



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

---

**MEETING DATE:** August 27, 2024

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

**ITEM #:** 7

**INITIATED BY:** Adam Hedden

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets

## SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **Konica Minolta**, hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

### SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

### SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31<sup>st</sup>, 2024, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

### SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**. Compensation shall not exceed Two Hundred Thousand Dollars (\$200,000).

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

## **SECTION V. GENERAL PROVISIONS**

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

- 5.2 Subcontracting.

Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

- 5.3 Necessary Documentation. N/A

- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

- 5.5 Ownership.

5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to

confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability        \$1,000,000 Each Occurrence  
   \$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement

shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:  
Konica Minolta  
Attn: Victoria Mason  
vjacobs@allcovered.com

To City:  
City of Noblesville  
Attn: Adam Hedden  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

*Courtesy Copy:*  
Misty Shearer  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program.



Any such event shall be cause for termination of this Agreement as provided herein.

- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.
- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

\_\_\_\_\_  
("Contractor")

DocuSigned by:  
*Mathew Potts*  
By: \_\_\_\_\_  
0C2957EA2913433...

Date: 8/21/2024

Printed: Mathew Potts

Title: Sales Manager

Approved by the Board of Public Works and Safety of the City of Noblesville this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
JACK MARTIN, PRESIDENT

\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

\_\_\_\_\_  
LAURIE DYER, MEMBER

\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:

\_\_\_\_\_  
EVELYN L. LEES, CLERK  
CITY OF NOBLESVILLE, INDIANA

**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

Important - Notary Signature and Seal Required in the Space Below

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

a. Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

### Non-Collusion

The undersigned proposer or agent, being duly sworn on oath, says that the undersigned has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by the undersigned, entered into any combination, collusion or agreement with any person relative to the price proposed nor to prevent any person from submitting a proposal nor to include anyone to refrain from submitting proposals, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal. The undersigned further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such proposal except as set forth in such proposal.

### Employment Eligibility

The undersigned, to comply with the requirements of Indiana Code 22-5-1.7-11, affirms that

Konica Minolta Business Solutions U.S.A., Inc. has enrolled and is participating in the E-Verify (Insert Company Name)

program (as defined in Indiana Code 22-5-1.7-3) and does not knowingly employ an authorized alien.

Dated: 1/25/21

Brian Cupka

Printed Name: Brian Cupka

Title: EVP & General Counsel

Company: Konica Minolta Business Solutions U.S.A., Inc.

Address: 100 Williams Drive, Ramsey, NJ 07446

# Quotation

Prepared Exclusively for:  
**City Of Noblesville**  
 Misty Shearer, IT Director  
 16 S 10th St  
 Ste 270  
 Noblesville, IN 46060-2809

Prepared by:  
**Victoria Mason**  
 SALES ASSOCIATE - PROCUREMENT  
 Office: **(636) 987-9633**  
[vjacobs@allcovered.com](mailto:vjacobs@allcovered.com)

**Offer Expires: 09/19/2024**

## Product: Device & Software ( Third Party Procured )

Installation Location - 1: City Of Noblesville, 16 S 10th St, Noblesville, IN 46060-2809

Delivery Contact:

