



**MARINHA DO BRASIL**  
**COMISSÃO NAVAL BRASILEIRA EM WASHINGTON**

**AUTUAÇÃO**

Documento Circunstanciado, NUP: 63150.002823/2022-90, autuado na data de 22 de setembro de 2022, destinado à contratação da empresa XEROX FINANCIAL SERVICES LLC para a prestação de serviço de lease de máquinas de cópia e reprodução desta Comissão Naval, contendo 56 folhas:

- a) Documento Circunstanciado 12/2022 às fls. 01 a 03;
- b) Quadro resumo das propostas de lease de copadoras à fl. 04;
- c) Pesquisa de preços às fls. 05 a 54; e
- d) Cópia do contrato às fls. 55 a 56.

Washington DC, 22 de setembro de 2022.

Assinatura manuscrita em azul de Antonio Luiz do Nascimento Abreu.

ANTONIO LUIZ DO NASCIMENTO ABREU

Capitão de Corveta (AA)

Encarregado da Divisão de Material e Serviços Gerais

EMBRANCO



**MARINHA DO BRASIL  
COMISSÃO NAVAL BRASILEIRA EM WASHINGTON**



**DOCUMENTO CIRCUNSTANCIADO Nº 12/2022**

**NUP: 63150.002823/2022-90**

**1. OBJETO**

Prestação de serviço de lease de máquinas de cópias e reprodução desta Comissão Naval de forma a garantir a infraestrutura necessária para o desenvolvimento das atividades e funcionamento, além de aperfeiçoar os processos internos agilizando os trâmites burocráticos da referida Organização Militar.

**2. CARACTERIZAÇÃO DA NECESSIDADE QUE JUSTIFICOU A AQUISIÇÃO DO SERVIÇO**

A contratação do serviço lease de máquinas de cópias e reprodução de documentos é necessária para garantir o adequado desenvolvimento das atividades e funcionamento da Comissão Naval Brasileira em Washington. O serviço tem a finalidade de manter de forma rápida, econômica e contínua, a impressão de cópias e reprodução de documentos, com vistas ao bom funcionamento desta Organização Militar. A solução deve fornecer um local de trabalho mais inteligente, seguro e colaborativo com a diminuição do número de impressoras individuais e por consequência, economia na obtenção de suprimentos, o que caracteriza maior vantagem para a administração. A aquisição do serviço enquadra-se como dispensa de licitação, cujo objeto a ser contratado encontra-se disposto no inciso I do artigo 27 da Portaria GM-MD 5.175/2021.

**3. PLANEJAMENTO DA CONTRATAÇÃO**

A contratação encontra-se prevista no Programa de Aplicação de Recursos da CNBW (evento PAR 3983.1) aprovado em reunião do Conselho de Gestão, estando, dessa forma, alinhada com o planejamento realizado.

**4. DETERMINAÇÃO DE UNIDADES E QUANTIDADES A SEREM ADQUIRIDAS**

O serviço lease de máquinas de cópias e reprodução de documentos deverá ser prestado continuamente durante todo o período de contrato, onde serão fornecidas pela contratada três máquinas Xerox C7025 MFD's ou semelhantes.

**5. ESTIMATIVA DA DESPESA**

A despesa estimada anual, de acordo com a oferta da XEROX FINANCIAL SERVICES LLC, será de US\$ 3,540.00 (três mil quinhentos e quarenta dólares) e o preço estimado mensal é de US\$ 295.00

(duzentos e noventa e cinco dólares), valores que serão acrescidos de impostos governamentais e estão compatíveis com o valor de mercado conforme detalhado no Mapa Comparativo de Preços e demais documentos em anexo.

Observa-se que, apesar de não oferecer o menor preço, a manutenção do contrato com a empresa XEROX FINANCIAL SERVICES LLC apresenta maior vantajosidade para a administração quando economiza US\$ 440.00 (quatrocentos e quarenta dólares) em relação às demais propostas. Isto porque, caso fosse celebrado contrato com outra empresa, haveria a necessidade de pagamento de US\$ 1,500.00 (mil e quinhentos dólares) para a retirada e devolução das atuais copiadoras, além dos US\$ 10.00 (dez dólares) que serão cobrados mensalmente pela entrega da nova aparelhagem.

Além disso, o arrendamento das copiadoras Xerox, inclui: imposto sobre a propriedade, a troca e devolução dos equipamentos obsoletos sem custo adicional e a instalação de aplicativo para leitura remota da quantidade de cópias.

## **6. VALOR UNITÁRIO E/OU GLOBAL**

US\$ 295.00 (duzentos e noventa e cinco dólares) mensais, acrescidos dos impostos.

## **7. PRAZO DE ENTREGA OU CONCLUSÃO DO OBJETO**

O prazo de vigência do contrato é de 60 (sessenta meses), com base no inciso II, do art. 55 da Portaria GM-MD nº 5.175, de 15 de dezembro de 2021.

## **8. EVENTUAL PRESTAÇÃO DE ASSISTÊNCIA TÉCNICA NO PERÍODO E GARANTIA DO OBJETO**

Conforme previsão contratual, mediante contato com respectivo representante através de uma chamada de serviço on-line ou por telefone com assistência em tempo real. A contratada se propõe a substituir o equipamento com defeito e possui entregas locais em Maryland, Washington-DC e Virgínia diariamente.

## **9. CONDIÇÕES DE GUARDA E ARMAZENAMENTO**

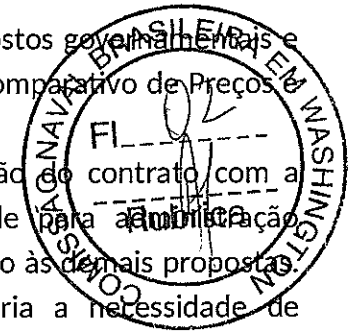
Nada consta, por se tratar de prestação de serviço.

## **10. PRAZOS PARA LIQUIDAÇÃO E PAGAMENTO**

Os pagamentos serão efetuados mensalmente, mediante emissão de *invoice* pelo fornecedor.

## **11. DEMONSTRAÇÃO DA COMPATIBILIDADE DA PREVISÃO DE RECURSOS ORÇAMENTÁRIOS COM O COMPROMISSO A SER ASSUMIDO**

- a) Gestão/Unidade: 0001/70200 - CNBW
- b) AO: 2000 Administração da unidade
- c) Ação Interna: G483FC1
- d) Elemento de despesa: 33903983



## 12. CONCLUSÃO

Em face do exposto e da documentação apresentada, sugere-se que o objeto seja contratado, com base no art. 1º, § 2º, da Lei nº 14.133, de 1º de abril de 2021, combinado com o Art. nº 27, inciso I da Portaria GM-MD nº 5.175, de 15 de dezembro de 2021. Rubrica



Elaborado por:

Washington, DC, 16 de setembro de 2022.

A handwritten signature in blue ink that reads "Antonio Luiz do N. Abreu".

ANTONIO LUIZ DO NASCIMENTO ABREU

Capitão de Corveta (AA)

Encarregado da Divisão de Material e Serviços Gerais

## 13. ATO DE AUTORIZAÇÃO DA CONTRATAÇÃO DIRETA:

Aprovo a contratação prevista neste Documento Circunstanciado, sendo entendido como viável e razoável à luz das justificativas apresentadas.

Washington DC, 20 de setembro de 2022.

A handwritten signature in blue ink that reads "José Augusto Correia Neto".

JOSÉ AUGUSTO CORREIA NETO

Capitão de Mar e Guerra (IM)

Ordenador de Despesa



**EM BRANCO**

## QUADRO RESUMO DAS PROPOSTAS DE LEASE E MANUTENÇÃO DE COPIADORAS

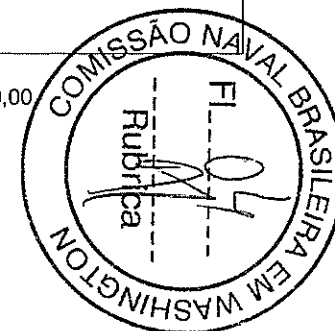
Empresa	Contato	Marca da copiadora	Lease p/ 2 b&w e 1 color	Manutenção	Outras considerações
Nauticon	Nick Efthemes – 703-969-8181 – nefthemes@nauticon.com	Toshiba E-studio 3515AC e 3518A	USD 399,70 (com property taxes); USD 374,88 (sem property taxes)	USD 0,005 e 0,05	Dito que cobre os gastos de shipping (USD 1.500,00) das máquinas atuais.
Xerox	Cathy Wagner	Xerox C8135 MFD's	USD 367,00 (sem property taxes)	USD 0,005 e 0,045	Transição mais suave, uma vez que é a atual empresa (não haverá cobrança pelo shipping).
		Xerox C7125 MFD's	USD 295 (com property taxes)	USD 0,0065 e 0,045	
Konica	Valery Flood – 301-974-4043	Konica Minolta C360i e 360i	USD 562,00 (p/ 4 máquinas – considerar USD 421,00 p/ 3 máquinas)	USD 0,007 e 0,06	
Capitol	Chris Reynolds	Ricoh IM C3500 e 3555	USD 292 (com property taxes)	USD 0,0055 e 0,032	No residual cost at lease, no additional cost for have hard drive scrubbed
		Ricoh IM C2500	USD 228 (com property taxes)	USD 0,0055 e 0,032	No residual cost at lease, no additional cost for have hard drive scrubbed
UBT	Matt Stromberg – 571-730-8737	Canon DX C3725i e 4725i	USD 292,82 (c/ property tax); USD 259,81 (s/ property tax)	USD 0,0079 e 0,075	

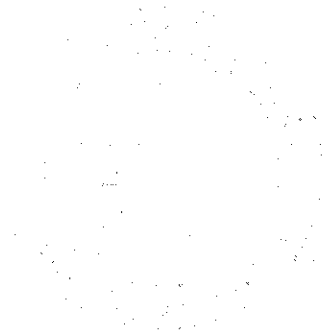
## Projeção de gastos:

	Lease	Manutenção (12.000 b&w e 1.500 color)	Total	Economia de	Observação
Xerox atual	\$687,00	\$193,50	\$880,50	\$0,00	A economia deve ser ainda maior, pois as novas máquinas são mais baratas (menor valor de property taxes), bem como os contratos de menor valor trarão taxas menores.
Nauticon	\$374,88	\$135,00	\$509,88	\$370,62	
Xerox	\$367,00	\$127,50	\$494,50	\$386,00	
	\$295,00	\$145,50	\$440,50	\$440,00	
Konica	\$421,00	\$174,00	\$595,00	\$285,50	
Capitol*	\$292,00	\$114,00	\$406,00	\$474,50	
	\$228,00	\$114,00	\$342,00	\$538,50	
UBT	\$292,82	\$199,80	\$492,62	\$387,88	

Obs: Caso o contrato não seja estabelecido com a Xerox, pagaremos o shipping para a devolução das 3 máquinas atuais, USD 1.500,00

\* Acrescenta USD 10 por mês para o shipping das máquinas da Xerox.





**EM BRANCO**



**Proposal April 2021**

Nauticon is the **largest Toshiba, HP & Lexmark** dealership in the United States Headquarters located in Gaithersburg, Maryland employing 97 employees. Our owners, Carter Hertzberg & Gary Sockel, are active in the day to day operations of the business. Our average turnaround time on service calls is 2.7 hours, we credit our clients \$100 if we do not respond within the guaranteed 4 hour timeframe. At Nauticon, we stand behind this guarantee! Nauticon's **Toshiba Total Quality Commitment Guarantee** is the strongest in the industry. If your machine has any major mechanical or software failure in the first 5 years, it will be replaced with a brand new machine.



#### Technical/Network Expertise

Our service technicians average 15 years' experience. Our Network Engineers have an extensive IT background which enables them to help solve the most complex application and printing related issues. We will work with your IT Staff to set up scanning based on your internal processes and security requirements. (Scan to email, folder, desktop)

#### In-house, dedicated, Product Trainer

Our product trainers are dedicated to providing on-going training, when you need it. Nauticon will work with your staff to identify important applications and utilize some of the time saving features of the Xerox technology. **Nauticon is a proud partner of HP and Lexmark Printers (sales, service & supplies),** which are great assets to a Total Print Management Services Solution. This type of program can potentially minimize and control all of your organization's printing costs and give financial reports and equipment update reports for all printers and MFP's. **FREE Page Track Software** provides Automatic meter readings (email notification) and Automatic Toner Replenishment when supply is at 10% capacity

#### Additional Nauticon Expertise:

##### Print Management Systems

PaperCut MF software and Drive Print have helped over 30,000 organizations reduce their print costs and their environmental impact. These systems allows businesses of any size to manage all copying and printing produced across their entire multifunctional copier and printer fleets using a single low cost software application.

##### Document Management Systems

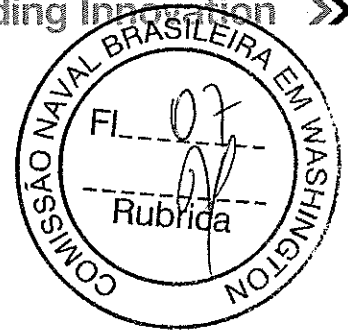
Square 9 and Drive DM Document Management Systems are total solutions that securely scan and store your paper documents along with critical electronic files, allowing for quick and easy document retrieval.

##### Advanced Scanning Capabilities

OCR: This software offers an automatic file conversion from scanned images to different file formats. These include MSWord, Excel, PDFs, etc.

Drive Image: A scalable front-end scanning package which provides for scanning to multiple network folders, automatic barcode reading and automatic **Bates™** numbering, among other features

eCopy: Another scalable front-end scanning package equipped with scanning hardware to provide advanced scanning capabilities.



