

City of Long Beach

Transaction Document No. 32 to Master Purchase Agreement No. 28325

28325

Xerox Corporation ("Xerox") and the City of Long Beach ("Buyer") enter this Transaction Document pursuant to the terms and conditions of Master Purchase Agreement No. 28325, wherein Buyer will purchase from Xerox and Xerox will sell to Buyer printers, controllers, supplies and maintenance as specified in Exhibits A and B in an amount not to exceed \$1,323,288 plus tax, if any.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date last stated below.

October 28th, 2021

XEROX CORPORATION

By [Signature]

Officer's Title VP of Sales

October 28th, 2021

By [Signature]

Officer's Title Xerox General Manager

"XEROX"

October 29, 2021

CITY OF LONG BEACH

By [Signature]
City Manager

"Buyer"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Transaction Document No. 32 is hereby approved as to form on

October 28, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Erin Weesner-McKinley
Deputy City Attorney

Proposal for:



City of Long Beach

Prepared by
Brian Ruiz
Sr. Inkjet Specialist
Brian.Ruiz@Xerox.com
714-310-8684
Revision: 10/22/2021



Solution Summary:

- Current Xerox Printers are End of Life as of last year and will no longer be supported by end of December through a one-time exception. We have put together an implementation plan that would allow the new solution to be up and running for a smooth transition to the new technology.
- Replace Xerox HLC's with One Xerox Baltoro Inkjet Printer
- This will provide the ability to print all current print jobs (Bills, Business Licenses, Notices, Timesheets, etc.), This solution will also allow full color enablement of these jobs as needed.
- New printer will include Similar Workflow, VIPP Software, and all programming that is needed to run current bills.
- This software will also be enabled to allow new future print and digital capabilities.
- New printer will have the same service levels and multiple shift coverage as your current system. Current service levels are 2 shifts (8am-12am) a week Monday-Friday. The new solution would have the same service level's as your current agreement. 2 shifts (8am-12am) a week Monday-Friday (2x5 Service).

Current Versus Proposed with volumes:

The proposed solution will print all the applications that you currently print today.

Benefits of the new Solution:

- No longer are offset shells needed to overprint on, which saves time, waste, and costs. This solution is a full color solution with a lot of future capabilities.
- Ability to print all your current applications in full color as needed
- The new solution doesn't have any volume commitments. As volume goes down, so does the cost of printing.

PROPOSED - Baltoro Inkjet Press with NO Volume Commitments - If Volume Shifts Down so does costs.

Printer	Monthly Lease w/ Service	Monthly Volume	Meter Type	Meter Rates	Meter Charge	Ink Rate	Total Ink and Clicks	Total
Baltoro Inkjet Press - w/Speed Upgrade 275+ ipm w/ Second Shift Coverage	\$15,485							\$15,485
Baltoro Volume Transfer	\$ -	414,000	Color	\$0.0042	\$1,739	\$0.0025	\$2,774	\$2,893
Volume Transfer	\$ -	46,000	Black Only	\$0.0016	\$74	\$0.0010	\$120	
		-	Color Large	\$0.0042	\$0		\$0	
		-	Black Large	\$0.0016	\$0		\$0	
Total								\$18,379

*Baltoro Ink estimated based on sample invoice and may change based on final applications, ink usage, media, profiles

HLC Toner ink usage based on invoices

72 month agreement for above pricing additional terms available

pricing based on form 8038 contracting / COLA Master Agreement

Outsourced pricing are estimates / ink costs \$75 cmy/\$59 b/\$4 wiper fluid

Configuration:

1 feeder & 1 Stacker

FreeFlow Server & Software Workflow Automation - VIPP Data Software

see comprehensive proposal for additional details

Cost Savings Per Year over Current PO	\$2,456
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Financial Details (COLA Master Agreement)

Model	Qty.	**Full Service Maintenance Support	Configured Accessories and Services:	
Xerox Baltoro HF Production Inkjet Press	1	2x5 Service Monday thru Friday 8am Service includes inkjet heads and full parts and labor for service calls Project Management, Delivery, Install, and Training Included	Baltoro Inkjet Press Engine Speed Upgrade One Feeder – 2 Total Trays One Stacker – Load while run FreeFlow Server and System VIPP Data Processing & Programing of current applications	\$15,485 per month
72 month COLA Contract Lease and Maintenance				\$15,485 mo.
*Xerox 2x5 Full Service Maintenance Color Service Meter Usage Mono Service Meter Usage K-Only Capped Head Black Discounted Usage Supplies: **Xerox CMY (Cyan, Magenta, Yellow) Xerox K (Mono) Flushing Fluid				\$0.0042 / imp \$0.0032 / imp \$0.0016 / imp. \$75.00/Liter \$59.00/Liter \$4.00/Liter

*Coverage includes all standard parts and labor including print heads.

**Note: Supplies such as Ink must be purchased separately.

Liters purchased in five cartoon cases.

