

MUTUAL USE CONTRACT

THIS Contract is made and entered into, effective as of _____, by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and Les Olson Company (the "Company"), a corporation organized and existing under the laws of the State of Utah.

RECITALS

WHEREAS, the Company and the Nevada Board of Regents of the Nevada System of Higher Education ("NHSE"), on behalf of the College of Southern Nevada ("CSN") (the "Originating Government Entity") have entered into that Contract dated February 3, 2020 (Contract 20-123 / Request for Proposal No. 725-KO), which provides for a campus-wide multifunction device (MFD) copier program (the "Company Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities and cooperative purchasing organizations with the authorization of the Company; and

WHEREAS, the City desires to use the Company Contract between the Company and the Originating Government Entity; and

WHEREAS, the City and Company intend to enter into an agreement between themselves using the terms, conditions and specifications of the Company Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. The following documents are hereby incorporated into this Contract: Exhibit "A", Special Conditions (seven (7) pages), attached hereto and made a part hereof, and Exhibit "B" (ninety-two (92) pages in Exhibit B, incl. cover page), the terms, conditions and covenants of the Company Contract, attached hereto and made a part hereof and Exhibit "C", the terms conditions and covenants of the Lease Agreement, attached hereto and made a part hereof. In the event of a conflict between the specific language set forth in this Contract and Exhibits, this Mutual Use Contract shall take precedence followed by Exhibit "A" and Exhibit "B" and Exhibit "C" in that order.
2. As required pursuant to NRS 332.195, the Company hereby authorizes and consents to the City using the terms, conditions and covenants of the Company Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Company Contract to the extent that the same are incorporated herein as a part of this Contract.
3. The Company Contract is based upon the estimated procurement figures of the Originating Government Entity. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Company Contract. The City reserves the right, however, to terminate this Contract and bid or negotiate a new contract if procurements by the City under this Contract are significantly greater than the estimated amounts in the Company Contract.
4. The Contract Amount shall not exceed \$250,000.00 per year.
5. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Company Contract. This performance period is from Award date and continues for a period of sixty (60) months from the date of execution of the Lease Agreement unless this Contract is extended as provided herein. The City may, at its sole option, extend the performance period for up to three (3), one-year periods beyond the sixty (60) month initial term. For the benefit of the City, the City shall provide written notice to the Company of such option extension(s), and the Company may not assume an automatic renewal. Exercise of a one-year option does not commit the City to exercise any further options. The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

In the event that the Company Contract is terminated for any reason, including the failure of the Originating Government Entity to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

6. The City reserves its right to terminate this Contract and its use of the Company Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Company. The City's exercise of its right to terminate herein shall have no effect on the Company Contract between the Company and the Originating Government Entity. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.
7. Any change or modification to the Company Contract between the Company and the Originating Government Entity shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Contract.
8. Unless the content indicates otherwise, references in the Company Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.
9. This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

10. Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
11. Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement 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.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

12. City/Company Representative [CAO - 08/22/2019]

- (a) All routine Company inquiries should be directed to the person identified by the City on the Purchase Order.
- (b) The City designates Peter Rosado as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding matters relating to this Contract, and will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms to the Contract.

- (c) The Company Representative for this Contract is L. Troy Olson, Owner, LTO@lesolson.com. The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contract until written notice to the City is provided by the Company of any change in the person acting in this capacity.

13. Legal Notice [CAO-4/2020]

- (a) Any legal notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: L. Troy Olson, Owner
Les Olson Company
3244 South 300 West
Salt Lake City, Utah 84115
LTO@lesolson.com

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the City or Company Representative, as appropriate.
14. The Company agrees to provide and maintain insurance coverages as defined in Exhibit "A", Section A-4, Insurance for the entire term of this Contract. Certificates of insurance and other required documents must be received and validated as compliant by the City's designated certificate tracking service prior to City execution of the Contract.
15. Certification - No Boycott: By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

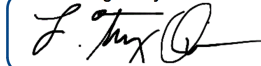
A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving written notice to Company.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS**LES OLSON COMPANY**

DocuSigned by:



9/29/2022 | 4:41 PM PDT

DC706BB5E3784F1...

Signature

Date

Signature

Date

Printed Name

L. Troy Olson

Printed Name

Title

Owner/CBDO

Title

ATTEST:

LuAnn D. Holmes, MMC

Date

City Clerk

APPROVED AS TO FORM:

DocuSigned by:



9/28/2022 | 2:34 PM PDT

00C2067020DE474...

Deputy City Attorney

Date

Timothy J. Geswein

Printed Name

EXHIBIT A - SPECIAL CONDITIONS**A-1 Contract Overview**

This Contract sets for the Services to be provided by the Company on the MFD's to be leased by the City from the Financial Institution pursuant to the separate Lease Agreement. This is a Non-exclusive Contract.

A-2 Pricing and Payment

- (a) Monthly Fee Payments. Subsequent to agreement reached by the City and Company as to the number of MFD's to be installed at various City locations, including the model and added options, the City shall pay each month to the Company the Cost per Print Fee and any After-Hours Fee that the City may have incurred for the prior month, based on the pricing set forth in subsections (b) of this Section. In addition to these fees, the City shall pay the monthly lease fee to the Financial Institution as required under the Lease Agreement, which is based on the Monthly Base Lease Fee and the Added Options Fee, interest/financing rate and term of the Lease Agreement.
- (b) Monthly Base Cost and Cost per Print Fee. The City will pay the Company the fixed Monthly Base Cost per MFD and the fixed Cost per Print Fee as follows:

Sharp Model/Accessory	City of Las Vegas	Monthly Base Cost per machine	Cost Per Print - B&W/Color
DX-B352P	Single Function B/W Printer	\$5.89	\$0.0159/NA
MX-B376WH	37ppm Letter/Legal B&W MFP	\$20.00	\$0.0099/NA
BP-70M36	36 ppm B&W Multifunction Document System	\$47.08	\$0.0055/NA
BP-70M55	55 ppm B&W Multifunction Document System	\$62.17	\$0.0055/NA
BP-70M65	65 ppm B&W Multifunction Document System	\$79.67	\$0.0055/NA
MX-C303WH	30ppm Letter/Legal Color MFP	\$27.56	\$0.015/\$0.10
MX-C357F	35ppm Letter/Legal Color MFP	\$31.28	\$0.0215/\$0.0925
BP-70C31	31 ppm Color Multifunction Document System	\$58.47	\$0.0068/\$0.04
BP-70C45	45 ppm Color Multifunction Document System	\$79.27	\$0.0068/\$0.04
BP-DE12	2 Paper Trays	\$3.29	NA
BP-DE14	3 Paper Trays	\$7.11	NA
BP-DE15	4 Paper Trays (2 Tandem)	\$9.85	NA
BP-FN11	50 Sheet Inner Staple Finisher	\$8.21	NA
BP-FN13	1K Stacking 50 Sheet Staple Finisher	\$17.51	NA
BP-FN14	1K Stacking 50 Sheet Staple/Saddle Stitch Finisher	\$21.35	NA
BP-FN15	3K Stacking 65 Sheet Staple Finisher	\$23.54	NA
BP-FN16	3K Stacking 65 Sheet Staple/Saddle Stitch Finisher	\$41.05	NA
BP-FX11	Fax Module	\$6.03	NA
BP-RB10	Paper Pass Unit	\$4.59	NA
BP-TR12	Right Side Exit Tray	\$1.95	NA
BP-TU10	Center Exit Tray (required if no finisher selected)	\$1.14	NA

MX-PN14B	3 Hole Punch Unit (based on finisher selected)	\$3.84	NA
MX-PN15B	3 Hole Punch Unit (based on finisher selected)	\$3.84	NA
MX-PN16B	3 Hole Punch Unit (based on finisher selected)	\$3.84	NA
SURGE-15	Surge Protector	\$2.30	NA
SURGE-20	Surge Protector	\$2.63	NA
RDR HID	Proximity Card Reader (for PaperCut)	\$4.43	NA
PaperCut MX	PaperCutMF Embedded License (includes 5 years maintenance/support)	\$13.99	NA

(c) All MFD's leased as outlined in Exhibit C, Lease Agreement shall be for sixty (60) months and pricing shall remain firm through the entire term of the Contract to include any options year(s) if exercised by the City.

(d) This Contract coverage includes, but it not limited to the following City locations listed below:

Facility Name	Address
Charleston Heights Arts Center	800 Brush St
City Hall	495 S Main St
City Hall Parking Garage	500 S Main St
CopperTop	416 N 7th street
Detention Administration Bldg	3300 Stewart Ave
Detention Control Bldg	3200 Stewart Ave
Detention Field Services Trailers	3150 Stewart Ave
Detention Lieutenant Building	3140 Stewart Ave
Detention NW Sub Station	6841 W Lone Mountain
Detention Training	3100 Stewart Ave
Development Services Center	333 N Rancho Dr., Ste. 541
Doolittle Community Center	1950 N J St
Downtown Senior Service Center	310 S 9th St
Dula Gym	441 E Bonanza Rd
East Las Vegas Community / Senior Center	250 N Eastern Ave
Emergency Operations Center (LVV EMC) - West Service Center	7551 Sauer Dr.
Facilities Management / TEFO - East Service Center	3104 E Bonanza Rd
Field Operations - West Service Center	2875 Ronemus Dr.
Fire Admin & Station #1	500 N Casino Center Blvd
Fire Equipment Services Center - East Service Center	3140 E Bonanza Rd
Fire Station #10	1501 S Martin L King Blvd
Fire Station #3	2645 W Washington Ave
Fire Station #44	7701 W Washington Ave
Fire Station #48	9133 Elkhorn Rd

Fire Station #7	10101 Banbury Cross Dr.
Fire Station 47	911 Ridge Pine St
Fire Training Center	633 N Mojave Rd
Fire Warehouse - East Service Center	3116 E Bonanza Rd
Historic Fifth Street School	401 S 4th St
Howard Lieburn Senior Center	6230 Garwood Ave
Las Vegas Senior Center	451 E Bonanza Rd
Old City Hall	400 Stewart Ave
Parks & Open Spaces Admin - East Service Center	3124 E Bonanza Rd
Records Storage Facility - West Service Center	2825 Ronemus Dr.
Regional Justice Center	200 Lewis Ave
Salvation Army	1581 N Main St
Sanitation Maintenance / IT Addition - West Service Center	2900 Ronemus Dr.
TEM / OIT Lab - West Service Center	3001 Ronemus Dr.
The Animal Foundation	655 N Mojave Rd
Traffic Signal Repair Shop	2824 E Charleston Blvd
Vehicle Services - Bldg B - East Service Center	3128 E Bonanza Rd
Vehicle Services Building - West Service Center	2950 Ronemus Dr.
Veterans Memorial Leisure Services Center	101 S Pavilion Center Dr.
WPCF	6005 E Vegas Valley Dr.

A-3 Invoices [CAO-9/2020]

- (a) The Company shall timely submit a detailed invoice to the City in accordance with Section A-2 Pricing and Payment within sixty (60) days after Services performed for the quantities delivered and accepted. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor

Las Vegas, NV 89101 – 2986

- (c) A duplicate copy of the invoice is to be sent to the City's designated representative at jlancaster@lasvegasnevada.gov.
- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice.

A-4 Insurance [CAO-3/31/2022]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
 - (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide

shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.

The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company

A-5 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section A-2, Insurance, and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any

insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

A-6 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

A-7 Conflict of Interest (City Officials) [CAO-4/2020]

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

A-8 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to

remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

A-9 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

EXHIBIT B - COMPANY TERMS, CONDITIONS & COVENANTS

LIST OF DOCUMENTS

<u>Section</u>	<u># Pages</u>
CSN Contract 20-123 / RFP 725-KO.....	91

THE NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE"), ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA ("CSN")

CONTRACT TO PROVIDE MULTIFUNCTION DEVICE (MFD) COPIER PROGRAM FOR THE COLLEGE OF SOUTHERN NEVADA

This Contract 20-123 ("**Contract**") is made effective as of February 3, 2020 (the "**Effective Date**") by and between the Board of Regents of the Nevada System of Higher Education ("**NSHE**"), on behalf of the College of Southern Nevada ("**CSN**" or "**Customer**") and Les Olson Company, a Nevada Corporation EIN #870324153 ("**Contractor**"), and is based on the following facts:

RECITALS

Customer requires a contractor that can provide a multifunction device ("**MFD**" or "**Equipment**") Copier Program.

On October 1, 2018, Request for Proposal No. 725-KO (the "**RFP**") was issued seeking proposals from qualified contractors to provide a campus-wide multifunction device (MFD) Copier Program.

On November 8, 2018, Contractor submitted a proposal ("**Proposal**") in response to the RFP. The Proposal was later modified by Contractor's "Best and Final Offer" on November 13, 2019.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

AGREEMENT

ARTICLE I TERM

A. INITIAL TERM: The Contract shall commence once all the initial devices have been delivered and installed ("Commencement Date") and will remain in effect for five (5) years, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B. RENEWAL TERM: Upon mutual written agreement this Contract may be renewed for up to five (5) additional one-year terms ("**Renewal Term(s)**" or "**Term(s)**").

B. CONTRACT EXTENSION: Without renewing the Term of this Contract, CSN shall have the right to extend this Contract for up to one hundred twenty (120) calendar days from its expiration date of the then applicable Term for any reason. Should CSN exercise its right to extend this Contract for one hundred twenty (120) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which CSN requests additional services.

C. COTERMINOUS: All Equipment placed under the Contract shall be coterminous with the Term of the Contract unless it is removed. Regardless of when installed, each MFD and/or accessory placed under the Contract shall have the same termination date as the Contract unless it is removed in which case the termination date is the removal date.

D. NEW INSTALLATIONS: CSN may add MFDs as requested throughout the Term of the Contract at the Contract pricing and these new installations shall run coterminous with the MFD's already on Contract.

ARTICLE II SCOPE OF WORK

Contractor shall provide the services as set forth below (the "**Services**") which shall include any applicable Deliverable(s)). The Services do not include fax only machines, desktop laser printers, inkjet printers or production digital presses. All Equipment shall be newly manufactured or manufactured from new parts. Equipment specifications and network requirements are set forth in Exhibit A. Accessibility Conformance Report – Color Multifunction Document System are set forth in Exhibit A1. Accessibility Conformance Report – Monochrome Multifunction Document System is attached as Exhibit A2. Sales Order Form - Equipment is set forth in Exhibit A3. Sales Order Form – PaperCut is set forth in Exhibit A4.

The Contractor will provide the MFDs, accessories, installation, dedicated support, training, maintenance and all consumable supplies (i.e., toner/dry ink, developer, and fuser oil – excluding staples and paper).

All Equipment provided under the Contract should be new from new parts or newly manufactured Equipment except as otherwise provided herein.

CSN Auxiliary Services will provide internal management and administration for the CSN main campuses and all CSN satellite campuses.

A. College of Southern Nevada Locations

This Contract coverage includes the following CSN campuses and locations:

- Charleston Campus, 6375 W. Charleston Blvd. Las Vegas, NV 89146
- Henderson Campus, 700 College Dr. Henderson, NV 89002
- North Las Vegas Campus, 3200 East Cheyenne Ave. North Las Vegas, NV 89030
- Moapa Valley Center, 2400 N. St. Joseph St. Logandale, NV 89021
- Mesquite Center, 140 N. Yucca Street Mesquite, NV 89027
- Green Valley Center, 1560 W. Warm Springs Road Henderson, NV 89014
- Western Center, 4601 W. Bonanza Rd. Las Vegas, NV 89107
- Nellis AFB Center, 4475 England Ave., Suite 318 Nellis AFB, NV 89191
- Sahara West Center, 2409 Las Verdes Street Las Vegas, NV 89102
- Summerlin Center, 333 Pavilion Center Drive Las Vegas, NV 89144
- Water Street Offices, 303 S. Water Street Henderson, NV 89015

B. Equipment Removals

Customer may remove equipment from the Contract without replacing it at any time without penalty subject to an annual ten percent (10%) cap, provided that the ten percent (10%) cap would not apply during the last three (3) months of the Term if Customer is not renewing the Contract. Upgrades and downgrades shall not be included as part of this ten percent (10%) cap and Customer shall be able to upgrade/downgrade equipment at any time without penalty.

C. Equipment and Network Security

Each device has AES256 bit encryption, pin printing (secure release), IP and MAC filtering and up to 7 times data overwrite.

D. Remote Monitoring and Reporting Tool Component

CSN currently uses PaperCut MF software to track prints and copies made by users and departments for billing reconciliation purposes. Contractor must ensure that its monitoring software and Equipment is compatible with the PaperCut MF software to provide the following capabilities:

- a. Track the number of monochrome and color print and copy jobs by user or department
- b. Track the number of simplex/duplex jobs per user or department
- c. Manage consumable supply levels for proactive supply replenishment
- d. Monitor device service codes for proactive service dispatch and response
- e. Track student prints in labs and allow students to release print jobs over the web and via a print release station
- f. Allow students to authenticate to any device on any campus or site and have their student account bill for copies
- g. Allow students to credit their print/copy account over the web or at other areas designated by the college
- h. Provide automated and on-demand detailed reports of all tracked items

- i. Work in a Windows and Macintosh environment
- j. CSN will supply a compatible server environment to host the Contractor's software tool and the print release stations for the student labs

E. Supply Expectations

The Contractor will be responsible for a "just in time" inventory management of all consumable supplies (excluding paper and staples) and must meet the following expectations:

- a. Toner may be off-brand or remanufactured as long as it performs to the same levels as Original Equipment Manufacturer (OEM) toner.
- b. Toner that is deemed to malfunction will be replaced at the cost of the Contractor
- c. All other consumables must meet OEM specifications
- d. The Contractor will work with CSN to determine the appropriate place(s) to store a supply of toner and other consumables
- e. The Contractor will retain ownership of all consumable inventory

F. Service and Support

- a. Service and support will be available to CSN from 8:00 am to 5:00 pm Monday through Friday except for CSN recognized holidays.
- b. Service and support will be provided for all devices at all locations.
- c. The maximum distance between machines serviced under the SLA is 30 miles. Any device located outside the 30-mile maximum distance will be supported via phone support.
- d. Target response time for service will be within four business hours.
- e. Achievement of target response time will be at 95%. On a quarterly basis, Contractor will be required to demonstrate if target response time of 95% was met.
- f. Equipment uptime must be maintained at 95%. On a quarterly basis, Contractor will be required to demonstrate if Equipment uptime was met.
- g. Contractor will provide monthly meter reads to include device serial number, device model number, location, previous month's meter read, current month's meter read, and current month's impression count.
- h. Contractor will be required to meet with CSN staff quarterly for a comprehensive review of print management program.
- i. If device relocations are required within or among campuses and sites, Contractor will be responsible to facilitate such moves at no charge.