## Executive Summary

- Why Nauticon?
- Our Service First Philosophy
- Solutions Review
- Financials

Thank you Commander Rubin and Joao for providing Nauticon the opportunity to service your print related needs. We are confident after careful review; you will clearly see that Nauticon offers the capabilities, products, experience and the high level of ethics and professionalism expected of your trusted partners.

Nick Efthemes

703-969-8181

Nefthemes@nauticon.com

## Our Service First Philosophy

### **60-DAY MONEY BACK GUARANTEE**

We want our equipment to meet your expectations and production needs. If, within 60 days you are not completely satisfied, we will credit 100% of your money back towards the purchase of a Nauticon Imaging Systems product of equal or greater value.



### **LIFETIME PERFORMANCE GUARANTEE**

Products from Nauticon Imaging Systems will be maintained to perform according to manufacturers' specifications. If the machine cannot be brought back to those specifications, Nauticon will replace the unit with a comparable model as long as your equipment is maintained and serviced continuously under the Nauticon Imaging Systems Service Agreement.

### **PROMPT SERVICE GUARANTEE**

Nauticon's average service turnaround time is 2.7 hours. Our goal is to provide you with an average four hour response time whenever emergency service is needed and no more than eight business hours for any other service need. If Nauticon fails to meet this service guarantee, a service credit of \$100.00 will be applied under the Nauticon Imaging Systems Service Agreement.

### **NO CHARGE LOANER**

Nauticon Imaging Systems does not want to take away from your organization's production time and if a machine does require maintenance that is time consuming, Nauticon Imaging Systems will provide a free loaner and repair your machine at our warehouse.

### **FACTORY CERTIFIED TECHNICAL SUPPORT**

Nauticon Imaging Systems only staffs their service department with factory-trained technicians certified on each of the models they service.

### **36 MONTH LEASE UPGRADE POLICY**

Customer can upgrade to the latest technology of equal or higher capabilities from Nauticon at any time during a 12, 24 or 36 month lease without penalty; Protection from potential obsolescence

### **STANDARD ALL INCLUSIVE QUARTERLY SUPPLY/SERVICE CONTRACTS**

No hidden costs for toner, rollers, drums, accessories, etc; Flexibility to cancel within 30 days at any time for any reason; No large annual advance payments required.

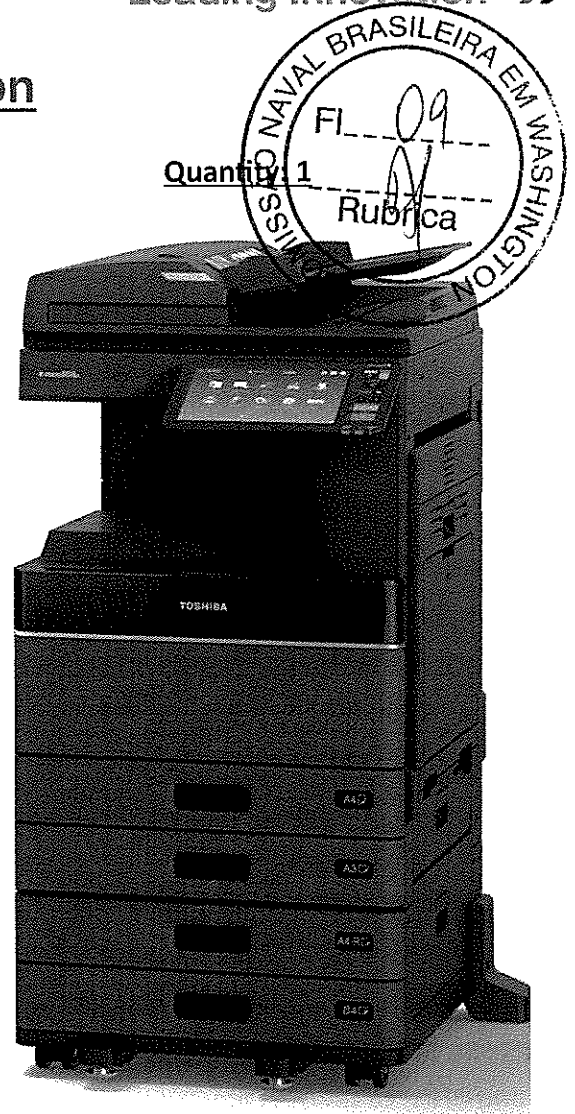
## Proposed Solution

# TOSHIBA TECHNOLOGY NEVER LOOKED BETTER

The Toshiba e-STUDIO3515AC can increase the efficiency of your workgroups, improve the professionalism of your presentations, and streamline the workflow of your organization. And, that's just for starters.

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.

Toshiba has developed a customizable MFP to make your job easier. A new 10.1" tablet-style touch screen works intuitively, helping you find instructions, functions, and commands with the swipe of the finger. Toshiba's internally developed Multi-Station Print Enabler allows users to send print jobs from their desktop and retrieve them at any convenient MFP by simply swiping their badge and authenticating at that device.



## E-Studio 3515AC

### FEATURES AT A GLANCE

- Copy/Print Speed: 35 PPM
- Print Resolution: 3,600 x 1,200 dpi
- First Copy Out: 4.4s B&W, 5.7s Color
- Paper Capacity: Max 3,200 Sheets
- Scan Speed: DSDF Scan—240 IPM Duplex, 120 IPM Simplex
- Memory: 4GB

- Reproduction Ratio: 25% to 400%
- Max Duty Cycle: 210K B&W / 105K Clr Mo.
- Internal Finisher with Staple/hole punch

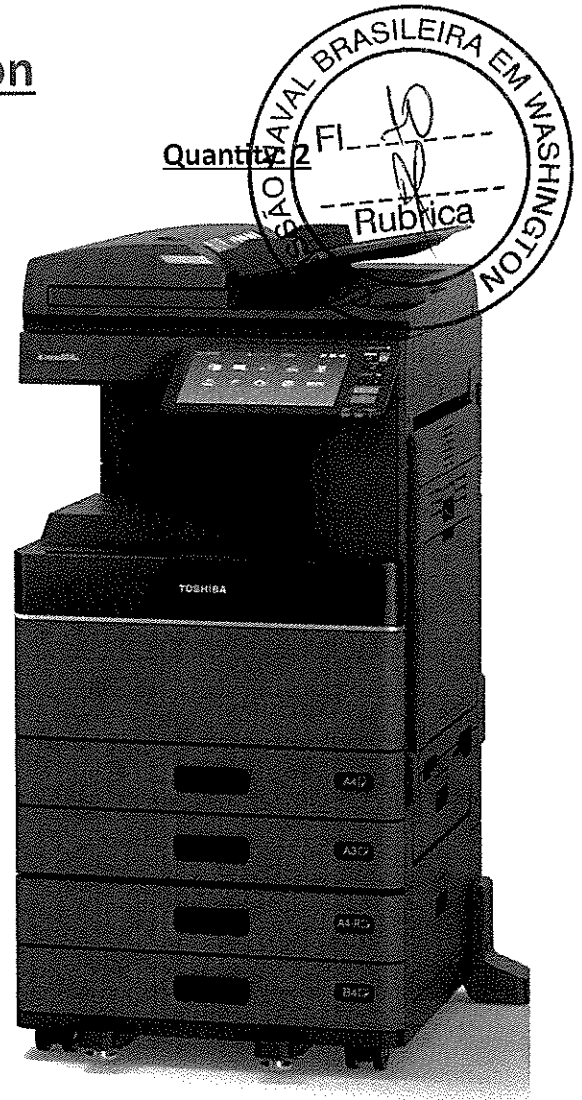
## Proposed Solution

# TOSHIBA TECHNOLOGY NEVER LOOKED BETTER

The Toshiba e-STUDIO3518A can increase the efficiency of your workgroups, improve the professionalism of your presentations, and streamline the workflow of your organization. And, that's just for starters.

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.

Toshiba has developed a customizable MFP to make your job easier. A new 10.1" tablet-style touch screen works intuitively, helping you find instructions, functions, and commands with the swipe of the finger. Toshiba's internally developed Multi-Station Print Enabler allows users to send print jobs from their desktop and retrieve them at any convenient MFP by simply swiping their badge and authenticating at that device.

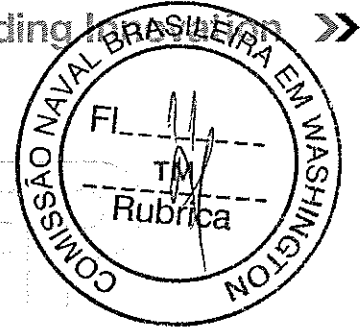


## E-Studio 3518A

### FEATURES AT A GLANCE

- Copy/Print Speed: 35 PPM
- Print Resolution: 3,600 x 1,200 dpi
- First Copy Out: 4.4s B&W, 5.7s Color
- Paper Capacity: Max 3,200 Sheets
- Scan Speed: DSDF Scan—240 IPM Duplex, 120 IPM Simplex
- Memory: 4GB
- Reproduction Ratio: 25% to 400%
- Max Duty Cycle: 210K B&W / 105K Clr Mo.
- Internal Finisher with Staple/hole punch

# secure MFP



Keeping your business your business.

## A HOLISTIC APPROACH TO SECURITY

To best tackle your security vulnerabilities, Toshiba takes a unique, comprehensive approach to safeguarding your print and document environments. We look at security in your environment across three areas: product, process and people. The most important component is indeed product security because that is the hub of all your data and human

interactions. Once the device is secured, we focus on understanding the processes and people who interact with the device. This allows us to advise you on not just the equipment, but also on the best security methodologies to put in place in your organization. This powerful combination ensures an end-to-end security strategy for your print environment.

## PRODUCT SECURITY

Starting at the product level, we deliver an in-depth defense across four areas:

### 1. INSTALL TO END-OF-LIFE DEVICE SECURITY

- Self-encrypting hard drive
- Firmware & BIOS whitelisting
- End-of-Life automatic data erase

### 2. PHYSICAL AND DIGITAL ACCESS PROTECTION

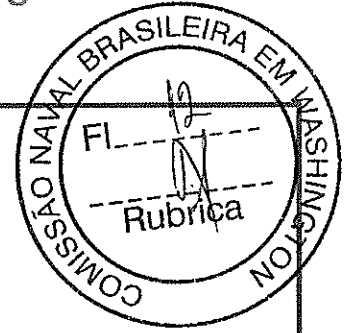
- Restrict who, what, where
- Manage centrally and by role
- Monitor and audit in real-time

### 3. DOCUMENT LIFECYCLE DEFENSE

- Secure document capture
- Encrypt information storage
- Secure document tracking & delivery

### 4. FLEET-WIDE SECURITY ADMINISTRATION

- Remote monitoring & management
- Proactive alerts & automatic remediation
- Policy-based security management



**Toshiba Fleet Financial Investment**

**60 Month Lease Option: \$399.70/mo**

**Maintenance program:**

**Cost per page Mono @ .005**

**Cost per page Color @ .05**

**All Service charged in arrears quarterly**

**Service includes all parts, labor, and consumables**

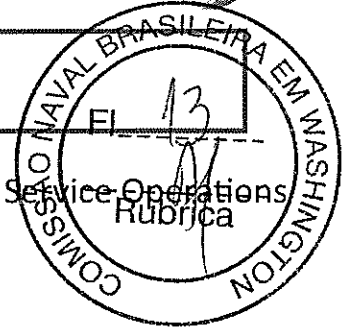
**\*everything but paper and staples\***

**Pricing includes Property Taxes and Hard Drive Scrubbing at Lease End**

**Nauticon will Store/Ship your Current Devices Back on your behalf**

2 - 3518A					
1 - 3515AC			60mo FMV	w/ Taxes FMV	\$1 out
	\$ 16,661.11	TOSHIBA	\$ 374.88	\$ 399.70	\$ 443.02
			diff to incl tax	\$ 24.83	

## Your Support Team



**Nick Efthemes** - Solutions Analyst

703.969.8181

nefthemes@nauticon.com

**Vinh Phan** - Vice President of Service Operations

240.364.0620

vphan@nauticon.com

**Mike Lee** - Production Analyst

240.543.8225

mlee@nauticon.com

**Carter Hertzberg** - CEO

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chertzberg@nauticon.com

**Amine Hammedi** - Vice President of Sales

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ahammedi@nauticon.com

**John-Austin Shepard** - Vice President of Sales

703.357.7621

jshepard@nauticon

## References

**Trinity Christian School - Toshiba/PaperCut**

Joshua Cabana - Director of IT

703.608.2094

jcabana@tcsfairfax.org

**Navy Federal Credit Union - Toshiba**

Rick Amy - Director of Purchasing

703.206.2989

rick\_amy@navyfederal.org

**Cuisine Solutions - Xerox/PaperCut**

Mic Geoghegan - Director of IT

703.270.2905

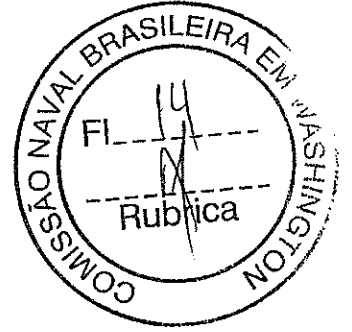
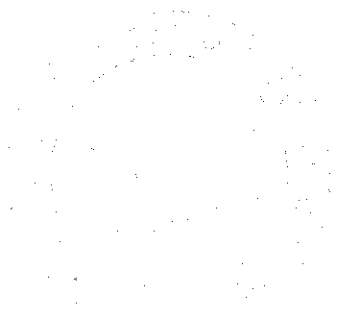
mgeoghegan@cuisinesolutions.com

**Sandy Spring Bank - Toshiba**

Bill Krupinsky - VP & IT Support Services

301.774.6400 x 6737

bkrupinsky@sandyspringbank.com



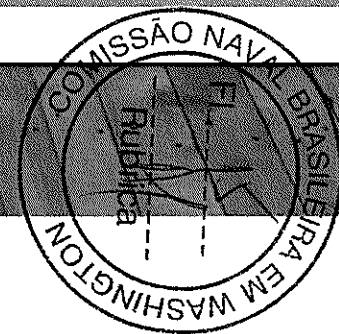
**We're a Partner - Not a Vendor**



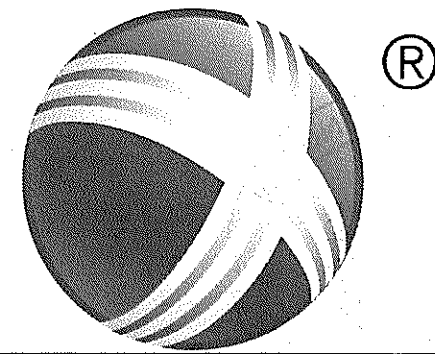
All pricing is valid through June 30, 2021 and subject to change.

