or relating to this agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.
- 10. ASSIGNMENT. Without the prior written consent of Prism which shall not be reasonably withheld, you may not assign any of your rights or obligations under this Agreement, or resell, lease, or lend or permit a lien or encumbrance of any kind against any Equipment for which you have not yet obtained title free and clear of any security interest.
- 11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements as to such subject matter. In the event of any inconsistency between the terms and conditions specified on any Price List and those otherwise contained in this Agreement the former shall control. Any terms and conditions on any ordering documents you may issue shall be of no force or effect.

  The following terms and conditions are in addition to the General Terms and Conditions contained on the reverse side of this Order Agreement.

PURCHASE TERMS AND CONDITIONS. This Section applies to all Equipment (including Options and Accessories) purchased under this Agreement outright or on an installment payment basis ("Purchased Equipment").

- 1. TITLE AND RISK. For Equipment purchased outright, the title will pass to you upon payment in full and the risk of loss will pass to you, upon the Installation Date. For Equipment purchased on an installment payment basis, the title and risk of loss will pass to you upon Installation Date.
- 2. INSURANCE. You shall maintain fire, theft and extended coverage insurance on the Purchased Equipment in an amount not less than the remaining unpaid principal balance. All policies shall name Prism as an additional insured and you shall provide Prism with certificates evidencing this insurance upon request.
- 3. SECURITY INTEREST. Prism shall have a purchase money security interest in the Purchased Equipment in order to secure payments due under this Agreement, and you will promptly execute any document Prism deems reasonably necessary to file and perfect its security interest. If you fail to do so, Prism may execute the documents on your behalf.
- 4. BREACH. If you breach any of your obligations under this Agreement, Prism may, in addition to its rights under Paragraph 8 & 4 of the General Terms and Conditions, require immediate payment of the entire unpaid principle balance, plus all other amounts due under this Agreement,

MAINTENANCE SERVICES TERMS AND CONDITIONS. This section applies if you have selected a "Maintenance services terms and conditions" on the front of this contract. The customer agrees to accept maintenance service for the equipment listed. The customer agrees to pay a maintenance charge for the term specified and for each successive period while the machine is under this agreement. For cost per copy the customer agrees to pay an additional maintenance charge for the units of usage per period, as measures by the equipment meter multiplied by the applicable additional maintenance charge rate(s). Prism reserves the right to estimate meter readings. Prism is not responsible for any loss, alteration or damage of data arising out of or in connection with this agreement or the maintenance performed hereunder. Overhauls or rebuilds must be done in accordance with either the manufacturers or Prism's recommended service cycles. Prism is not responsible for service which is the result of failure to adhere with these recommendations. These services are not covered by this agreement. Maintenance parts which may be used parts will be furnished on an exchange basis. 1. PRICING CHANGES. Prism may, upon written notice, prior to the end of any term, change the pricing, terms a nd conditions applicable during any extension of any contract. 2. EXPIRATION AND EARLY TERMINATION. Annual and multi-year terms will expire on the last day of the 12th, 24th, 36th, 48th, or 60th, full calendar month, as applicable. If you terminate your selected Maintenance Plan prior to expiration of the current term, Prism has the right to assess early termination charges. 3. EXTENSION. This Agreement will be automatically extended for successive terms of the same number of months as the initial term, unless a written notice of cancellation is received from you (or provided to you by Prism) at least 30 days prior to expiration of the current time.



### 75 School Ground Road Branford, CT 06405

#### **Maintenance Agreement**

Effective date:	

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City of New Haven-City Clerk Office 200 Orange St., 2nd Fl New Haven, CT 06510 Customer #8344

Prism - Office Link, Inc. (Prism) agrees to provide and the customer agrees to accept maintenance service for the machines listed below according to the terms and conditions of this agreement, unless Prism provides the customer with notice to the contrary within one month of the signing of this agreement by Prism.