Service Meter Impression is measured up to 14.33 x 10.25 inch sheet size or Half the Full Size Sheet of 14.33 x 20.5

All pricing based on 72 month lease

Tax Form 8038 required, taxes not included

COLA Master Contracting Agreement Contracting process with includes Statement of Work, Client Application Acceptance Documentation, and Expectations Documentation.

Optional Service Options:

FreeFlow Core & ECompose Software package service agreement add-on \$588 per month

3x7 – 3 Shifts, 7 days a week Service and Support add-on is \$820 mo. additional, can be added on when available

(Availability potentially in Q2 2022 based on resource allocation)

Additional Benefit:

As part of this agreement, Xerox will provide City of Long Beach the full functionality of VIPP and FreeFlow Core at a zero cost invoice for future digital communication and workflow automation capabilities. Xerox will work with the city to help understand these benefits. If the City sees value in these new future applications, the city may contract with Xerox at that time to enable services and support for these services based on the applications.

If you would like to enable in the future. Service Agreements for this solution is \$588 per month, and application development is \$250 per hour

Estimated Average Cost Per Impression:

The estimated average cost per impression incorporates equipment, service and ink. Ink is based on sample files provided and / or area coverage assumptions. Actual ink utilization will vary based on application and maintenance of equipment.

Application Ink Usage:

The proposed Xerox Production Ink Jet solution enables you to customize ink utilization in order to optimize balance of image quality and cost control. Actual application ink usage will vary depending on print mode, drop volume, paper type, image quality settings, data file composition, and the RIP processing to handle UCR / GCR.

Maintenance Ink Usage:

In addition to the ink estimation results which provide ink usage for the application only, customers will use additional ink to maintain optimum machine performance, such as Top of Form Marks, Flush Lines, Background Spray and Purges.

Please consult your Xerox Production Inkjet Specialists for details or alternative usage options. For additional information on ink utilization and controls, please consult the appropriate Customer Expectation Document (CED).

Implementation Plan and Timeline:

The final plan will be reviewed and signed off on once all order documents are processed in the system and delivery schedules are set for equipment.

Project Manager will be Jeff Haydel, who has been working on this plan since Nov of last year. Jeff will ensure that the whole project is completed, and the transition runs smoothly.

Estimated Install timeline with order in the system by Oct. 19th / New System Up and Running by Dec. 10th

Enter Timeline Start Date ->	23 Oct	24 Oct	25 Oct	26 Oct	27 Oct	28 Oct	29 Oct	30 Oct	31 Oct	1 Nov	2 Nov	3 Nov	4 Nov	5 Nov	6 Nov	7 Nov	8 Nov	9 Nov	10 Nov	11 Nov	12 Nov	13 Nov	14 Nov	15 Nov	16 Nov	17 Nov	18 Nov	19 Nov	20 Nov	21 Nov	22 Nov	23 Nov	24 Nov	25 Nov	26 Nov	27 Nov	28 Nov		
Electrical ready and HVAC working needed for GO for delivery																																							
Removal of MLC																																							
Baltoro - Delivery																																							
Baltoro install activities																																							
Golden Job replicated and signed off																																							
New Operator Training (1st Shift)																																							
New Operator Training (2nd Shift)																																							
Operator Coaching - PCC																																							
Operator Coaching - PCC																																							

Baltoro Operator Training (Nov. 15 - 19) Coaching (Nov. 22 - 24)
 1st Shift: 8:00am to 4:30pm - 1 Operator
 2nd Shift: 4:00pm to 12:30am - 2 Operators

Baltoro Operator Training (Nov. 29 - Dec. 3) Coaching (Dec. 6 - 8)
 1st Shift: 12:00am to 7:30am - 2 Operators

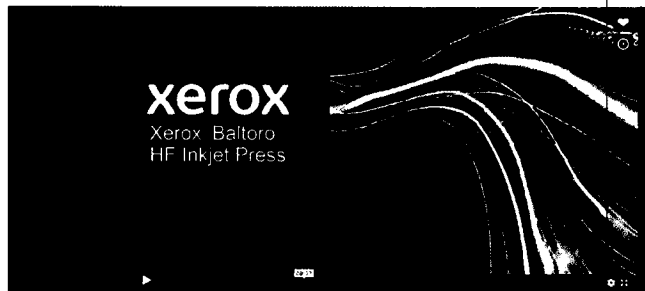
Enter Timeline Start Date ->	27 Nov	28 Nov	29 Nov	30 Nov	1 Dec	2 Dec	3 Dec	4 Dec	5 Dec	6 Dec	7 Dec	8 Dec	9 Dec	10 Dec	11 Dec	12 Dec	13 Dec	14 Dec	15 Dec	16 Dec	17 Dec	18 Dec	19 Dec	20 Dec	21 Dec	22 Dec	23 Dec	24 Dec	25 Dec	26 Dec	27 Dec	28 Dec	29 Dec	30 Dec	31 Dec	1 Jan	2 Jan		
New Operator Training (3rd Shift)																																							
Operator Coaching (3rd Shift)																																							