PRINT TECHNOLOGY  
SOLUTION  
PRESENTED BY:  
CATHY WAGNER

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# xerox



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## YOUR XEROX TEAM



**Paul McGowan**  
Service Manager



**Lisa Brady**  
Sr. Manager Professional Services



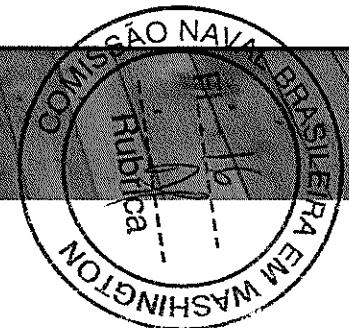
**Cathy Wagner**  
Strategic Account  
Specialist



**Ray Kabia**  
Director of Managed Print Serv



**Kac**  
Vice Pre



# CUSTOMER SERVICE AND SUPPORT

When your machine needs service it's important to get you up and running fast! Our new "HELP" button symbolizes our total commitment to providing you with the fastest, most effective services in the industry. Just hit the "HELP" button on our website for on-line diagnostics and real-time service assistance.

Need Help?



**GoToAssist**<sup>®</sup>  
Remote Support Made Easy

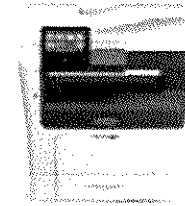
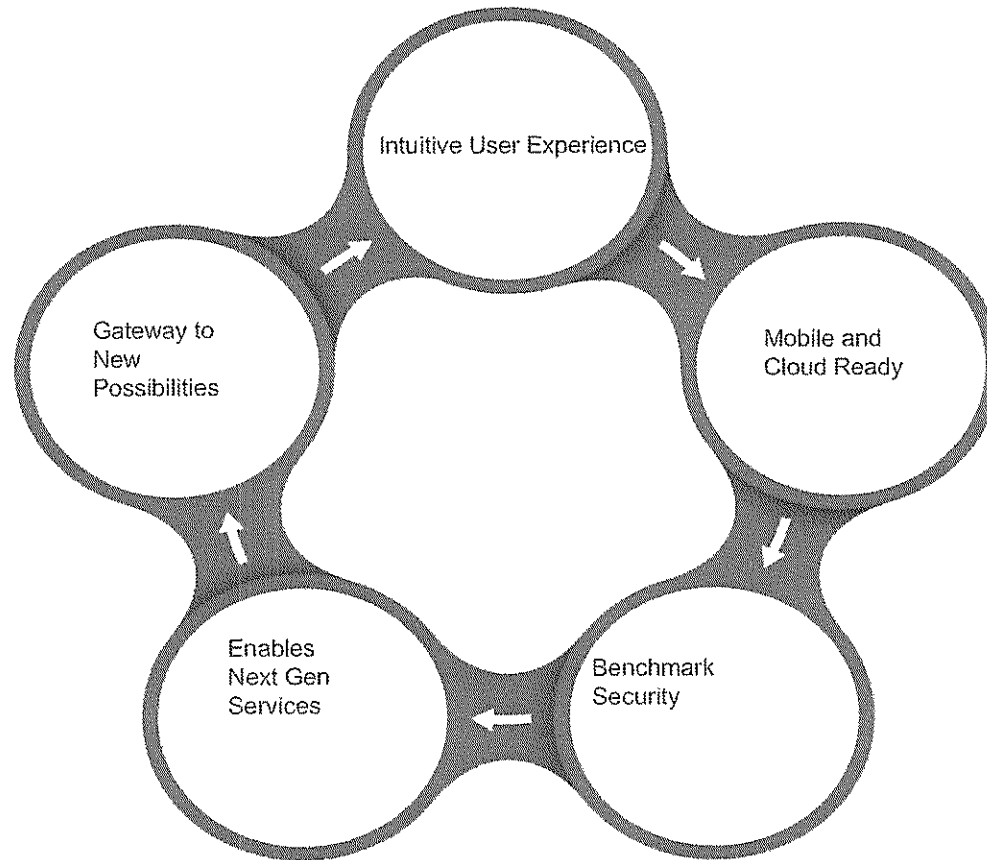
You can easily place a service call online or by phone. Our online support allows our technicians to remote into your network through Citrix GoTo Assist software to help diagnose or trouble shoot any issues. In many cases this can have a customer up and running in minutes.

On a daily basis, we have a minimum of 3 trucks making local deliveries throughout Maryland, Washington DC and Virginia. With GPS tracking we can estimate a delivery time of your equipment.



# Xerox® ConnectKey® Technology

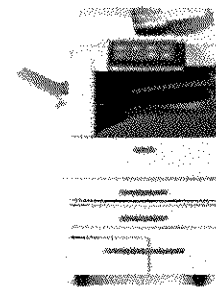
“Another milestone in our quest to build the most productive workplace.”



Xerox®  
VersaLink®  
Family



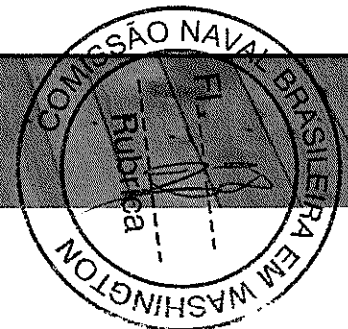
Ideal for distributed environments,  
i.e., a small number of users per device



Xerox®  
AltaLink®  
Family

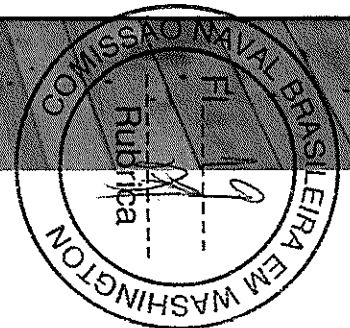
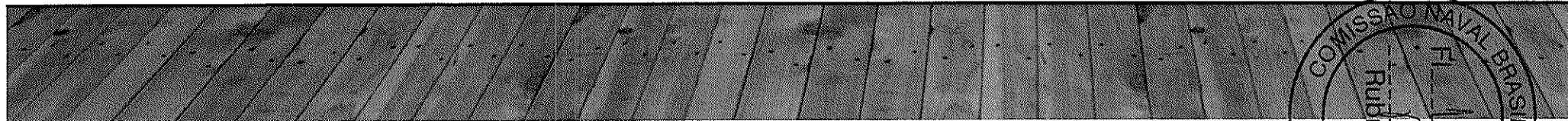
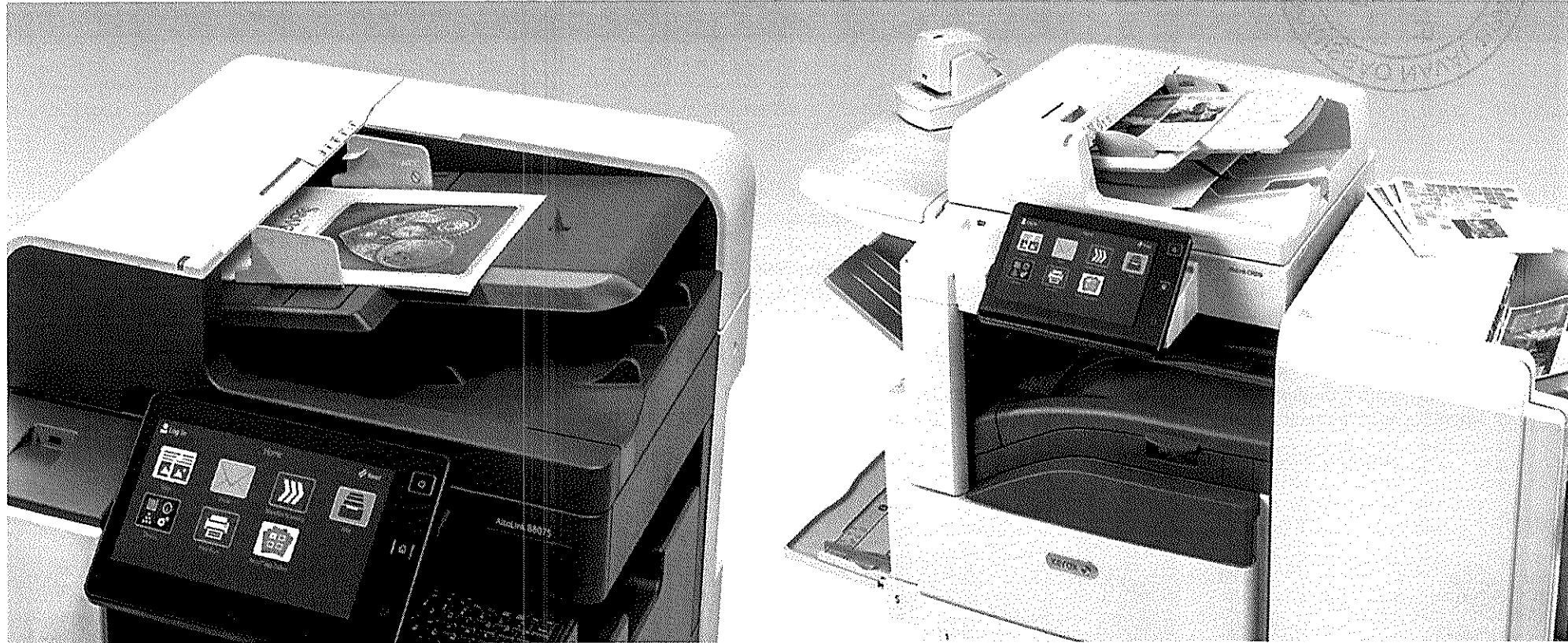


Ideal for centralized use, i.e., a larger number  
of users per machine



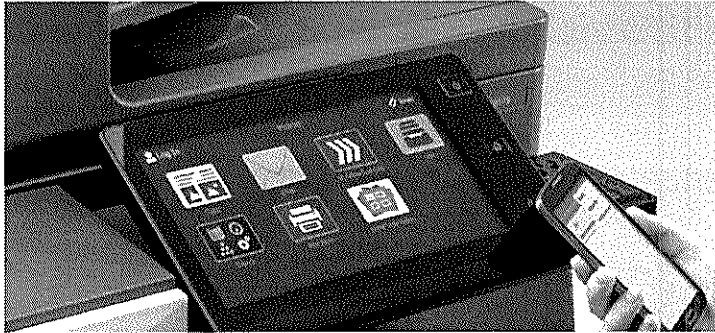
# Xerox® AltaLink® Series Multifunction Printers

The Workplace Assistant for Medium and Large Workgroups



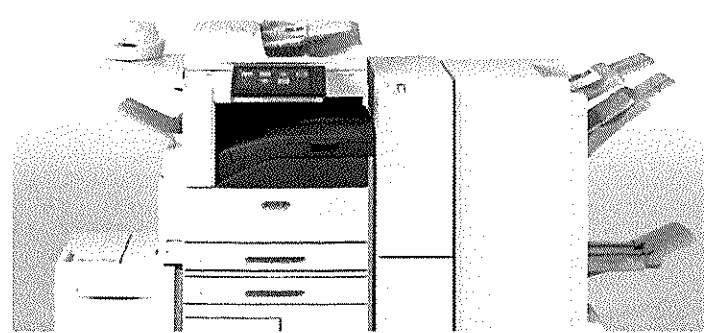
# Xerox® AltaLink® Devices

Designed for the Most Demanding Office Applications



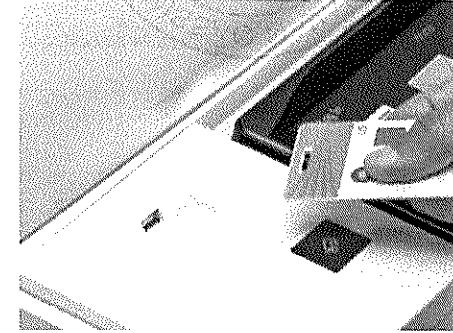
## Smart and Productive

- Unique user experience—customize the 10.1-inch screen, simplify repetitive tasks, speed through common workflows
- Connect the way you work—Wired, Wi-Fi®, Wi-Fi Direct®, NFC and Cloud
- Apps and Solutions for every business—from enterprise-wide solutions to server-less apps from the Xerox App Gallery



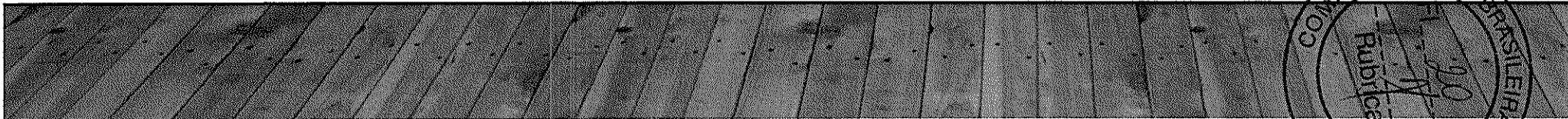
## Powerful and Scalable

- Build your device configuration for simple to the most demanding office applications
- Scan, print and fax simultaneously for multitasking at peak times
- Provide interactive training and support right from your PC with Remote User Interface



## Built-In Security

- Proactive security includes whitelisting technology by McAfee
- Safeguard device data with the highest levels of encryption
- Secure access with integrated RFID card reader and support for over 90



# Xerox® AltaLink® C8135 Series Media Handling

**1** **130-sheet Single-Pass Duplex Automatic Document Feeder (DADF)** saves time by simultaneously scanning both sides of two-sided documents at up to 139 impressions per minute.