Qty	Product Category	Product Description	Unit Price	Extended Price
54	Systems - Desktops & Servers	HP Elite 800 G9 (A12GYUT)Wolf Pro Security - SFF - Core i7 i7-14700 / up to 5.4 GHz - RAM 16 GB - SSD 256 GB - NVMe - UHD Graphics 770 - Gigabit Ethernet - Win 11 Pro - monitor: none - keyboard: US - Smart Buy - with HP 1 year Wolf Pro Security Edition Service - with HP Wolf Notes:PRICING GOOD THROUGH 08/30/2024	\$1,004.00	<b>\$54,216.00</b>
54	Systems - System Service & Support	Electronic HP Care Pack Next Business Day Active Care Service (U17ZGE)Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for HP Mini Conference G9; Elite 805 G8; Presence 24, Small Space Solution with Zoom Rooms Notes:PRICING GOOD THROUGH 08/30/2024	\$23.00	<b>\$1,242.00</b>
56	Systems - Notebooks	HP ProBook 460 G11 Notebook (A1LD8UT)Wolf Pro Security - Intel Core Ultra 7 - 155U / up to 4.8 GHz - Win 11 Pro - Intel Graphics - 16 GB RAM - 512 GB SSD NVMe - 16" IPS touchscreen 1920 x 1200 - Ethernet, Fast Ethernet, Gigabit Ethernet, IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 80 Notes:PRICING GOOD THROUGH 08/30/2024	\$983.00	<b>\$55,048.00</b>
56	Systems - System Service & Support	Electronic HP Care Pack Premium Onsite Support (U86DVE)Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for ProBook 440 G10, 440 G11, 445 G11, 460 G11, 465 G11 Notes:PRICING GOOD THROUGH 08/30/2024	\$82.00	<b>\$4,592.00</b>
7	Systems - Notebooks	HP ZBook Firefly 16 G11 Mobile Workstation (A6UF0UT)Wolf Pro Security - Intel Core Ultra 7 - 155H / up to 4.8 GHz - Win 11 Pro - RTX A500 - 32 GB RAM - 1 TB SSD NVMe, TLC - 16" IPS 1920 x 1200 - IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802.11n, IEEE 802.11ac, IEEE 802.11ax (Wi-Fi 6E), Bluetooth Notes:PRICING GOOD THROUGH 08/30/2024	\$1,499.00	<b>\$10,493.00</b>
7	Systems - System Service & Support	Electronic HP Care Pack Premium Onsite Support (U85QTE)Extended service agreement - parts and labor (for mobile workstation) - 3 years - on-site - 9x5 - response time: NBD - for ZBook 16 G11, Power G11; ZBook Firefly 14 G11, 16 G11; ZBook Fury 16 G11 Notes:PRICING GOOD THROUGH 08/30/2024	\$153.00	<b>\$1,071.00</b>

Qty	Product Category	Product Description	Unit Price	Extended Price
117	Systems - System Service & Support	Data capture of Hardware Hash ID's on HP ONLYData capture of Hardware Hash ID's on HP Windows 10 devices into .CSV file for Reseller or End User self-load	\$7.00	<b>\$819.00</b>
1	Shipping Fee	FedEx:Ground	\$0.00	<b>\$0.00</b>

## Quotation Summary & Acceptance

Transaction Type : **Purchase**

Credit Terms: **NET 30 DAYS**

**Projected Total Purchase Price(s):**

**Amount**

Device/Software:

\$127,481.00

Total(Excluding applicable taxes)

\$127,481.00

Please contact Victoria Mason, (636) 987-9633, to accept this quotation and have an Order/Lease Agreement delivered for signature.

## Customer Options & Verification

To ensure an excellent customer experience, please take a moment to verify the invoice mailing and accounts payable address/contact information we have on file. If changes are required to your Invoice Mailing or Accounts Payable addresses (including contact information), please contact your Sales Representative for assistance.

**Invoice Mailing Address:**

**City Of Noblesville**  
16 S 10th St  
Ste 270  
Noblesville, IN, 46060-2809

**Accounts Payable Address:**

**City Of Noblesville**  
16 S 10th St  
Ste 270  
Noblesville, IN, 46060-2809

**Accounts Payable Contact:**

Lindsay Downing  
Phone: (317) 776-6324  
Email: ldowning@noblesville.in.gov

## MyKMBS.com Customer Portal

MyKMBS is a complete and comprehensive service management tool allowing our clients to manage their Konica Minolta accounts - right from their desktop or smartphone. MyKMBS offers 24/7 access to Konica Minolta support and product resources - all in one place.

Please provide a primary contact for MyKMBS.com registration:

Account ID: 4924693

Name:

Email:

Bypass Required Entry - This can be set up at a later time.