Demo and Webinars Presentations of the Baltoro Inkjet Press:

Baltoro Marketing Launch Webinar Product Overview:

<https://vimeo.com/348757187>

Passcode: xeroxbaltoro



🔒 Baltoro Launch Webinar Product Overview by: Brian Ruiz

Baltoro Inside Look Quick Video: <https://vimeo.com/348752878>

Passcode: xeroxbaltoro

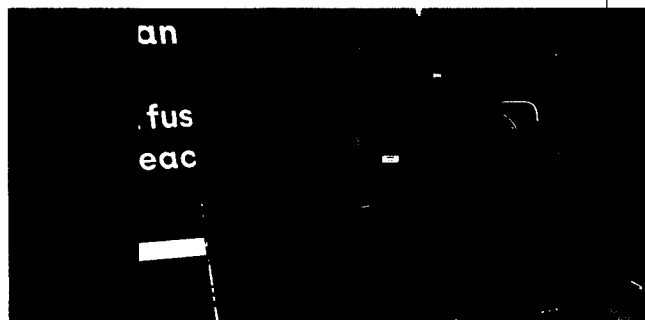


Baltoro High Fusion Inkjet Press - An Inside L...

👤 Brian Ruiz Print Specialist

Baltoro Live Demo at Gil Hatch Center: <https://vimeo.com/372813067>

Passcode: xeroxbaltoro



🔒 Xerox Baltoro Inkjet Demo at Gil Hatch

Demo on the Baltoro Inkjet Press –

Conditions

This is not an offer to contract. This pricing and proposal is confidential and may not be shared without Xerox permission.

Any information provided by Xerox in response to your request is submitted upon the following conditions: (1) the Proposal will be considered Xerox confidential information, will be owned by Xerox, will be used by you solely for the purposes of your companies evaluation, and will not be shared with any third parties without the prior written consent of Xerox; (2) the included pricing (which is exclusive of applicable taxes), if any, will be valid for a period of 90 days; (3) the Proposal is based upon the assumptions made and/or the information provided by both Parties (such as, without limitation, fleet pricing or lease pricing (capitalized or operating) and your creditworthiness), and any changes thereto may result in a change to the Proposal, including without limitation, the pricing; and (4) each Party will have the right to negotiate final terms and conditions upon award based upon your final specifications.

Notes & Notifications

All pricing contained herein is subject to validation of customer sample files.

All prices shown are subject to final approved and signed configurations.

Upon approved credit, leasing is available through Xerox Financial Services, and lease numbers will be presented when a final equipment configuration is confirmed.

A down payment will be required. The amount will be determined by customer credit worthiness.

Credit underwriting may require updated company and personal financial statements, trade references and possible personal guarantees.

Nothing in this proposal shall be construed as an offer or guarantee of credit in any way.

Credit underwriting for ongoing supplies, service and maintenance is required and is independent of equipment purchase qualification. These charges are the responsibility of the customer. Failure to pay charges in the agreed upon manner may result in delayed shipments, and possibly suspension of orders until resolved.

Xerox makes no warranty, express or implied, as to the suitability of this solution for any particular purpose, job or application or as respects the cost to produce any output on the solution. These are all factors that are solely controlled by the customer.

Customer will receive a complete Customer Expectation Document (CED) and Installation Planning Guide (IPG) that detail all aspects of the installation of the solution. Customer is responsible for all site preparation as required.



Lease Agreement

Customer: LONG BEACH, CITY OF

BillTo: CITY OF LONG BEACH
411 W OCEAN BLVD
LONG BEACH, CA 90802-4664

Install: CITY OF LONG BEACH
411 W OCEAN BLVD
LONG BEACH, CA 90802-4511

State or Local Government Negotiated Contract : 072822900

Solution				
Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	BALTOROHF (BALTORO HF IJ PRESS) - Heat Vent Kit - Freeflow Vi Design Pro & Lic - Customer Cabinet - Bhf High Speed Lic - Ff Vi Compose - Customer Ed	Lease Term: 72 months Purchase Option: \$57,950.00	- Xerox HLCP155 S/N PYW077676 Trade-In as of Payment 57 - Xerox HLCP180 S/N PYW774268 Trade-In as of Payment 55	12/24/2021
2.	BHFFFPS (BALTORO HF FFPS) - Ffps Caster Kit - Ffps Controlr Stand - Analyst Services	Lease Term: 72 months Purchase Option: \$4,490.00	- Xerox HLCP CNTRLS S/N VB8659725 Trade-In as of Payment 57 - Xerox HLCP CNTRLS S/N VB8659726 Trade-In as of Payment 57	12/21/2021