**2** **Bypass Tray** handles up to 100 sheets of 20 lb/80 gsm; also feeds up to 110 lb Cover/300 gsm media.

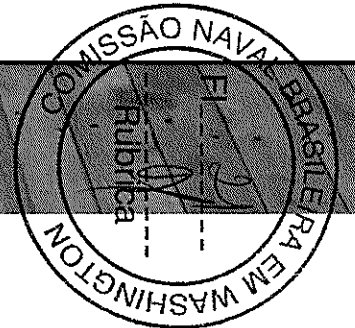
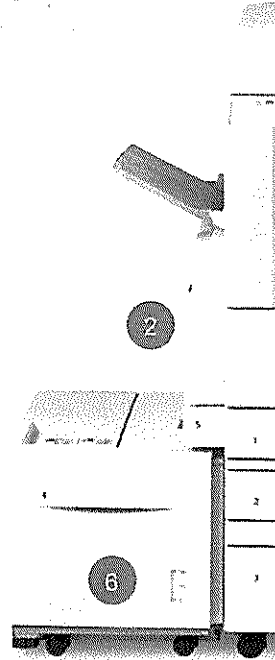
**3** **Two 520-sheet adjustable trays** (Standard with all configurations). Tray 1 handles media sizes up to 11.7 x 17 in./A3 and Tray 2 handles media sizes up to 12 x 18 in./SRA3.

**4** **High Capacity Tandem Tray Module** (Optional) brings the total paper capacity up to 3,140 sheets.

**Four Tray Module** (Optional with C8030/C8035) holds a total of 2,180 sheets. (Not shown)

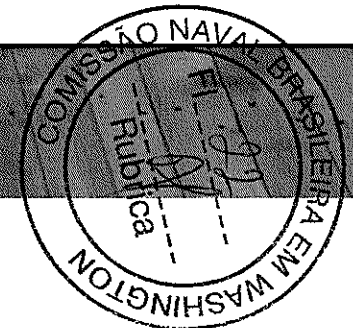
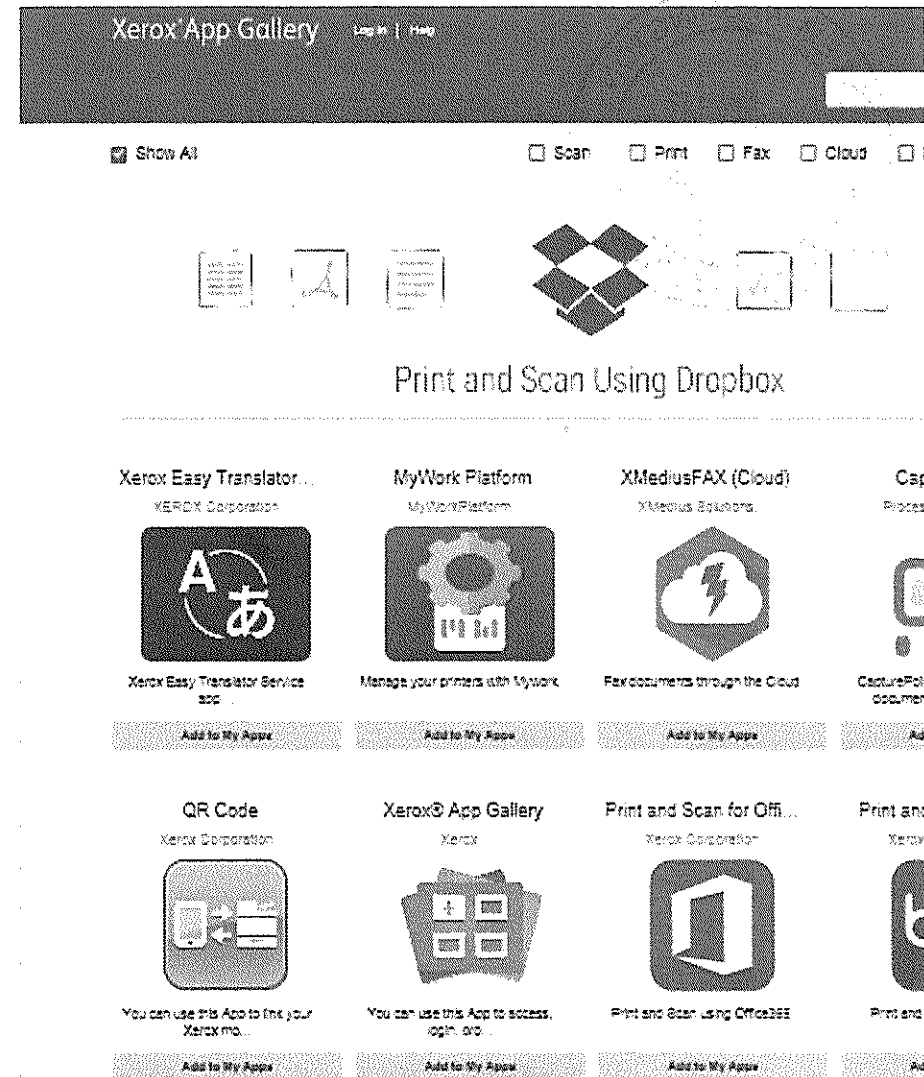
**5** **Envelope Kit** (Optional—replaces Tray 1) provides trouble-free feeding up to 60 envelopes.

**6** **High Capacity Feeder** (Optional) holds 2,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 5,140 sheets.



# Xerox App Gallery Expands Capability

- Included on Xerox® ConnectKey® Technology Enabled devices
- Browse and download Apps
- Apps can be personalized or customized for specific business requirements



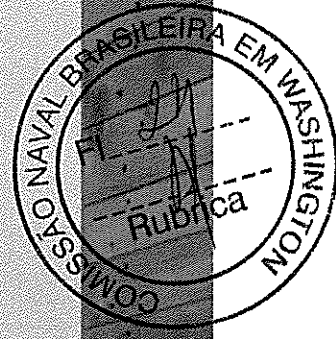


# PROPOSED SOLUTION

**Three Xerox C8135 MFD's  
Copy/Print/Scan/Fax  
Three Paper Drawers  
Secure Data Overwrite**

**60 Month Lease  
\$367.00 Per Month**

**Service & Supplies Based on a Cost Per Copy  
\$0.005 B&W  
\$0.045 Color**



# PROPOSED SOLUTION

**Three Xerox C7125 MFD's  
Copy/Print/Scan/Fax**

**60 Month Lease  
\$257.00 Per Month**

**Three Paper Drawers  
Secure Data Overwrite**

**60 Month Lease with**

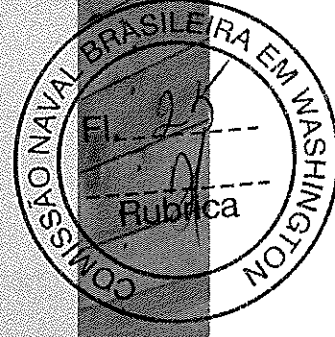
**Tax**

**\$295.00 Per Month**

**Service & Supplies Based on a Cost Per Copy**

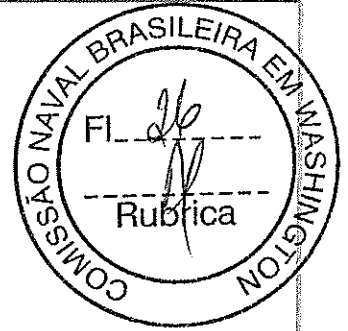
**\$0.0065 B&W**

**\$0.045 Color**



**EM BRANCO**

**BRAZILIAN NAVAL  
COMMISSION  
WASHINGTON, DC**

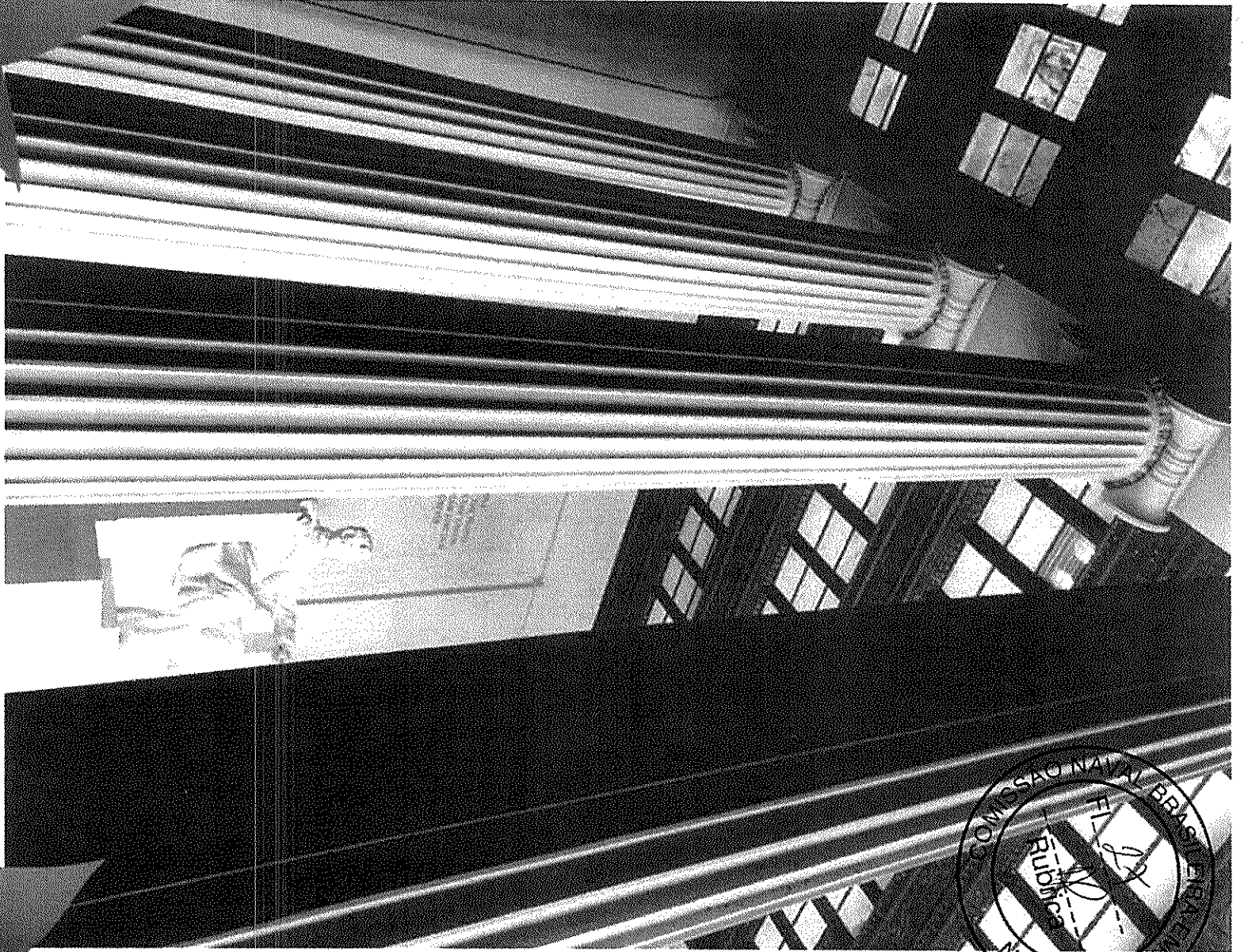


5130 MacArthur Blvd  
Washington, D.C., DC  
20016

Proposal created by  
Valery Flood  
Business Consultant  
April 13, 2021

# Business Data Solutions

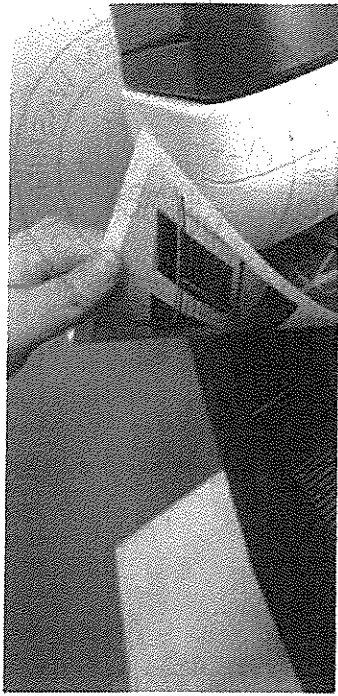
Automation | INNOVATION | Communication



PAGE AFTER

# page

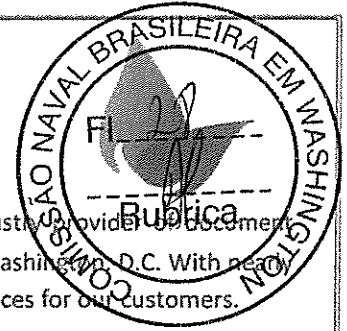
BUSINESS SYSTEMS, INC.



# CAPABILITIES

## PROVIDING BUSINESS VALUE FOR OUR CUSTOMERS

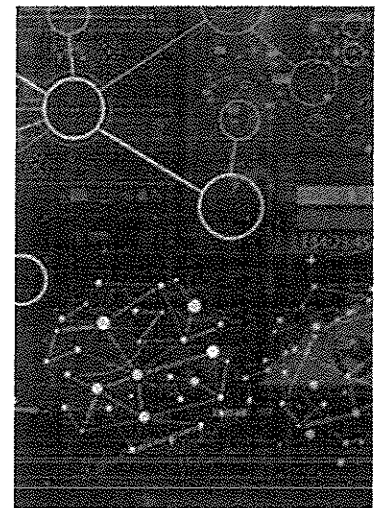
Page After Page Business Systems, is an award-winning industry provider of document workflow, office automation, and information technology based in Washington, D.C. With nearly 30 years of experience, we provide customized client service experiences for our customers.



