

The Town of Upper Marlboro

RESOLUTION: 2022-20
SESSION: Regular Town Meeting
DATED: October 25th, 2022

A RESOLUTION OF THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF UPPER MARLBORO TO ENTER INTO LEASE AGREEMENTS WITH ENCORE COPIER FOR THE LEASE OF TWO PRINTERS.

WHEREAS, pursuant to Local Government Art., § 5-205 of Md. Ann. Code, a municipality may spend money for any public purpose and to affect the safety, health, and general welfare of the municipality and its occupants, and a municipality may further provide for printing and publishing statements of its receipts and expenditures; and


WHEREAS, Ordinance 2011-02 (Procurement), Section 4(b) states that upon having obtained three (3) quotes or proposals “[a]ll procurements between \$10,000 and \$ 2,000 shall be approved by the Board,” and

WHEREAS, the Town Board of Commissioners hereby finds that sufficient funds have been appropriated for these lease agreements, which includes the scope of the subject proposals, and ENCORE BUSINESS SYTEMS, INC., a Maryland Corporation, is a local, responsible offeror, in good standing with the State, whose proposals are the most advantageous to the Town taking into consideration price and the other evaluation factors.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro, sitting in regular session this 25th day of October 2022, that the Town Board of Commissioners hereby authorizes the President to execute the lease proposals, attached hereto and incorporated by reference herein, for the General Government printer lease \$174.70 per month for 60 months, and the Police printer lease at \$89.00 per month for 60 months with Encore Business Systems, Inc.

AND, BE IT FURTHER RESOLVED, by the Board of Commissioners for The Town of Upper Marlboro, that the Town Administrator shall obtain proof of insurance and a reasonable release and waiver of liability form signed by the Contractor as deemed necessary to protect the Town and carry out the performance of the project or tasks described herein prior to the execution of the proposal or contract approved herein.

ATTEST:




John Hoatson, Town Clerk

Date: 10.25.22



THE TOWN OF UPPER MARLBORO



Sarah Franklin, President



Charles Colbert, Commissioner



Janice Duckett, Commissioner



Thomas Hanchett, Commissioner




Karen Lott, Commissioner

CERTIFICATION

I, the undersigned, hereby certify that I am the Town Clerk of the Town of Upper Marlboro and that the Board of Town Commissioners of the Town of Upper Marlboro at a public meeting at which a quorum was present adopted this Ordinance, and that said Ordinance is in full force and effect and has not been amended or repealed.

In witness whereof, I have hereunto set my hand and seal of the municipal corporation, this 25th day of October 2022.



John Hoatson, Town Clerk

ATTACHMENT A- Lease Proposal for General Government Canon iRC554011i

ATTACHMENT B Lease Proposal for Police Kyocera M5526CDW



ENCORE BUSINESS SYSTEMS, INC.
609-611 COMMERCE DR.
UPPER MARLBORO, MD 20774

Canon
ImageRUNNER™^{opo}
LASER CLASS FAX
AUTHORIZED DEALER

SCANNED

OCT 26 2022

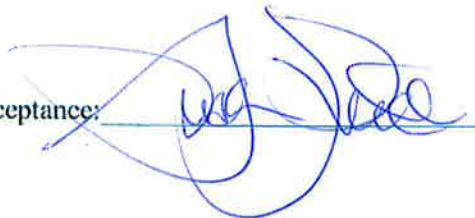
October 4, 2022

Quote for a New Canon IRC5540IIIi Color MFP to include Print/mobile Print, Color Copy, 4 Paper trays, and Internal Staple Finisher.

Image RUNNER IRC adv 5540IIIi

- 40/40 PPM Color/Black/White MFP
- 150 Sheet Duplex Automatic Document Feeder scans @ 80 PPM
- (QTY 4) 550 Sheet Cassette
- Internal Staple finisher
- Color Universal Send, UFR Printing
- 3GB Ram, 250GB HDD
- 10/100/1000 Base TX Ethernet, and USB 2.0/3.0 connectivity
- Color network Scan Gear
- CMYK toners

Municipal Canon Finance Lease: 60mo. \$174.70

Acceptance: 

Date: 10/26/2022

DC Metro (301) 249-0100 • Annapolis (410) 741-9298 • Fax (301) 249-0101
www.encorecopiers.com • ecinfo@encorecopiers.com