G. Implementation

Contractor is responsible for the delivery, installation, configuration, and testing of MFDs during the deployment period(s). Contractor will work with CSN to coordinate the timing and locations of device installations.

Prior to installation, Contractor will complete a survey of each location to verify space, network drops, phone lines and any other information necessary for a seamless transition. Contractor will provide orientation meetings for applicable CSN employees explaining how the transition will occur. During this orientation, Contractor will provide information about the company, unique machine features and supply ordering. A hands-on, pre-training may be requested by CSN.

Contractor will place the equipment in the staging areas with each machine containing detailed information such as location, contact information, and an identification sticker. Contractor will remove the existing

machines into storage/staging areas that allow the previous contractor to easily access their equipment. Contractor will then move each new machine to its designated location and install it. Contractor will work with CSN to ensure proper communication is provided to the previous contractor to facilitate the pick-up of the old equipment. Any future deployments will be handled similar to the initial install.

Contractor will provide two (2) concurrent escorted teams that will be dispatched throughout the CSN locations, with the intent to fully install within six weeks after execution of this Contract.

H. Staff Training

Proper and complete end user training enables greater customer satisfaction and offers the ability to maximize the use of the newest technology that our equipment provides. Therefore, the Contractor shall provide training during the life of the contract. Contractor's installation team will train CSN end users to use equipment to its full potential during the installation period. If additional training times are necessary or simply requested, Contractor will coordinate with CSN staff to ensure end users are able to proficiently use the equipment.

I. Service Level Agreements (SLAs)

Time, Maintenance and Service Response Times:

Contractor will respond to the service requests within 4 business hours. Preventive maintenance requests made by the machine will be responded to within the service level agreement timeframe. The performance of the preventive maintenance will be scheduled with the end user of the device to ensure the routine service is performed at a convenient time and is not disruptive to work flow. Maintenance and repair visits will be conducted as efficiently and quickly as possible so as to not interfere with normal working conditions.

Guaranteed Fleet Operations Up-Time %:

Contractor Company commits to maintain the guaranteed uptime percentage of 95%. Contractor will accomplish this by utilizing the staffing and redundancy plans.

J. Billing Procedures

A dedicated Contractor billing staff member will be assigned to CSN's account to ensure consistency in billing and to provide you with someone that can address billing discrepancies, changes or disputes quickly. Meters will be collected from all devices covered under contract. The collection of these meters will be done electronically, as much as possible, through data collection agent tools such as FM Audit, MICAS, or PaperCut (where applicable). Meter reading reports will include the device serial number, device model number, location, previous month's meter reading, current month's meter reading, and current month's impression count. Copies that are unusable due to poor copy quality, paper jams and malfunctions of the machine will be deducted from the machine's monthly copy count for invoicing. The monthly meter report billing will be provided by the last day of the month for the prior month in a format agreed upon by both parties. Service billing will be in arrears and Contractor will provide one paper hard copy and an electronic monthly invoice summarizing billing for all equipment included in this contract.

K. Entire Agreement

This Contract, together with all attachments, addenda, and exhibits, the RFP, the Contractor's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and the Proposal (including all modifications and clarifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. Contractor's order forms shall not modify or add to the terms of this Contract and shall only be valid with respect to quantity, price, and model. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict

among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Contractor's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and (4) the Proposal (including all modifications and clarifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify CSN immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable.

CSN may, at its sole option, develop additional job-specific scopes of work ("**Scopes of Work**" or "**SOW**"). In the event that CSN elects to request additional services from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

ARTICLE III CONSIDERATION

CSN is not required to purchase a minimum amount or quantity of work or Service hereunder. The pricing includes the cost for service inclusive of all preventive maintenance and service calls, parts, labor and all other charges required to keep the MFD Equipment fully operational and maintained in good working order, including copying, network printing and scanning and faxing in the standard college environment. Services for partial months shall be billed on a pro rata basis, based on a thirty (30) day billing month.

All Contractor prices are inclusive of expenses. No Product shall have a monthly minimum copy allowance or requirement. Paper and staples are not included in the MBC and will be billed separately.

Prices are to remain firm for the Initial Term of this Contract. Contractor shall offer discounted pricing for existing MFD's at the time of renewal.

All pricing for Equipment use and maintenance service for CSN under this Contract is based upon a set Monthly Base Cost plus Meter Clicks. Costs are inclusive of the base device Equipment and accessories inclusive of all specifications as outlined in Exhibit A, delivery, installation and set-up, training, consumable supplies (except staples and paper) and Technicians to provide parts, maintenance and services as describe herein. There shall be no minimum annual color or monochrome volume guarantees. There will be no maximum usage limitations.

Contractor's pricing for CSN is subject to the following provisions.

- a. Scanning and outgoing faxing in the Departmental Office MFD Group shall be at no cost.
- b. There shall be no percentage (%) of ink coverage charge.
- c. The proposed meter rate shall be for all sizes: 8-1/2 x 11", 8-1/2 x 14" and 11 x 17", etc.
- d. There shall be no surcharges (fuel, mileage, etc.) for maintenance and service calls or supply/parts delivery placed during the term of this Contract.
- e. There shall be no charge for training.
- f. There will be no charge to CSN for Moves of MFD Equipment to and between CSN campus locations performed by Contractor.

Meter Costs:

DESCRIPTION	UNIT COST	
Meter Click – Monochrome (All MFD's except those under a Purchase Warranty) Year 1	\$0.0025	per print
Meter Click – Color (All MFD's except those under a Purchase Warranty) Year 1	\$0.0299	per print
Meter Click – Monochrome (All MFD's except those under a Purchase Warranty) Year 2 - 5	\$0.0059	per print
Meter Click – Color (All MFD's except those under a Purchase Warranty) Year 2 - 5	\$0.0420	per print

Equipment Costs:

DESCRIPTION	EQUIPMENT MODEL	MONTHLY BASE COST	
Color Digital MFD	Sharp 2651	\$56.75	per machine per month
Monochrome Digital MFD	Sharp M5071	\$64.18	per machine per month

Papercut One-Time Costs:

DESCRIPTION	TIER	One-Time Costs	
PaperCutMF transfer licenses for existing 97 devices	Not Applicable	\$11,931.00	
PaperCut maintenance and support for existing 97 devices	Not Applicable	\$20,952.00	60 months of support for 97 devices
PaperCutMF license for new licenses that are added	50 – 99 existing licenses	\$281.00	per machine
PaperCutMF license for new licenses that are added	100 – 199 existing licenses	\$281.00	per machine

Papercut Annual Costs:

DESCRIPTION	TIER	5 Years	
PaperCutMF maintenance and support for licenses that are added	50 – 99 existing licenses	\$220.00	per additional machine
PaperCutMF maintenance and support for licenses that are added	100 – 199 existing licenses	\$220.00	per additional machine

Other Costs:

Description	Cost
Carton of Staples (includes 3 refills each containing 5,000 staples) 15,000 staples total	\$64.00

After Hours Service (outside of Business Hours) includes all part and supplies	\$195.00 per hour
Card Reader	\$3.45 per device per month
Hard Drive Removal	\$175.00 each

In the event that CSN requests additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and CSN, but in no case will payments for such additional services be made until such services are performed and accepted by CSN. Any such payments and any such payment schedules shall be as negotiated between CSN and Contractor prior to the commencement of any work or Services.

All products/Deliverable(s) shall be shipped FOB destination. Contractor is responsible for all shipping costs.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

ARTICLE IV DEFAULT

A. DEFAULT BY CONTRACTOR

CSN shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, CSN shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund CSN a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the CSN reserves the right to hold Contractor responsible for any actual, consequential, and incidental damages.

B. DEFAULT BY CSN

Contractor shall provide CSN written notice of any material breach of this Contract. Should CSN fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by CSN, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, CSN hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Contractor shall be fully responsible for and shall indemnify CSN for any acts or omissions of any contractors, subcontractors, design builders, sub design builders, architects, sub architects, engineers, consultants, sub consultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by CSN. The required insurance shall be in effect on or prior

to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

1) Commercial General Liability –

- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office (“ISO”) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Professional Liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

Cyber Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

- 2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit (“CSL”) of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- 3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from CSN. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
- 4) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/CSN as an additional insured.
- 5) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by CSN. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 6) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect CSN without sixty (60) days' prior written notice to CSN and the notices required by this paragraph shall be sent by certified mail to CSN;

- Send to CSN a facsimile or email copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to CSN within three (3) business days upon its receipt;
 - Provide CSN with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by CSN; and
 - Immediately notify CSN in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows—
- Contractor and parties contracting directly with CSN must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any insurance or self-insurance available to CSN shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows— "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of CSN.
- 10) Ensure that its insurance policies be -
1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
 2. Currently rated A.M. Best as A - IX or better.
- 11) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to CSN:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/CSN NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/CSN in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract. In no event shall any official, officer, employee, or agent of Contractor in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied.

C. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless NSHE/CSN, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/CSN will be entitled to employ

separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/CSN, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/CSN or admit or attribute to NSHE/CSN any fault or misconduct.

Contractor shall indemnify, defend and hold harmless NSHE/CSN, their officers, regents, employees, and agents from and against any and all actions, claims, assertions or threats thereof alleging that the Equipment, Licensed Software or Diagnostic Software infringes or misappropriates any patent, trade secret, copyright or other intellectual property right (collectively "IP Claim(s)"). Excluded from this indemnity are claims arising from Customer's misuse or unauthorized modification of the Equipment, Licensed Software or Diagnostic Software. In the event of an IP Claim, Contractor shall a) obtain for Customer the right to continue using such Equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is feasible, then c) remove such Equipment and replace it with Equipment of comparable functionality. In the case of a final award of damages in any suit or proceeding, Contractor will pay such award.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by CSN for the performance of this Contract. If sufficient appropriations and authorizations are not made by CSN, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by CSN to Contractor, and Contractor shall immediately refund CSN any pre-paid or advance unearned payments it made to Contractor.

B. ASSIGNS AND SUCCESSORS

Customer has no right to sell, transfer, assign or sublease the equipment of this contract without Contractor's prior written consent. Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of Customers. Notwithstanding the foregoing, Contractor may assign this Contract to a successor by merger or a purchaser of substantially all of its assets provided the assignee assumes all of Contractor's obligations under the Contract and is approved in Customer's Supplier Registration.

C. COMPLIANCE

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

D. CONFIDENTIALITY

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs (whether by ownership or license) to CSN, whether originals or copies. Contractor acknowledges that CSN would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without CSN's prior written approval.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment

from any state agency or local public body. Contractor agrees to provide immediate notice to CSN in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

F. CONFLICT OF INTEREST

Contractor acknowledges that employees and members of NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. Consultant shall provide prompt written notice of any and all relationships to which Consultant becomes aware that might be a conflict of interest. Consultant represents and warrants that Consultant shall not cause a violation of Nev. Rev. Stat. § 281A.400.

G. EQUAL EMPLOYMENT OPPORTUNITY

CSN is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, sexual orientation, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, CSN may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund CSN any prepaid or advance unearned monies that CSN paid to Contractor.

H. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

I. HEADINGS AND INTERPRETATION

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words "including," "including without limitation," and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

J. INDEPENDENT CONTRACTOR

Contractor expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of CSN, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless CSN from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

K. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

L. NOTICES

Written notices required under this Contract shall be sent by certified mail (return receipt requested), a nationally recognized overnight courier with tracking capability, or by email to the following:

CSN as follows: Director of Purchasing
 College of Southern Nevada
 3200 East Cheyenne Avenue
 North Las Vegas, NV 89030

Contractor as follows: L. Troy Olson, Chief Business Development Officer
 Les Olson Company
 3244 South 300 West
 Salt Lake City, Utah 84115

M. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or CSN customer/user data that may result from its efforts, as related to this Contract, are the property of CSN and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of CSN. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew CSN's rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

N. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. CSN is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/CSN State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to CSN in the event the license is no longer valid.

O. TERMINATION FOR CONVENIENCE

CSN shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from CSN to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination,

and shall provide any substantiating documentation requested by CSN. In the event of such termination, CSN agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

P. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

Q. USE OF NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; College of Southern Nevada; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**"). Contractor further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of CSN.

R. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

S. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) CSN supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("**MWDBE**") to compete for contracts awarded by CSN. CSN also supports efforts to encourage local businesses to compete for CSN contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, CSN supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the CSN prime Contract. The report must be available to CSN by September 15th of the applicable Contract year, and should contain the following information:
 - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - b) A description of the goods or services purchased; and
 - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- 4) A Contractor with other contracts with CSN should report in accordance with the above requirements if the aggregate annual spend of CSN exceeds One Million Dollars (\$1,000,000).

T. JOINDER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. NSHE/CSN is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

U. AUDIT

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon CSN's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely

manner, allow CSN, CSN's internal auditor or a third party auditor retained by CSN to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

V. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for CSN or on CSN owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for CSN or on CSN Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by CSN representatives may be made of persons, personal effects, lockers, or other storage areas on CSN Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto CSN Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

W. SUSTAINABILITY

- a) A key focus of CSN is to minimize the impact the procurement of goods and services has on the local environment. CSN is committed to sustainable economic, social, and environmental practices in all operations involving CSN. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- b) CSN may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by CSN.
- c) All electronic Equipment CSN purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated Equipment will improve CSN's energy and financial performance while distinguishing our institution as an environmental leader.
- d) Customer is committed to becoming sustainable campuses. As such, Customer strives to purchase goods and services that promote environmental stewardship and effective sustainability practices. Therefore, Customers are striving to integrate recycled content paper for use in all college copiers. Contractor affirms that the use of this recycled paper will not cause the Equipment to perform under the uptime performance that is stated by Contractor.
- e) Contractor shall help CSN reduce its environmental footprint by instilling more responsible behaviors across the user base and by leveraging industry best practices and technology to meet sustainability goals. Categories include:

Goal	Customer Value	Benefit to the Environment	Contractor Capability
Reduce Energy Consumption and GHG Emissions	<ul style="list-style-type: none"> Reduction in operational costs. Progress toward sustainability goals. 	<ul style="list-style-type: none"> Reduction in energy + GHG emissions. 	<ul style="list-style-type: none"> Optimize and modernize print assets adequate for need.
Achieve Responsible Printing	<ul style="list-style-type: none"> Reduce supplies and media expenses. Progress toward sustainability goals. 	<ul style="list-style-type: none"> Reduce the number of paper sheets misused. 	<ul style="list-style-type: none"> Use gamification techniques to promote and educate responsible print behaviors.
Minimize Waste	<ul style="list-style-type: none"> Reduce disposal costs and recycling costs. Progress toward sustainability goals. 	<ul style="list-style-type: none"> Reduce volume of solid waste generated. 	<ul style="list-style-type: none"> Cartridge-free printing, consumable recycling.
Digital Transformation	<ul style="list-style-type: none"> Reduction in print costs. Speed. Improved productivity. 	<ul style="list-style-type: none"> Resource conservation. 	<ul style="list-style-type: none"> Convert paper interactions to digital.
Continuous Monitoring	<ul style="list-style-type: none"> Proactively identify issues—cost avoidance. 	<ul style="list-style-type: none"> Reduce unwanted prints. 	<ul style="list-style-type: none"> Monitor and generate real-time reports on overall print behaviors.

X. WARRANTY

Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

Contractor warrants that the Equipment will be free from defect and operate in accordance with its specifications and contains all of the functionality set forth in this Contract, the RFP and the Proposal.

Contractor represents and warrants that (i) the Customer Web-Based site provided by Contractor operates in a manner that is compliant with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), including to the extent applicable conform to the accessibility requirements of WCAG 2.0 AA standards and (ii) the Equipment complies with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973.

Except as provided in the contract, Company makes no representations or warranties, express or implied, oral or written, including, without limitation, implied warranties of non-infringement, implied warranties of merchantability, or fitness for a particular purpose, all of which are specifically and unreservedly excluded.

Y. PCI COMPLIANCE

Equipment enabled for use of credit/debit cards shall be PCI compliant.

Z. REMOTE ACCESS

All remote access to CSN systems shall be monitored by the CSN and Contractor shall immediately disconnect the access to CSN systems after providing the requested assistance. In no event shall Contractor keep or download any CSN data or CSN User Data from the systems except as necessary and only for the duration necessary to provide the Services.

aa. ACCESSIBILITY

Customer strives to make their programs and services accessible to persons with disabilities pursuant to the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973. Contractor's goods and services shall comply with these guidelines wherever feasible and reasonably available.

Contractor must provide some Equipment that allows access to Equipment for those who may have physical, visual, or hearing impairments in required departments. That Equipment will be identified by Customer prior to installation.

