

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9313

DATE 4-28-22

TITLE

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN WILLIAMSPORT BUREAU OF FIRE AND HIGHER INFORMATION GROUP

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes the Williamsport Bureau of Fire to enter into a multi-year (60-month) Professional Services Agreement for copier/scanner, printing services with Higher Information Group, 400 N. Blue Ribbon Avenue, Harrisburg, PA 17112; not to exceed \$4,101.60; in total lease payments for 60 months.

HEREBY, the appropriate City Officials are hereby authorized to execute an agreement between the Williamsport Bureau of Fire and Higher Information Group and any documents necessary to accept the attached agreement.

Approved

James M. Frank
City Clerk

[Signature]
President

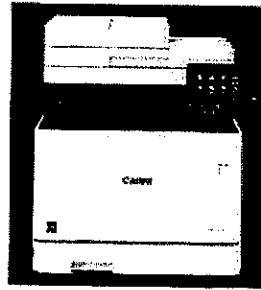


Canon imageCLASS X MF1127C

28 page per minute Color MFP

1x250 sheet paper drawer

1x50 sheet bypass tray



- 600 Mono Copies/Prints Monthly Contract- billed at \$0.025 (Overage adds \$0.0275 per copy)
500 Color Copies/Prints Monthly Contract- billed at \$0.06 (Overage adds \$0.0915 per copy)

Total Investment

(Includes Service & Supplies)

(Prices reflect cash discount of 4%, credit card payments, (PayPal, etc.) will not reflect the 4% discount price.)

Monthly Investment - 60 Months \$68.36

Purchase Price: \$775.00

COSTARS CONTRACT # 001-047



400 N. Blue Ribbon Ave
Harrisburg, PA 17112



Phone: (717) 652-3310
(800) 564-7002
Fax: (717) 540-1558

HIGHER INFORMATION GROUP
DIGITAL COPIERS • FAX MACHINES • SERVICE • SUPPLIES

CUSTOMER'S ORDER

Purchase Supplies Maintenance Customer # _____ Date Rec'd _____

Bill To: <u>Williamsport Bureau of Fire</u> <u>440 Walnut St.</u> <u>Williamsport PA 17701</u>	Ship To: _____ <u>SAME</u> _____ _____
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Sales Representative	Telephone	Date Delivery Requested	Purchase Order
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Qty.	Make/Model	Description	Serial No.	Price	Total
1	Canon	IC XMF1127C			<u>See lease</u>
Total Equipment					
Trade Allowance					
Discount Amount					
Subtotal					
State Sales Tax					
TOTAL					

Equipment Traded In

Model:

Serial No:

CONDITIONS OF SALE: Net cash upon invoice. F.O.B. Destination unless otherwise specified below.

Total Amount Payable	Cash with signed contract	Balance Due	No. of Monthly Payments	Amount per Payment	Due Date of 1 st Payment

Please deliver the equipment described above (hereinafter called property) subject to the terms and conditions stated below:

1. It is agreed that the above property is sold and purchased conditionally, and that the title to each of said chattels is reserved in Seller and shall not pass to the Buyer until full purchase price of all the chattels and other monies due or secured hereunder have been paid in cash and all terms and conditions set forth in this contract have been complied with.
2. This property shall not be resold, pledged, mortgaged, removed from location hereinabove specified, or in any way disposed of without the written consent of the Seller, while this contract is in force.
3. The Buyer assumes the risk of and agrees to indemnify the Seller against injury and destruction from any cause whatsoever to the property, after same has been delivered to any carrier consigned to the Buyer, and also any damage by the property to person or property and no such injury, damage or destruction shall excuse payments or other liabilities hereunder.
4. In case of default in the payment of any regular installment or other monies, secured or due hereunder, or breach of any term or provision hereof, the Seller, at its option, without being limited thereto, may (a) sue for the amount then due without repossession and without accelerating or otherwise affecting Future installments; (b) treat all unpaid installment and other monies which are or may become due in hereunder as immediately due and sue therefore; (c) enter the premises where the property is then located and repossess same without liability for tort or trespass on so doing; (d) separately there from or concurrently therewith pursue any and all other remedies as then be lawful in the premises, including but not limited to the right to resell the property after repossession and sue for deficiency judgment for any balance due hereunder. All reasonable expenses incident to such repossession or pursuit of other remedies shall be borne by the Buyer, including but not being limited to reasonable counsel fees.