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: John Dahnka

Phone: (714)310-8682

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Brian Ruiz
(714)310-8684

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Lease Agreement



Monthly Pricing

Item	Lease	Maintenance	Meter	Print Charges		Maintenance Plan Features
	Minimum Payment	Minimum Payment		Volume Band	Per Print Rate	
1. BALTOROHF	\$10,672.72	\$3,276.03 Extended Service \$775.00	1: Color Impressions	All Prints	\$0.0042	<ul style="list-style-type: none"> - Full Service Maintenance Included - Pricing Fixed for Term - Extended Service Coverage: 2 x 5
			2: Black and White Impressions	All Prints	\$0.0016	
			3: Color Large Impressions	All Prints	\$0.0042	
			4: Black and White Large Impressions	All Prints	\$0.0016	
2. BHFFFPS	\$761.09	\$0.00 Extended Service \$0.00	N/A	N/A	N/A	<ul style="list-style-type: none"> - Full Service Maintenance Included - Pricing Fixed for Term - Extended Service Coverage: 2 x 5
Total	\$11,433.81	\$4,051.03	Minimum Payments (Excluding Applicable Taxes)			

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. EXTENDED SERVICE. If "Extended Service Coverage" is identified in Maintenance Plan Features, Xerox will provide Maintenance Services for the indicated number of eight-hour shifts, with the first number indicating the number of eight-hour shifts and the second number indicating the days of the week (starting on Monday), e.g., 2 x 6 means 8:00 A.M. to 12:00 A.M., Monday through Saturday. Extended Service Coverage will be billed separately.

5. MATHWORKS SOFTWARE LICENSE. The following Equipment, BALTOROHF incorporates software from MathWorks, Inc. ("MathWorks") and the following terms apply to said software:

a. **LICENSE GRANT.** Subject to the restrictions below, MathWorks hereby grants to you a license to install and use the MATLAB Compiler Runtime Libraries ("MCR"), solely and expressly for the purpose of running software created with the MATLAB Compiler (the "Application Software"), and for no other purpose. This license is personal, nonexclusive, and nontransferable.

b. **LICENSE RESTRICTIONS.** You shall not modify or adapt the MCR for any reason. You shall not disassemble, decompile, or reverse engineer the MCR. You shall not alter or remove any proprietary or other legal notices on or in copies of the MCR. Unless used to run Application Software, you shall not rent, lease, or loan the MCR, time share the MCR, provide service bureau use, or use the MCR for supporting any

other party's use of the MCR. You shall not sublicense, sell, or otherwise transfer the MCR to any third party. You shall not republish any documentation that may be provided in connection with the MCR. All rights not granted, including without limitation rights to reproduce, sublicense, rent, sell, distribute, create derivative works, serve other software by means of, decompile, reverse engineer, and disassemble the MCR, are expressly reserved by MathWorks.

c. **NO TECHNICAL SUPPORT.** Technical support is not provided by MathWorks for users of the MCR under this license. MathWorks may, at its sole discretion, offer bug fixes or updates to the MCR.

d. **TERM AND TERMINATION.** This license shall automatically terminate upon your failure to comply with this license.

e. **EXPORT CONTROL.** The MCR may be subject to U.S. and non-U.S. export control laws and other applicable governmental export and import laws and regulations. In exercising your rights under this license, you agree not to violate any such laws and regulations. You also represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

f. **U.S. GOVERNMENT LICENSEES:** You agree that the MCR qualifies as commercial computer software or documentation as defined in the FAR and/or DFARS; that the terms and conditions of this MCR (MATLAB Compiler Runtime) LIBRARIES LICENSE shall govern your use, reproduction, performance, display, and disclosure of the MCR, superseding any inconsistent government provisions.

g. **ASSIGNMENT.** You may not assign or otherwise transfer this license and its rights and obligations hereunder, in whole or in part.

h. **LIMITATION OF LIABILITY.** To the extent permitted by law, any liability of MathWorks (whether in relation to breach of contract, negligence or otherwise) shall be limited to ten dollars (\$10.00 USD); and MathWorks shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use, or unauthorized use or access, of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. MathWorks' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited.

i. **DISCLAIMER OF WARRANTIES.** The MCR is delivered "as is" and MathWorks makes, and you receive, no additional express or implied warranties. MathWorks hereby expressly disclaims any and all other conditions, warranties, or other terms of any kind or nature concerning the MCR (including, without limitation, any with regard to noninfringement, merchantability, quality, accuracy, or fitness for a particular purpose or for your purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance.

j. **GOVERNING LAW; JURISDICTION.** This license shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflicts of law provisions. Neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof ("UCITA"), shall apply to this license. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA.

k. **ENTIRE AGREEMENT.** This license contains the entire understanding of the parties with respect to the MCR provided hereunder, and may not be modified or amended except by written instrument, executed by MathWorks and you. This license shall not supersede any product license you have with MathWorks for the MATLAB Compiler.