Our Business Systems Division focuses on document management and data acquisition equipment, featuring Enterprise Content Management, scanning, and digitization of records using premium Konica Minolta imaging devices. Our Office Virtualization workflows furnish end-to-end data solutions providing opportunities to access cloud managed desktops for distributed workforces and enhancing productivity wherever your mission takes you.

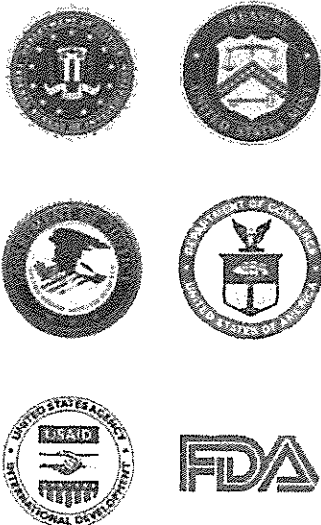
- Cloud Managed Desktops
- Digitization, Information Extraction, Redaction, and OCR Conversion
- Archiving, Data Backup, & Data Recovery
- Nation-wide Photocopier Maintenance, Service and Support
- Authorized Konica Minolta Dealer

Page Global, our cyber, information technology and security division, offers customized technology solutions, training, data analytics, data cleaning, and data security services. We provide customized client service through the entire data cycle: acquisition/digitization, preparation, analysis, curation, storage, and application; focusing on our customers' need to work with difficult and unstructured data.



- Data Cleaning and Analytics
- Data Security Regulatory Compliance
- Help Desk Services
- Information Technology Consulting
- System Analytics
- Enterprise Architecture Management

## CUSTOMERS



## CONTRACTING INFORMATION

### CERTIFICATIONS:

Small Business Association 8(A), Service-Disabled Veteran (SDVOB), Local Disadvantaged Business Enterprise Certification, Minority Business Enterprise Certification, Metropolitan Washington Airport Authority Certified

### NAICS CODES:

532420, 811212, 423420, 541511, 518210, 541611, 325992, 453210, 511210, 541512, 541513

DUNS: 802431320  
CAGE Code: 3HDD7  
GSA #: GS25F0065N

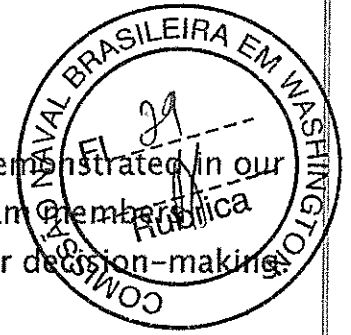
LOCATION:  
Metropolitan Washington, DC area

866.848.4762

[www.pageglobal.com](http://www.pageglobal.com)

## OUR 6 CORE VALUES

At Konica Minolta, Our 6 Values are evident in all our actions. They are demonstrated in our outstanding accomplishments and also in the everyday choices of our team members around the world. These 6 values define how we work and direct us in our decision-making.



### Open and Honest

We are convinced that only by acting with integrity and communicating with our colleagues and customers in an open and honest way can we create long-lasting partnerships of mutual trust and true significance.

### Customer-Centric

We exist solely for our customers; always thinking on their behalf, undertaking challenges together with them, exceeding expectations, and working tirelessly to bring them success, both now and in the future.

### Innovative

Innovation is what drives us. We constantly strive to develop groundbreaking ideas that will form the basis of everything we do going forward, every step of the way. We value creative thinking and welcome the challenges of our changing world.

### Passionate

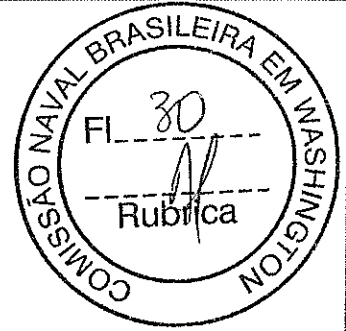
Being passionate, strong-willed and determined is essential to making a meaningful contribution to our customers' businesses and society as a whole. Our team members love what they do and are committed to our vision.

### Inclusive and Collaborative

We believe that the power of inclusiveness and collaboration with customers, partners and each other is the best way to come up with game-changing ideas. Our diverse, talented team members work together to innovate for our future.

### Accountable

Not only must we be individually and collectively responsible and accountable for what we do, all of our actions should contribute to the creation of a sustainable society and Konica Minolta.



## CUSTOMER BENEFITS

1. **INTUITIVE OPERABILITY**- Operate the bizhub like a smartphone or tablet with fully customized users interface.
2. **MOBILE CONNECTIVITY**- Print anytime from anywhere with Konica Minolta's innovative mobile technologies.
3. **SECURITY**- Secure network integration, data encryption and advanced user authentication.
4. **APPLICATION ECOSYSTEM**- Enhanced efficiency thanks to Konica Minolta's extensive applications portfolio
5. **PRODUCTIVITY**- Reliability, high-speed scanning and printing, combined with powerful finishing functions
6. **SUSTAINABILITY**- Numerous eco features reduce energy consumption and costs

## **ACCOUNT MANAGEMENT**

The account will be managed by Valery Flood based in our Largo, Md. Office. She will ensure the overall success of the program and the timely implementation of Konica Minolta products and solutions. She will also provide support in managing any contract changes or additions, implementing improvements and resolving all general issues in a timely manner. Additional support, including site analysis, order receipt and fulfillment, service maintenance, billing and fleet reporting will also be coordinated by Valery and the appropriate Konica Minolta support members.



**Valery Flood, Business Consultant**

**1401 Mercantile Lane, Suite 100**

**Lanham, Maryland 20774**

**Cell: 301.974.4043**

**[valery.flood@pageglobal.com](mailto:valery.flood@pageglobal.com)**

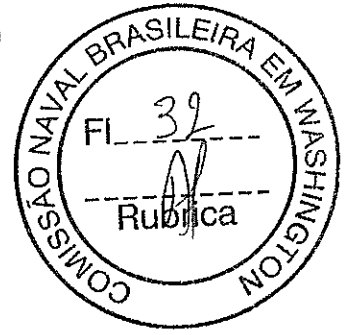
At regular intervals during our relationship, Page Global will coordinate Periodic Account Review meetings, which will act as a forum to discuss our partnership, current deliverables, and development of a future strategy. The review may take place on a quarterly basis, or as needed, throughout the term of the resulting contract. During these reviews, we will present fleet reports for evaluation, based on data available through our service and billing systems and the needs. This structure will ensure the accuracy of evaluating our performance as a technology leader.



# Konica Minolta BizHub

## C360i and 360i

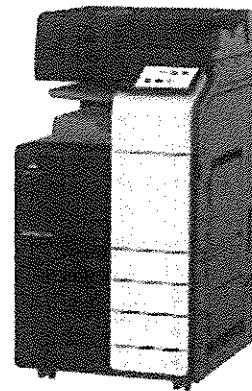
### MULTIFUNCTION PRINTERS



#### **C360i MULTI FUNCTION PRINTER (1)**

#### **C300i MULTI FUNCTION PRINTER (3)**

- 36 ppm COLOR and 30 ppm BLACK/WHITE
- PRINT/SCAN/COPY/FAX
- SINGLE PASS DUAL SCANNER
- 8GB MEMORY
- PAPER SIZE UP TO 12 x 18
- 1,150 PAPER CAPACITY
- 10 INCH LED CUSTOMIZABLE PANEL
- MAC (LINUX) COMPATIBLE
- 10,000 PAGE DOCUMENT STORAGE



#### **BENEFITS OF A PAGE GLOBAL PARTNERSHIP:**

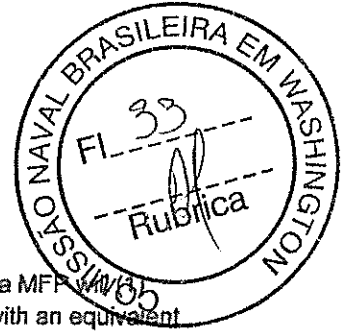
- UMATCHED DEDICATION PROVIDED BY ME, YOUR CONSULTANT
- ON GOING SUPPORT FROM SUBJECT MATTER EXPERTS AND PARTNERS
- SERVICE RESPONSIVENESS
- DEDICATED & KNOWLEDGEABLE TECHNICIANS

**60 MONTH LEASE INCLUDES ALL PARTS, LABOR, INSTALLATION, MAINTENANCE,  
PICK-UP & DELIVERY, NETWORKING AND INITIAL TRAINING**

**LEASED MACHINES (4): (1) C360i & (3) 360i**

**COST PER COPIES: BLACK/WHITE @ .007  
COLOR @ .06**

**MONTHLY LEASE: \$562.**



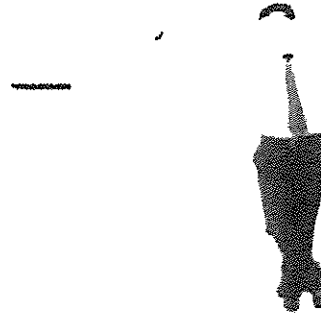
## Customer One Guarantee

We are so confident in the quality of our products that we guarantee your Konica Minolta MFP will (1) meet factory specifications and (2) be compatible with your network, or we'll replace it with an equivalent model:

- **First two years:** brand new MFP replacement
- **After two years:** new or refurbished replacement
- **Plus,** Konica Minolta will also provide a \$1,000 credit towards your next Konica Minolta MFP as a way to say "we're sorry for the inconvenience."\*\*



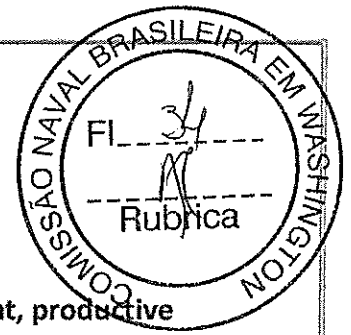
Konica Minolta will maintain the equipment covered by this guarantee in good operating condition and necessary maintenance, service and repairs as specified by the terms of the written maintenance agreement. Should a workgroup unit be out of service, due to maintenance needs, for more than 16 consecutive business hours, or if a production print unit is out of service for more than 24 business hours, Konica Minolta shall provide a loaner unit of similar capabilities upon your request. Any unit that Konica Minolta determines cannot be properly repaired to manufacturer's specifications will be eligible for a replacement unit of substantially similar or greater capabilities, at no additional charge.



The best customer experience is one that avoids problems altogether which is why we've established remote monitoring and a rapid response process in conjunction with your local sales representative.

- Our Solutions & Support team will proactively monitor our installed MFP's performance, looking to identify potential issues before they become problems for our customers.
- Should a problem arise, our technical support, local service manager and advanced diagnostics team members are all empowered to authorize a replacement, allowing for a fast and easy resolution.
- 

\*\*If the equipment is replaced during the course of the lease, the customer will receive a credit of \$1,000 towards the lease of a new KM MFP, provided it is exercised within 30 days of lease expiration and the new equipment is leased through KMPF. The Customer One Guarantee does not apply to printers. Each printer has a one year warranty and extended warranties up to 3 years are available for an additional cost.



Konica Minolta is dedicated to helping companies become more efficient, productive and competitive. Capitalizing on the best in office technologies from the world's top manufacturer Konica Minolta Holdings, LLC, we provide innovative solutions, responsive to our customer's imaging, document, and information systems needs and objectives.

Furthermore, Konica Minolta is prepared to help you adapt in the future growth of your organization, by continuously providing you with the equipment and services needed to be as productive as possible. Our extensive offering will allow you to upgrade your solutions according to the demands of your business.

On behalf of Page Global and myself, thank you for taking the time to go over our proposal. The solutions outlined above will provide more technological advancement. It is my sincerest hope you are completely satisfied with the service and information we have provided for you thus far.

We sincerely look forward to the opportunity to work with you and your organization. Please do not hesitate to contact us should you have any questions or need any additional information.