Except as provided in this Section aa, the Contractor warrants and represents that the services, products, and/or software, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 A&AA (also known as ISO standard, ISO/IEC 40500:2012) and Section 508 of the Vocational Rehabilitation Act. Contractor will demonstrate that the services, products, and/or software meet the accessibility standards by providing CSN with a completed Accessibility Conformance Report – Color Multifunction Document System (Exhibit A1) and Accessibility Conformance Report – Monochrome Multifunction Document System. To the extent that the services, products, and/or software fail to meet the WCAG 2.0 AA and Section 508 standards, the contractor shall describe, by using the Conformance Report – Color Multifunction Document System (Exhibit A1) and Accessibility Conformance Report – Monochrome Multifunction Document System (Exhibit A2), its plan for service/product/software compliance, and the contractor will support the institution in providing equally effective alternate access for non-conforming products until the product is fully conformant as demonstrated in the contractor's accessibility documentation. For any new Equipment added to this Contract, Contractor and Customer will confer regarding compliance and Contractor will update Exhibit A3 or A4 as applicable. The Contractor shall indemnify and hold the Institution harmless in the event of claims arising from inaccessibility related to the Equipment and/or Services.

bb. PUBLIC RECORDS

Notwithstanding anything to the contrary in this Agreement, Client a constitutionally created entity of the State of Nevada is subject to the Nevada Public Records Act, Nev. Rev. Stat. §239.010 (the "Act"). Company acknowledges and agrees that as such, (i) this Contract, any proposal, or order; (ii) the pricing; or (iii) any other document not marked confidential may be disclosed without notification to Company upon a valid request under the Act. Any statements in Contractor's order forms that such document is "confidential" are to be considered deleted and are of no force or effect, regardless of where such statement appears in the document.

cc. DELEGATION

An authorized representative with delegated authority shall be empowered to execute individual orders for Equipment on behalf of Customer.

dd. OWNERSHIP, USE, MAINTENANCE AND REPAIR

Contractor owns the Equipment and Customer has the right to use the Equipment under the terms of this Lease. Customer must keep the Equipment free of liens. Customer may not remove the Equipment from the installed addresses without first obtaining Contractor approval. Customer agrees to: (a) keep the Equipment in Customer's exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give Contractor reasonable access to inspect the Equipment and its maintenance and other records.

ee. LOSS OR DAMAGE

If any item of Equipment is lost, stolen or damaged Customer will, at Customer's option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to Contractor; or (b) pay Contractor the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, 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 effected item(s) of Equipment. This is in effect except where Contractor has possession of equipment. We will then transfer to Customer all our right, title and interest in the effected item(s) of Equipment as-is and where-is, without any warranty as to condition, title or value. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve Customer of Customer's payment obligations hereunder.

ff. END OF TERM OPTIONS; RETURN OF EQUIPMENT


At the end of the Term and/or any extensions, and upon 30 days prior written notice to Contractor, Customer shall either: return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment as-is and where-is, without any warranty as to condition, title or value, for the Fair Market Value, plus applicable sales and other taxes. If Customer does not provide Contractor with such written notice and either return all of the Equipment or purchase all of the Equipment at the end of the Term, then this Lease will automatically renew on a month-to-month basis and all of the provisions of this Lease shall continue to apply, including, without limitation, Customer's obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to Contractor (either because we demand return of the Equipment or Customer decides to return the Equipment) or purchased by Customer for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If Customer is in default or Customer does not purchase the Equipment at the end of the Term (or the Renewal Term), Contractor shall work with customer to arrange to pick up, return and securely remove all data from all disc drives or magnetic media prior too returning the equipment in a timely manner, in accordance with the terms of this contract.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

LES OLSON COMPANY

APPROVED:


BY:


L. Troy Olson, Chief Business Development Officer


Date

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA**

RECOMMENDED:

BY:  1/29/2020
Rolando Mosqueda, AVP of Procurement and Auxiliary Services Date

APPROVED:


BY:  1/30/20
Mary Kaye Bailey, Vice President for Finance and Administration Date

EXHIBIT A
EQUIPMENT SPECIFICATIONS AND NETWORK REQUIREMENTS
 (CSN MFD MINIMUM REQUIREMENTS FOR THE BLACK AND WHITE MACHINE)

Specification	Model	Explain how the specification will be met or proposed alternative solution
Device Type	<ul style="list-style-type: none"> • Copy/Print/Scan 	<ul style="list-style-type: none"> • MX-M5071
Model Type	<ul style="list-style-type: none"> • Stand 	<ul style="list-style-type: none"> • Yes
Copy/Print Resolution	<ul style="list-style-type: none"> • Print Minimum 600 x 600 DPI • 256 Levels Grey Scale 	<ul style="list-style-type: none"> • Yes
Acceptable Original Sizes	<ul style="list-style-type: none"> • Up to 11" x 17" 	<ul style="list-style-type: none"> • Yes
Output Speed	<ul style="list-style-type: none"> • 50 ppm 	<ul style="list-style-type: none"> • 50 ppm
First Page Output Speed	<ul style="list-style-type: none"> • Less than 6 Seconds 	<ul style="list-style-type: none"> • Yes
Document Feeder	<ul style="list-style-type: none"> • 75 Sheets • Up to 11" x 17" 	<ul style="list-style-type: none"> • Yes
Duplexing	<ul style="list-style-type: none"> • 1:1, 1:2, 2:2, 2:1 	<ul style="list-style-type: none"> • Yes
Reduce/Enlarge	<ul style="list-style-type: none"> • 20 – 400% in 1% Increments 	<ul style="list-style-type: none"> • Yes
Number of Paper Drawers And Capacity	<ul style="list-style-type: none"> • 4 Adjustable Trays • Paper capacity of 2,000 sheets 	<ul style="list-style-type: none"> • Yes
Bypass Tray and Capacity	<ul style="list-style-type: none"> • Standard / 50 sheets minimum 	<ul style="list-style-type: none"> • Yes
Paper Weights & Types	<ul style="list-style-type: none"> • 16 lb. bond to 80lb cover • Transparencies and Labels 	<ul style="list-style-type: none"> • Yes
Output Tray Capacity	<ul style="list-style-type: none"> • Standard office catch tray up to 250 sheets 	<ul style="list-style-type: none"> • Yes
Finisher	<ul style="list-style-type: none"> • Online multi-position stapling 	<ul style="list-style-type: none"> • Yes
Scanning (Installed)	<ul style="list-style-type: none"> • Speed: Minimum 75PPM • Minimum Res. 600 x 600 DPI • Image Formats: PDF, TIFF (single or multi page). • Scan to E-mail, Desktop. • Scan ahead, ability to scan documents while machine is processing jobs. 	<ul style="list-style-type: none"> • Yes

Networking (Installed)	<ul style="list-style-type: none"> Ethernet 10/100/1000 Base-T, High-speed USB 2.0, Wi-Fi 802.11n and Wi-Fi Direct with optional Wi-Fi Kit (concurrent wired and wireless connections supported), NFC Tap-to-Pair; Mobile & Cloud based services 	<ul style="list-style-type: none"> Yes
Device Memory	<ul style="list-style-type: none"> 2 GB 	<ul style="list-style-type: none"> Yes
Device Processor Speed	<ul style="list-style-type: none"> 1.05 GHz Dual-Core (or Comparable) 	<ul style="list-style-type: none"> Yes
Device Hard Drive	<ul style="list-style-type: none"> 300 GB 	<ul style="list-style-type: none"> Yes
Operating Systems	<ul style="list-style-type: none"> Windows Vista/7/8/8.1/10, Server 2008/2008R2/2012/2012R2; MAC OS X (10.7 or later); Unix Filters for Sun Solaris 9/10, HP-UX 11.x/11i v2/11i v3, SCO OpenServer 5.0.7/6.0, Red Hat Linux Enterprise V4/V5/V6, IBM AIX 5L/V5.3/V6.1/V7.1, SAP R/3, IBM iSeries AS/400® using OS/400 Host Print Transform, Citrix Xen App 6.5 or later 	<ul style="list-style-type: none"> Yes
PDL Support	<ul style="list-style-type: none"> Adobe PostScript 3, Adobe PDF Version 1,7 PostScript Interpreter and Drivers. PCL6, PS Print Drivers 	<ul style="list-style-type: none"> Yes
Security	<ul style="list-style-type: none"> HDD Data Overwrite Security, Authentication (Windows/LDAP/Kerberos/Basic/User Code/802.1x Wired); Encryption (Address Book/Authentication Password/SSL Communication/S/MIME/IPsec/HDD/S MTP over SSL/TLS/SSH/Wireless LAN (WEP/WPA/11i), Network Protocol On/Off, IP Filtering, Copy Data Security Unit Option, Unauthorized Copy/Print Prevention, Quota Setting/Account Limit, SMTP over SSL, Compulsory Security Stamp, FIPS140-2 HDD Option (Or any compatible combination) 	<ul style="list-style-type: none"> Yes
(CSN MFD MINIMUM REQUIREMENTS SPECIFICATIONS FOR THE COLOR MACHINE)		

Specification	Model	Explain how the specification will be met or proposed alternative solution
Device Type	<ul style="list-style-type: none"> Copy/Print/Scan 	<ul style="list-style-type: none"> MX-2651
Model Type	<ul style="list-style-type: none"> Stand 	<ul style="list-style-type: none"> Yes
Copy/Print Resolution	<ul style="list-style-type: none"> Copy Minimum 600 x 600 DPI Print Minimum 2400 x 600 DPI 	<ul style="list-style-type: none"> Copy/Print-600 X 600 dpi
Acceptable Original Sizes	<ul style="list-style-type: none"> Up to 11" x 17" 	<ul style="list-style-type: none"> Yes
Output Speed	<ul style="list-style-type: none"> 25ppm 	<ul style="list-style-type: none"> 26 ppm
First Page Output Speed	<ul style="list-style-type: none"> Less than 6 Seconds 	<ul style="list-style-type: none"> Yes
Document Feeder	<ul style="list-style-type: none"> Hold up to 75 Sheets Up to 11' x 17" 	<ul style="list-style-type: none"> Yes
Duplexing	<ul style="list-style-type: none"> 1:1, 1:2, 2:2, 2:1 	<ul style="list-style-type: none"> Yes
Reduce/Enlarge	<ul style="list-style-type: none"> 20 – 400% in 1% Increments 	<ul style="list-style-type: none"> Yes
Number of Paper Drawers And Capacity	<ul style="list-style-type: none"> Minimum 2 Adjustable Trays Paper capacity up to 1,000 sheets 	<ul style="list-style-type: none"> Yes
Bypass Tray and Capacity	<ul style="list-style-type: none"> Standard up to 50 sheets minimum 	<ul style="list-style-type: none"> Yes
Paper Weights & Types	<ul style="list-style-type: none"> 16 lb. bond to 80lb cover Transparencies and Labels 	<ul style="list-style-type: none"> Yes
Output Tray Capacity	<ul style="list-style-type: none"> Standard office catch tray up to 250 sheets 	<ul style="list-style-type: none"> Yes
Finisher	<ul style="list-style-type: none"> Online multi-position stapling 	<ul style="list-style-type: none"> Yes
Scanning (Installed)	<ul style="list-style-type: none"> Speed: Minimum 55 PPM Minimum Res. 600 x 600 DPI Image Formats: PDF, TIFF, (single or multi page). Scan to E-mail, Desktop. Scan ahead, ability to scan documents while machine is processing jobs. 	<ul style="list-style-type: none"> Yes
Networking (Installed)	<ul style="list-style-type: none"> Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi 802.11n and Wi-Fi Direct with optional Wi-Fi Kit (concurrent wired and wireless connections supported), NFC Tap-to-Pair; Mobile & Cloud based services 	<ul style="list-style-type: none"> Yes, Wifi Optional

Device Memory	<ul style="list-style-type: none"> 2 GB 	<ul style="list-style-type: none"> Yes
Device Processor Speed	<ul style="list-style-type: none"> 1.05 GHz Dual-Core (or Comparable) 	<ul style="list-style-type: none"> Yes
Device Hard Drive	<ul style="list-style-type: none"> 250 GB 	<ul style="list-style-type: none"> Yes
Operating Systems	<ul style="list-style-type: none"> Windows Vista/7/8/8.1/10, Server 2008/2008R2/2012/2012R2; MAC OS X (10.7 or later); Unix Filters for Sun Solaris 9/10, HP-UX 11.x/11i v2/11i v3, SCO OpenServer 5.0.7/6.0, Red Hat Linux Enterprise V4/V5/V6, IBM AIX 5L/V5.3/V6.1/V7.1, SAP R/3, IBM iSeries AS/400® using OS/400 Host Print Transform, Citrix Xen App 6.5 or later 	<ul style="list-style-type: none"> Yes
PDL Support	<ul style="list-style-type: none"> Adobe PostScript 3, Adobe PDF Version 1.7 PostScript Interpreter and Drivers. PCL6, PS Print Drivers 	<ul style="list-style-type: none"> Yes
Security	<ul style="list-style-type: none"> HDD Data Overwrite Security, Authentication (Windows/LDAP/Kerberos/Basic/User Code/802.1.x Wired); Encryption (Address Book/Authentication Password/SSL Communication/S/MIME/IPsec/HDD/S MTP over SSL/TLS/SSH/Wireless LAN (WEP/WPA/11i), Network Protocol On/Off, IP Filtering, Copy Data Security Unit Option, Unauthorized Copy/Print Prevention, Quota Setting/Account Limit, SMTP over SSL, Compulsory Security Stamp, FIPS140-2 HDD Option (Or any compatible combination) 	<ul style="list-style-type: none"> Yes

Exhibit A1

Accessibility Conformance Report Color Multifunction Document System

Sharp Imaging and Information Corporation of America Accessibility Conformance Report

VPAT® Version 2.2

Name of Product/Version:

MX-3071, MX-3571, MX-4071, MX-5071, MX-6071, MX-2651, MX-3051, MX-3551, MX-4051, MX-5051, MX-6051

Product Description: Color Multifunction Document System

Date: August, 2019

Contact information: VPAT_Support_Team@sharpusa.com

Notes: Covers MFP, Applications and Drivers

Evaluation Methods Used: Hardware, Application and Driver Testing Applicable Standards/Guidelines: Section 508 standards

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline**Included In Report**Web Content Accessibility Guidelines 2.0, at <http://www.w3.org/TR/2008/REC-WCAG20-20081211/>

Level A (Yes)

Level AA (Yes)

"Voluntary Product Accessibility Template" and "VPAT" are registered
service marks of the Information Technology Industry Council (ITI)

[Revised Section 508 standards](#) as published by the U.S. Access Board in the Federal Register on January 18, 2017
EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe, at <http://mandate376.standards.eu/standard>

Level AAA (No)

(Yes)

(No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Tables 1 and 2 also document conformance with:

- EN 301 549: Chapter 9 - Web, Chapter 10 - Non-Web documents, Section 11.2.1- Non-Web Software (excluding closed functionality), and Section 11.2.2 - Non-Web Software (closed functionality).
- Revised Section 508: Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) All <u>non-text content</u> that is presented to the user has a <u>text alternative</u> that serves the equivalent purpose, except for the situations listed below. <ul style="list-style-type: none"> - Controls, input - Time-based Media - Test - Sensory - CAPTCHA - Decoration, Formatting, Invisible 	Partially Supports	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) For <u>prerecorded audio-only</u> and <u>prerecorded video-only</u> media, the following are true, except when the audio or video is a <u>media alternative for text</u> and is clearly labeled as such: <ul style="list-style-type: none"> • Prerecorded Audio-only: An <u>alternative for time-based media</u> is provided that presents equivalent information for prerecorded audio-only content. • Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content. 	Not Applicable	Not Applicable
1.2.2 Captions (Prerecorded) (Level A) <u>Captions</u> are provided for all <u>prerecorded audio</u> content in <u>synchronized media</u> , except when the media is a <u>media alternative for text</u> and is clearly labeled as such.	Not Applicable	Not Applicable
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) An <u>alternative for time-based media</u> or <u>audio description</u> of the <u>prerecorded video</u> content is provided for <u>synchronized media</u> , except when the media is a <u>media alternative for text</u> and is clearly labeled as such.	Not Applicable	Not Applicable
1.3.1 Info and Relationships (Level A)	Supports	Web: Switch large menu by tab, Sub menu display on the left side of the screen, etc.

Criteria	Conformance Level	Remarks and Explanations
Information, <u>structure</u> , and <u>relationships</u> conveyed through <u>presentation</u> can be <u>programmatically determined</u> or are available in text.		
1.3.2 Meaningful Sequence (Level A) When the sequence in which content is presented affects its meaning, a <u>correct reading sequence</u> can be <u>programmatically determined</u> .	Supports	The contents on System Settings/Web Settings is displayed as the meaningful sequence. Program can read them according to top of pages.
1.3.3 Sensory Characteristics (Level A) Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.	Partially Supports	The logout button has icons and text displayed in the button. The shortcut icon is only an icon, and there is no text explanation.
1.4.1 Use of Color (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	
1.4.2 Audio Control (Level A) If any audio on a Web page plays automatically for more than 3 seconds, either a <u>mechanism</u> is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.	Not Applicable	There are no audio contents for more than 3 seconds on Web Settings.
2.1.1 Keyboard (Level A) All <u>functionality</u> of the content is operable through a <u>keyboard interface</u> without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.	Supports	
2.1.2 No Keyboard Trap (Level A) If keyboard focus can be moved to a component of the page using a <u>keyboard interface</u> , then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away.	Supports	Item movement by Tab button is possible.
2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true: • Turn off: The user is allowed to turn off the time limit before encountering it; or	Partially Supports	It is possible to change the amount of time up to 240 minutes before US session timeout of device web page.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or • Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or • Essential Exception: The time limit is essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours. 		
<p>2.2.2 Pause, Stop, Hide (Level A)</p> <p>For moving, blinking, scrolling, or auto-updating information, all of the following are true:</p> <ul style="list-style-type: none"> • Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and • Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential. 	Supports	
<p>2.3.1 Three Flashes or Below Threshold (Level A)</p> <p>Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.</p>	Supports	Web Settings do not contain anything that flashes more than three times in any one second period.
<p>2.4.1 Bypass Blocks (Level A)</p> <p>A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.</p>	Supports	

Criteria	Conformance Level	Remarks and Explanations
2.4.2 Page Titled (Level A) Web pages have titles that describe topic or purpose.	Supports	Web Settings do contain the titles of each pages.
2.4.3 Focus Order (Level A) If a Web page can be navigated sequentially and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.	Supports	The contents on Web Settings are ordered according to meanings or operation for both screen reader and keyboard operation.
2.4.4 Link Purpose (In Context) (Level A) The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, except where the purpose of the link would be ambiguous to users in general.	Supports	All links can be determined from text alone or alternative text contents.
3.1.1 Language of Page (Level A) The default human language of each Web page can be programmatically determined.	Supports	The language can be changed via a pull-down menu on the main page
3.2.1 On Focus (Level A) When any component receives focus, it does not initiate a change of context.	Supports	The context of any components are not changed when they receive focus
3.2.2 On Input (Level A) Changing the setting of any user interface component does not automatically cause a change of context unless the user has been advised of the behavior before using the component.	Partially Supports	On some pages of Web setting, there are pages to be added to the menu due to setting change.
3.3.1 Error Identification (Level A) If an input error is automatically detected, the item that is in error is identified and the error is described to the user in text.	Supports	On the web setting registration screen, if there is an error in the required field, the cause of the error is notified by a text message.
3.3.2 Labels or Instructions (Level A) Labels or instructions are provided when content requires user input.	Supports	There are explanations, such as 64 half-width characters.
4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.	Supports	
4.1.2 Name, Role, Value (Level A) For all user interface components (including but not limited to: form elements, links and components generated by scripts), the name and role can be programmatically determined; states, properties, and values that	Supports	

Criteria	Conformance Level	Remarks and Explanations
can be set by the user can be <u>programmatically set</u> ; and notification of changes to these items is available to <u>user agents</u> , including <u>assistive technologies</u> .		