PRICING PLAN/OFFERING SELECTED:

6. SEPARATELY BILLED MAINTENANCE. If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.

7. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

8. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to

Terms and Conditions

remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security

patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Financial Information

9. TAX TREATMENT. Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations thereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

Item	Finance Activity	Int. Rate	Total Int. Payable
1. BALTOROHF	- New Xerox Agreement (Govt. Form 8038)	3.9%	\$93,890.64
2. BHFFFPS	- New Xerox Agreement (Govt. Form 8038)	3.9%	\$6,768.96

THIS LEASE AGREEMENT ADDENDUM (this "Addendum") amends the Lease Agreement by and between City of Long Beach ("Customer") and Xerox Corporation ("Xerox" or "Supplier") identified by agreement number WS Y90362 (the "Agreement") as follows:

1. The content of Section 1 of the Agreement (Negotiated Contract) is hereby deleted and replaced with the following

"The products set forth on the first page of the Agreement (the "Baltoro Equipment" or "Equipment") are subject to the terms in the resulting contract ("Agreement") from the County of Los Angeles ("Customer" or "County") and Xerox Corporation ("Xerox") Request for Quote RFQ-IS-21260099-1 (the "Master Agreement") as modified and supplemented by the terms and conditions set forth in the Agreement and this Addendum. The Baltoro Equipment carries with it different contracting requirements than Xerox's other Office and Production Equipment. For purposes of the Baltoro Equipment in the Agreement, Customer agrees that notwithstanding anything to the contrary in the Master Agreement, the following provisions are applicable to the Baltoro Equipment and such provisions (a) are in addition to those in the Master Agreement, (b) delete certain language from the Agreement, or (b) as noted in such provision, supersede and replace similar provisions in the Master Agreement. To the extent that the terms and conditions set forth below are contrary to those in the Master Agreement, Customer and Xerox intend to amend the conflicting terms and conditions of the Master Agreement in favor of and in accordance with the terms and conditions in the Agreement and this Addendum."

2. Section 8 of the Agreement (Remote Services) is hereby deleted in its entirety and replaced with "[INTENTIONALLY OMITTED]".
3. The following new sections shall apply to the Baltoro Equipment:

COMMENCEMENT, ACCEPTANCE & TERM. For the Baltoro Equipment, this provision supersedes and replaces Xerox Additional Terms – Article I – Sections 2-A (Order Documents – Contract & Order Acceptance) and 11 (Commencement and Installation Dates) and Award Terms and Conditions – Section 21 (Acceptance) of the Master Agreement: This Agreement is valid when accepted by Xerox. For the Baltoro Equipment, following delivery and installation of such Equipment, Xerox will provide the Services specified in the Statement of Work attached to and made part of this Agreement ("SOW") and the testing of Customer's files included therein. After the performance of such Services and Customer's satisfaction that the Equipment's print quality of the "Golden Jobs" detailed in the Customer Acceptance Criteria attached to and made part of the Agreement ("CAC"), signifying the Equipment is ready for full production, Customer will sign part of the "Customer Implementation Sign-Off document" set forth on the CAC wherein it is agreed that the delivery and installation of the Baltoro Equipment, the training activities and the solution implementation in accordance with the Customer Expectations Document, attached to and made part of this Agreement (the "CED"), and the "SOW Acceptance Criteria" have been completed. The completion of this process shall constitute "Acceptance" (as such term is used through the Master Agreement) of the Baltoro Equipment and the initial term will commence for Maintenance Services ("Commencement Date") and will continue for the number of full calendar months shown as "Term" on the face of this Agreement (the "initial Term"). Any partial month in the initial Term will be billed on a pro rata basis, based on a 30 day month. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

RESPONSIBILITY FOR MEETING CERTAIN CED REQUIREMENTS. Customer is solely responsible for fulfilling all of the "customer" obligations set forth in the CED (defined below) for the Baltoro Equipment, including, but not limited to, meeting all environmental, product space and power, and network connectivity requirements. In addition, the CED and User Guide ("Guide") set forth certain operator maintenance activities that Customer is responsible for performing at the intervals indicated therein. Customer may have Supplier perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Supplier certified technicians, upon Customer's agreement to pay Supplier's then-prevailing service call rates.

ENTIRE AGREEMENT. The following exhibits are attached hereto and made part hereof:

- CAC
- CED
- SOW
- Supplies Exhibit

BALTORO BREAK-FIX SERVICES AND PRINTHEAD REQUIREMENTS. For the Baltoro Equipment, this provision supersedes and replaces Xerox Additional Terms – Article I – Sections 6 (Maintenance Services), 7 (Replacement Parts), 12 (Replacement) and 13 (End of Service) of the Master Agreement and Award Terms and Conditions – Section 6 (Warranties) of the Master Agreement: Except for equipment identified as "No Svc.", Supplier will keep the equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of equipment issues by (x) utilizing customer-implemented remedies provided by Supplier and (y) providing information to, and implementing recommendations provided by, Supplier support personnel via remote solve or by telephone or online live chat support personnel. If an equipment issue is not resolved after completion of (x) and (y) above, Supplier will provide on-site support as provided herein. Maintenance Services will be provided during Supplier's standard working hours in areas open for repair service for the Baltoro Equipment. Maintenance Services

excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the equipment to comply with Supplier's published specifications; (iii) use of options, accessories or products not serviced by Supplier; (iv) non-Supplier alterations, relocation, service or supplies; (v) allow the equipment to be operated by employees that have not received Supplier training; or (vi) failure to perform operator maintenance procedures identified in operator manuals. As Customer's exclusive remedy for Supplier's failure to keep the equipment in good working order, during the initial term of the order, Supplier will replace the equipment with an identical product or, at Supplier's option, another model with comparable features and capabilities. If replacement equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Supplier during the initial term of the order. Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request. If Supplier is unable to keep a unit of equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days' written notice to the other party. Customer will provide meter reads using the method and frequency identified by Supplier. If Customer does not provide a meter reading for equipment, Supplier may estimate the reading and bill Customer accordingly.

When Supplier is providing Maintenance Services, repairs needed due to misuse, neglect or abuse, as described above in this Section, specifically include, but are not limited to, Customer's failure to ensure that inks and consumables are correctly loaded into the equipment and to properly perform operator maintenance in a timely manner. The correct method of loading ink is described in the Guide. Customer is liable for any and all damage, including all repairs, arising out of incorrect loading of ink or from the failure to properly perform operator maintenance in a timely manner.

Routine refurbishment and replacement of print heads is covered under this order at no additional charge to Customer. Supplier's refurbishment and replacement obligations can be voided if Customer: (a) fails to perform routine maintenance as specified by Supplier; (b) uses inks, consumables (including paper) or spare parts, which do not meet Supplier's specifications; (c) allows or causes the changing or handling of a print head by anyone other than a Supplier certified service representative; (d) allows the repair of the equipment or a print head by anyone other than a Supplier certified service representative; (e) fails to maintain the environmental specifications required by Supplier including but not limited to specifications for humidity and/or temperature during operation of the equipment; (f) fails to follow Supplier's operating procedures while operating the equipment; or (g) allows the equipment to be operated by employees that have not received Supplier training.

Supplier will not be required to repair or replace a print head if the cause of the subject failure is covered by any of the specific causes listed above or any other exclusion set forth in the Agreement, Master Agreement or the applicable CED or Guide, and Customer will be required to pay for the repairs to the, or to purchase a replacement, print head. Customer agrees to perform all maintenance tasks when directed to do so by the status messages on the equipment's interface window and/or as outlined in the equipment's CED or Guide.

In the event of the failure of a print head, Customer and Supplier will jointly review the maintenance history, and any other relevant data. If Customer has complied with the foregoing requirements, as demonstrated by the Equipment and/or in the equipment's CED and Guide and any other relevant data, Supplier will replace the failed print head in accordance with this Section at no charge to Customer.

In the event Customer has failed to perform the maintenance tasks as directed to do so by the Equipment's interface window and/ or as outlined in the Equipment's CED and Guide, or any other relevant data demonstrates that Customer has failed to adhere to the requirements set out in the CED or Guide, Customer will return the damaged print head to Supplier in accordance with the process that is communicated to Customer and managed by the Supplier certified service representative. The determination of Customer's liability or non-liability must be made in each instance prior to Customer's returning the damaged print head to Supplier.

In a case where Customer's liability for repair or replacement has been agreed to, following return of a print head, Supplier will in good faith determine if the print head can be repaired or must be replaced. Supplier will communicate its determination to Customer promptly and provide at such time its good faith estimate of the cost of the remedial action to be undertaken.

In a case where Customer's liability for repair or replacement has been agreed to, Customer will pay the amount invoiced by Supplier for the materials, associated work and shipping costs to repair or replace the subject print head. The amount to be invoiced shall be in line with Supplier's good faith estimate and, in instances where a print head must be replaced, Supplier will charge Customer an amount not to exceed \$12,500.

SUPPLIES AND SUPPLIES PRICING. For Baltoro Equipment, the charges do not include Supplier's provision of ink and such other supplies to be used with such equipment and thus Xerox Additional Terms – Article I – Sections 10 (Consumable Supplies) and 11 (Cartridges) of the Master Agreement do not apply to the Baltoro Equipment. Such ink and supplies to be used with the Baltoro Equipment will be ordered separately by Customer using the "Customer Number" indicated on the supplies exhibit, a form of which is attached hereto and incorporated by reference ("Supplies Exhibit") and are subject to the pricing, terms and conditions set forth in the Supplies Exhibit.

Lease Agreement Addendum



WARRANTY AND GUARANTEE DISCLAIMER. IN ADDITION TO THE DISCLAIMERS IN Xerox Additional Terms – Article I – Section 16 (Warranty Disclaimer & Waivers) of the Master Agreement, FOR ORDERS INVOLVING LEASED PRODUCTS, SUCH ORDER WILL BE DEEMED A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL OF ITS RIGHTS AND REMEDIES AS A LESSEE UNDER ARTICLE 2A. IN ADDITION, (1) SUPPLIER MAKES NO UPTIME GUARANTEE ON THE EQUIPMENT INCLUDED IN THIS ORDER AND (2) SUPPLIER'S "TOTAL SATISFACTION GUARANTEE", "SATISFACTION GUARANTEE" OR ANY OTHER SIMILARLY STYLED GUARANTEE FROM SUPPLIER, WHETHER MADE IN ORAL OR WRITTEN FORM, ARE NOT APPLICABLE TO THE EQUIPMENT INCLUDED IN THIS ORDER."