## Order Summary & Acceptance

Transaction Type: **Purchase**

Payment Terms: **NET 30 DAYS**

Total Purchase Price: **\$127,481.00**

Excluding applicable tax

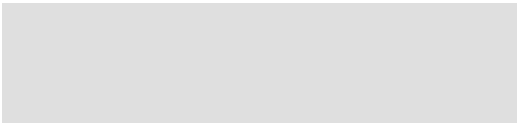
Your signature below constitutes your acceptance of this Order Agreement (ID: **80129467** with date/time stamp: **05/21/2024 01:51:10 PM**) including our standard terms and conditions available online at the URL link(s) provided below or in hard copy upon request, which you have reviewed and accepted and which are incorporated into this Order Agreement:

Pricing valid for 15 days from the date of Order Agreement, pending credit approval. Confidential - not to be distributed to third parties.

### Customer

City Of Noblesville

Signature:



Name:

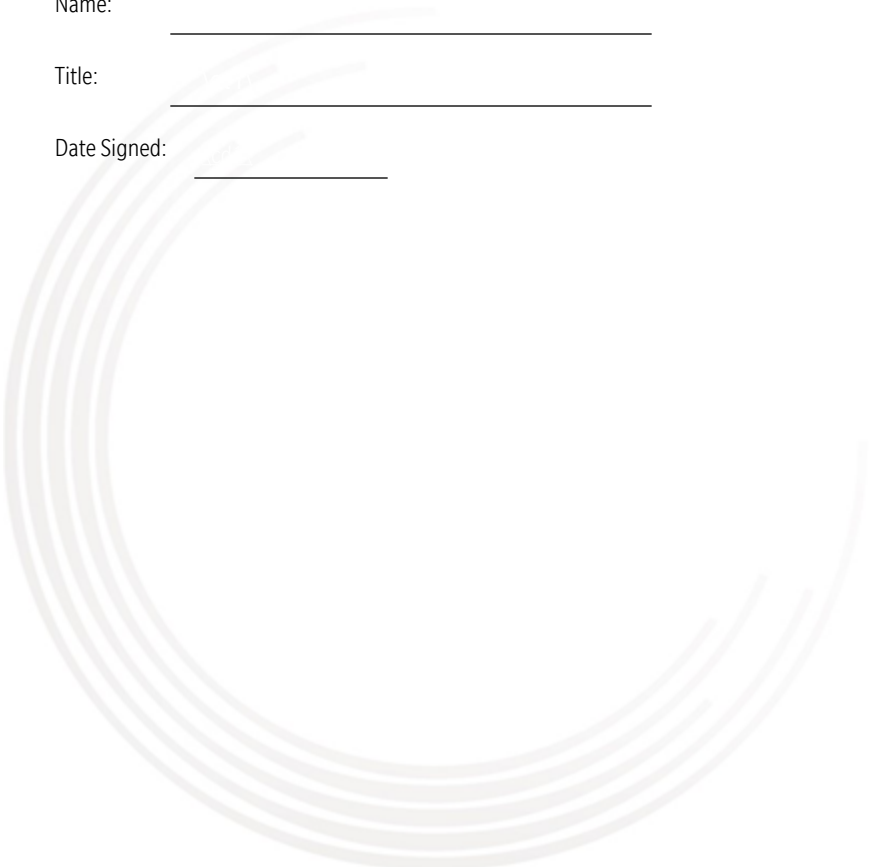
---

Title:

---

Date Signed:

---





# All Covered

IT SERVICES FROM KONICA MINOLTA



## Terms and Conditions



## Terms and Conditions of Sale

1. **Applicability:** These Terms and Conditions of Sale apply to technology products offered for sale through All Covered Procurement ("Products"). Any changes to these Terms and Conditions of Sale will be posted on this website. By purchasing Products from All Covered, You agree to these Terms and Conditions of Sale.