NAME _____ TITLE _____
(Please Print)

AUTHORIZED SIGNATURE _____ DATE _____

400 N. Blue Ribbon Ave
Harrisburg, PA 17112



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HIGHER INFORMATION GROUP
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Maintenance Contract

Customer Information

Customer Name: Williamsport Bureau of Fire
Address: 440 Walnut St.
City / State / Zip: Williamsport Pa 17701
Contact Name: Chief Keith Lucas
Phone No.: 570-327-1602
Email: klucas@cityofwilliamsport.com

Type "A" Contract / Includes all labor, parts and supplies (except paper and staples.)

Model	Serial#						
Mono	Total Copies: <u>1,800</u>	Cost: <u>in lease</u>	Start Meter:	Overage: <u>\$0.0275</u>	<input checked="" type="checkbox"/> Q	<input type="checkbox"/> M	<input type="checkbox"/> Y
Color	Total Copies: <u>1,500</u>	Cost: <u>in lease</u>	Start Meter:	Overage: <u>\$0.0915</u>	<input checked="" type="checkbox"/> Q	<input type="checkbox"/> M	<input type="checkbox"/> Y

Model	Serial#						
Mono	Total Copies:	Cost:	Start Meter:	Overage:	<input type="checkbox"/> Q	<input type="checkbox"/> M	<input type="checkbox"/> Y
Color	Total Copies:	Cost:	Start Meter:	Overage:	<input type="checkbox"/> Q	<input type="checkbox"/> M	<input type="checkbox"/> Y

Model	Serial#						
Mono	Total Copies:	Cost:	Start Meter:	Overage:	<input type="checkbox"/> Q	<input type="checkbox"/> M	<input type="checkbox"/> Y
Color	Total Copies:	Cost:	Start Meter:	Overage:	<input type="checkbox"/> Q	<input type="checkbox"/> M	<input type="checkbox"/> Y

Model	Serial#						
Mono	Total Copies:	Cost:	Start Meter:	Overage:	<input type="checkbox"/> Q	<input type="checkbox"/> M	<input type="checkbox"/> Y
Color	Total Copies:	Cost:	Start Meter:	Overage:	<input type="checkbox"/> Q	<input type="checkbox"/> M	<input type="checkbox"/> Y

Customer's Signature: _____ Date: _____

EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
Canon ImageClass XMF1127C		
<input type="checkbox"/> See attached schedule for additional Equipment/ Accessories		
Billing Address: 440 Walnut St. Williamsport PA 17701		
Equipment Location: Same		
SUPPLIER		TRANSACTION TERMS
Name: Higher Information Group	Payment \$ 68.316 (plus applicable taxes)	Term: 60 (months)
Address: 400 N. Blue Ribbon Avenue	Billing Period: Monthly	Document Fee: \$100.00 (included on first invoice)
City/ State/ Zip: Harrisburg, PA 17112	The following additional payments are due on the date this lease is signed by you:	
	Advance Payment: \$ 0.00 (plus applicable taxes)	Applied to: <input checked="" type="checkbox"/> First <input type="checkbox"/> Last

1. **PAYMENTS.** Commencement of this Lease and acceptance of the Equipment described above and on any attached schedule shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify such information as we may require. You agree to remit to us the Payment and all other sums described in this Lease ("Charges") when due and payable each Billing Period on the date and at the address we provide to you. Payments are due whether or not you are invoiced. You agree that cash and cash equivalents are not acceptable forms of payment for this Lease. You authorize us to adjust the Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or supplier. You agree to pay or reimburse us all sales, use and property taxes and other charges in connection with this Lease or the ownership or use of the Equipment and to pay us an administrative fee for the processing of such taxes. If a payment is not made within three (3) days of when due, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$25 (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. Restrictive endorsements on checks you send to us will not reduce your obligations to us. YOUR OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. THIS LEASE CANNOT BE CANCELED BY YOU FOR ANY REASON, INCLUDING EQUIPMENT FAILURE, LOSS OR DAMAGE. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OR ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO WAIVE OR MODIFY THE TERMS OF THIS LEASE. Any fee that is charged under this Lease may include a profit and is subject to applicable taxes. We may receive compensation from the manufacturer and/or supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Payment.