Manufacturer/Model Number	Serial Number	Machine Location	Special Provisions	Rate
Toshiba 4518A				
D#			Included in	
SN#			Lease	
Toshiba 4518A			Included in	
ID#			Lease	
SN#				
				1
				Overages

_	-		
Ca	TITLE	пн	IIIS -

MA Type 3:

Includes Service: Parts and Labor, Drums, Toner, and Supplies (except for Paper and Staples)

Supplies included under this agreement will be based on normal yields. If customer usage of supplies exceeds normal yields for the equipment being serviced, Prism will invoice and customer agrees to pay for the excess supplies at Prism's current retail prices.

Please sign this service agreement and return this copy to our office along with your payment. This agreement must be paid in full by the start date of your contract. If agreement is not renewed, a new one will be written only after the equipment is inspected at our regular hourly rate.

	Customer_	City	of	New	Haven-	-City	Clerk	Office
--	-----------	------	----	-----	--------	-------	-------	--------

Accepted by

Name Date

The additional terms & conditions on the reverse side are part of this agreement. The customer acknowledges that they have read this agreement, understands it, and agrees to be bound by its terms & conditions. The customer agrees that this agreement is the complete and exclusive agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Lease Agreement Number: 1828729

# State & Local Government Lease Agreement

This State & Local Government Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, your and lessee mean you, our customer. The words we, us, our and the lessor, mean CIT Bank, a division of First-Citizens Bank & Trust Company.

Product/E Quantity 2	Equipment Description  Description  Toshiba 4518A	Product/Equipment Address			
For additional aqui					
	pment and accessories, attach addendum.	222.224.222			
	Office Solutions, 75 School Ground Rd, Branford, CT 06405 2	<u>203-654-3300</u> Lessee			
Purchase Opt	ked or if both boxes are checked, the Fair Market				
Value purchase		City of New Haven-City Clerk Office Lessee Legal Name			
☐ Fair Market	Value	Lessee "Doing Business As" Name			
☐ \$1.00 Purcha	ase Option  Other	200 Orange St., 2 <sup>nd</sup> FL			
	8	Billing Street Address			
Term and Lea		New Haven, CT 06405			
	\$350.00 (plus taxes, if applicable)	Billing City, State, Zip			
Term (Months) 6		May 203-946-8300			
Payment Freque	ncy Monthly	Billing Contact Name & Phone No.			
	nt Schedule if applicable: nt Schedule Addendum" if necessary)	Lessee Phone Number (if different from above)			
payments @ payments @	; followed by payments @ followed by; followed by payments @	TERMS AND CONDITIONS BY SIGNING THIS LEASE:			
Payments are du	ue in Advance	BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT			
Documentation F	Fee: \$75.00 (due with first invoice)	AND BACK OF THIS LEASE: (ii) YOU AGREE THAT IF A COPY OF THIS LEAS: SIGNED BY YOU AND THE FRONT OF THE COPY IS DELIVERED TO US FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISION ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU			
Additional Provis	ions:	AND US), THE TERMS AND CONDITIONS OF THIS LEASE IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE LEASE, (iii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU			
PLEASE NOTE: Cer addendum document	tain state and local government lessees must sign an additional t.	CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED HEREIN, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU			
NEW ACCOUNT: T laundering activities, F record information that for you: When you op name, address, and othe	RMATION ABOUT PROCEDURES FOR OPENING A o help the government fight the funding of terrorism and money ederal law requires all financial institutions to obtain, verify and cidentifies each person who opens an account. What that means been an account, we will ask for (i) if you are a legal entity, your er information that will allow us to identify you; (ii) if you are an address and date of birth. We may also ask to see your driver's ying documents.	WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES: (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORY TO DO SO; AND (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE.			
10	irst-Citizens Bank & Trust Company 0201 Centurion Parkway N. #100 acksonville, FL 32256	LESSEE SIGNATURE  City of New Haven-City Clerk Office			
		Lessee Legal Name			
Authorized Signatu	re Date Signed	X			
Printed Name		Authorized Signature Date Signed			
Print Title	9	Print Signer's Name			
		Print Signer's Title			
		Federal Tax ID Number			

- 1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the products/equipment described on the front of this lease agreement (collectively "Equipment") on the terms and conditions shown on the front and back of this lease ("Lease"). If you have entered into any purchase contract ("Purchase Contract") with any supplier, you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, our authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to Inspect it to determine if it is in good working order. This term of this Lease will begin on the date when you sign a Delvery and Acceptance Certificate at which time the Equipment will be deemed irrevocably accepted by you and will continue for the number of months specified in this Lease, unless earlier terminated in accordance with Section 16 of this Lease. The first Lease Payment is due on or before the date the Equipment is defivered to you. The remaining Lease Payments will be due on the day of each subsequent month (or such other time period slated on the front of this Lease) designated by us. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (f) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under anolicable law).
- amount allowable under applicable law).