ENCORE BUSINESS SYSTEMS, INC.
609-611 COMMERCE DR.
UPPER MARLBORO, MD 20774

Canon
ImageRUNNER™ OPD
LASER CLASS FAX
AUTHORIZED DEALER

SCANNED
OCT 26 2022

October 17, 2022

Quote for **NEW** Kyocera M5526CDW Color MFP to include Print, Color Copy, Scan, & Fax

Kyocera M5526CDW

- 27 PPM Color/Black/White
- 50 Sheet Duplex Automatic Document Feeder
- (QTY2) 250 Sheet Cassette
- Base Cabinet
- Color Universal Send, UFR Printing
- 10/100/1000 Base TX Ethernet, and USB 2.0/3.0 connectivity
- Standard Wireless
- Blue Tooth
- Scan to email
- Super G-3 Fax Board
- CMYK toners

Canon 60mo. Lease Payment: \$89.00

Includes:

Standard delivery (No steps) . Set up to network up to 1 hour, and operator training:

Acceptance: _____

Date: _____

10/26/2022



TOWN OF
UPPER MARLBORO

PURCHASE ORDER

The Town of Upper Marlboro

14211 School Lane
Upper Marlboro MD 20772
Phone: (301) 627-6905
Email: Info@UpperMarlboroMD.gov
Website: www.UpperMarlboroMD.gov

SCANNED
OCT 27 2022

DATE 10/27/2022
PO # 202201

VENDOR

Canon Financial Services, Inc.,
14904 Collections Center DR.,
Chicago, IL 60693

SHIP TO

Kyle Snyder
Town of Upper Marlboro
14211 School Lane
Upper Marlboro MD 20772
301-627-6905

SHIPPING TERMS

Cost, Insurance & Freight

SHIPPING METHOD

FEDEX

DELIVERY DATE

5/23/2020

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
12345478	Canon Image Runner Advance C5540III & Kyocera M5526 monthly lease (60 Month)		\$263.70	\$263.70

Kyle Snyder
KYLE SNYDER

Comments or Special Instructions

SUBTOTAL \$263.70
TAX 10%
SHIPPING
TOTAL \$290.07



Canon Financial Services, Inc.

ACCEPTANCE CERTIFICATE

Agreement Number: 1904191

To: Canon Financial Services, Inc. ("CFS")

The undersigned Customer certifies that all of the Equipment referred to in the Agreement, between CFS and Customer, has been delivered to and has been received by the Customer, that the installation or other work necessary prior to the use of such Equipment has been completed, that such Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and that such Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes CFS to purchase the Equipment. Customer agrees that CFS may accept a facsimile copy of this Acceptance Certificate as an original, and that facsimile copies of Customer's signature will be treated as an original and will be admissible as evidence of this document delivered by facsimile.

Date: _____

Customer: Town of Upper Marlboro

Signature: [Handwritten Signature]

Printed Name: Kyle Snyder

Title (if any): Town Admin.

UPON EXECUTION, please fax to: _____

Attention: _____

We would be pleased to assist you with any inquiries or comments. Please direct your call to the following telephone numbers: (856) 813-1000 or (800) 220-0200.



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address: 14904 Collections Center Drive
 Chicago, Illinois 60693 Phone: (800) 220-0200

LEASE AGREEMENT

One-Page Agreement for Transactions Under \$150,000 CFS-1122 (06/16)

CFS' AGREEMENT NUMBER: 1904191

COMPANY LEGAL NAME Town Of Upper Marlboro		DBA	PHONE 3016276905	
BILLING ADDRESS 14211 School Lane		CITY Upper Marlboro	COUNTY	STATE MD
EQUIPMENT ADDRESS same		CITY	COUNTY	STATE MD

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Payment Amount *
1	2J V00881	Canon IRC advC5540 III New, with Cassette Unit AM1, Fin. H1, and full set of GPR-55 toners	60	\$174.70
1	VE 8262 1554	Kyocera M5526 with extra paper tray, and Cabinet	60	\$89.00

Term in months: **60** Payment Frequency: Monthly Quarterly Other:
 Number of Payments in Advance: **0** End of Term Purchase Option: Fair Market Value \$1.00 Other: (\$ or %)
 Total Amount Due At Signing *: **0** * Plus Applicable Taxes (estimated)

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.