2. **Price, Product, and Payment:** Prices do not include applicable sales taxes or shipping charges, and You agree to pay all such taxes and charges. Tax exemption certificates, and any necessary supporting documentation, must be presented at the time an order is placed. If You do not pay with a credit card, You will be invoiced when the order is shipped. Invoices for Products are separate from invoices for IT consulting services and are due and payable Net 30 days from date of invoice. All Covered may require reasonable advance assurances of payment through irrevocable bank letters of credit or other forms of security such as deposits and prepayment. All unpaid invoices are subject to interest charges of 1½% of the outstanding balance per month (or the maximum rate of interest allowed by law, whichever is less) beginning on the date payment is due. Your failure to make timely payment may result in a collection action, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods or suspension or termination of services. All Covered retains (and You grant to All Covered by accepting delivery of any Products) a security interest in the Products to secure payment in full and compliance with these Terms and Conditions of Sale. In the event All Covered undertakes any form of collection action, with or without litigation, of any past due amounts, or action to enforce its security interest in the Products, You agree to pay all reasonable costs associated therewith, including reasonable attorney's fees.

3. **Delivery:** Title to and risk of loss of or damage to Products shall pass to You upon delivery by All Covered's suppliers to the freight carrier at such suppliers' warehouse or plant. Delivery is subject to the payment and security provisions set forth herein, as well as to All Covered's receipt from You of all necessary information and documentation. You agree to promptly notify All Covered, and in no event later than five (5) business days after receipt, of any claimed shortages or rejection as to any delivery. Such notice must be in writing and reasonably detailed, stating the grounds for any such rejection. Failure to give proper notice shall be deemed an acceptance in full of the delivery.

4. **Product Returns:** All sales are final. Subject to the manufacturer's merchandise return authorization ("RMA") policy, products may be returnable if the Product (i) arrives in a defective condition; (ii) is different from what was ordered; or (iii) is unopened and in the original manufacturer's packaging and in fully resalable condition. You must contact Your All Covered representative within fifteen (15) days of receipt of the Product to arrange for a return. Credits for returned Products will be issued upon receipt and acceptance of the returned Products at All Covered's suppliers' warehouse or plant.

5. **Warranties:** You understand and agree that All Covered is not the manufacturer of any Products offered for sale hereunder and the only warranties that apply to Products are those offered by the manufacturer of the Products. ALL COVERED MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE PRODUCTS AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL COVERED SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF A MANUFACTURER'S WARRANTY. The right to return defective Products, subject to the manufacturer's RMA, shall constitute All Covered's sole liability and Buyer's exclusive remedy in connection with any claim relating to the quality, condition or performance of the Products, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

6. **Limitation of Liability:** (A) ALL COVERED SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF ALL COVERED



HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ALL COVERED'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OF THE SALE OF ANY PRODUCT HEREUNDER, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED THE TOTAL PRICE YOU PAID FOR THE PRODUCT(S) GIVING RISE TO THE LIABILITY.

7. No Resale or Export: You agree to comply with all applicable laws and regulations related to the purchase and use of any Products. Products are sold only for Your internal use and not for resale or export unless expressly authorized in writing by All Covered.

8. General: These Terms and Conditions of Sale shall constitute the full and complete understanding and agreement between You and All Covered regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, related to such subject matter. No additional or different terms or conditions, whether material or immaterial, shall become a part of any sales agreement unless expressly accepted in writing by an authorized officer of All Covered. Waiver or failure by either You or All Covered to exercise in any respect any right or obligation provided for in these Terms and Conditions of Sale shall not be deemed a waiver of any further right or obligation hereunder. If any provision of these Terms and Conditions of Sale is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of these Terms and Conditions of Sale shall continue in full force and effect. These Terms and Conditions of Sale shall be deemed made in, and shall be governed by, the laws of the State of **Indiana** without regard for choice of law principles. Venue for any action arising out of or related to these Terms and Conditions of Sale shall be the **Indiana** Superior Court located in Hamilton County, **Indiana**, and You waive any objection to personal jurisdiction in that forum. You may not assign, delegate, pledge or otherwise transfer (including by way of a sale of assets, merger or other change of control) the right to purchase Products through All Covered Procurement to any other person or entity without the prior written consent of All Covered, which consent may be withheld at its sole discretion. All Covered shall not be liable for any delay or failure to perform an obligation under these Terms and Conditions if such delay or failure arises from any cause or causes beyond the reasonable control of All Covered, including but not limited to unavailability or shortages of Product, labor disputes, strikes, acts of God, floods, earthquakes, material shortages, acts of war, embargoes, computer viruses, restrictions, or orders of any governmental agency.