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Captions are provided for all <u>live audio</u> content in <u>synchronized media</u> .	Not Applicable	Not Applicable
1.2.5 Audio Description (Prerecorded) (Level AA) <u>Audio description</u> is provided for all <u>prerecorded video</u> content in <u>synchronized media</u> .	Not Applicable	Not Applicable
1.4.3 Contrast (Minimum) (Level AA) The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 	Supports	
1.4.4 Resize text (Level AA) Except for <u>captions</u> and <u>images of text</u> , <u>text</u> can be resized without <u>assistive technology</u> up to 200 percent without loss of content or functionality.	Supports	Web : Possible by browser function.
1.4.5 Images of Text (Level AA) If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following:	Supports	The Device Web does not use any images of text.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • Customizable: The image of text can be visually customized to the user's requirements; • Essential: A particular presentation of text is essential to the information being conveyed. 		
2.4.5 Multiple Ways (Level AA) More than one way is available to locate a <u>Web page</u> within a <u>set of Web pages</u> except where the Web Page is the result of, or a step in, a <u>process</u> .	Supports	Keyword search function is supported on Device Web page.
2.4.6 Headings and Labels (Level AA) Headings and <u>labels</u> describe topic or purpose.	Supports	
2.4.7 Focus Visible (Level AA) Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.	Supports	
3.1.2 Language of Parts (Level AA) The <u>human language</u> of each passage or phrase in the content can be <u>programmatically determined</u> except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.	Supports	
3.2.3 Consistent Navigation (Level AA) Navigational mechanisms that are repeated on multiple <u>Web pages</u> within a <u>set of Web pages</u> occur in the <u>same relative order</u> each time they are repeated, unless a change is initiated by the user.	Supports	
3.2.4 Consistent Identification (Level AA) Components that have the <u>same functionality</u> within a set of <u>Web pages</u> are identified consistently.	Supports	
3.3.3 Error Suggestion (Level AA) If an <u>input error</u> is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.	Partially Supports	In Device Web Page, suggestions for the correction of errors are not offered for every error, but they are offered in many cases.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: 1. Reversible: Submissions are reversible.	Not Applicable	The Device Web page does not send any information to outside sites.

Criteria	Conformance Level	Remarks and Explanations
2. Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them. 3. Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.		

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA) Sign language interpretation is provided for all <u>prerecorded audio</u> content in <u>synchronized media</u> .	Not Applicable	Not Applicable
1.2.7 Extended Audio Description (Prerecorded) (Level AAA) Where pauses in foreground audio are insufficient to allow <u>audio descriptions</u> to convey the sense of the video, <u>extended audio description</u> is provided for all <u>prerecorded video</u> content in <u>synchronized media</u> .	Not Applicable	Not Applicable
1.2.8 Media Alternative (Prerecorded) (Level AAA) An <u>alternative for time-based media</u> is provided for all <u>prerecorded synchronized media</u> and for all prerecorded <u>video-only media</u> .	Not Applicable	Not Applicable
1.2.9 Audio-only (Live) (Level AAA) An <u>alternative for time-based media</u> that presents equivalent information for <u>live audio-only</u> content is provided.	Not Applicable	Not Applicable
1.4.6 Contrast Enhanced (Level AAA) The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. 	Supports	

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 		
<p>1.4.7 Low or No Background Audio (Level AAA)</p> <p>For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true:</p> <ul style="list-style-type: none"> • No Background: The audio does not contain background sounds. • Turn Off: The background sounds can be turned off. • 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. 	Supports	
<p>1.4.8 Visual Presentation (Level AAA)</p> <p>For the visual presentation of blocks of text, a mechanism is available to achieve the following:</p> <ol style="list-style-type: none"> 1.Foreground and background colors can be selected by the user. 2.Width is no more than 80 characters or glyphs (40 if CJK). 3.Text is not justified (aligned to both the left and the right margins). 4.Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. 5.Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window. 	Partially Supports	
<p>1.4.9 Images of Text (No Exception) Control (Level AAA)</p> <p>Images of text are only used for <u>pure decoration</u> or where a particular presentation of <u>text</u> is <u>essential</u> to the information being conveyed.</p>	Does Not Support	
<p>2.1.3 Keyboard (No Exception) (Level AAA)</p> <p>All <u>functionality</u> of the content is operable through a <u>keyboard interface</u> without requiring specific timings for individual keystrokes.</p>	Supports	In the device web page, basically all contents can be operated with keyboard.
<p>2.2.3 No Timing (Level AAA)</p> <p>Timing is not an <u>essential</u> part of the event or activity presented by the content, except for non-interactive <u>synchronized media</u> and <u>real-time events</u>.</p>	Does Not Support	There is a time limit for an authenticated session.

Criteria	Conformance Level	Remarks and Explanations
2.2.4 Interruptions (Level AAA) Interruptions can be postponed or suppressed by the user, except interruptions involving an emergency.	Does Not Support	At the time of reboot or power failure, the session is disconnected regardless of the login status of the user.
2.2.5 Re-authenticating (Level AAA) When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating.	Does Not Support	After re-authentication, the data being edited is lost.
2.3.2 Three Flashes (Level AAA) <u>Web pages</u> do not contain anything that <u>flashes</u> more than three times in any one second period.	Supports	There are no UI components in Device Web Page.
2.4.8 Location (Level AAA) Information about the user's location within a <u>set of Web pages</u> is available.	Supports	Site map is supported in order to browse the structure of Device Web page.
2.4.9 Link Purpose (Link Only) (Level AAA) A <u>mechanism</u> is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be <u>ambiguous to users in general</u> .	Supports	The link is prepared for moving to each setting page of device web page, and its purpose can be easily judged from the text of the link.
2.4.10 Section Headings (Level AAA) Section headings are used to organize the content.	Supports	The device web page has a hierarchical structure, and section headings are prepared in each page.
3.1.3 Unusual Words (Level AAA) A <u>mechanism</u> is available for identifying specific definitions of words or phrases <u>used in an unusual or restricted way</u> , including <u>idioms</u> and <u>jargon</u> .	Supports	In the device web page, If unclear settings are found, user can confirm by user manual uploaded on this web page.
3.1.4 Abbreviations (Level AAA) A <u>mechanism</u> for identifying the expanded form or meaning of abbreviations is available.	Supports	In the device web page, basically, abbreviations is not used. If unclear settings is found, user can confirm by user manual uploaded on this web page.
3.1.5 Reading Level (Level AAA) When text requires reading ability more advanced than the <u>lower secondary education level</u> after removal of proper names and titles, <u>supplemental content</u> , or a version that does not require reading ability more advanced than the lower secondary education level, is available.	Supports	
3.1.6 Pronunciation (Level AAA) A <u>mechanism</u> is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation.	Does Not Support	

Criteria	Conformance Level	Remarks and Explanations
<u>3.2.5 Change on Request</u> (Level AAA) Changes of context are initiated only by user request or a <u>mechanism</u> is available to turn off such changes.	Does Not Support	At the time of reboot or power failure, the session is disconnected regardless of the login status of the user.
<u>3.3.5 Help</u> (Level AAA) Context-sensitive help is available.	Supports	In the device web page, user manual is uploaded on this page. User can use it.

2017 Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Partially Supports	<p>*[For Operation Panel]</p> <p>(1) When input is determined or invalid, operation status is confirmed by a beeping sound. For operation of copy settings such as ratio or copy density, a special beeping sound at the center point such as 100% is provided to make it easier for people who are blind or visually impaired to find this value.</p>

***[For Input through Key and Touch Panel]**

(2) The time it takes for the unit to recognize touch can be adjusted up to two seconds.

***[For Draft setting on Platen]**

(3) Setting documents on the tray can be done even without relying on vision because setting portion has a stopper.

***[For Paper Setting]**

(4) The tray operation can be recognized by touch, and this enables end-users to open and close tray and set paper with one hand.

(5) When it closes, the user can grasp it with the sense of touch or the sense of hearing.

(6) People who are blind or visually impaired can adjust machine settings with a PC through the webpage. The webpage can be read out loud by software on the PC.

***[For Automatic Document Feeder]**

(7) Setting documents in the document feeder can be done without relying on

vision because the document feeder has stopper guides.

Vision is not required for a user to set documents in the document feeder.

***[For Appearance]**

(8) Operation area for door, etc., can be recognized by touch.

***[For System Operation]**

(9) When a user presses an unauthorized key, a beeping sound should go off to prevent unintentional operation.

***[For Main Power Switch]**

(10) Power On/Off status can be recognized by touch.

(11) Power switch can be recognized by touch.

(12) The power switch is located away from other keys so as not to be pressed mistakenly.

***[For Fax] (Option)**

		<p>(13) Provide users alternative measures other than vision to know such as sound when the fax receives messages.</p>
		<p>*[For Touch Panel]</p> <p>(14) Adjusting the time for key recognition is possible.</p> <p>(15) It is not necessary to use the touch panel for adjusting the machine. This can be accomplished through the webpage or with remote front panel.</p> <p>*[For System Operation Function]</p> <p>(16) Recovering from Auto Power shutoff mode can be done smoothly without relying on vision.</p>
<p>302.2 With Limited Vision</p> <p>Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.</p>	<p>Supports</p>	<p>*[For Operation Panel]</p> <p>(1) Font size may be expanded by utilizing the Enlarge Display Mode, and Icon button size on the Home Screen can be expanded by customizing the Home Screen.</p> <p>(2) Color type of the screen can be chosen; there is a universal-design type.</p> <p>(3) The color of the Output tray is dark gray for increased contrast between paper</p>

		<p>and tray. This makes it easier to find papers on the tray.</p> <p>(4) The Color of Original guides on the Document feeder tray are dark gray. This increases the contrast between the original and the guides making adjusting the guides easier.</p> <p>(5) A Hard Keyboard (Standard on select models) is also available in addition to the soft keyboard within the touch panel. This assists in more accurate input of text (inputting e-mail addresses, for example)</p>
<p>302.3 Without Perception of Color</p> <p>Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.</p>	<p>Supports</p>	<p>*[For Operation Panel]</p> <p>(1) Font size may be expanded by utilizing the Enlarge Display Mode, and Icon button size on the Home Screen can be expanded by customizing the Home Screen.</p> <p>(2) Color type of the screen can be chosen; there is a universal-design type.</p> <p>(3) The color of the Output tray is dark gray for increased contrast between paper and tray. This makes it easier to find papers on the tray.</p> <p>(4) The Color of Original guides on the Document feeder tray are dark gray. This increases the contrast between the</p>

		original and the guides making adjusting the guides easier. (5) A Hard Keyboard (Standard on select models) is also available in addition to the soft keyboard within the touch panel. This assists in more accurate input of text (inputting e-mail addresses, for example).
302.4 Without Hearing Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Not Applicable	No operations require hearing
302.5 With Limited Hearing Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Not Applicable	No audio information will be provided
302.6 Without Speech Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Not Applicable	No Functions Require Speech
302.7 With Limited Manipulation Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	The UI for this product does not require complex manipulation or simultaneous button presses/gestures.
302.8 With Limited Reach and Strength Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	*[For Automatic Document Feeder] (1) Allows end-users to close it with one hand easily from the maximum open/close angle.

		<p>(2) Door etc. can be opened/closed with one hand.</p> <p>(3) When end-user presses unauthorized key, a beeping sound should go off to prevent unintentional operation.</p> <p>(4) Adjusting the time for key reception is possible.</p> <p>*[For Whole System]</p> <p>(5) All operations can be done with one hand and do not require tight grasping, or twisting of the wrist.</p> <p>(6) The paper tray can be easily opened/closed with a universal handle.</p> <p>[For Operation Panel]</p> <p>(7) Operation panel can be tilted freely.</p> <p>[For Program Mode]</p> <p>(8) When performing routine work, a user can set a Program which includes all the functions necessary to perform that job.</p>
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	Paper and PDF
ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.		Compatible telephone support

Online (HTML, PDF), Supports Screen Readers

Additionally, MY Sharp which provides text, sound, and images

Chapter 4: Hardware

Notes:

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	Speech output shall be provided for all information displayed on-screen.
Speech output shall be provided for all information displayed on-screen.		
402.2.2 Transactional Outputs	Not Applicable	Where transactional outputs are provided, the speech output shall audibly provide all information necessary to verify a transaction.
Where transactional outputs are provided, the speech output shall audibly provide all information necessary to verify a transaction.		
402.2.3 Speech Delivery Type and Coordination	Partially Supports	Current Technology provides no equivalent to touch-screen display panels. However, note the following: [For Whole System] (1) Provided end-users with remote operation function to execute their regular jobs from their computers. (2) Frequency of over 2.5KHz isn't used when there is a beeping sound.
(a) Speech output shall be delivered through a mechanism that is readily available to all users, including, but not limited to, an industry standard connector or a telephone handset. Speech shall be recorded or digitized human, or synthesized. Speech output shall be coordinated with information displayed on the screen.		

Criteria	Conformance Level	Remarks and Explanations
		[For Operation Panel] (3) Provides measures to emit a beeping sound from the base point for the operations requiring end-users to switch plural options (including set values and setting modes) in a routine rotation.
402.2.4 User Control Speech output for any single function shall be automatically interrupted when a transaction is selected. Speech output shall be capable of being repeated and paused.	Not Applicable	
402.2.5 Braille Instructions Where speech output is required by 402.2, braille instructions for initiating the speech mode of operation shall be provided. Braille shall be contracted and shall conform to 36 CFR part 1191, Appendix D, Section 703.3.1.	Not Applicable	
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening Where ICT provides private listening, it shall provide a mode of operation for controlling the volume. Where ICT delivers output by an audio transducer typically held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not Applicable	
402.3.2 Non-private Listening Where ICT provides non-private listening, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. A function shall be provided to automatically reset the volume to the default level after every use.	Not Applicable	
402.4 Characters on Display Screens At least one mode of characters displayed on the screen shall be in a sans serif font. Where ICT does not provide a screen enlargement feature, characters shall be 3/16 inch (4.8 mm) high minimum based on the uppercase letter "I". Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.	Supports	Sharpdesk software doesn't have the ability to adjust color and contrast settings. The printer driver doesn't have the ability to adjust color and contrast settings. Printer Status Monitor doesn't have the

Criteria	Conformance Level	Remarks and Explanations
		ability to adjust color and contrast settings. In the operation panel of the unit, users can select from a variety of color schemes.
402.5 Characters on Variable Message Signs Characters on variable message signs shall conform to section 703.7 Variable Message Signs of ICC A117.1-2009 (incorporated by reference, see 702.6.1).	Not Applicable	No characters on variable message signs
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Non-proprietary information provided for accessibility during the transmission of information or the import/export of settings is not removed by this product.
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	The necessary information for the operation is all displayed on the operation panel.
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	This product provides a connection method that conforms to a non-proprietary industry standard.
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	There is considerable contrast between characters, symbols, and the backgrounds used by keys and other controls.
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
<p>407.3.1 Tactilely Discernible</p> <p>Input controls shall be operable by touch and tactilely discernible without activation.</p>	Supports	<p>[For Operation Panel]</p> <p>(1) Major keys are recognized not only with vision but also with touch.</p> <p>(2) Frequently used keys are aligned to be recognized easily, have different shapes and colors, so as to be distinguished easier.</p> <p>[For Input through key]</p> <p>(3) The upper sides of the buttons are concave.</p>
<p>407.3.2 Alphabetic Keys</p> <p>Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the "F" and "J" keys shall be tactilely distinct from the other keys.</p>	Partially Supports	The use of an optional keyboard is supported with these criteria
<p>407.3.3 Numeric Keys</p> <p>Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).</p>	Supports	
<p>407.4 Key Repeat</p> <p>Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.</p>	Supports	<p>*[For Input through key, touch panel]</p> <p>(1) The key repeat function delay timing can be adjusted or this function is may be deactivated.</p> <p>(2) Key repeat function can adjust the repeat start time (t1) up to 2 seconds or disable it.</p>

Criteria	Conformance Level	Remarks and Explanations
		[For System Operation Function]
<p>407.5 Timed Response</p> <p>Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.</p>	Partially Supports	Although there is no notice to end-users of a timeout, there is a setting to adjust the timeout length so end-users have enough time to complete their task prior to the timeout. Alternately, the timeout function can be stopped if necessary. The amount of time a message is displayed can be adjusted so the user has sufficient time to read the message.
<p>407.6 Operation</p> <p>At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.</p>	Partially Supports	The basic operation of the device supports this. It can not be applied for maintenance and setup.
<p>407.7 Tickets, Fare Cards, and Keycards</p> <p>Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.</p>	Not Applicable	
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
<p>407.8.1 Vertical Reference Plane</p> <p>(j) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following:</p> <p>(1) The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length (see Figure 1 of this part)</p>	Supports	Applicable

Criteria	Conformance Level	Remarks and Explanations
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		
407.8.1.1 Vertical Plane for Side Reach Where a side reach is provided, the vertical reference plane shall be 48 inches (1220 mm) long minimum.	Supports	
407.8.1.2 Vertical Plane for Forward Reach Where a forward reach is provided, the vertical reference plane shall be 30 inches (760 mm) long minimum.	Supports	
407.8.2 Side Reach Operable parts of ICT providing a side reach shall conform to 407.8.2.1 or 407.8.2.2. The vertical reference plane shall be centered on the operable part and placed at the leading edge of the maximum protrusion of the ICT within the length of the vertical reference plane. Where a side reach requires a reach over a portion of the ICT, the height of that portion of the ICT shall be 34 inches (865 mm) maximum.	Partially Supports	The height of the reader platen does not support the criteria when in the open position. It is within the range of numerical value when only machine without option or optional one step desk is installed. Also, the document feeder has a hole to attach a string to pull to close.
407.8.2.1 Unobstructed Side Reach Where the operable part is located 10 inches (255 mm) or less beyond the vertical reference plane, the operable part shall be 48 inches (1220	Supports	It is within the range of numerical value when only machine without option or optional one step desk is installed. Also,

Page 48 of 91

Criteria		Conformance Level	Remarks and Explanations
Less than 20 inches (510 mm)	48 inches (1220 mm) maximum		
20 inches (510 mm) to 25 inches (635 mm)	44 inches (1120 mm) maximum		
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach			
Knee and toe space under ICT shall be 27 inches (685 mm) high minimum, 25 inches (635 mm) deep maximum, and 30 inches (760 mm) wide minimum and shall be clear of obstructions.		Not Applicable	
408 Display Screens		Heading cell – no response required	Heading cell – no response required
408.2 Visibility			
Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.		Supports	
408.3 Flashing			
Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period. EXCEPTION: Flashes that do not exceed the general flash and red flash thresholds defined in WCAG 2.0 (incorporated by reference, see 702.10.1) are not required to conform to 408.3.		Supports	Sharpdesk software doesn't flash or blink text contents. The printer driver is not designed to flash or blink. Printer Status Monitor is not designed to flash or blink. The operation panel of the unit is not designed to flash or blink.
409 Status Indicators		Heading cell – no response required	Heading cell – no response required
409.1 General			
Where provided, status indicators shall be discernible visually and by touch or sound.		Supports	Status indicators, including all locking or toggle controls or keys (e.g., Caps Lock and Num Lock keys), shall be discernible visually and by touch or sound.