  2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURER THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWINSE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract.
- 3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition and working order, except for ordinary wear and lear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, upon termination of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay for all outstanding lease payments, talle charges, insurance charges, and our estimated property taxes on the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.
- 4. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable SalerUse Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penaties imposed upon the Equipment and, if we elect, you agree to pay us astimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penatiles; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment to otherwise legoratize our rights in any of the dupment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us hamiless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.
- in Loss of DaMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (coffectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

  6. INSURANCE: You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability
- 6. INSURANCE. You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance raners and provided further that such self insurance program consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.
- 7. PURCHASE OPTION; RENEWAL: If (a) you have not terminated this Lease in accordance with Section 15 and (b) no Default has occurred and is continuing under this Lease, you will have the option at the end of the Initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 30 days written notice before the end of the initial term, that you will purchase the Equipment or that you will return all the Equipment to us. You do not give us such written notice or if, having given such notice, you do not purchase or deliver the Equipment to us. Lease will automatically renew for successive one month terms until you either purchase or deliver the Equipment to us. Each month during a renewal term the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value as configured, in place and installed. You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller, including costs to make the Equipment fully operational. If you do not agree with our determination of the Equipment's in use and in place fair market value, the fair market value for use and in place of will be determined at you expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE IS' without any representation or warranty whatsoever and this Lease will terminate. To secure payment of all amounts due to us, to the extent permitted by law, you are used to such that the fair the Equipment fine of all litens and encumbrances. You authorize us to file financing statement
- 8. DEFAULT. Each of the following is a 'Default' under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations, including but not limited to, providing and maintaining property insurance required under Section 6 of this Lease on the Equipment, under this Lease or in any other agreement with us or with any of our affiliates and this failure confinues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you self, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Lease or in any instrument you have provided us proves to be incorrect in any material respect.
- 9. REMEDIES. It a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you or withdraw any offer of credit. (b) subject to the provisions of Section 16, we may declare an amount equal to all amounts then due under this Lease, and the unpaid principle balance under this Lease as of the due date of the last Lease Payment paid when due and payable, whereupon the same shall be immediately due and payable; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without count order and you flot mort make any claims against us for damages or trespass or any other reason, and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease (including attorneys' fees and costs incurred post-judgment). If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceed war when we deducted all costs related to the sale or disposition of the Equipment) to the amounts that you ove us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

- 10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the Supply Contract by that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED LIPSON A LESSEE BY ARTICLE 2A.
- Internet you or use tennity or as soppear, that you may have rights often the suppler for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

  11. ASSIGNMENT. YOU MAN NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notification to you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obtigations. The rights of the new owner will not be subject to any claim, defense or sel-off that you may have against us.
- 12. INDEMNIFICATION. To the extent not prohibited by applicable law, with respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct (Claims), you agree to reimburse us for and if we request, to defend us against, any Claims.
- 13. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing Information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mad, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If A SIGNED COPY OF THIS LEASE IS DELIVERED TO U.S BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE INTITUTE. WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST, YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO THIS LEASE, WHICHEVER OCCURS FIRST, YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO THIS LE
- CHANGED. If more than one Lessee has signed this Lease, each of you agrees that your fiability is joint and several.