9. Sale of Microsoft Office 365: Microsoft Office 365 licenses are sold on a prepaid annual subscription basis only. Accordingly, if You terminate the subscription prior to the expiration of the 12-month term, no refund will be made for unused portions of the subscription. Please see the [Microsoft Customer Agreement](https://x4t6r3u2.stackpathcdn.com/wp-content/uploads/2020/06/Microsoft-Cloud-Customer-Agreement.pdf) posted at <https://x4t6r3u2.stackpathcdn.com/wp-content/uploads/2020/06/Microsoft-Cloud-Customer-Agreement.pdf> for additional applicable Microsoft terms.

**Client**

**All Covered, a division of Konica Minolta  
Business Solutions U.S.A., Inc.**

**Signature:**

**Signature:**

**Name:**

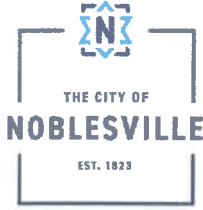
**Name:**

**Title:**

**Title:**

**Date:**

**Date:**



# FINANCE & ACCOUNTING

## Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 8/27/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: Konica Minolta Business Solutions

Vendor Address: 1860 Dept Ch 19199, Palatine IL 60055-9188

Brief description of purchase: Annual PC Refresh

**Source of Funding:**

- Current Year Operational Budget
- Subsequent Year Operational Budget<sup>1</sup>
- Funding not yet finalized (attach explanation)<sup>2</sup>
- Loan or debt proceeds
- Non-Appropriated Fund<sup>3</sup>

Fund #	101	
Department #	008	
Project # (NA if no project #)	NA	
	Expense Object #	Amount
#1	442.100	\$ 127,481.00
#2		
#3		

- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
- 2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
- 3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

Additional Comments: \_\_\_\_\_

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director  
 Adam Hedden Digitally signed by Adam Hedden  
 Date: 2024.08.21 16:12:55 -04'00'  
 (Signature)

Adam Hedden  
 (Printed Name) 08/21/24  
 (Date)

Please email completed form to [OFAbudget@noblesville.in.gov](mailto:OFAbudget@noblesville.in.gov)

**FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY**

**OFA Action Taken**

Purchase Order Created PO # (if applicable): 240078

Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

OFA Signature: *Heather Dwyer*

No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: \_\_\_\_\_

Initials: AT Date: 8/22/24

**PURCHASE ORDER  
CITY OF NOBLESVILLE  
16 SOUTH 10TH STREET STE 270**

**INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 0031216070010**

**FEDERAL EXCISE TAX EXEMPT  
356001141**

**NOBLESVILLE IN 46060  
PHONE: 317-776-6328  
FAX: 317-776-6369**

**PURCHASE ORDER NO. 240278**

**THIS NUMBER MUST APPEAR ON INVOICES, A/P  
VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
SHIPPING LABELS AND ANY CORRESPONDENCE.**

**SHIP TO:**

**TO**  
**VENDOR # 1860  
KONICA MINOLTA BUSINESS SOLUTIONS  
USA INC  
DEPT. CH 19188  
PALATINE IL 60055-9188**

**ATTN:**

<b>DATE</b> 08/22/2024	<b>DEPARTMENT</b> IT		<b>SHIP TO ARRIVE BY</b>			
<b>APPROPRIATION NUMBER</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>PROJECT #</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
101008442.100	1.0		ANNUAL PC REFRESH		127481.00	127481.00