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Supports	
Platform software shall provide user control over platform features that are defined in the platform documentation as accessibility features.		
502.2.2 No Disruption of Accessibility Features	Supports	Sharpdesk software runs on Microsoft® OS and utilities.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		Printer Driver is not designed to disrupt or disable other functions by design. Printer Status Monitor is not designed to disrupt or disable other functions by design.
		The operation panel of unit is not designed to disrupt or disable other functions by design.
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Partially Supports	When Sharpdesk software displays image data, text describing the image is also displayed (for example thumbnails are labeled with the name of each file in Desktop).
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		Regarding the printer driver, the information conveyed by images can be available in text. However, the information

Criteria	Conformance Level	Remarks and Explanations
		conveyed by the image of the MFP cannot be available in text. Regarding Printer Status Monitor, the information conveyed by the image can be available in text. Some icons are explained by the Help Menu.
502.3.2 Modification of Object Information States and properties that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Supports	
502.3.3 Row, Column, and Headers If an object is in a data table, the occupied rows and columns, and any headers associated with those rows or columns, shall be programmatically determinable.	Does Not Support	
502.3.4 Values Any current value(s), and any set or range of allowable values associated with an object, shall be programmatically determinable.	Supports	
502.3.5 Modification of Values Values that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Supports	
502.3.6 Label Relationships (e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	If an icon, an indicator and an element have the same image each of them has the same meaning in Sharpdesk software. If an icon, an indicator and an element have the same image each of them has the same meaning in the printer driver. If an icon, an indicator and an element have the same image each of them has the same meaning in Printer Status Monitor.

Criteria	Conformance Level	Remarks and Explanations
		If an icon, an indicator and an element have the same image each of them has the same meaning in Operation Panel of Unit.
502.3.7 Hierarchical Relationships Any hierarchical (parent-child) relationship that a component has as a container for, or being contained by, another component shall be programmatically determinable.	Partially Supports	
502.3.8 Text (f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Sharpdesk software displays text contents using functions of the OS. The printer driver displays text contents using functions of the OS. Printer Status Monitor displays text contents using functions of the OS.
502.3.9 Modification of Text Text that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Supports	
502.3.10 List of Actions A list of all actions that can be executed on an object shall be programmatically determinable.	Supports	
502.3.11 Actions on Objects Applications shall allow assistive technology to programmatically execute available actions on objects.	Not Applicable	
502.3.12 Focus Cursor (c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Partially Supports	Regarding Sharpdesk software, if the focus changes, the target will change in some ways. For example, the frame color will change if a thumbnail is focused. The text will be bold if focused. Regarding the printer driver, if the focus changes, the target will change in some

Criteria	Conformance Level	Remarks and Explanations
		ways. For example, the frame line will change if an icon button is focused. Regarding Printer Status Monitor, if the focus changes, the target will not change.
502.3.13 Modification of Focus Cursor Focus, text insertion point, and selection attributes that can be set by the user shall be capable of being set programmatically, including through the use of assistive technology.	Does Not Support	
502.3.14 Event Notification Notification of events relevant to user interactions, including but not limited to, changes in the component's state(s), value, name, description, or boundary, shall be available to assistive technology.	Partially Supports	Visual notifications are available through the touch screen
502.4 Platform Accessibility Features Platforms and platform software shall conform to the requirements in ANSI/HFES 200.2, Human Factors Engineering of Software User Interfaces — Part 2: Accessibility (2008) (incorporated by reference, see 702.4.1) listed below: A. Section 9.3.3 Enable sequential entry of multiple (chorded) keystrokes; B. Section 9.3.4 Provide adjustment of delay before key acceptance; C. Section 9.3.5 Provide adjustment of same-key double-strike acceptance; D. Section 10.6.7 Allow users to choose visual alternative for audio output; E. Section 10.6.8 Synchronize audio equivalents for visual events; F. Section 10.6.9 Provide speech output services; and G. Section 10.7.1 Display any captions provided.	Does Not Support	
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences Applications shall permit user preferences from platform settings for color, contrast, font type, font size, and focus cursor.	Partially Supports	Changing font color (white / black) on the control panel, change font size

Criteria	Conformance Level	Remarks and Explanations
503.3 Alternative User Interfaces		
Where an application provides an alternative user interface that functions as assistive technology, the application shall use platform and other industry standard accessibility services.	Partially Supports	
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
Where user controls are provided for volume adjustment, ICT shall provide user controls for the selection of captions at the same menu level as the user controls for volume or program selection.	Not Applicable	Not Applicable
503.4.2 Audio Description Controls		
Where user controls are provided for program selection, ICT shall provide user controls for the selection of audio descriptions at the same menu level as the user controls for volume or program selection.	Not Applicable	Not Applicable
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter "not applicable")		
Authoring tools shall provide a mode of operation to create or edit content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) for all supported features and, as applicable, to file formats supported by the authoring tool. Authoring tools shall permit authors the option of overriding information required for accessibility.	See WCAG 2.0 section	See information in WCAG section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
Authoring tools shall, when converting content from one format to another or saving content in multiple formats, preserve the information required for accessibility to the extent that the information is supported by the destination format.	Supports	Non-proprietary information provided for accessibility during the transmission of information or the import/export of settings is not removed by this product.
504.2.2 PDF Export		
Authoring tools capable of exporting PDF files that conform to ISO 32000-1:2008 (PDF 1.7) shall also be capable of exporting PDF files that conform to ANSI/AIIM/ISO 14289-1:2016 (PDF/UA-1) (incorporated by reference, see 702.3.1).	Not Applicable	Not Applicable

Criteria	Conformance Level	Remarks and Explanations
504.3 Prompts Authoring tools shall provide a mode of operation that prompts authors to create content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) for supported features and, as applicable, to file formats supported by the authoring tool.	Not Applicable	Not Applicable
504.4 Templates Where templates are provided, templates allowing content creation that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) shall be provided for a range of template uses for supported features and, as applicable, to file formats supported by the authoring tool.	Not Applicable	Not Applicable

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.	Supports	Documentation provided shall explain how to use the accessibility and compatibility features required by chapters 4 and 5.
602.3 Electronic Support Documentation Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	See WCAG 2.0 section	See information in WCAG section
602.4 Alternate Formats for Non-Electronic Support Documentation Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		
b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Partially Supports	HTML
		Paper and PDF
603.3 Accommodation of Communication Needs		Compatible telephone support
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Online (HTML, PDF), Supports Screen Readers
		Additionally, MY Sharp which provides text, sound, and images

Exhibit A-2

Accessibility Conformance Report – Monochrome Multifunction Document System

Sharp Imaging and Information Corporation of America

Accessibility Conformance Report

Name of Product/Version:

VPAT[®] Version 2.2

MX-M3071, MX-M3571, MX-M4071, MX-M5071, MX-M6071, MX-M2651, MX-M3051, MX-M3551, MX-M4051, MX-M5051, MX-M6051

Product Description: Monochrome Multifunction Document System

Date: August, 2019

Contact information: VPAT_Support_Team@sharpusa.com

Notes: Covers MFP, Applications and Drivers

Evaluation Methods Used: Hardware, Application and Driver Testing

Applicable Standards/Guidelines: Section 508 standards

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline**Included In Report**Web Content Accessibility Guidelines 2.0, at <http://www.w3.org/TR/2008/REC-WCAG20-20081211/>

Level A (Yes)

Level AA (Yes)

Revised Section 508 standards as published by the U.S. Access Board in the Federal Register on January 18, 2017
EN 301 549 Accessibility requirements suitable for public procurement of ICT products and services in Europe, at <http://mandate376.standards.eu/standard>

Level AAA (No)

(Yes)

(No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Tables 1 and 2 also document conformance with:

- EN 301 549: Chapter 9 - Web, Chapter 10 - Non-Web documents, Section 11.2.1- Non-Web Software (excluding closed functionality), and Section 11.2.2 - Non-Web Software (closed functionality).
- Revised Section 508: Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 – 602.3 Electronic Support Documentation.

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A) All <u>non-text content</u> that is presented to the user has a <u>text alternative</u> that serves the equivalent purpose, except for the situations listed below. <ul style="list-style-type: none"> - Controls, input - Time-based Media - Test - Sensory - CAPTCHA - Decoration, Formatting, Invisible 	Partially Supports	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A) For <u>prerecorded audio-only</u> and <u>prerecorded video-only</u> media, the following are true, except when the audio or video is a <u>media alternative for text</u> and is clearly labeled as such: <ul style="list-style-type: none"> • Prerecorded Audio-only: An <u>alternative for time-based media</u> is provided that presents equivalent information for prerecorded audio-only content. • Prerecorded Video-only: Either an alternative for time-based media or an audio track is provided that presents equivalent information for prerecorded video-only content. 	Not Applicable	Not Applicable
1.2.2 Captions (Prerecorded) (Level A) <u>Captions</u> are provided for all <u>prerecorded audio</u> content in <u>synchronized media</u> , except when the media is a <u>media alternative for text</u> and is clearly labeled as such.	Not Applicable	Not Applicable
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A) An <u>alternative for time-based media</u> or <u>audio description</u> of the <u>prerecorded video</u> content is provided for <u>synchronized media</u> , except when the media is a <u>media alternative for text</u> and is clearly labeled as such.	Not Applicable	Not Applicable
1.3.1 Info and Relationships (Level A)	Supports	Web: Switch large menu by tab, Sub menu display on the left side of the screen, etc.

Criteria	Conformance Level	Remarks and Explanations
Information, <u>structure</u> , and <u>relationships</u> conveyed through <u>presentation</u> can be <u>programmatically determined</u> or are available in text.		
1.3.2 Meaningful Sequence (Level A) When the sequence in which content is presented affects its meaning, a <u>correct reading sequence</u> can be <u>programmatically determined</u> .	Supports	The contents on System Settings/Web Settings is displayed as the meaningful sequence. Program can read them according to top of pages.
1.3.3 Sensory Characteristics (Level A) Instructions provided for understanding and operating content do not rely solely on sensory characteristics of components such as shape, size, visual location, orientation, or sound.	Partially Supports	The logout button has icons and text displayed in the button. The shortcut icon is only an icon, and there is no text explanation.
1.4.1 Use of Color (Level A) Color is not used as the only visual means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.	Supports	
1.4.2 Audio Control (Level A) If any audio on a Web page plays automatically for more than 3 seconds, either a <u>mechanism</u> is available to pause or stop the audio, or a mechanism is available to control audio volume independently from the overall system volume level.	Not Applicable	There are no audio contents for more than 3 seconds on Web Settings.
2.1.1 Keyboard (Level A) All <u>functionality</u> of the content is operable through a <u>keyboard interface</u> without requiring specific timings for individual keystrokes, except where the underlying function requires input that depends on the path of the user's movement and not just the endpoints.	Supports	
2.1.2 No Keyboard Trap (Level A) If keyboard focus can be moved to a component of the page using a <u>keyboard interface</u> , then focus can be moved away from that component using only a keyboard interface, and, if it requires more than unmodified arrow or tab keys or other standard exit methods, the user is advised of the method for moving focus away.	Supports	Item movement by Tab button is possible.
2.2.1 Timing Adjustable (Level A) For each time limit that is set by the content, at least one of the following is true: • Turn off: The user is allowed to turn off the time limit before encountering it; or	Partially Supports	It is possible to change the amount of time up to 240 minutes before US session timeout of device web page.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • Adjust: The user is allowed to adjust the time limit before encountering it over a wide range that is at least ten times the length of the default setting; or • Extend: The user is warned before time expires and given at least 20 seconds to extend the time limit with a simple action (for example, "press the space bar"), and the user is allowed to extend the time limit at least ten times; or • Real-time Exception: The time limit is a required part of a real-time event (for example, an auction), and no alternative to the time limit is possible; or • Essential Exception: The time limit is essential and extending it would invalidate the activity; or • 20 Hour Exception: The time limit is longer than 20 hours. 		
<p>2.2.2 Pause, Stop, Hide (Level A) For moving, blinking, scrolling, or auto-updating information, all of the following are true:</p> <ul style="list-style-type: none"> • Moving, blinking, scrolling: For any moving, blinking or scrolling information that (1) starts automatically, (2) lasts more than five seconds, and (3) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it unless the movement, blinking, or scrolling is part of an activity where it is essential; and • Auto-updating: For any auto-updating information that (1) starts automatically and (2) is presented in parallel with other content, there is a mechanism for the user to pause, stop, or hide it or to control the frequency of the update unless the auto-updating is part of an activity where it is essential. 	Supports	
<p>2.3.1 Three Flashes or Below Threshold (Level A) Web pages do not contain anything that flashes more than three times in any one second period, or the flash is below the general flash and red flash thresholds.</p>	Supports	Web Settings do not contain anything that flashes more than three times in any one second period.
<p>2.4.1 Bypass Blocks (Level A) A mechanism is available to bypass blocks of content that are repeated on multiple Web pages.</p>	Supports	

Criteria	Conformance Level	Remarks and Explanations
2.4.2 Page Titled (Level A) <u>Web pages</u> have titles that describe topic or purpose.	Supports	Web Settings do contain the titles of each pages.
2.4.3 Focus Order (Level A) If a <u>Web page</u> can be <u>navigated sequentially</u> and the navigation sequences affect meaning or operation, focusable components receive focus in an order that preserves meaning and operability.	Supports	The contents on Web Settings are ordered according to meanings or operation for both screen reader and keyboard operation.
2.4.4 Link Purpose (In Context) (Level A) The <u>purpose of each link</u> can be determined from the link text alone or from the link text together with its <u>programmatically determined link context</u> , except where the purpose of the link would be <u>ambiguous to users in general</u> .	Supports	All links can be determined from text alone or alternative text contents.
3.1.1 Language of Page (Level A) The default <u>human language</u> of each <u>Web page</u> can be <u>programmatically determined</u> .	Supports	The language can be changed via a pull-down menu on the main page
3.2.1 On Focus (Level A) When any component receives focus, it does not initiate a <u>change of context</u> .	Supports	The context of any components are not changed when they receive focus
3.2.2 On Input (Level A) Changing the setting of any <u>user interface component</u> does not automatically cause a <u>change of context</u> unless the user has been advised of the behavior before using the component.	Partially Supports	On some pages of Web setting, there are pages to be added to the menu due to setting change.
3.3.1 Error Identification (Level A) If an <u>input error</u> is automatically detected, the item that is in error is identified and the error is described to the user in text.	Supports	On the web setting registration screen, if there is an error in the required field, the cause of the error is notified by a text message.
3.3.2 Labels or Instructions (Level A) <u>Labels</u> or instructions are provided when content requires user input.	Supports	There are explanations, such as 64 half-width characters.
4.1.1 Parsing (Level A) In content implemented using markup languages, elements have complete start and end tags, elements are nested according to their specifications, elements do not contain duplicate attributes, and any IDs are unique, except where the specifications allow these features.	Supports	
4.1.2 Name, Role, Value (Level A) For all <u>user interface components</u> (including but not limited to: form elements, links and components generated by scripts), the <u>name</u> and <u>role</u> can be <u>programmatically determined</u> ; states, properties, and values that	Supports	

Criteria	Conformance Level	Remarks and Explanations
can be set by the user can be <u>programmatically set</u> ; and notification of changes to these items is available to <u>user agents</u> , including <u>assistive technologies</u> .		

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA) Captions are provided for all <u>live audio</u> content in <u>synchronized media</u> .	Not Applicable	Not Applicable
1.2.5 Audio Description (Prerecorded) (Level AA) Audio description is provided for all <u>prerecorded video</u> content in <u>synchronized media</u> .	Not Applicable	Not Applicable
1.4.3 Contrast (Minimum) (Level AA) The visual presentation of text and images of text has a contrast ratio of at least 4.5:1, except for the following: <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 3:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 	Supports	
1.4.4 Resize text (Level AA) Except for <u>captions</u> and <u>images of text</u> , <u>text</u> can be resized without <u>assistive technology</u> up to 200 percent without loss of content or functionality.	Supports	Web : Possible by browser function.
1.4.5 Images of Text (Level AA) If the technologies being used can achieve the visual presentation, text is used to convey information rather than images of text except for the following:	Supports	The Device Web does not use any images of text.

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • Customizable: The image of text can be visually customized to the user's requirements; • Essential: A particular presentation of text is essential to the information being conveyed. 		
2.4.5 Multiple Ways (Level AA) More than one way is available to locate a <u>Web page</u> within a <u>set of Web pages</u> except where the Web Page is the result of, or a step in, a <u>process</u> .	Supports	Keyword search function is supported on Device Web page.
2.4.6 Headings and Labels (Level AA) Headings and <u>labels</u> describe topic or purpose.	Supports	
2.4.7 Focus Visible (Level AA) Any keyboard operable user interface has a mode of operation where the keyboard focus indicator is visible.	Supports	
3.1.2 Language of Parts (Level AA) The <u>human language</u> of each passage or phrase in the content can be <u>programmatically determined</u> except for proper names, technical terms, words of indeterminate language, and words or phrases that have become part of the vernacular of the immediately surrounding text.	Supports	
3.2.3 Consistent Navigation (Level AA) Navigational mechanisms that are repeated on multiple <u>Web pages</u> within a <u>set of Web pages</u> occur in the <u>same relative order</u> each time they are repeated, unless a change is initiated by the user.	Supports	
3.2.4 Consistent Identification (Level AA) Components that have the <u>same functionality</u> within a set of <u>Web pages</u> are identified consistently.	Supports	
3.3.3 Error Suggestion (Level AA) If an <u>input error</u> is automatically detected and suggestions for correction are known, then the suggestions are provided to the user, unless it would jeopardize the security or purpose of the content.	Partially Supports	In Device Web Page, suggestions for the correction of errors are not offered for every error, but they are offered in many cases.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA) For Web pages that cause legal commitments or financial transactions for the user to occur, that modify or delete user-controllable data in data storage systems, or that submit user test responses, at least one of the following is true: 1. Reversible: Submissions are reversible.	Not Applicable	The Device Web page does not send any information to outside sites.