Best Regards,

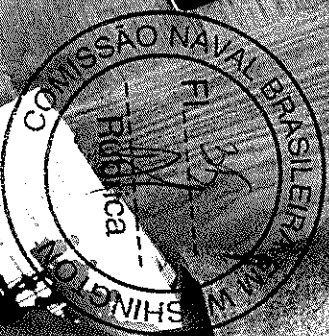
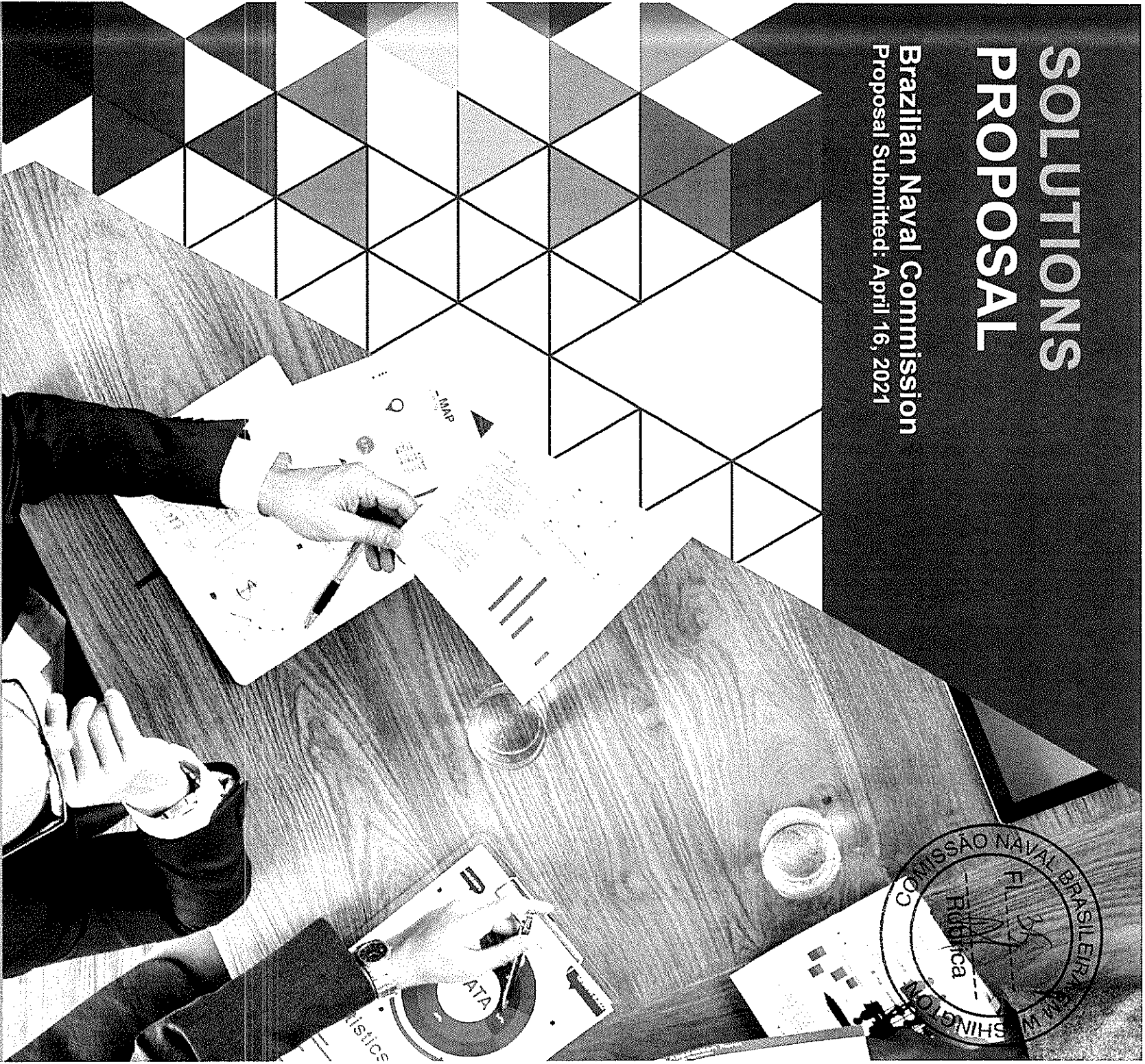


Valery

**EM BRANCO**

# SOLUTIONS PROPOSAL

Brazilian Naval Commission  
Proposal Submitted: April 16, 2021



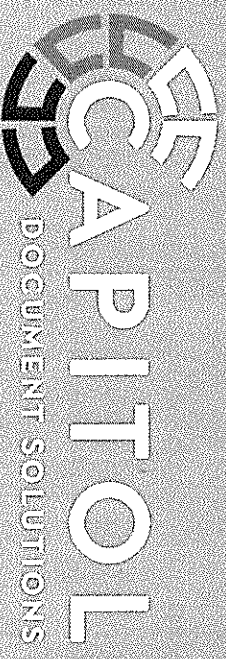
PREPARED BY: Chris Reynolds

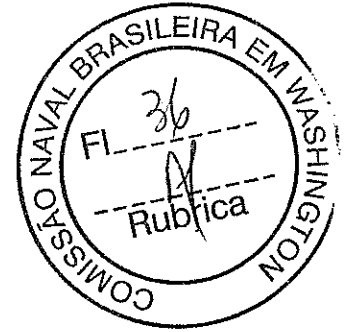
Phone: 301-230-9009

Cell: 301-788-4528

Fax: 301-230-9038

Email: Chris.Reynolds@capitolids.com





April 16, 2021

Joao Pereira and Commander Rubin  
Brazilian Naval Commission  
5130 MacArthur Blvd  
Washington, DC 20016

Re: Proposal for Copiers

Dear Joao and Commander Rubin:

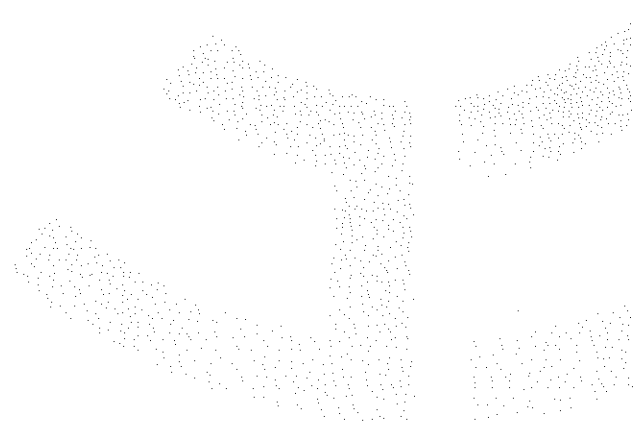
Capitol Document Solutions is pleased to present to the Brazilian Naval Commission a proposal for multi-function color copying solutions and we thank you for this opportunity. In the following pages, it is our objective to make the decision-makers and end-users alike comfortable and confident in our capability to provide multi-function digital printing and copying solutions.

Based on the information provided to us, we are certain our proposed systems will offer you a total turnkey solution that will not only meet but exceed your organization's mission and goals. Capitol Document Solutions has been in the office equipment industry for over thirty (30) years and is an authorized dealer for the full suite of Ricoh/Lanier products.

Again, thank you for the opportunity and please do not hesitate to contact me if you have any questions or need further information.

Regards,

**Chris Reynolds**  
Sales Manager



# SERVICE GUARANTEES



## PRODUCT COVERAGE

**3 Year Brand New Device Replacement Guarantee\***: CDS guarantees every new Ricoh and Konica device comes with a full 3-year replacement guarantee. This means if the device cannot be fixed, or if you are having repeat service calls for the same issue anytime in the first 3 years of a lease, we will replace your machine with a brand new device with the same speed, configuration, and functionality of your original device.

**99% Up-Time Guarantee**: Maximize efficiency and up-time with our 99% up-time guarantee. CDS guarantees you will stay up and running 99% of the time or we will credit you 2 months of service based on average monthly service charges.

**Lifetime Performance Guarantee**: If the copier is not performing to the manufacturer's specifications and cannot be repaired, CDS will replace the equipment with a like model of the same speed, functionality, and capability.



## RAPID RESPONSE

**2-Hour Guaranteed Emergency Response Time**: We understand sometimes there are emergencies. CDS offers a guaranteed 2-hour emergency service response. Conditions apply.

**2-Hour Emergency Toner Delivery**: In a rush to meet a deadline and you're out of toner? CDS will deliver toner to you in 2 hours guaranteed.

**Average 4-Hour Guaranteed Response Time**: CDS will guarantee a 4-hour response from the time a service call is placed, or we will issue a credit of up to \$200 against your monthly service charge.

\*3 Year Brand New Device Replacement Guarantee does not apply to construction sites. These guarantees do not apply to Print for Pay companies. All guarantees are contingent on having a current CDS service contract with no gaps in coverage.



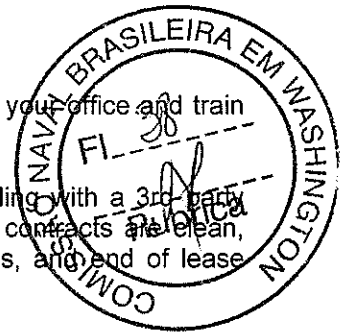
## CUSTOMIZED SUPPORT

**Free and Unlimited Training:** CDS has certified trainers that will come to your office and train your staff free of charge, as many times as you need.

**In-House Leasing:** Why go through the frustration and confusion of dealing with a 3rd party leasing company. All financing is handled directly in house with CDS so contracts are clean, simple, and easy! You only deal with one company for billing, questions, and end of lease coordination.

**Free Loaner Program:** CDS will provide you a free loaner to keep you up and running if needed.

**Customized Billing:** CDS can customize your invoices so that they are easy to manage and easy to read.



## DEDICATED SERVICE

**Remote Firmware Updates:** Stay up-to-date on the latest versions of firmware.

**Remote Servicing:** CDS will be able to access your machine remotely to decrease downtime and optimize response time.

**Immediate Dispatch to Technician:** CDS will automatically route your service call to the technician closest to you at that time to ensure we meet our guaranteed response time.

**Immediate Service Response:** CDS will respond immediately after a service call is placed with a generated email or phone call letting you know a technician is on their way.



## SEAMLESS TRANSITION

**Organized Transition:** Every customer has our assurance of a fully organized transition from the old equipment to the new equipment.

**Same Day Delivery and Installation:** CDS will deliver, install, set up, and make new equipment ready for use on the same day.

**IT Integration:** CDS will have an IT technician on-site on the day of installation to provide assistance in the connection and configuration of the new equipment to your network.

**Return of Old Equipment:** CDS will return your old equipment to the leasing company.

CUSTOMIZED. DEDICATED. SEAMLESS.



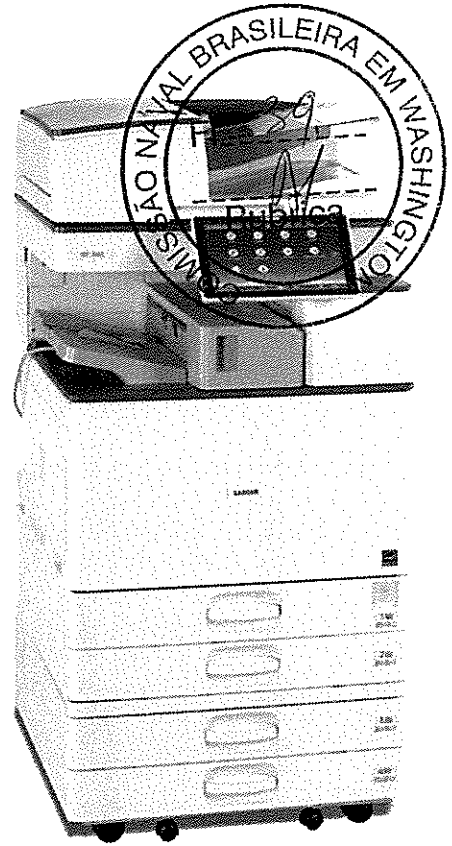
PREPARED FOR:

# Brazilian Naval Commission

Date: April 16<sup>th</sup>, 2021

## RICOH IM C2500 COLOR SYSTEMS

- Copy/Print/Scan
- 25ppm printing speed, in B&W and in Full Color
- Linux/Ubuntu compatible
- 10.1" Soft Key Smart Operation Panel with integrated USB/SD Card ports
- Standard PostScript Emulation and PDF Direct Print Support
- Auto Duplexing
- ARDF Version has a 100-Sheet Capacity
- 2 x 550 sheet paper trays support paper weights up to 300 g/m2
- 320 GB hard disk drive (HDD) with standard DOSS, Encryption and Copy Data Security
- 2 GB RAM
- New Application Site allows administrators to browse, download, install and update single function apps on their own
- Near Field Communication (NFC) capabilities enable hands-free authentication and easy mobile access
- Reduced recovery time from Sleep Mode
- Enhanced finishing options enable more jobs to be done "in-house"



QUANTITY	DESCRIPTION	60 MONTH LEASE
3	Ricoh Lanier IM C2500 Color System	\$249/mo*

\*Property Taxes included

\*No residual costs at lease end

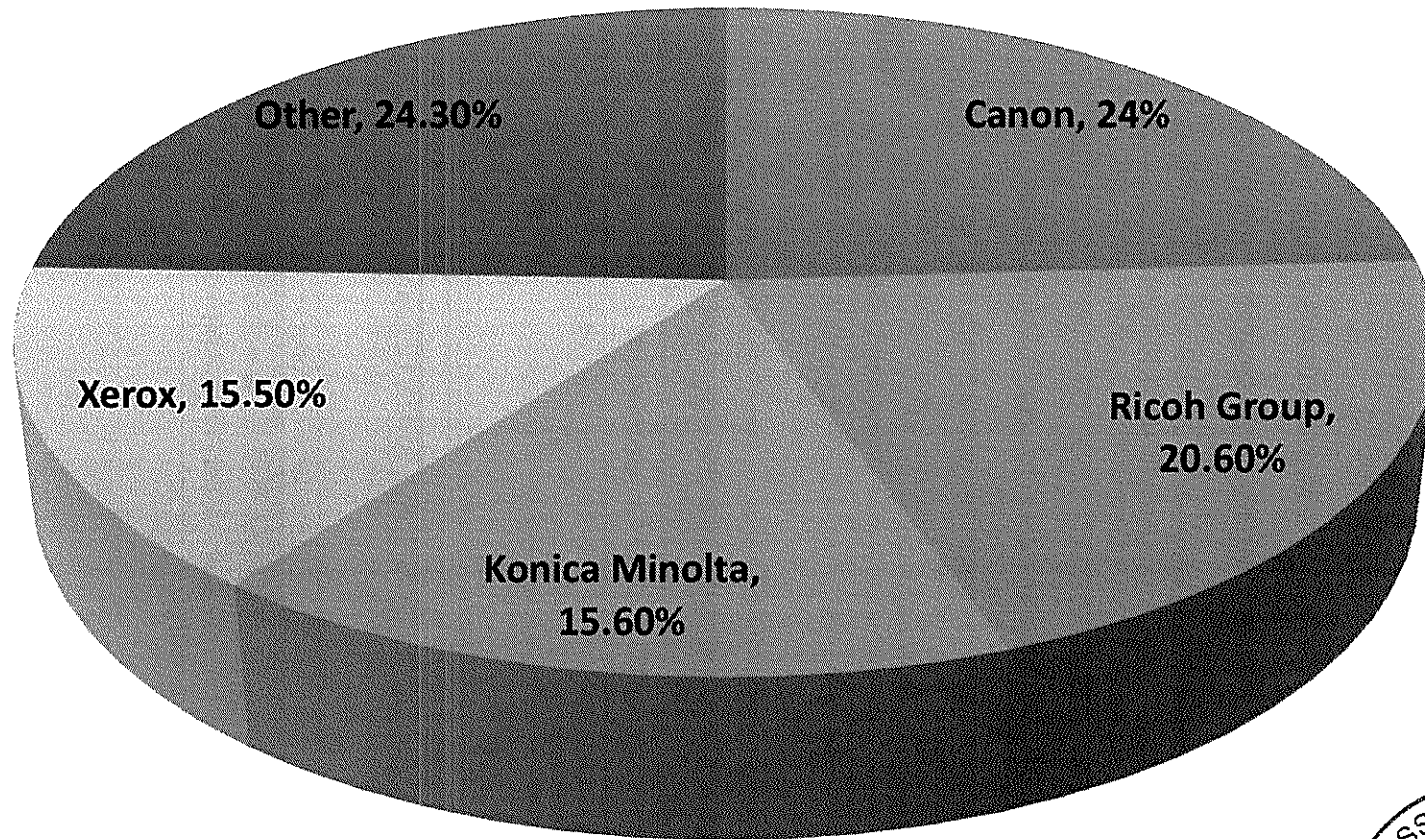
\*No additional cost for have hard drive scrubbed

## DELIVERY, INSTALLATION, TRAINING, MAINTENANCE

Delivery	Included	
Installation	Included	
Maintenance	All parts, labor and toner are included in the maintenance agreement.	
Service Contract:	B&W PRINTS	COLOR PRINTS
	Per Print: \$.008/print.	Per Print: \$.055/print.