2. **TITLE, MAINTENANCE, INDEMNIFICATION.** We are the owner of the Equipment (excluding software). If this Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Lease. Without our prior written consent, you may not (a) assign any rights or obligations under this Lease, (b) sub-lease the Equipment, or (c) remove the Equipment from the address indicated above. WE MAKE NO REPRESENTATION OR WARRANTY TO YOU OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE OR OTHERWISE. YOU SELECTED THE EQUIPMENT AND THE SUPPLIER. You agree to (a) keep the Equipment in good repair, condition and working order; (b) pay all costs of maintenance, supplies, replacements and repairs to the Equipment; (c) keep the Equipment free of liens; (d) USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (e) give us reasonable access to inspect the Equipment; and (f) indemnify us for all claims, losses and liabilities, including attorney's fees and costs (including those incurred in connection with responding to subpoenas, third party or otherwise) relating to the Equipment including its use, condition or possession. This indemnity shall continue after the Term for acts or omissions which occurred during the Term. We may increase the Payments to offset the loss of any tax benefits caused by your acts or omissions or a change in the applicable tax laws.

3. **RISK OF LOSS; INSURANCE.** You are responsible for and accept the risk of loss or damage to the Equipment. If any item of Equipment is lost, stolen or damaged, you shall repair the item or replace the item with a comparable item reasonably acceptable to us. No such loss or damage shall relieve you from your payment obligations under this Lease. At your own expense, you agree to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee, and (b) maintain public liability insurance, covering personal injury and equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right, but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each billing period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

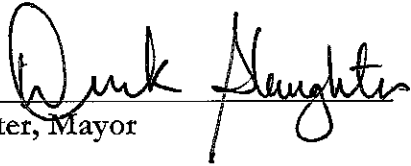
4. **DEFAULT; REMEDIES.** If you fail to remit to us any payment within ten (10) days of its due date or you breach any other obligation under this Lease or any other agreement with us or our assignees, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Payments and Charges, (ii) the present value of all remaining Payments and Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 5, or take possession of the Equipment, in which case we shall not be held responsible for any resulting losses or damages, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds (less reasonable selling and administrative expenses) to the amounts due hereunder; (d) charge you interest on all amounts due from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

5. **END OF TERM OPTIONS.** If you are not in default, at the end of the Term and upon 90 days written notice to us, you may either (1) purchase all of the Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for its fair market value (plus applicable taxes), as determined by us in our sole reasonable discretion, or (2) return the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications. You will pay us for any loss in value resulting from the failure to maintain the Equipment or for damages incurred in shipping and handling. If you fail to purchase or return the Equipment, this Lease shall automatically renew for an additional (12) month term and all of the provisions of this Lease shall continue to apply, including your obligation to remit Lease Payments and other charges, until the Equipment is returned to us or purchased by you in accordance with the terms of this Lease. You are solely responsible for removing all data from all disk drives or magnetic media prior to returning the Equipment and selecting an appropriate removal standard that complies with applicable law.

6. **MISCELLANEOUS.** We may, without notifying you, assign this Lease and our interest in the Equipment. If we do, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims or defenses you may have against us. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent or assignee to (a) obtain credit reports and make credit inquiries, (b) release information we have about you and this Lease, including payment history, to credit reporting agencies and assignees or parties having an economic interest in this Lease or the Equipment, including the seller, supplier or manufacturer of the Equipment and (c) file a UCC financing statement with respect to the Equipment. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. You acknowledge that (a) the name of the Equipment supplier is indicated above, (b) you may have rights under the contract with the supplier, and (c) you may contact the supplier for a description of these rights. We transfer to you any supplier or manufacturer warranties. This Lease and other related documents (each a "Document") may be executed in counterparts (manually or by electronic means) by either party and transmitted to us by facsimile or other electronic means. No Document is binding on us until we sign it. When a copy of each Document containing your signature is signed by us (manually or electronically) and in our possession, then such copy shall constitute the original document for all purposes and this Lease shall constitute chattel paper as that term is defined in the UCC. If you sign or transmit any Document to us electronically, you shall provide the counterpart of such Document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA OR THE STATE OF LESSOR OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AS ELECTED BY LESSOR OR ITS ASSIGNEE. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN THE COMMONWEALTH OF PENNSYLVANIA OR THE STATE OF THE LESSOR OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR IN ANY OTHER COURT OR COURTS HAVING JURISDICTION OVER YOU OR YOUR ASSETS. ALL AT THE SOLE DISCRETION OF THE LESSOR OR ITS ASSIGNEE. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

LESSOR ("We", "Us")		LESSEE ("You")	
Higher Information Group LLC		Lessee (Full Legal Name):	
By: X _____		By: X _____	
Name: _____		Name: _____	Title: _____
Title: _____	Date: _____	Date: _____	Federal Tax ID: _____

Signature Page



Derek Slaughter, Mayor

4/28/22
Date

Peg Woodring, Controller

Date



Janice Frank, City Clerk

4/28/22
Date