  14. FUNDING INTENT. You reasonably believe that funds can be obtained to make all Lesse Payments during the Term
  and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with
  preparing the budget submitted to your governing body, as applicable, will provide that nothing in this Agreement shall be
  construed to create a deficiency debt or commitment of revenues other than the current revenues of yours, and provided
  further that if your governing body elects not to appropriate funds for such payments, it shall evidence such
  nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget
  adopts. It is your intent to make Lease Payments for the III Term if funds are legally available therefore you represent,
  warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You
  will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its
  governmental purposes.
- 15. NONAPPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder), and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counset) and this Agreement shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 15 will not be construed so as to permit you to terminate this Lease in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment or services performing functions similar to the Equipment for the fiscal period in which such termination would occur, (b) you will not during the term of this Lease give priority in the application of funds to any funds for the purchase, acquisition or use of other equipment or services; and (c) to the extent permitted by law, you will not expendent or commit any funds for the purchase, acquisition or use of other equipment or services performing functions similar to the Equipment.

  16. AUTHORITY AND AUTHORIZATION. You represent, warrant and covenant to us that (d) You are a State or
- 16. AUTHORITY AND AUTHORIZATION. You represent, warrant and covenant to us that (a) You are a State or poffical subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Lease; (c) this Lease has been duty authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease; (e) the entering into and performance of this Lease will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Lease; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have comptied with all bidding requirements and, where necessary, by due notification have presented the Lease and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Lease for the then current fiscal period. You shall be deemed to have reafirmed the representations and warranties set forth in this Section 16 each time you execute a Lease. Contemporaneously with your execution of this Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set f
- 17. GOVERNMENT USE. You represent, warrant and covenant as follows: (a) you shall comply with the information reporting requirements of §149(e) of the internal revenue code of 1986, as amended (code), including but not limited to, the execution (and delivery to us) of information statements requested by us; (b) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause this agreement, or any transaction hereunder, to be an arbitrage bond within the meaning of §148 of the code; (c) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause this agreement, or any transaction hereunder, to be a private activity bond within the meaning of §141 of the code; (d) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause the interest portion of the lease payments to be or become subject to federal income taxation under the code, except as such interest portion may be taken into account as an adjustment in determining the alternative minimum tax and environmental tax imposed on corporations; and (e) you shall be the only entity to own, use or operate the equipment during the term. You shall be deemed to have reaffirmed the representations, warranties and covenants set forth in this section 17 each time it executes any fundamental agreement (as defined in section 16). If you breach any representation, warranty or covenant contained in this lease and, as a result of such breach, the interest portion of any lease payment becomes includable in gross income of any owner thereof for federal income tax purposes, you shall pay us promptly after such determination of laxabitity and on each lease payment due date thereafter, an additional amount determined by us to compensate us for the loss of such excludability (including, but not limited to, compensation relating to interest expense, pena\*vies or additions to tax), which determination of unative absent manifest error.
- adductions to tax), which determination shall be conclusive absent internals error.

  18. CHOICE OF LAW. This Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the state in which you are located. If any provision of this Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease or any Equipment or Payment Schedule. This Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

# SELF INSURANCE CERTIFICATE PROPERTY AND LIABILITY INSURANCE

This is to acknowledge that <u>City of New Haven</u> ("Lessee") is under a self-insurance program for property damage and public liability risks with respect to the Equipment leased under the Lease Agreement, Lease Number <u>1828729</u> between First-Citizens Bank & Trust Company ("Lessor") and Lessee. Lessee hereby certifies that (i) the self-insurance program shall be primary without right of contribution from any insurance carried by Lessor, (ii) the self-insurance program with respect to property damage shall guarantee payment of the interest of Lessor for any loss or damage to the Equipment, and (iii) the self-insurance program with respect to public liability risks shall guarantee payment to Lessor for any claim, loss, damage, or liability asserted against Lessor with respect to the Equipment and the costs of defense of such claim, loss, damage or liability.

Dated as of March, 2022

City of	New Haven	("Lessee")	
Ву:			
Title: _	<u>\</u>		



# DELIVERY & ACCEPTANCE CERTIFICATE

# By signing this Certificate, you, the Customer identified below, agree:

- A) That all products described in the Lease Agreement ("Agreement') identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Agreement; and
- B) That we, **First-Citizens Bank & Trust Company**, are authorized to purchase the Equipment and start billing you under the Agreement.

Agreement No. 1828729

Customer Name: City of New Haven-City Clerk Office

Customer E-Mail Address: mbeyreed@newhavenct.gov

Authorized Signature

X

Title

Date