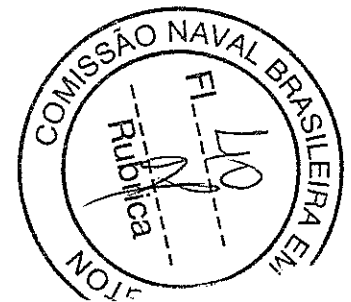


## IDC CY 2019 MFP A3 Vendor Group Market Share by Units



■ Canon ■ Ricoh Group ■ Konica Minolta ■ Xerox ■ Other

12115-L Parklawn Drive, Rockville, MD 20852 O: 301.230.9009 F: 301.230.9033



# PROJECT SCOPE



Capitol Document Solutions (hereinafter sometimes referred to as "CDS") shall furnish and install new digital print devices at The Brazilian Naval Commission as specified below. A new device is defined as equipment that has never been used and is being actively marketed by the manufacturer or its authorized agents.

**Installation:** CDS will discuss a delivery, installation, and training schedule that will meet your specific requirements. CDS will assist your staff with the various network integration tasks to implement the new equipment into your network environment. A CDS IT Technician will be on site on the day of product delivery to connect the new equipment to your network.

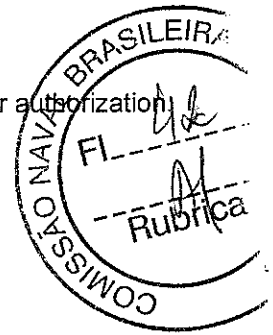
**Equipment ID Numbers:** CDS will provide a unique identification number prominently displayed along with the phone number for service and supply calls on each piece of equipment. The unique identification number will be the only number needed to place service calls and/or supply requests.

**Responsibilities of IT Technician:** The IT Technician will be on-site to provide assistance in the connection and configuration of the devices on the server and workstations. The IT Technician will provide advice in configuring the device and network to provide satisfactory results and performance. Your company shall provide the necessary personnel with the appropriate network rights and permissions as needed for the required installations.

**Service and Support Capabilities:** CDS will provide qualified and factory-trained service personnel that will repair and provide preventative maintenance on all equipment. Service is provided by technicians who are assigned to locations based on geographic and demographic models. CDS organizes its technicians into functional workgroups who share knowledge and expertise on similar products and equipment. The workgroup structure provides for additional backup to address response time requirements, parts support, equipment problem resolution, and any unforeseen needed assistance.

# AGREEMENT

If you approve the above proposal, please sign below and return for our records and as your authorization.  
This signed proposal will serve as our formal agreement.



Thank you again for this opportunity.

Signature:

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Name:

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Date:

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Title:

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Company:

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Mailing Address:

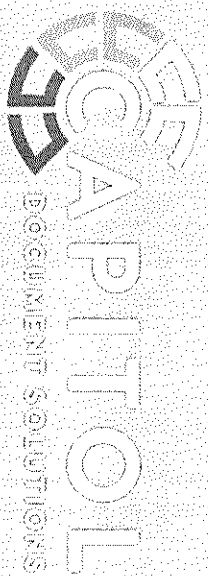
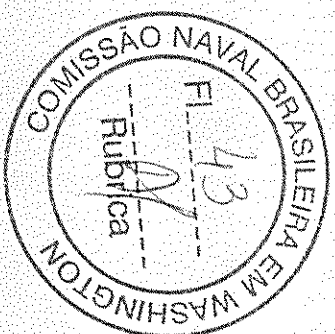
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Phone Number:

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Email:

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Phone 301-230-9009

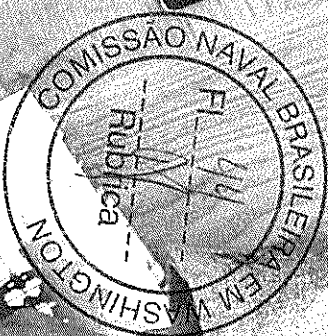
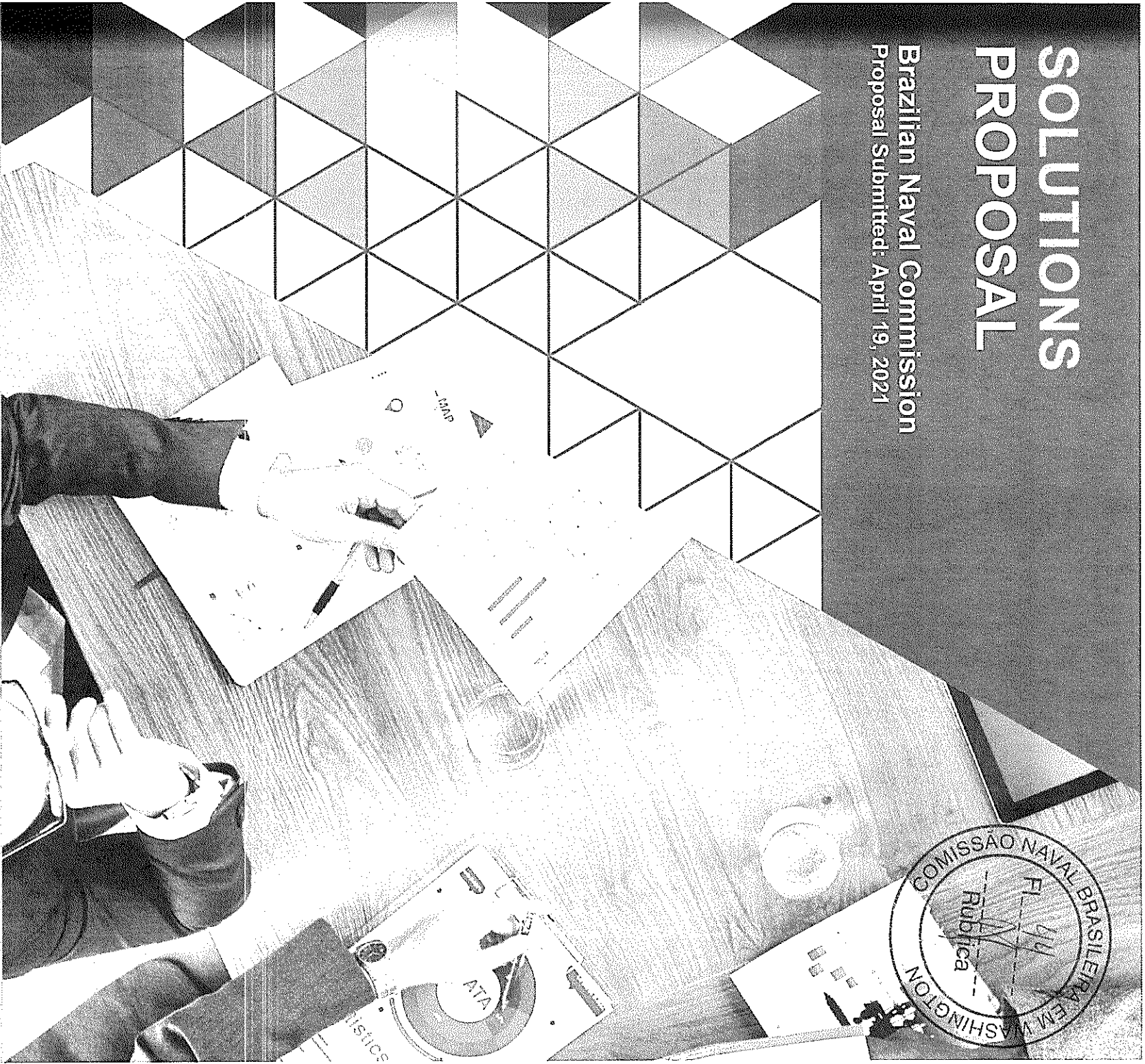
Fax 301-230-9033

Capitolis.com

**EM BRANCO**

# SOLUTIONS PROPOSAL

Brazilian Naval Commission  
Proposal Submitted: April 19, 2021



PREPARED BY Chris Reynolds

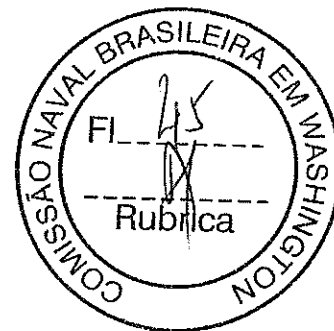
Phone: 301-230-9009

Cell: 301-788-4528

Fax: 301-230-9033

Email: Chris.Reynolds@capitolids.com

**CAPITOL**  
DOCUMENT SOLUTIONS



April 19, 2021

Joao Pereira and Commander Rubin  
Brazilian Naval Commission  
5130 MacArthur Blvd  
Washington, DC 20016

Re: Proposal for Copiers

Dear Joao and Commander Rubin:

Capitol Document Solutions is pleased to present to the Brazilian Naval Commission a proposal for multi-function color copying solutions and we thank you for this opportunity. In the following pages, it is our objective to make the decision-makers and end-users alike comfortable and confident in our capability to provide multi-function digital printing and copying solutions.

Based on the information provided to us, we are certain our proposed systems will offer you a total turnkey solution that will not only meet but exceed your organization's mission and goals. Capitol Document Solutions has been in the office equipment industry for over thirty (30) years and is an authorized dealer for the full suite of Ricoh/Lanier products.

Again, thank you for the opportunity and please do not hesitate to contact me if you have any questions or need further information.

Regards,

**Chris Reynolds**  
Sales Manager

# SERVICE GUARANTEES



## PRODUCT COVERAGE

**3 Year Brand New Device Replacement Guarantee\***: CDS guarantees every new Ricoh and Konica device comes with a full 3-year replacement guarantee. This means if the device cannot be fixed, or if you are having repeat service calls for the same issue anytime in the first 3 years of a lease, we will replace your machine with a brand new device with the same speed, configuration, and functionality of your original device.

**99% Up-Time Guarantee**: Maximize efficiency and up-time with our 99% up-time guarantee. CDS guarantees you will stay up and running 99% of the time or we will credit you 2 months of service based on average monthly service charges.

**Lifetime Performance Guarantee**: If the copier is not performing to the manufacturer's specifications and cannot be repaired, CDS will replace the equipment with a like model of the same speed, functionality, and capability.



## RAPID RESPONSE

**2-Hour Guaranteed Emergency Response Time**: We understand sometimes there are emergencies. CDS offers a guaranteed 2-hour emergency service response. Conditions apply.

**2-Hour Emergency Toner Delivery**: In a rush to meet a deadline and you're out of toner? CDS will deliver toner to you in 2 hours guaranteed.

**Average 4-Hour Guaranteed Response Time**: CDS will guarantee a 4-hour response from the time a service call is placed, or we will issue a credit of up to \$200 against your monthly service charge.

\*3 Year Brand New Device Replacement Guarantee does not apply to construction sites. These guarantees do not apply to Print for Pay companies. All guarantees are contingent on having a current CDS service contract with no gaps in coverage.



## CUSTOMIZED SUPPORT

**Free and Unlimited Training:** CDS has certified trainers that will come to your office and train your staff free of charge, as many times as you need.

**In-House Leasing:** Why go through the frustration and confusion of dealing with a 3rd party leasing company. All financing is handled directly in house with CDS so contracts are clean, simple, and easy! You only deal with one company for billing, questions, and end of lease coordination.

**Free Loaner Program:** CDS will provide you a free loaner to keep you up and running if needed.

**Customized Billing:** CDS can customize your invoices so that they are easy to manage and easy to read.



## DEDICATED SERVICE

**Remote Firmware Updates:** Stay up-to-date on the latest versions of firmware.

**Remote Servicing:** CDS will be able to access your machine remotely to decrease downtime and optimize response time.

**Immediate Dispatch to Technician:** CDS will automatically route your service call to the technician closest to you at that time to ensure we meet our guaranteed response time.

**Immediate Service Response:** CDS will respond immediately after a service call is placed with a generated email or phone call letting you know a technician is on their way.



## SEAMLESS TRANSITION

**Organized Transition:** Every customer has our assurance of a fully organized transition from the old equipment to the new equipment.

**Same Day Delivery and Installation:** CDS will deliver, install, set up, and make new equipment ready for use on the same day.