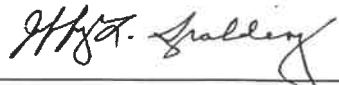
<b>SHIP VIA</b>	<b>TOTAL</b> 127481.00
-----------------	---------------------------

**SHIPPING INSTRUCTIONS**

- \* SHIP PREPAID
- \* C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- \* PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- \* THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

**PAYMENT**

- \* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- \* I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

  
 ORDERED BY \_\_\_\_\_  
 TITLE \_\_\_\_\_ CONTROLLER \_\_\_\_\_

**ORIGINAL - VENDOR'S COPY**





IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITsavvy LLC  
 2015 Spring Road, Suite 300  
 Oak Brook, IL 60523  
 www.ITsavvy.com

Quote Details	
Quote #:	3773222
Date:	08/20/2024
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

# Quote

**Bill To:**  
 ACCT #: 615716  
 City of Noblesville  
 Accounts Payable  
 16 S. 10th St  
 Noblesville, IN 46060  
 United States  
 317-773-4614

**Ship To:**  
 City of Noblesville  
 Accounts Payable  
 16 S. 10th St  
 Noblesville, IN 46060  
 United States  
 317-773-4614

**Client Contact:**  
 Misty Shearer  
 (P) 317-776-6368 x 2702  
 MShearer@noblesville.in.us

**Client Executive:**  
 Scott Henson  
 (P) 630.396.6327  
 (F) 630.396.6322  
 shenson@ITsavvy.com

Item Description	Part #	Tax	Qty	Unit Price	Total
1 <b>HP Elite 800 G9</b> Wolf Pro Security - SFF - Core i7 i7-14700 / up to 5.4 GHz - RAM 16 GB - SSD 256 GB - NVMe - UHD Graphics 770 - Gigabit Ethernet - Win 11 Pro - monitor: none - keyboard: US - Smart Buy - with HP 1 year Wolf Pro Security Edition Service - with HP Wolf Pro Security Edition (1 year)	24494153	Y	54	\$1,140.61	\$61,592.94
2 <b>HP 3y NBD Onsite with Active Care DT SVC,3/3/3 wty High-end Desktops,Hardware Onsite Break Fix Suppo</b>	22784134	Y	54	\$33.59	\$1,813.86
3 <b>HP ProBook 460 G11 Notebook</b> Wolf Pro Security - Intel Core Ultra 7 - 155U / up to 4.8 GHz - Win 11 Pro - Intel Graphics - 16 GB RAM - 512 GB SSD NVMe - 16" IPS touchscreen 1920 x 1200 - Gigabit Ethernet - Wi-Fi 6E, Bluetooth 5.3 wireless card - pike silver aluminum - kbd: US - with HP Wolf Pro Security Edition (1 year)	24516409	Y	56	\$1,050.48	\$58,826.88
4 <b>HP ZBook Firefly 16 G11 Mobile Workstation</b> Wolf Pro Security - Intel Core Ultra 7 - 155H / up to 4.8 GHz - Win 11 Pro - RTX A500 - 32 GB RAM - 1 TB SSD NVMe, TLC - 16" IPS 1920 x 1200 - Wi-Fi 6E, Bluetooth 5.3 wireless card - kbd: US - with HP Wolf Pro Security Edition (1 year)	24588644	Y	7	\$2,054.54	\$14,381.78
5 <b>HP 3y Premium Onsite NB,HP ProBook 4xx 1y Warranty G11+,3yr NBD day onsite response. 8am-5pm, Std bu</b>	24539711	Y	56	\$115.82	\$6,485.92
6 <b>HP 3y Premium Onsite MWS,ZBook MWS 1y G11+,3yr NBD day onsite response.8am-5pm, Std bus days excludi</b>	24506471	Y	7	\$203.13	\$1,421.91

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$49,114.12	\$32,966.07	\$52,993.63	\$33,276.59

Subtotal: \$144,523.29  
 Shipping: \$2,851.94  
 Tax: Exempt  
**TOTAL: \$147,375.23**