Capitalized terms not defined in this Addendum have the meaning provided for them in the Agreement. Except as set forth above, the Agreement continues in full force and effect. In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum controls.

CITY OF LONG BEACH

By: _____

Name: _____

Title: _____

Date: _____

XEROX CORPORATION

By: *Doug MacPhee*

Name: Doug MacPhee

Title: VP of Sales

Date: Oct. 28th, 2021

Purchase Agreement



Customer: LONG BEACH, CITY OF

BillTo: CITY OF LONG BEACH
 411 W OCEAN BLVD
 LONG BEACH, CA 90802-4664

Install: CITY OF LONG BEACH
 411 W OCEAN BLVD
 LONG BEACH, CA 90802-4511

Negotiated Contract : 072822900

Solution		Agreement Information		Requested Install Date
Item	Product Description			
	Bonus Item			
1.	IFFCORE (FREEFLOW CORE SFTWRE) - Adv Automtnmodule - Adv Prepress Module - Variable Data Module	IFFCORE:	\$0.00	12/21/2021
	Bonus Item			
2.	IFFECMPOS (FREEFLOW VI ECOMPOSE)	IFFECMPOS:	\$0.00	12/13/2021
	Bonus Item			
3.	V280 (VERSANT 280 PRF PRES) - 1 Tray Hhcf Letter - Bus Rdy Finisher - Freeflow Vi Design Pro & Lic - Freeflow Vi Compose	V280:	\$0.00	12/13/2021
	Bonus Item			
4.	V280STND2 (EX STANDALONE PS) - Color Profiler Suite - Hub-5 Port	V280STND2:	\$0.00	12/13/2021
Total Purchase Amount		\$0.00 (Excluding Applicable Taxes)		

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: _____	Phone: _____	Brian Ruiz (714)310-8684	
Signature: _____	Date: _____	For information on your Xerox Account, go to www.xerox.com/AccountManagement	

Purchase Agreement



Maintenance Pricing

Item	Monthly Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
3. V280	\$0.00	1: Color Impressions	All Prints	\$0.0394	<ul style="list-style-type: none"> - Term: 60 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Black and White Impressions	All Prints	\$0.0098	
		3: Color Large Impressions	All Prints	\$0.0012	
		4: Extra Long Impressions	All Prints	\$0.0319	
4. V280STND2	\$0.00	N/A	N/A	N/A	<ul style="list-style-type: none"> - Term: 60 Months - Full Service Maintenance Included - Pricing Fixed for Term
Total	\$0.00	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment at your expense to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. RESPONSIBILITY FOR MEETING CERTAIN CUSTOMER REQUIREMENTS. You are solely responsible for fulfilling all of your obligations set forth in the Customer Expectations Document or Customer Expectation & Installation Guide, as applicable, for the Equipment executed by you contemporaneously with this Agreement, and which is deemed incorporated by reference into this Agreement ("CED/CEIG"), including, but not limited to, meeting all environmental, product space and power, media, and network connectivity requirements. In addition, the CED/CEIG and informational guides provided to you by Xerox set forth certain operator maintenance activities that you are responsible for performing at the intervals indicated therein. You may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, upon your agreement to pay Xerox's then-prevailing service call rates.

5. EXTRA LONG PRINTS. The following Equipment model(s), V280 may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color

print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

6. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC

Terms and Conditions

Service.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023>.

b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.

c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.

d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.

e. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating

system is not fault-tolerant.

The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

PRICING PLAN/OFFERING SELECTED:

7. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

8. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees. These adjustments will occur at the commencement of each annual contract cycle.

GENERAL TERMS & CONDITIONS:

9. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

Exhibit

Supplies

This Exhibit is attached to, and made part of, the Lease Agreement WS# Y90362 under which you are acquiring one or more Xerox® Baltoro™ HF Inkjet Press ("Equipment") from Xerox, and sets forth the terms and conditions for your acquisition of the Supplies identified herein for use with such Equipment.

Pricing for supplies is effective on the Commencement Date for the Equipment installed hereunder and will remain firm for at least seventy-two (72) months thereafter. At any time after the end of such seventy-two (72) month period or any other twelve (12) month period for which pricing for Ink had been firm for the preceding twelve (12) months, Xerox may review and adjust the pricing for Ink and, as long as not in conflict with GSA requirements, such adjusted pricing will then be firm for the following twelve (12) months.