Criteria	Conformance Level	Remarks and Explanations
2. Checked: Data entered by the user is checked for input errors and the user is provided an opportunity to correct them.		
3. Confirmed: A mechanism is available for reviewing, confirming, and correcting information before finalizing the submission.		

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA) <u>Sign language interpretation</u> is provided for all <u>prerecorded audio</u> content in <u>synchronized media</u> .	Not Applicable	Not Applicable
1.2.7 Extended Audio Description (Prerecorded) (Level AAA) Where pauses in foreground audio are insufficient to allow <u>audio descriptions</u> to convey the sense of the video, <u>extended audio description</u> is provided for all <u>prerecorded video</u> content in <u>synchronized media</u> .	Not Applicable	Not Applicable
1.2.8 Media Alternative (Prerecorded) (Level AAA) An <u>alternative for time-based media</u> is provided for all <u>prerecorded synchronized media</u> and for all prerecorded <u>video-only media</u> .	Not Applicable	Not Applicable
1.2.9 Audio-only (Live) (Level AAA) An <u>alternative for time-based media</u> that presents equivalent information for <u>live audio-only content</u> is provided.	Not Applicable	Not Applicable
1.4.6 Contrast Enhanced (Level AAA) The visual presentation of text and images of text has a contrast ratio of at least 7:1, except for the following: <ul style="list-style-type: none"> • Large Text: Large-scale text and images of large-scale text have a contrast ratio of at least 4.5:1; • Incidental: Text or images of text that are part of an inactive user interface component, that are pure decoration, that are not visible to anyone, or that are part of a picture that contains significant other visual content, have no contrast requirement. 	Supports	

Criteria	Conformance Level	Remarks and Explanations
<ul style="list-style-type: none"> • Logotypes: Text that is part of a logo or brand name has no minimum contrast requirement. 		
<p>1.4.7 Low or No Background Audio (Level AAA)</p> <p>For prerecorded audio-only content that (1) contains primarily speech in the foreground, (2) is not an audio CAPTCHA or audio logo, and (3) is not vocalization intended to be primarily musical expression such as singing or rapping, at least one of the following is true:</p> <ul style="list-style-type: none"> • No Background: The audio does not contain background sounds. • Turn Off: The background sounds can be turned off. • 20 dB: The background sounds are at least 20 decibels lower than the foreground speech content, with the exception of occasional sounds that last for only one or two seconds. 	Supports	
<p>1.4.8 Visual Presentation (Level AAA)</p> <p>For the visual presentation of blocks of text, a mechanism is available to achieve the following:</p> <ol style="list-style-type: none"> 1.Foreground and background colors can be selected by the user. 2.Width is no more than 80 characters or glyphs (40 if CJK). 3.Text is not justified (aligned to both the left and the right margins). 4.Line spacing (leading) is at least space-and-a-half within paragraphs, and paragraph spacing is at least 1.5 times larger than the line spacing. 5.Text can be resized without assistive technology up to 200 percent in a way that does not require the user to scroll horizontally to read a line of text on a full-screen window. 	Partially Supports	
<p>1.4.9 Images of Text (No Exception) Control (Level AAA)</p> <p>Images of text are only used for <u>pure decoration</u> or where a particular presentation of <u>text is essential</u> to the information being conveyed.</p>	Does Not Support	
<p>2.1.3 Keyboard (No Exception) (Level AAA)</p> <p>All <u>functionality</u> of the content is operable through a <u>keyboard interface</u> without requiring specific timings for individual keystrokes.</p>	Supports	In the device web page, basically all contents can be operated with keyboard.
<p>2.2.3 No Timing (Level AAA)</p> <p>Timing is not an <u>essential</u> part of the event or activity presented by the content, except for non-interactive <u>synchronized media</u> and <u>real-time events</u>.</p>	Does Not Support	There is a time limit for an authenticated session.

Criteria	Conformance Level	Remarks and Explanations
2.2.4 Interruptions (Level AAA) Interruptions can be postponed or suppressed by the user, except interruptions involving an <u>emergency</u> .	Does Not Support	At the time of reboot or power failure, the session is disconnected regardless of the login status of the user.
2.2.5 Re-authenticating (Level AAA) When an authenticated session expires, the user can continue the activity without loss of data after re-authenticating.	Does Not Support	After re-authentication, the data being edited is lost.
2.3.2 Three Flashes (Level AAA) <u>Web pages</u> do not contain anything that <u>flashes</u> more than three times in any one second period.	Supports	There are no UI components in Device Web Page.
2.4.8 Location (Level AAA) Information about the user's location within a <u>set of Web pages</u> is available.	Supports	Site map is supported in order to browse the structure of Device Web page.
2.4.9 Link Purpose (Link Only) (Level AAA) A <u>mechanism</u> is available to allow the purpose of each link to be identified from link text alone, except where the purpose of the link would be <u>ambiguous to users in general</u> .	Supports	The link is prepared for moving to each setting page of device web page, and its purpose can be easily judged from the text of the link.
2.4.10 Section Headings (Level AAA) Section headings are used to organize the content.	Supports	The device web page has a hierarchical structure, and section headings are prepared in each page.
3.1.3 Unusual Words (Level AAA) A <u>mechanism</u> is available for identifying specific definitions of words or phrases <u>used in an unusual or restricted way</u> , including <u>idioms</u> and <u>jargon</u> .	Supports	In the device web page, If unclear settings are found, user can confirm by user manual uploaded on this web page.
3.1.4 Abbreviations (Level AAA) A <u>mechanism</u> for identifying the expanded form or meaning of <u>abbreviations</u> is available.	Supports	In the device web page, basically, abbreviations is not used. If unclear settings is found, user can confirm by user manual uploaded on this web page.
3.1.5 Reading Level (Level AAA) When text requires reading ability more advanced than the <u>lower secondary education level</u> after removal of proper names and titles, <u>supplemental content</u> , or a version that does not require reading ability more advanced than the lower secondary education level, is available.	Supports	
3.1.6 Pronunciation (Level AAA) A <u>mechanism</u> is available for identifying specific pronunciation of words where meaning of the words, in context, is ambiguous without knowing the pronunciation.	Does Not Support	

Criteria	Conformance Level	Remarks and Explanations
3.2.5 Change on Request (Level AAA) <u>Changes of context</u> are initiated only by user request or a <u>mechanism</u> is available to turn off such changes.	Does Not Support	At the time of reboot or power failure, the session is disconnected regardless of the login status of the user.
3.3.5 Help (Level AAA) <u>Context-sensitive help</u> is available.	Supports	In the device web page, user manual is uploaded on this page. User can use it.

2017 Section 508 Report

Notes:

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.	Partially Supports	*[For Operation Panel] (1) When input is determined or invalid, operation status is confirmed by a beeping sound. For operation of copy settings such as ratio or copy density, a special beeping sound at the center point such as 100% is provided to make it easier for people who are blind or visually impaired to find this value.

***[For Input through Key and Touch Panel]**

(2) The time it takes for the unit to recognize touch can be adjusted up to two seconds.

***[For Draft setting on Platen]**

(3) Setting documents on the tray can be done even without relying on vision because setting portion has a stopper.

***[For Paper Setting]**

(4) The tray operation can be recognized by touch, and this enables end-users to open and close tray and set paper with one hand.

(5) When it closes, the user can grasp it with the sense of touch or the sense of hearing.

(6) People who are blind or visually impaired can adjust machine settings with a PC through the webpage. The webpage can be read out loud by software on the PC.

***[For Automatic Document Feeder]**

(7) Setting documents in the document feeder can be done without relying on

vision because the document feeder has stopper guides.

Vision is not required for a user to set documents in the document feeder.

***[For Appearance]**

(8) Operation area for door, etc., can be recognized by touch.

***[For System Operation]**

(9) When a user presses an unauthorized key, a beeping sound should go off to prevent unintentional operation.

***[For Main Power Switch]**

(10) Power On/Off status can be recognized by touch.

(11) Power switch can be recognized by touch.

(12) The power switch is located away from other keys so as not to be pressed mistakenly.

***[For Fax] (Option)**

	<p>(13) Provide users alternative measures other than vision to know such as sound when the fax receives messages.</p> <p>*[For Touch Panel]</p> <p>(14) Adjusting the time for key recognition is possible.</p> <p>(15) It is not necessary to use the touch panel for adjusting the machine. This can be accomplished through the webpage or with remote front panel.</p> <p>*[For System Operation Function]</p> <p>(16) Recovering from Auto Power shutoff mode can be done smoothly without relying on vision.</p>
<p>302.2 With Limited Vision</p> <p>Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.</p>	<p>*[For Operation Panel]</p> <p>(1) Font size may be expanded by utilizing the Enlarge Display Mode, and Icon button size on the Home Screen can be expanded by customizing the Home Screen.</p> <p>(2) Color type of the screen can be chosen; there is a universal-design type.</p> <p>(3) The color of the Output tray is dark gray for increased contrast between paper</p>

		<p>and tray. This makes it easier to find papers on the tray.</p> <p>(4) The Color of Original guides on the Document feeder tray are dark gray. This increases the contrast between the original and the guides making adjusting the guides easier.</p> <p>(5) A Hard Keyboard (Standard on select models) is also available in addition to the soft keyboard within the touch panel. This assists in more accurate input of text (inputting e-mail addresses, for example)</p>
<p>302.3 Without Perception of Color</p> <p>Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.</p>	<p>Supports</p>	<p>*[For Operation Panel]</p> <p>(1) Font size may be expanded by utilizing the Enlarge Display Mode, and Icon button size on the Home Screen can be expanded by customizing the Home Screen.</p> <p>(2) Color type of the screen can be chosen; there is a universal-design type.</p> <p>(3) The color of the Output tray is dark gray for increased contrast between paper and tray. This makes it easier to find papers on the tray.</p> <p>(4) The Color of Original guides on the Document feeder tray are dark gray. This increases the contrast between the</p>

		original and the guides making adjusting the guides easier. (5) A Hard Keyboard (Standard on select models) is also available in addition to the soft keyboard within the touch panel. This assists in more accurate input of text (inputting e-mail addresses, for example).
302.4 Without Hearing Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.	Not Applicable	No operations require hearing
302.5 With Limited Hearing Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.	Not Applicable	No audio information will be provided
302.6 Without Speech Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.	Not Applicable	No Functions Require Speech
302.7 With Limited Manipulation Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.	Supports	The UI for this product does not require complex manipulation or simultaneous button presses/gestures.
302.8 With Limited Reach and Strength Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.	Supports	*[For Automatic Document Feeder] (1) Allows end-users to close it with one hand easily from the maximum open/close angle.

		<p>(2) Door etc. can be opened/closed with one hand.</p> <p>(3) When end-user presses unauthorized key, a beeping sound should go off to prevent unintentional operation.</p> <p>(4) Adjusting the time for key reception is possible.</p> <p>*[For Whole System]</p> <p>(5) All operations can be done with one hand and do not require tight grasping, or twisting of the wrist.</p> <p>(6) The paper tray can be easily opened/closed with a universal handle.</p> <p>[For Operation Panel]</p> <p>(7) Operation panel can be tilted freely.</p> <p>[For Program Mode]</p> <p>(8) When performing routine work, a user can set a Program which includes all the functions necessary to perform that job.</p>
<p>302.9 With Limited Language, Cognitive, and Learning Abilities</p> <p>ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.</p>	<p>Supports</p>	<p>Paper and PDF</p> <p>Compatible telephone support</p>

Online (HTML, PDF), Supports Screen Readers

Additionally, MY Sharp which provides text, sound, and images

Chapter 4: Hardware

Notes:

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen	Not Applicable	
Speech output shall be provided for all information displayed on-screen.		
402.2.2 Transactional Outputs	Not Applicable	
Where transactional outputs are provided, the speech output shall audibly provide all information necessary to verify a transaction.		
402.2.3 Speech Delivery Type and Coordination	Partially Supports	<p>Current Technology provides no equivalent to touch-screen display panels. However, note the following:</p> <p>[For Whole System]</p> <p>(1) Provided end-users with remote operation function to execute their regular jobs from their computers.</p> <p>(2) Frequency of over 2.5KHz isn't used when there is a beeping sound.</p>

Criteria	Conformance Level	Remarks and Explanations
		[For Operation Panel] (3) Provides measures to emit a beeping sound from the base point for the operations requiring end-users to switch plural options (including set values and setting modes) in a routine rotation.
402.2.4 User Control Speech output for any single function shall be automatically interrupted when a transaction is selected. Speech output shall be capable of being repeated and paused.	Not Applicable	
402.2.5 Braille Instructions Where speech output is required by 402.2, braille instructions for initiating the speech mode of operation shall be provided. Braille shall be contracted and shall conform to 36 CFR part 1191, Appendix D, Section 703.3.1.	Not Applicable	
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening Where ICT provides private listening, it shall provide a mode of operation for controlling the volume. Where ICT delivers output by an audio transducer typically held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.	Not Applicable	
402.3.2 Non-private Listening Where ICT provides non-private listening, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. A function shall be provided to automatically reset the volume to the default level after every use.	Not Applicable	
402.4 Characters on Display Screens At least one mode of characters displayed on the screen shall be in a sans serif font. Where ICT does not provide a screen enlargement feature, characters shall be 3/16 inch (4.8 mm) high minimum based on the uppercase letter "I". Characters shall contrast with their background with either light characters on a dark background or dark characters on a light background.	Supports	Sharpdesk software doesn't have the ability to adjust color and contrast settings. The printer driver doesn't have the ability to adjust color and contrast settings. Printer Status Monitor doesn't have the

Criteria	Conformance Level	Remarks and Explanations
		ability to adjust color and contrast settings. In the operation panel of the unit, users can select from a variety of color schemes.
402.5 Characters on Variable Message Signs Characters on variable message signs shall conform to section 703.7 Variable Message Signs of ICC A117.1-2009 (Incorporated by reference, see 702.6.1).	Not Applicable	No characters on variable message signs
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General ICT that transmits or converts information or communication shall not remove non-proprietary information provided for accessibility or shall restore it upon delivery.	Supports	Non-proprietary information provided for accessibility during the transmission of information or the import/export of settings is not removed by this product.
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General The same degree of privacy of input and output shall be provided to all individuals. When speech output required by 402.2 is enabled, the screen shall not blank automatically.	Supports	The necessary information for the operation is all displayed on the operation panel.
406 Standard Connections	Heading cell – no response required	Heading cell – no response required
406.1 General Where data connections used for input and output are provided, at least one of each type of connection shall conform to industry standard non-proprietary formats.	Supports	This product provides a connection method that conforms to a non-proprietary industry standard.
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast Where provided, keys and controls shall contrast visually from background surfaces. Characters and symbols shall contrast visually from background surfaces with either light characters or symbols on a dark background or dark characters or symbols on a light background.	Supports	There is considerable contrast between characters, symbols, and the backgrounds used by keys and other controls.
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
<p>407.3.1 Tactilely Discernible</p> <p>Input controls shall be operable by touch and tactilely discernible without activation.</p>	Supports	<p>[For Operation Panel]</p> <p>(1) Major keys are recognized not only with vision but also with touch.</p> <p>(2) Frequently used keys are aligned to be recognized easily, have different shapes and colors, so as to be distinguished easier.</p> <p>[For Input through key]</p> <p>(3) The upper sides of the buttons are concave.</p>
<p>407.3.2 Alphabetic Keys</p> <p>Where provided, individual alphabetic keys shall be arranged in a QWERTY-based keyboard layout and the "F" and "J" keys shall be tactilely distinct from the other keys.</p>	Partially Supports	Retractable qwerty keyboard is standard on Advanced Series models. This is not available on the Essential Series models.
<p>407.3.3 Numeric Keys</p> <p>Where provided, numeric keys shall be arranged in a 12-key ascending or descending keypad layout. The number five key shall be tactilely distinct from the other keys. Where the ICT provides an alphabetic overlay on numeric keys, the relationships between letters and digits shall conform to ITU-T Recommendation E.161 (incorporated by reference, see 702.7.1).</p>	Partially Supports	Optional braille overlay is available, which provides tactile #5 key for basic copy function.
<p>407.4 Key Repeat</p> <p>Where a keyboard with key repeat is provided, the delay before the key repeat feature is activated shall be fixed at, or adjustable to, 2 seconds minimum.</p>	Supports	<p>*[For Input through key, touch panel]</p> <p>(1) The key repeat function delay timing can be adjusted or this function is may be deactivated.</p> <p>(2) Key repeat function can adjust the repeat start time (t1) up to 2 seconds or disable it.</p>

Criteria	Conformance Level	Remarks and Explanations
		[For System Operation Function]
<p>407.5 Timed Response</p> <p>Where a timed response is required, the user shall be alerted visually, as well as by touch or sound, and shall be given the opportunity to indicate that more time is needed.</p>	Partially Supports	Although there is no notice to end-users of a timeout, there is a setting to adjust the timeout length so end-users have enough time to complete their task prior to the timeout. Alternately, the timeout function can be stopped if necessary. The amount of time a message is displayed can be adjusted so the user has sufficient time to read the message.
<p>407.6 Operation</p> <p>At least one mode of operation shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2 N) maximum.</p>	Partially Supports	The basic operation of the device supports this. It can not be applied for maintenance and setup.
<p>407.7 Tickets, Fare Cards, and Keycards</p> <p>Where tickets, fare cards, or keycards are provided, they shall have an orientation that is tactilely discernible if orientation is important to further use of the ticket, fare card, or keycard.</p>	Not Applicable	
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
<p>407.8.1 Vertical Reference Plane</p> <p>(j) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following:</p> <p>(1) The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length (see Figure 1 of this part)</p>	Supports	Applicable

Criteria	Conformance Level	Remarks and Explanations
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		
407.8.1.1 Vertical Plane for Side Reach Where a side reach is provided, the vertical reference plane shall be 48 inches (1220 mm) long minimum.	Supports	
407.8.1.2 Vertical Plane for Forward Reach Where a forward reach is provided, the vertical reference plane shall be 30 inches (760 mm) long minimum.	Supports	
407.8.2 Side Reach Operable parts of ICT providing a side reach shall conform to 407.8.2.1 or 407.8.2.2. The vertical reference plane shall be centered on the operable part and placed at the leading edge of the maximum protrusion of the ICT within the length of the vertical reference plane. Where a side reach requires a reach over a portion of the ICT, the height of that portion of the ICT shall be 34 inches (865 mm) maximum.	Partially Supports	The height of the reader platen does not support the criteria when in the open position. It is within the range of numerical value when only machine without option or optional one step desk is installed. Also, the document feeder has a hole to attach a string to pull to close.
407.8.2.1 Unobstructed Side Reach Where the operable part is located 10 inches (255 mm) or less beyond the vertical reference plane, the operable part shall be 48 inches (1220	Supports	It is within the range of numerical value when only machine without option or optional one step desk is installed. Also,