**IT Integration:** CDS will have an IT technician on-site on the day of installation to provide assistance in the connection and configuration of the new equipment to your network.

**Return of Old Equipment:** CDS will return your old equipment to the leasing company.

CUSTOMIZED. DEDICATED. SEAMLESS.



PREPARED FOR:

# Brazilian Naval Commission

Date: April 19<sup>th</sup>, 2021

## RICOH IM C2500, C3500, and 3555 MFP SYSTEMS

	C2500	C3500	3555
Print Speed	25 PPM	35 PPM	35 PPM
Toner	Color & B/W	Color & B/W	B/W

- Copy/Print/Scan
- Linux/Ubuntu compatible
- 10.1" Soft Key Smart Operation Panel with integrated USB/SD Card ports
- Standard PostScript Emulation and PDF Direct Print Support
- Auto Duplexing
- 2 x 550 sheet paper trays support paper weights up to 300 g/m2
- 320 GB hard disk drive (HDD) with standard DOSS, Encryption and Copy Data Security
- 2 GB RAM
- New Application Site allows administrators to browse, download, install and update single function apps on their own
- Near Field Communication (NFC) capabilities enable hands-free authentication and easy mobile access
- Reduced recovery time from Sleep Mode
- Enhanced finishing options enable more jobs to be done "in-house"



### 25 Page Per Minute Option

QUANTITY	DESCRIPTION	60 MONTH LEASE
3	Ricoh Lanier IM C2500 Color System	\$199/mo*

### 35 Page Per Minute Option

QUANTITY	DESCRIPTION	60 MONTH LEASE
1	Ricoh Lanier IM C3500 Color System	\$259/mo*
2	Ricoh Lanier MP 3555 B/W System	

\*Property Taxes included

\*No residual costs at lease end

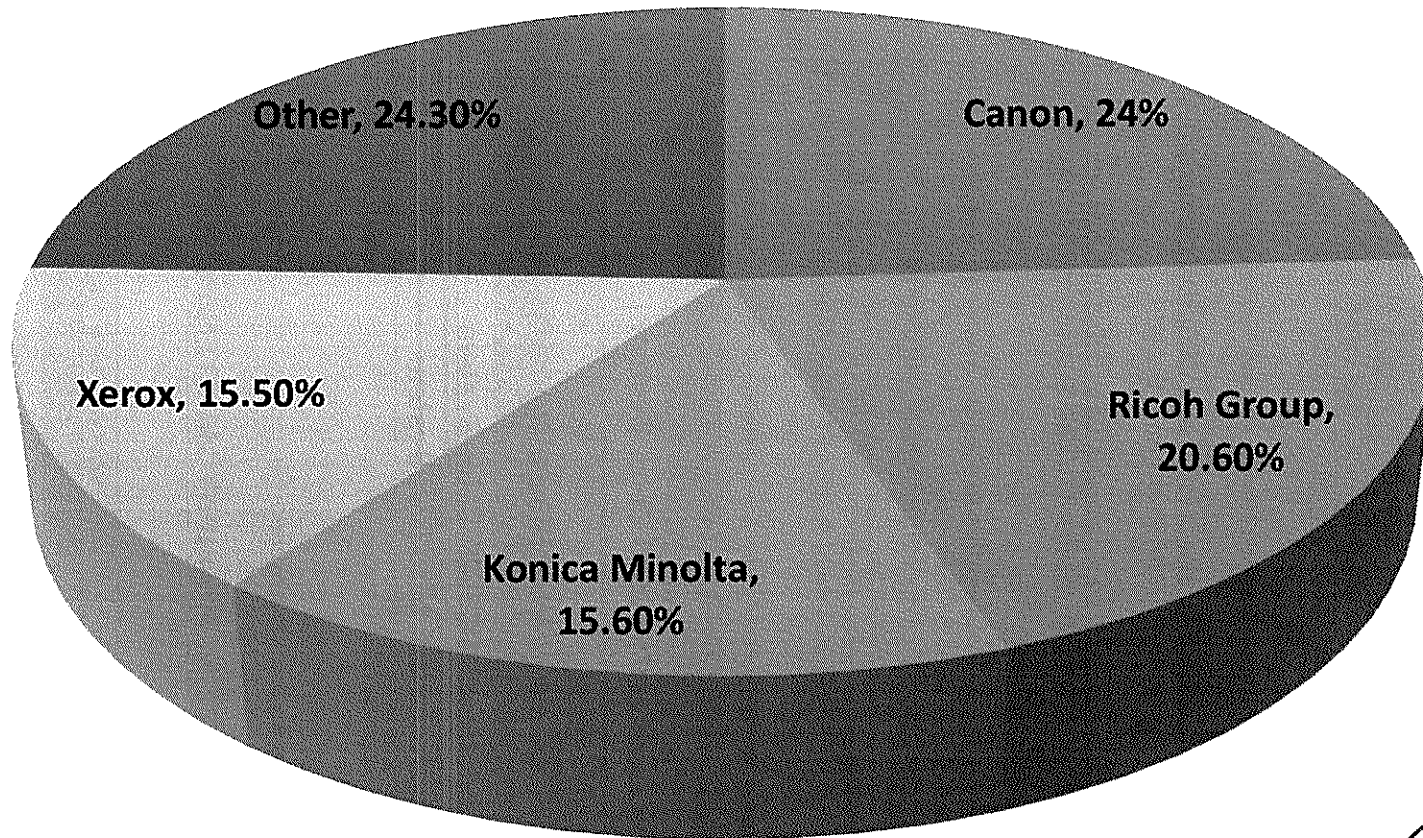
\*No additional cost to have hard drive scrubbed

### DELIVERY, INSTALLATION, TRAINING, MAINTENANCE

Delivery	Included	
Installation	Included	
Maintenance	All parts, labor and toner are included in the maintenance agreement.	
Service Contract:	B&W PRINTS	COLOR PRINTS
	Per Print: \$.0055/print.	Per Print: \$.032/print.

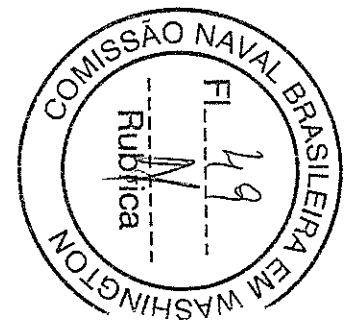


## IDC CY 2019 MFP A3 Vendor Group Market Share by Units



■ Canon ■ Ricoh Group ■ Konica Minolta ■ Xerox ■ Other

12115-L Parklawn Drive, Rockville, MD 20852 O: 301.230.9009 F: 301.230.9033



# PROJECT SCOPE



Capitol Document Solutions (hereinafter sometimes referred to as "CDS") shall furnish and install new digital print devices at The Brazilian Naval Commission as specified below. A new device is defined as equipment that has never been used and is being actively marketed by the manufacturer or its authorized agents.

**Installation:** CDS will discuss a delivery, installation, and training schedule that will meet your specific requirements. CDS will assist your staff with the various network integration tasks to implement the new equipment into your network environment. A CDS IT Technician will be on site on the day of product delivery to connect the new equipment to your network.

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Thank you again for this opportunity.

Signature:

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Name:

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Date:

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Title:

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Company:

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Mailing Address:

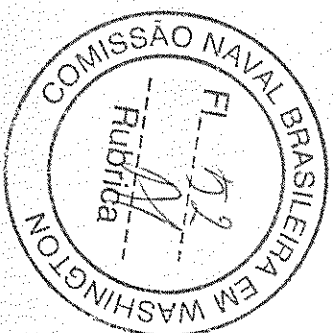
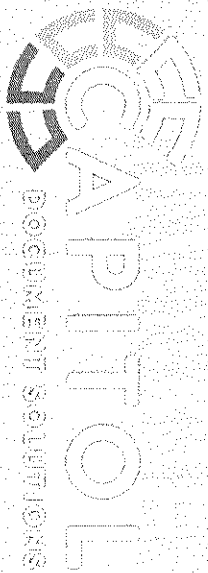
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Phone Number:

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Email:

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Phone 301-230-9009 | Fax 301-230-9033 | [Capitolus.com](http://Capitolus.com)

**EM BRANCO**

## Price Quote



### ***iRA DX C3725i Standard Specifications:***

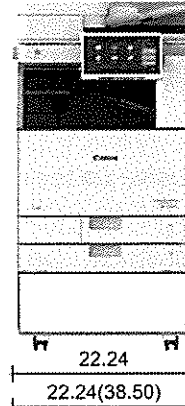
- › Up to 25 ppm Copy/Print Speed
- › **Up to 270 ipm Scan Speed (B/W, Color)**
- › **As fast as 5.9 seconds First-Copy-Out Time**
- › 1200 x 1200 dpi Print Engine Resolution
- › Scan to TIFF, JPEG, PDF, XPS, EPS, Word, PowerPoint
- › 3 GB RAM; 250 GB HDD
- › **UFR II, PCL6, Adobe PS3**
- › 1,200 Standard Paper Capacity
- › **Up to 12" x 18" Paper Size**
- › 14 lb. Bond to 80 In. Cover (52 to 220 g/m2)
- › **McAfee Embedded Control**

### ***Equipment Configuration:***

The proposed equipment includes the standard specifications above as well as the following components:

- › McAfee Embedded Security
- › Automated Meter Reporting and Supply Replenishment
- › True Adobe PostScript Printing and Scanning
- › Super G3 Fax
- › OCR for Scan to Word, PowerPoint, and Searchable pdf File Formats

### **imageRUNNER ADVANCE DX C3725i**



### ***Canon iRA DX 4725i Standard Specifications:***

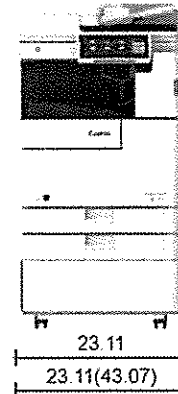
- › Up to 25 ppm Copy/Print Speed
- › **Up to 270 ipm Scan Speed (B/W, Color)**
- › **As fast as 5.2 seconds First-Copy-Out Time**
- › 1200 x 1200 dpi Print Engine Resolution
- › Scan to TIFF, JPEG, PDF, XPS, EPS
- › **3 GB RAM; 250 GB HDD**
- › **UFR II, PCL6, Adobe PS3**
- › **1,200 Standard Paper Capacity**
- › Up to 11" x 17" Paper Size
- › 13.3 lb. Bond to 80 In. Cover (52 to 220 g/m2)
- › **McAfee Embedded Control**

### ***Equipment Configuration:***

The proposed equipment includes the standard specifications above as well as the following components:

- › McAfee Embedded Security
- › Automated Meter Reporting and Supply Replenishment
- › True Adobe PostScript Printing and Scanning
- › Super G3 Fax
- › OCR for Scan to Word, PowerPoint, and Searchable pdf File Formats

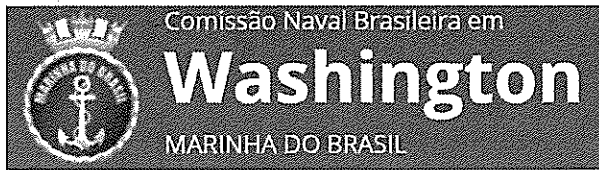
### **imageRUNNER ADVANCE DX 4725i**



April 19, 2021



## Price Quote



### **Property Tax Inclusive Lease Option for (2) Canon iRA DX 4725i and (1) Canon iRA DX C3725i**

- › 60 months \$292.82 per month

### **Property Tax Exclusive Lease Option for (2) Canon iRA DX 4725i and (1) Canon iRA DX C3725i**

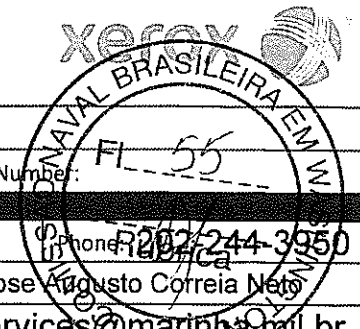
- › 60 months \$259.81 per month

### **Service Pricing (Pooled to Cover All Three Machines and Included in Above Lease Price)** *Includes all parts, labor, preventative maintenance and toner.*

- › Monthly Base Charge \$59.25 per month
- › Monthly Allowance 7,500 bw/Cost Per Page Color
- › Price Per Copy Above Allowance \$0.0079 bw/\$0.075 color

For additional information please contact Matt Stromberg at 571-730-8703  
Please visit us at [www.ubti.com](http://www.ubti.com)

# Lease Agreement



Supplier Name & Address: COS 9065 Guilford RD Columbia MD 21046		Agreement Number: _____
Owner: XEROX FINANCIAL SERVICES LLC - 201 Merritt 7, Norwalk, CT 06851		
CUSTOMER INFORMATION		
Full Legal Name: Brazilian Naval Commission		
Billing Address: 5130 MacArthur Blvd	Contact Name: Captain Jose Augusto Correia Neto	
City: Washington	State: DC	Zip Code: 20016
		Contact Email: cnbw.services@marinha.mil.br

EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
3	Xerox C7025 MFD's		

Equipment Location (if different from Billing Address): \_\_\_\_\_

TERM	LEASE PAYMENT - (Monthly frequency unless otherwise noted)	PURCHASE OPTION - ('FMV' unless otherwise noted)
Initial Term: 60 (in months)	Lease Payment (plus applicable taxes): 295.00 Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input checked="" type="checkbox"/> Fair Market Value Purchase Option ("FMV") <input type="checkbox"/> \$1 Purchase Option

**CUSTOMER ACCEPTANCE**

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.

Authorized Signer X: <i>[Signature]</i>	Date: 05/10/2021	Federal Tax ID # (Required): tax exempt # 5008-1562-50
Print Name: Jose Augusto Correia Neto	Title: President	

**OWNER ACCEPTANCE**

Accepted By: Xerox Financial Services LLC	Name and Title: _____	Date: _____
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**TERMS & CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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