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

ITsavvy's General Terms and Conditions of Sale, which can be found at [www.ITsavvy.com/termsandconditions](http://www.ITsavvy.com/termsandconditions), shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Southern Computer Warehouse**

1395 S. Marietta Parkway  
 Building 300  
 Marietta, Georgia 30067  
 United States  
 http://www.scw.com  
 (P) 877-GOTOSCW  
 (F) 770.579.8937

**Saved Cart (Open)**

<b>Date</b>	Aug 20, 2024 11:17 AM EDT
<b>Modified Date</b>	Aug 20, 2024 11:17 AM EDT
<b>Quote #</b>	1837062 - rev 1 of 1
<b>Description</b>	
<b>SalesRep</b>	Beasley, Andrew (P) 877-GOTOSCW
<b>Customer Contact</b>	Shearer, Misty (P) (317) 776-6368 MShearer@noblesville.in.us

**Customer**

City of Noblesville IN (CO33501)  
 Shearer, Misty  
 16 S 10th St  
 Noblesville, IN 46060  
 United States  
 (P) 317-773-4614

**Bill To**

City of Noblesville IN  
 Payable, Accounts  
 16 S 10th St  
 Noblesville, IN 46060  
 United States  
 (P) 317-773-4614

**Ship To**

City of Noblesville IN  
 PO, REF  
 16 S 10th St  
 Noblesville, IN 46060  
 United States  
 (P) 317-773-4614

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> GROUND
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
1	HP Inc. - HP Elite 800 G9 Wolf Pro Security - SFF - Core i7 i7-14700 / up to 5.4 GHz - RAM 16 GB - SSD 256 GB - NVMe - UHD Graphics 770 - Gigabit Ethernet - Win 11 Pro - monitor: none - keyboard: US - Smart Buy - with HP 1 year Wolf Pro Security Edition Service - with HP Wolf	A12GYUT#ABA	54	\$1,078.15	\$58,220.10
2	HP Inc. - Electronic HP Care Pack Next Business Day Active Care Service Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for HP Mini Conference G9; Elite 805 G8; Presence 24, Small Space Solution with Zoom Rooms	U17ZGE	54	\$36.50	\$1,971.00
3	HP Inc. - HP ProBook 460 G11 Notebook Wolf Pro Security - Intel Core Ultra 7 - 155U / up to 4.8 GHz - Win 11 Pro - Intel Graphics - 16 GB RAM - 512 GB SSD NVMe - 16" IPS touchscreen 1920 x 1200 - Ethernet, Fast Ethernet, Gigabit Ethernet, IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 80	A1LD8UT#ABA	56	\$977.42	\$54,735.52
4	HP Inc. - Electronic HP Care Pack Premium Onsite Support Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for ProBook 440 G10, 440 G11, 445 G11, 460 G11, 465 G11	U86DVE	56	\$114.32	\$6,401.92
5	HP Inc. - HP ZBook Firefly 16 G11 Mobile Workstation Wolf Pro Security - Intel Core Ultra 7 - 155H / up to 4.8 GHz - Win 11 Pro - RTX A500 - 32 GB RAM - 1 TB SSD NVMe, TLC - 16" IPS 1920 x 1200 - IEEE 802.11b, IEEE 802.11a, IEEE 802.11g, IEEE 802.11n, IEEE 802.11ac, IEEE 802.11ax (Wi-Fi 6E), Bluetooth	A6UF0UT#ABA	7	\$1,935.37	\$13,547.59
6	HP Inc. - Electronic HP Care Pack Premium Onsite Support Extended service agreement - parts and labor (for mobile workstation) - 3 years - on-site - 9x5 - response time: NBD - for ZBook 16 G11, Power G11; ZBook Firefly 14 G11, 16 G11; ZBook Fury 16 G11	U85QTE	7	\$200.49	\$1,403.43

<b>Subtotal:</b>	<b>\$136,279.56</b>
Tax (.0000%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$136,279.56</b>

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

**Disclaimer**

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