Criteria	Conformance Level	Remarks and Explanations		
mm) high maximum and 15 inches (380 mm) high minimum above the floor.		the document feeder has a hole to attach a string to pull to close.		
407.8.2.2 Obstructed Side Reach Where the operable part is located more than 10 inches (255 mm), but not more than 24 inches (610 mm), beyond the vertical reference plane, the height of the operable part shall be 46 inches (1170 mm) high maximum and 15 inches (380 mm) high minimum above the floor. The operable part shall not be located more than 24 inches (610 mm) beyond the vertical reference plane.	Partially Supports	The height of the reader platen does not support the criteria when in the open position. It is within the range of numerical value when only machine without option or optional one step desk is installed. Also, the document feeder has a hole to attach a string to pull to close.		
407.8.3 Forward Reach Operable parts of ICT providing a forward reach shall conform to 407.8.3.1 or 407.8.3.2. The vertical reference plane shall be centered, and intersect with, the operable part. Where a forward reach allows a reach over a portion of the ICT, the height of that portion of the ICT shall be 34 inches (865 mm) maximum.	Not Applicable			
407.8.3.1 Unobstructed Forward Reach Where the operable part is located at the leading edge of the maximum protrusion within the length of the vertical reference plane of the ICT, the operable part shall be 48 inches (1220 mm) high maximum and 15 inches (380 mm) high minimum above the floor.	Not Applicable			
407.8.3.2 Obstructed Forward Reach Where the operable part is located beyond the leading edge of the maximum protrusion within the length of the vertical reference plane, the operable part shall conform to 407.8.3.2. The maximum allowable forward reach to an operable part shall be 25 inches (635 mm).	Not Applicable			
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach The height of the operable part shall conform to Table 407.8.3.2.1.				
Table 407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach	Not Applicable			
<table><tr><td>Reach Depth</td><td>Operable Part Height</td></tr></table>	Reach Depth	Operable Part Height		
Reach Depth	Operable Part Height			

Criteria		Conformance Level	Remarks and Explanations
Less than 20 inches (510 mm)	48 inches (1220 mm) maximum		
20 inches (510 mm) to 25 inches (635 mm)	44 inches (1120 mm) maximum		
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach		Not Applicable	
Knee and toe space under ICT shall be 27 inches (685 mm) high minimum, 25 inches (635 mm) deep maximum, and 30 inches (760 mm) wide minimum and shall be clear of obstructions.			
408 Display Screens		Heading cell – no response required	Heading cell – no response required
408.2 Visibility			
Where stationary ICT provides one or more display screens, at least one of each type of display screen shall be visible from a point located 40 inches (1015 mm) above the floor space where the display screen is viewed.		Supports	
408.3 Flashing			
Where ICT emits lights in flashes, there shall be no more than three flashes in any one-second period.		Supports	Sharpdesk software doesn't flash or blink text contents. The printer driver is not designed to flash or blink. Printer Status Monitor is not designed to flash or blink. The operation panel of the unit is not designed to flash or blink.
EXCEPTION: Flashes that do not exceed the general flash and red flash thresholds defined in WCAG 2.0 (incorporated by reference, see 702.10.1) are not required to conform to 408.3.			
409 Status Indicators		Heading cell – no response required	Heading cell – no response required
409.1 General			
Where provided, status indicators shall be discernible visually and by touch or sound.		Supports	Status indicators, including all locking or toggle controls or keys (e.g., Caps Lock and Num Lock keys), shall be discernible visually and by touch or sound.

Chapter 5: Software

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.0 section	See information in WCAG section
502 Interoperability with Assistive Technology	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Supports	
Platform software shall provide user control over platform features that are defined in the platform documentation as accessibility features.		
502.2.2 No Disruption of Accessibility Features	Supports	Sharpdesk software runs on Microsoft® OS and utilities.
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		Printer Driver is not designed to disrupt or disable other functions by design. Printer Status Monitor is not designed to disrupt or disable other functions by design.
		The operation panel of unit is not designed to disrupt or disable other functions by design.
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Partially Supports	When Sharpdesk software displays image data, text describing the image is also displayed (for example thumbnails are labeled with the name of each file in Desktop).
(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		Regarding the printer driver, the information conveyed by images can be available in text. However, the information

Criteria	Conformance Level	Remarks and Explanations
		conveyed by the image of the MFP cannot be available in text. Regarding Printer Status Monitor, the information conveyed by the image can be available in text. Some icons are explained by the Help Menu.
502.3.2 Modification of Object Information States and properties that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Supports	
502.3.3 Row, Column, and Headers If an object is in a data table, the occupied rows and columns, and any headers associated with those rows or columns, shall be programmatically determinable.	Does Not Support	
502.3.4 Values Any current value(s), and any set or range of allowable values associated with an object, shall be programmatically determinable.	Supports	
502.3.5 Modification of Values Values that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Supports	
502.3.6 Label Relationships (e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.	Supports	If an icon, an indicator and an element have the same image each of them has the same meaning in Sharpdesk software. If an icon, an indicator and an element have the same image each of them has the same meaning in the printer driver. If an icon, an indicator and an element have the same image each of them has the same meaning in Printer Status Monitor.

Criteria	Conformance Level	Remarks and Explanations
		If an icon, an indicator and an element have the same image each of them has the same meaning in Operation Panel of Unit.
502.3.7 Hierarchical Relationships		
Any hierarchical (parent-child) relationship that a component has as a container for, or being contained by, another component shall be programmatically determinable.	Partially Supports	
502.3.8 Text		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.	Supports	Sharpdesk software displays text contents using functions of the OS. The printer driver displays text contents using functions of the OS. Printer Status Monitor displays text contents using functions of the OS.
502.3.9 Modification of Text		
Text that can be set by the user shall be capable of being set programmatically, including through assistive technology.	Supports	
502.3.10 List of Actions		
A list of all actions that can be executed on an object shall be programmatically determinable.	Supports	
502.3.11 Actions on Objects		
Applications shall allow assistive technology to programmatically execute available actions on objects.	Not Applicable	
502.3.12 Focus Cursor		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.	Partially Supports	Regarding Sharpdesk software, if the focus changes, the target will change in some ways. For example, the frame color will change if a thumbnail is focused. The text will be bold if focused. Regarding the printer driver, if the focus changes, the target will change in some

Criteria	Conformance Level	Remarks and Explanations
		ways. For example, the frame line will change if an icon button is focused. Regarding Printer Status Monitor, if the focus changes, the target will not change.
502.3.13 Modification of Focus Cursor Focus, text insertion point, and selection attributes that can be set by the user shall be capable of being set programmatically, including through the use of assistive technology.	Does Not Support	
502.3.14 Event Notification Notification of events relevant to user interactions, including but not limited to, changes in the component's state(s), value, name, description, or boundary, shall be available to assistive technology.	Partially Supports	Visual notifications are available through the touch screen
502.4 Platform Accessibility Features Platforms and platform software shall conform to the requirements in ANSI/HFES 200.2, Human Factors Engineering of Software User Interfaces — Part 2: Accessibility (2008) (incorporated by reference, see 702.4.1) listed below: A. Section 9.3.3 Enable sequential entry of multiple (chorded) keystrokes; B. Section 9.3.4 Provide adjustment of delay before key acceptance; C. Section 9.3.5 Provide adjustment of same-key double-strike acceptance; D. Section 10.6.7 Allow users to choose visual alternative for audio output; E. Section 10.6.8 Synchronize audio equivalents for visual events; F. Section 10.6.9 Provide speech output services; and G. Section 10.7.1 Display any captions provided.	Does Not Support	
503 Applications	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences Applications shall permit user preferences from platform settings for color, contrast, font type, font size, and focus cursor.	Partially Supports	Changing font color (white / black) on the control panel, change font size

Criteria	Conformance Level	Remarks and Explanations
503.3 Alternative User Interfaces		
Where an application provides an alternative user interface that functions as assistive technology, the application shall use platform and other industry standard accessibility services.	Partially Supports	
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls		
Where user controls are provided for volume adjustment, ICT shall provide user controls for the selection of captions at the same menu level as the user controls for volume or program selection.	Not Applicable	Not Applicable
503.4.2 Audio Description Controls		
Where user controls are provided for program selection, ICT shall provide user controls for the selection of audio descriptions at the same menu level as the user controls for volume or program selection.	Not Applicable	Not Applicable
504 Authoring Tools	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)		
Authoring tools shall provide a mode of operation to create or edit content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) for all supported features and, as applicable, to file formats supported by the authoring tool. Authoring tools shall permit authors the option of overriding information required for accessibility.	See WCAG 2.0 section	See information in WCAG section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion		
Authoring tools shall, when converting content from one format to another or saving content in multiple formats, preserve the information required for accessibility to the extent that the information is supported by the destination format.	Supports	Non-proprietary information provided for accessibility during the transmission of information or the import/export of settings is not removed by this product.
504.2.2 PDF Export		
Authoring tools capable of exporting PDF files that conform to ISO 32000-1:2008 (PDF 1.7) shall also be capable of exporting PDF files that conform to ANSI/AIIM/ISO 14289-1:2016 (PDF/UA-1) (incorporated by reference, see 702.3.1).	Not Applicable	Not Applicable

Criteria	Conformance Level	Remarks and Explanations
504.3 Prompts Authoring tools shall provide a mode of operation that prompts authors to create content that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) for supported features and, as applicable, to file formats supported by the authoring tool.	Not Applicable	Not Applicable
504.4 Templates Where templates are provided, templates allowing content creation that conforms to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1) shall be provided for a range of template uses for supported features and, as applicable, to file formats supported by the authoring tool.	Not Applicable	Not Applicable

Chapter 6: Support Documentation and Services

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features Documentation shall list and explain how to use the accessibility and compatibility features required by Chapters 4 and 5. Documentation shall include accessibility features that are built-in and accessibility features that provide compatibility with assistive technology.	Supports	Documentation provided shall explain how to use the accessibility and compatibility features required by chapters 4 and 5.
602.3 Electronic Support Documentation Documentation in electronic format, including Web-based self-service support, shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.0 (incorporated by reference, see 702.10.1).	See <u>WCAG 2.0</u> section	See information in WCAG section
602.4 Alternate Formats for Non-Electronic Support Documentation Where support documentation is only provided in non-electronic formats, alternate formats usable by individuals with disabilities shall be provided upon request.	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features		
b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.	Partially Supports	HTML
603.3 Accommodation of Communication Needs		Paper and PDF
(c) Support services for products shall accommodate the communication needs of end-users with disabilities.	Supports	Compatible telephone support Online (HTML, PDF), Supports Screen Readers Additionally, MY Sharp which provides text, sound, and images



Exhibit A-3

Equipment Sales Order Form

College of Southern Nevada		3200 E Cheyenne Ave North Las Vegas, NV 89030
QTY	Item Number	Description
91	MX-M5071	50 pages per minute monochrome Sharp multi-function system
91	MX-DE27	Copier Stand with 3 550-sheets universal size paper drawers
91	MX-FN27	Space saving 50-sheet Stapling Inner Finisher
6	MX-2651	26 pages per minute color Sharp multi-function system
6	MX-DE25	Copier stand with (1) 550-sheets universal size paper drawer
6	MX-FN27	Space saving 50-sheet Stapling Inner Finisher
6	MX-PK13	Adobe PostScript Expansion Kit which allows printing from Mac devices
97	RDR-6081AKU	Prox Card Reader for additional security

Service Type	Monthly Base Pages	Monthly Base Charges
Add to B/W MPS Contract MX-M5071	Actual Usage	\$0.0025
Add to B/W MPS Contract MX-2651	Actual Usage	\$0.0025
Add to Color MPS Contract MX-2651	Actual Usage	\$0.0299

PO#	Purchase Type	Terms	Purchase Option	Minimum Monthly Payment
	Lease	60 months	FMV	\$6,515.53 (plus applicable taxes) (Service will be billed Monthly by LOC based on actual usage)

Additional Notes
<ul style="list-style-type: none"> PLEASE REFER TO MASTER CONTRACT FOR OVERRIDING TERMS & CONDITIONS. METER RATE IS FOR 1ST YEAR ONLY - IT WILL THEN INCREASE TO \$.0059 PER B/W AND \$.042 PER COLOR.



Exhibit A-4
PaperCut Sales Order Form

College of Southern Nevada		3200 E Cheyenne Ave North Las Vegas, NV 89030
QTY	Item Number	Description
97	PC-MISC	PaperCut Transfer License
97	PC-RENEW	PaperCut 60-Month Maintenance & Support

PO#	Purchase Type	Terms	Purchase Option	Subtotal
	One-Time Purchase		Net 30	\$32,883.00 (plus applicable taxes)

Additional Notes
• PLEASE REFER TO MASTER CONTRACT FOR OVERRIDING TERMS & CONDITIONS.

EXHIBIT C – LEASE AGREEMENT



EQUIPMENT FINANCE

**State & Local Government
Lease Agreement**

APPLICATION NO.

AGREEMENT NO.

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448The words "Lessee," "you" and "your" refer to **Customer**. The words "Lessor," "we," "us" and "our" refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**.**CUSTOMER INFORMATION**

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A**TERM AND PAYMENT INFORMATION**

Payments* of \$

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default, non-appropriation or nonrenewal under this Agreement, as applicable, has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use. If the selected purchase option for this Agreement is \$1.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

☐ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

____ Customer's Initials

☐ Purchase all of the Equipment for \$1.00.

____ Customer's Initials

LESSOR ACCEPTANCE**U.S. Bank Equipment Finance**

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGES 2 AND 3 ATTACHED HERETO.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

ACCEPTANCE DATE

TERMS AND CONDITIONS (Continued on Page 3)

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for your essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

3. **INITIAL TERM AND RENEWAL TERM(S):** The term of this Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate this Agreement under paragraph 6 as of the end of any fiscal year, this Agreement will be deemed automatically renewed for the next succeeding renewal term. An election by you to terminate this Agreement under paragraph 6 is not a default. Notwithstanding anything herein to the contrary, if we cancel this Agreement following a default by you, we may require that you pay the unpaid balance of Payments under this Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

4. **SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under this Agreement, such Supplement, as it incorporates the terms and conditions of this Agreement, shall be a separate financing distinct from this Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to this Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in this Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

5. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** Except as expressly stated herein, we own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. Subject to paragraph 6, you will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

6. **NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

7. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims other than liens and claims under this Agreement; and (iii) at your address shown on page 1 of this Agreement, and you agree not to move the Equipment unless we agree in writing. To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) to show our interest.

8. **INSURANCE; COLLATERAL PROTECTION; RISK OF LOSS; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. As between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

9. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

10. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any enforcement of our rights under this Agreement after a default by you, you agree to pay our costs and expenses, **including reasonable attorneys' fees and collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

11. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof, including the appropriation of funds to pay amounts due under this Agreement. This may include compiled, reviewed or audited annual financial statements within 120 days after your fiscal year end, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

12. END OF TERM: Unless the purchase option is \$1.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

13. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; **(ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile,** scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance. Any provision in this Agreement requiring you to pay amounts due under this Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew this Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

14. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

15. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



TERMS AND CONDITIONS ADDENDUM

AGREEMENT #
2928462

Addendum to Agreement # 2928462, between **CITY OF LAS VEGAS**, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor/Secured Party. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party. This Addendum is specific to the aforementioned Agreement # and shall not be incorporated into any future supplements/schedules thereto.

The parties wish to amend the above-referenced Agreement as follows:

END OF LEASE OPTIONS on page 1:
This section has been removed in its entirety.

Paragraph 10. DEFAULT AND REMEDIES:
Sentence 2 has been amended and restated to read:

"If you are ever in default, and such default is not cured within 15 days after written notice from us, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%, which in the case of a bankruptcy default shall be automatically due without notice or demand."

Paragraph 12. END OF TERM:
Sentences 1-3, as stated here, have been removed in their entirety:

"Unless the purchase option is \$1.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned."

Sentence 4 has been amended and restated to read:

"At the end of the 60 month term, you will make available for pickup by Les Olson Company all of the Equipment, at the expense of Les Olson Company, in the condition as maintained by Les Olson Company throughout the 60 month term."

The following sentence has been added as Sentence 5:

"City of Las Vegas shall be responsible to repair any Equipment damage that is a direct result of any action or inaction of the City of Las Vegas."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor/Secured Party

Signature

Title

Date

CITY OF LAS VEGAS

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



NEVADA ADDENDUM (STATE AND LOCAL GOVERNMENT)

AGREEMENT #

Addendum to Agreement # _____ and any future supplements/schedules thereto, between _____, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

You represent to us that, to the extent required by applicable law (a) the Agreement has been approved by the Executive Director of the Nevada Tax Commission, (b) the Agreement was approved by resolution of your governing body, and such resolution was approved by two-thirds of the members of such governing body, and (c) the resolution approving the Agreement was in form that complies with Nevada Revised Statutes Section 350.087, including the required findings of fact, and was published in accordance with the requirements of Section 350.087. To the extent required by applicable law, you agree to update your plan for capital improvements in accordance with the requirements of Nevada Revised Statutes Section 350.091.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date _____

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT. UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

**LESSEE'S GENERAL AND
INCUMBENCY CERTIFICATE****AGREEMENT #**

2928462

GENERAL CERTIFICATE

Re: Lease Agreement # 2928462, between City of Las Vegas, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Agreement (the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the state where Lessee is located.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default or a nonappropriation event exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Equipment under the Agreement has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

City of Las Vegas

X

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Lease Agreement # 2928462, between City of Las Vegas, as Lessee ("Lessee") and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above) as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement was approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF -PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
		X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LESSEE'S COUNSEL'S OPINION

[To be provided on letterhead of Lessee's counsel.]

U.S. Bank Equipment Finance
1310 Madrid Street
Marshall, MN 56258

City of Las Vegas
495 S. Main St.
Las Vegas NV 89101

RE: Agreement # 2928462 between U.S. Bank Equipment Finance and City of Las Vegas.