By: _____
 Title: _____
 Date: _____

AUTHORIZED CUSTOMER SIGNATURE

By: *[Signature]* Title: **Town Administrator**
 Printed Name: **Kyle Soyler** Email address: **Ksoyler@uppermarlboro.gov**
 Tax ID#: **52-6016777** If proprietor, DOB: _____ Date: **11/1/2020**

ACCEPTANCE CERTIFICATE
 To: Canon Financial Services, Inc. ("CFS")
 Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a **Corporation** organized under the laws of the State of **MD**, with its chief executive office at **14211 School Lane Upper Marlboro MD 20772**, and Customer leases from CFS with its place of business at 158 Gaither Drive, Suite 200, Mt Laurel, New Jersey 08054, all the equipment described above ("Equipment"). This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or provides to CFS other written confirmation of its acceptance of the Equipment, which shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of the Agreement. The term of this Agreement begins on the date accepted by CFS or any later date CFS designates ("Agreement Date") and shall consist of the payment period specified above, any Interim Period, and any renewal periods. If Customer has not, within 10 days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever.
- 2. PAYMENTS:** Customer shall pay CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). Customer shall also pay CFS an interim payment in an amount equal to 1/30th of the monthly amount of the Payment multiplied by the number of days between the Effective Date and the Commencement Date ("Interim Period"), as determined by CFS. A late payment fee equal to the greater of 10% of the late amount or \$25 will be due if a Payment is late. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the Payment and End of Term Purchase Option ("Purchase Option") herein by up to 15% if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer (a) shall pay an \$85 documentation fee, and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments, or Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.
- 3. NAME; OFFICES:** Customer's legal name (as set forth in its constituent documents), chief executive office address and jurisdiction of organization are as set forth herein. Customer shall provide CFS written notice at least 30 days prior to any change of its legal name, chief executive office address or its form of organization (including its jurisdiction of organization), and shall execute and deliver to CFS such documents as required or appropriate.
- 4. WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty related to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement, and CFS assigns to Customer any warranties agreed between Customer and the manufacturer, dealer, or supplier. Customer acknowledges and agrees that the supplier or dealer is not an agent of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation or warranty with respect to this Agreement or the Equipment on behalf of CFS. Customer warrants that the Equipment will not be used for personal, family or household purposes.
- 5. LIENS; MAINTENANCE; ALTERATIONS; LOSS:** Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer shall keep and maintain the Equipment in good working order and shall, at its expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft, or damage to the Equipment, and (b) during the term hereof, including renewals and extensions, keep the Equipment insured with CFS as loss payee. If Customer fails to provide proof of insurance, CFS may, but is not required to, obtain insurance covering CFS' interests, and charge Customer for the costs of such insurance, and an administrative fee. CFS and any affiliate may make a profit on the foregoing. No such loss, theft, or damage shall relieve Customer of any obligation hereunder.
- 6. DEFAULT:** If Customer fails to pay any amount due to CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) require Customer to immediately pay all unpaid Payments hereunder (whether or not then due), the Purchase Option amount and any other Costs (collectively, "Remaining Lease Balance"); (b) terminate any and all agreements with Customer; (c) repossess the Equipment; (d) sell the Equipment and recover the amount by which the Remaining Lease Balance exceeds the net amount CFS received from such sale, and/or (e) pursue any other remedy permitted at law or in equity. CFS (f) may sell the Equipment after preparing it or not; (g) may disclaim warranties of title and the like, and (h) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the

Remaining Lease Balance. Customer shall reimburse CFS for its out-of-pocket costs and expenses incurred in enforcing this Agreement and exercising its remedies, including reasonable fees and expenses of attorneys and collection agencies. Any other default hereunder shall entitle CFS to all remedies available at law and equity. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default. Customer will also pay for CFS' reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.

- 7. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. If CFS assigns this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, and the rights of the assignee will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.
- 8. PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.
- 9. RENEWAL; RETURN:** This Agreement automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.
- 10. DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should: (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.
- 11. UCC:** Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 500-522. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.
- 12. MISCELLANEOUS:** THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and Acceptance Certificate as an original. Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may insert missing or correct other information, including the Equipment's description, serial number, and location, and corrections to Customer's legal name, otherwise this Agreement embodies the entire agreement.

PERSONAL GUARANTY

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 12 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: _____ Signature: _____ Title: _____ Date: _____
 Address: _____ Phone: _____