Ladies and Gentlemen:

We have acted as special counsel to City of Las Vegas ("Lessee"), in connection with Agreement #2928462, dated as of (insert date lease Agreement was signed by city), between City of Las Vegas, as Lessee, and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____



Corporate Office: 3244 South 300 West SLC, UT 84115 - (P) 801-486-7431 (F) 801-486-7494

Sales Order # 634349
Customer # 05-CITLV
Sales Rep: Bonnie Levenberg
Order Date: Sep 2, 2022

Sold To
City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

DESCRIPTION		QTY
1.	See attached Schedule A.	

For all Terms and Conditions, please refer to attached US Bank lease documents.

PO#	Purchase Type	Terms	Purchase Option	Monthly Lease Payment
	Lease	60 Months	FMV	\$13,753.25

Accepted by: _____ Title: _____ Date: _____

CITY OF LAS VEGAS - SCHEDULE A

Current Equipment Tag #	Current Sharp Model	Current Sharp Serial Number	Location name	Address	Location Specifics	New Sharp Provided Equipment/Accessories	Monthly Payment
MFD-054	MK-3070N	75111059	City of Las Vegas	495 S Main St	City Council 7th Fl	BP-70C31, D514, FN13, FN15B	\$87.34
MFD-062	MK-3070N	75111729	City of Las Vegas	495 S Main St	HR Copyrm 2nd Fl	BP-70C31, D514, FN14, FN15B, FN11	\$99.38
MFD-063	MK-3070N	75111729	City of Las Vegas	495 S Main St	HR Business & Development 6th fl west	BP-70C31, D514, FN13, FN15B, FN11	\$87.34
MFD-064	MK-3070N	75111635	City of Las Vegas	495 S Main St	Cultural Affairs Copyrm 4th fl west	BP-70C31, D514, FN13, FN15B	\$87.34
MFD-065	MK-3070N	75111789	City of Las Vegas	495 S Main St	HR Business & Development 6th fl east	BP-70C31, D514, FN13, FN15B, FN11	\$95.71
MFD-072	MK-3070N	75111449	City of Las Vegas	495 S Main St	City of Las Vegas Library	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-077	MK-3070N	75110929	City of Las Vegas	495 S Main St	5th Floor Public Works	BP-70C31, D514, FN13, FN15B	\$74.09
MFD-084	MK-3070N	75112112	City of Las Vegas	495 S Main St	Office of City Manager 7th fl	BP-70C31, D514, FN13, FN15B	\$87.34
MFD-085	MK-3070N	75111449	City of Las Vegas	495 S Main St	Office of City Manager 7th fl	BP-70C31, D514, FN13, FN15B	\$87.34
MFD-088	MK-3070N	75111829	City of Las Vegas	495 S Main St	Council Chambers 2nd fl east	BP-70C31, D514, FN13, FN15B	\$87.34
MFD-099	MK-3070N	75077899	City of Las Vegas	495 S Main St	IT Dept Basement	BP-70C31, D514, FN14, FN15B, FN11	\$96.76
MFD-112	MK-3070N	75112069	City of Las Vegas	495 S Main St	HR & HR Department	BP-70C31, D514, FN13, FN15B, FN11	\$98.10
MFD-155	MK-3070N	75111449	City of Las Vegas	495 S Main St	Building & Safety 1st Floor	BP-70C31, D514, FN14, FN15B, FN11	\$96.76
MFD-162	MK-3070N	75111889	City of Las Vegas	495 S Main St	DEVELOPMENT CORPORATION ROOM	BP-70C31, D514, FN14, FN15B	\$93.01
MFD-210	MK-3070N	75111889	City of Las Vegas	495 S Main St	City Attorney 4th Floor W	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-217	MK-3070N	75111879	City of Las Vegas	495 S Main St	VDO 5th Floor East	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-251	MK-3070N	75112449	City of Las Vegas	495 S Main St	3rd Fl Community Services	BP-70C31, D514, FN13, FN15B	\$74.09
MFD-252	MK-3070N	75111379	City of Las Vegas	495 S Main St	1st Floor Office Closed to Elevators to the left	BP-70C31, D513, FN13	\$96.79
MFD-253	MK-3070N	75074513	City of Las Vegas - Mirabelli Community	6200 Hargrave Ave	Mirabelli Community Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-275	MK-3070N	75110729	City of Las Vegas - Pavilion Center Pool	103 S Pavilion Center Dr	Pavilion Center Pool	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-318	MK-3070N	75111729	City of Las Vegas - Centennial Hills Com C	6601 S Buffalo Dr	Centennial Hills Community Active Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-375	MK-3070N	75110889	City of Las Vegas - Charleston Heights Arts	800 Brush St	Charleston Heights Arts Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-381	MK-3070N	75111729	City of Las Vegas - Charleston Heights Arts	800 Brush St	LV Arts Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-073	MK-3070N	75111889	City of Las Vegas - Chuck Motter Sports	277 N Mojave Rd	Chuck Motter Sports	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-108	MK-3070N	75110639	City of Las Vegas - Cimarron Community Center	5199 N Cimarron	Cimarron Community Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-046	MK-3070N	75111419	City of Las Vegas - DE Bldg F	2150 F Stewart Ave	DE LT Office Bldg F	BP-70C31, D514, FN11, FN11	\$76.18
MFD-060	MK-3070N	75110879	City of Las Vegas - Dept of Public Safety	813 N Las Vegas Blvd	DE LT Office 3rd Fl	BP-70C31, D514, FN13, FN15B	\$87.34
MFD-061	MK-3070N	75111859	City of Las Vegas - Dept of Public Safety	813 N Las Vegas Blvd	3rd Fl HR Dept	BP-70C31, D514, FN13, FN15B, FN11	\$96.76
MFD-070	MK-3070N	75112449	City of Las Vegas - Dept of Public Safety	813 N Las Vegas Blvd	HR Break Room	BP-70C31, D514, FN14, FN15B	\$93.01
MFD-083	MK-3070N	75071269	City of Las Vegas - Dept of Public Safety	813 N Las Vegas Blvd	DE LT Office 3rd Fl	BP-70C31, D514, FN13, FN15B	\$87.34
MFD-114	MK-3070N	75112769	City of Las Vegas - Dept of Public Safety	813 N Las Vegas Blvd	HR Supply 3rd Fl	BP-70C31, D514, FN14, FN15B	\$93.10
MFD-183	MK-3070N	75112439	City of Las Vegas - Detention Senior Center	3343 S Washington Ave	Detention Senior Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-038	MK-3070N	75111489	City of Las Vegas - Detention Admin Trailer	3300 S Stewart Ave	Detention Admin Trailer	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-174	MK-3070N	75071920	City of Las Vegas - Detention Administration	3300 Stewart Ave	Internal Affairs	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-090	MK-3070N	75111739	City of Las Vegas - Detention Sub Station	6841 S Lone Mtn	Police Substation	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-006	MK-3070N	75111109	City of Las Vegas - Doka Gym	495 S Main St	PO Box 1	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-005	MK-3070N	75112429	City of Las Vegas - Doolittle Senior Center	1930 S Street	Doolittle Community Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-186	MK-3070N	75111039	City of Las Vegas - DPS Animal Control	2844 S Charleston Blvd	Livestock	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-109	MK-3070N	75111189	City of Las Vegas - Doka Gym	495 S Main St	Event Deck	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-047	MK-3070N	75077749	City of Las Vegas - Durango Hills	3273 S Durango Blvd	Durango Hills WPCF	BP-70C31, D512, FN13, FN15B, FN11	\$89.45
MFD-040	MK-3070N	75110799	City of Las Vegas - East Service Center	3104 S Bonanza Rd	Facilities Management - Code Key Key 91929	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-151	MK-3070N	75111109	City of Las Vegas - East Service Center	3104 S Bonanza Rd	DE LT Office 2nd Fl	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-022	MK-3070N	75112339	City of Las Vegas - ELV Community Center	250 N Eastern Ave	East LV Community Center Rm 104A	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-058	MK-3070N	75111719	City of Las Vegas - Emergency Operations	7353 Sander Dr	City Managers Emergency Management	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-163	MK-3070N	75111819	City of Las Vegas - Emergency Operations	7353 Sander Dr	Event and	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-026	MK-3070N	75112449	City of Las Vegas - Field Ops Service Center	2875 Bonanza Dr	Field Ops Parks & Open Spaces West yard	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-027	MK-3070N	75112479	City of Las Vegas - Field Ops Service Center	2875 Bonanza Dr	Field Ops Streets Division West and Field	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-089	MK-3070N	75076769	City of Las Vegas - Fire Station 302	495 S Main St	Public Affairs 302 Office #180	BP-70C31, D514, FN13, FN15B, FN11	\$74.09
MFD-103	MK-3070N	75112619	City of Las Vegas - Fire Admin Station 1	300 N Casino Center Blvd	Fire Admin 3rd Fl Communications	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-146	MK-3070N	75110739	City of Las Vegas - Fire Services Center	411 E Bonanza Rd	Fire Station	BP-70C31, D514, FN13, FN15B, FN11	\$96.76
MFD-147	MK-3070N	75110969	City of Las Vegas - Fire Services Center	314 E Bonanza Rd	Fire Station	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-116	MK-3070N	75077509	City of Las Vegas - Howard Leifers Senior C	6230 Bonanza Rd	Howard Leifers Community Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-138	MK-3070N	75072519	City of Las Vegas - Las Vegas Arts Center	647 N Lake Mead	Las Vegas Arts Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-021	MK-3070N	75111099	City of Las Vegas - Las Vegas Senior Center	411 E Bonanza Rd	City Court	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-101	MK-3070N	75112329	City of Las Vegas - Las Vegas Senior Center	411 E Bonanza Rd	Special Events Office	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-016	MK-3070N	75111379	City of Las Vegas - Municipal Court	300 S Clark Ave	Municipal Court 1st Floor behind court / Phone and mail unit	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-214	MK-3070N	75111649	City of Las Vegas - Municipal Court	300 S Clark Ave	Municipal Court	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-097	MK-3070N	75111379	City of Las Vegas - Municipal Court	411 E Bonanza Rd	Municipal Court	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-189	MK-3070N	75112769	City of Las Vegas - O & M East Yard	3124 S Bonanza Rd	O & M East Yard	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-057	MK-3070N	75111039	City of Las Vegas - Parking Services	350 S City View	Smith Center Parking Garage	BP-70C31, D514, FN13, FN15B	\$87.34
MFD-177	MK-3070N	75111839	City of Las Vegas - Parking Services	350 S City View	Behind Smith Center parking lot	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-167	MK-3070N	75111489	City of Las Vegas - Police Administration	3000 Bonanza Dr	Public Works West Yard	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-033	MK-3070N	75111849	City of Las Vegas - Spaulding Community Center	251 W Bonanza Ave	Spaulding Community Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-001	MK-3070N	75111999	City of Las Vegas - Veterans Memorial Center	103 N Pavilion Center Dr	Veterans Memorial Center	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-025	MK-3070N	75112019	City of Las Vegas - Veterans Services F	2875 Bonanza Dr	Deer Services West Yard	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-029	MK-3070N	75111049	City of Las Vegas - West Service Center	3001 Bonanza Dr	West Yard Off Lot	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-110	MK-3070N	75077719	City of Las Vegas - West WPCF	6005 S Vegas Valley Dr	WPCF Public Works 2nd and 3rd	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-111	MK-3070N	75112129	City of Las Vegas - West WPCF	6005 S Vegas Valley Dr	WPCF Public Works Admin	BP-70C31, D514, FN13, FN15B, FN11	\$87.34
MFD-112	MK-3070N	75076513	City of Las Vegas - West WPCF	6005 S Vegas Valley Dr	WPCF Public Works Lab	BP-70C31, D514, FN13, FN15B	\$87.34
MFD-113	MK-3070N	75111699	City of Las Vegas - West WPCF	6005 S Vegas Valley Dr	WPCF Public Works O&M Lab	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-095	MK-3070N	75111379	City of Las Vegas - DE Copportunity	416 N 7th St	Security Storage Room 338	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-096	MK-3070N	75110913	City of Las Vegas - DE Copportunity	416 N 7th St	Construction Management printer - Go through back door for access	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-109	MK-3070N	85101801	City of Las Vegas - Floyd Lamb State Park	9200 Syle Springs Rd	Floyd Lamb State Park	BP-70C31, D514, FN13, FN15B	\$69.43
MFD-110	MK-3070N	85089112	City of Las Vegas - DE Copportunity	416 N 7th St	City of Las Vegas	BP-70C31, D513, FN10	\$69.43
MFD-206	MK-3071	85078313	City of Las Vegas - Crisis Intervention	1181 N Main St	Office of Community Service	BP-70C31, D514, FN13, FN12, FN11	\$76.18
MFD-302	MK-3071	11024941	City of Las Vegas - Dept of Public Safety	813 N Las Vegas Blvd	3TH Floor OPS	BP-70C31, D513, FN13	\$86.79
MFD-255	MK-3071	13027173	City of Las Vegas - Detention Senior Center	3343 S Washington Ave	Detention Senior Center 3 Map	BP-70C31, D514, FN13, FN15B, FN11	\$72.14
MFD-286	MK-3071	95085274	City of Las Vegas - OPS Animal Control	2844 S Charleston Blvd	Animal Control	BP-70C31, D514, FN13, FN15B, FN11	\$93.10
MFD-202	MK-3071	95078812	City of Las Vegas - Fire Admin Station 1	300 N Casino Center Blvd	Fire Admin 2nd Fl Fire Central Records	BP-70C31, D514, FN13, FN15B, FN11	\$74.09
MFD-225	MK-3071	95080675	City of Las Vegas - FIRE - LITE	300 S 4th St 180	Fire Station 180	BP-70C31, D514, FN13, FN15B, FN11	\$79.84
MFD-055	MK-3070N	75086657	City of Las Vegas	495 S Main St	4th Floor Finance Copyrm	BP-70C31, D514, FN14, FN15B	\$110.86
MFD-066	MK-3070N	75101139	City of Las Vegas	495 S Main St	3rd Floor Community Services	BP-70C31, D514, FN13, FN15B, FN11	\$115.56
MFD-067	MK-3070N	75086895	City of Las Vegas	495 S Main St	2nd Floor	BP-70C31, D514, FN13, FN15B, FN11	\$115.56
MFD-081	MK-3070N	75101139	City of Las Vegas	495 S Main St	Accounting ops 4th fl	BP-70C31, D514, FN14, FN15B, FN11	\$119.23
MFD-082	MK-3070N	75111779	City of Las Vegas	495 S Main St	Finance copyrm 4th fl	BP-70C31, D514, FN13, FN15B, FN11	\$112.95
MFD-092	MK-3070N	75086111	City of Las Vegas	495 S Main St	1st Floor Room 100 Double doors right side security, 1st door on right	BP-70C31, D514, FN13, FN15B, FN11	\$112.95
MFD-119	MK-3070N	75099279	City of Las Vegas	495 S Main St	Planning 3rd fl	BP-70C31, D514, FN13, FN15B, FN11	\$112.95
MFD-126	MK-3070N	75086799	City of Las Vegas	495 S Main St	City Hall 5th floor	BP-70C31, D514, FN13, FN15B, FN11	\$107.20
MFD-117	MK-3070N	75086728	City of Las Vegas	495 S Main St	Personnel 3rd floor	BP-70C31, D514, FN13, FN15B, FN11	\$115.56
MFD-134	MK-3070N	75086337	City of Las Vegas	495 S Main St	City Clerk Copyrm 2nd fl W	BP-70C31, D514, FN13, FN15B, FN11	\$112.95
MFD-158	MK-3070N	75099619	City of Las Vegas	495 S Main St	City Attorney 4th fl	BP-70C31, D514, FN13, FN15B, FN11	\$116.82
MFD-160	MK-3070N	75101879	City of Las Vegas	495 S Main St	City Clerk Copyrm 2nd fl	BP-70C31, D514, FN13, FN15B, FN11	\$112.95
MFD-168	MK-3070N	75101099	City of Las Vegas	495 S Main St	Finance 4th fl Payroll Copyrm	BP-70C31, D514, FN13, FN15B, FN11	\$112.95
MFD-199	MK-3070N	75101319	City of Las Vegas	495 S Main St	City Attorney 6th fl	BP-70C31, D514, FN13, FN15B, FN11	\$116.82
MFD-212	MK-3070N	75101089	City of Las Vegas - Dept of Public Safety	7515 N Las Vegas Blvd	2nd Floor of tower behind a gate, 1st door on right Professional Standard	BP-70C31, D514, FN13, FN15B, FN11	\$99.10
MFD-049	MK-3070N	75088437	City of Las Vegas - Detention Administration	3300 Stewart Ave	OPS Admin 3rd	BP-70C31, D514, FN13, FN15B, FN11	\$112.95
MFD-141	MK-3070N	75087026	City of Las Vegas - Fire Admin Station 1	300 N Casino Center Blvd	Fire Admin 2nd Fl Fire Central Records	BP-70C31, D514, FN13, FN15B, FN11	\$115.56
MFD-156	MK-3070N	75086769	City of Las Vegas - Fire Admin Station 1	300 N Casino Center Blvd	Fire Admin 2nd Fl Fire Central Records	BP-70C31, D514, FN13, FN15B, FN11	\$115.56
MFD-219	MK-3070N	75088387	City of Las Vegas - Fire Station 102	615 N Mojave Rd	Fire Station 102	BP-70C31, D514, FN13, FN15B, FN11	\$112.95
MFD-167	MK-3070N	75110409	City of Las Vegas - Las Vegas Senior Center	411 E Bonanza Rd	Fire Warehouse	BP-70C31, D514, FN13, FN15B, FN11	\$107.20
MFD-153	MK-3070N	75101049	City of Las Vegas - LPH&C Bldg	416 N Mojave Rd	Fire Warehouse	BP-70C31, D514, FN13, FN15B, FN11	\$112.95
MFD-011	MK-3070N	75087857	City of Las Vegas - Municipal Court	100 S Clark Ave	Municipal Court 3rd Floor, Court Administration 338	BP-70C31, D514, FN13, FN15B	\$107.20
MFD-012	MK-3070N	75099449	City of Las Vegas - Municipal Court	100 S Clark Ave	Municipal Court City Attorney	BP-70C31, D514, FN13, FN15B, FN11	\$107.20
MFD-014	MK-3070N	75101039	City of Las Vegas - Municipal Court	100 S Clark Ave	Municipal Court	BP-70C31, D514, FN13, FN15B, FN11	\$107.20
MFD-015	MK-3070N	75101889	City of Las Vegas - Municipal Court	100 S Clark Ave	Municipal Court, City Attorney Criminal 4th Floor	BP-70C31, D514, FN13, FN15B, FN11	\$99.70</