Customer Name (for ordering supplies): City of Long Beach
Customer Number (for ordering supplies): 725039853

Baltoro

Reorder Number	Description	Price per carton	Units per Carton
008R13256	Black Aqueous Ink (sold)	\$590	2 – 5L Bottles in each carton
008R13257	Cyan Aqueous Ink (sold)	\$750	2 – 5L Bottles in each carton
008R13258	Magenta Aqueous Ink (sold)	\$750	2 – 5L Bottles in each carton
008R13259	Yellow Aqueous Ink (sold)	\$750	2 – 5L Bottles in each carton
008R13260	Waste Bottle	\$40	1 – 10L Bottle
008R13255	Aqueous Wiper Fluid	\$40	1 – 10L Bottle

For the avoidance of doubt, these Supplies are not included in the amounts paid by you to Xerox, or as part of the Maintenance Services provided by Xerox, for the Equipment.

The terms and conditions applicable to these Supplies are set forth on page 2 of this Exhibit.

Exhibit

Supplies

Supplies

September, 2018

1. **GEOGRAPHIC SCOPE** – All supplies may be delivered to any location within the United States, Puerto Rico, and the Virgin Islands.
2. **PRICING** – Prices are based on the total quantity of one product type in one shipment delivered to one location. A \$15 minimum order charge will be applied to all supplies orders equal to or less than \$500. Customer represents that the supplies purchased hereunder are solely for Customer's internal use only within the United States, its territories and possessions, or Puerto Rico and not for remarketing by Customer. If Xerox reasonably believes that Customer is using supplies in a geographic area other than the areas described above or has been, is, or will be remarketing Xerox Supplies, Xerox may refuse to fill future orders in whole or in part or limit the quantity of supplies shipped to only that quantity which is sufficient for Customer's internal use within the geographic areas described above. Deliveries for Xerox Distribution Centers are priced based upon the price in effect at the time of order.
3. **MIX AND MATCH** – Products can be mixed and matched to obtain quantity breaks only within the product type: Toner, Developer, Cartridges or Fuser.
4. **PRODUCT WARRANTY** – If supplies are defective, Xerox will replace such supplies without charge. Xerox product warranties are extended only to customers who purchase these supplies directly from Xerox or an Authorized Xerox Dealer, Distributor or Agent. These warranties are not transferable. OTHER THAN THE OBLIGATION OF XEROX EXPRESSLY STATED HEREIN, XEROX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING CONSTITUTES XEROX'S SOLE OBLIGATION WITH RESPECT TO DAMAGES, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL.
5. **RETURNS** – Xerox Corporation will accept for exchange or credit any Xerox supply product purchased directly from Xerox based upon the reason for the supply return and/or the time elapsed from date of supply invoice as outlined below. Xerox is responsible for return arrangements, pick up, and freight charges for all types of supply returns.
 - a. Supply returns resulting from a Xerox error will be accepted for exchange or credit within 60 days from the date of the supply invoice.
 - b. A 20% restocking fee applies due to customer errors and contract cancellations.
 - c. Supply returns resulting from non-Xerox errors will be accepted for exchange or credit within 60 days of the date of supply invoice.
 - d. Supply products damaged when the customer receives them will be accepted for return within 60 days of the date of supply invoice.
 - e. Supply product materials or workmanship that Xerox identifies as defective will be accepted for credit/replacement at any time. Supply products which fail under warranty will be accepted according to the terms of the specific product warranty.
 - f. Supply products purchased within the past 12 months that become incompatible when a customer trades to other Xerox equipment will be accepted for return within 60 days of the new equipment install.
 - g. Supply products purchased within the past 12 months that become incompatible when a customer outright cancels rental equipment will be accepted for return within 60 days from the date of the equipment cancellation.
 - h. Supply products purchased within the past 12 months that become incompatible, as the result of an equipment sale return will be accepted for return within 60 days from the date of the sale return.
 - i. Supply products purchased within the past 12 months that become incompatible due to an equipment term lease expiration will be accepted for return within 60 days from the date of the equipment lease expiration.
 - j. Discontinued supply products will be accepted for credit in machine exchange situations only
 - k. Xerox may elect not to pick up defective, discontinued or obsolete supply products.
 - l. Customers must call XEROX CORPORATION to obtain a RETURN AUTHORIZATION NUMBER before returning supply products to Xerox. The number to call is 1-888-339-7887. Xerox will not accept any supply products returned without a RETURN AUTHORIZATION NUMBER or any supply products sent freight collect. All return supply products must be in complete unopened cartons and in good resalable condition.
6. **PAYMENT** – One invoice will follow each delivery with payment due upon receipt.
7. **TAXES** – Customer shall pay all taxes levied or based on the sale of supplies, including state and local sales and use taxes (notwithstanding their designation as excise, gross receipts or privilege taxes) and all amounts paid or payable by Xerox in discharge of the foregoing taxes.
8. **LATE FINES** – If any payment is not received by Xerox on or before the date it is due, Xerox may charge Customer, and Customer agrees to pay, a late charge to cover Xerox's costs of collection equal to \$25 (not to exceed the maximum amount permitted by law).
9. **FORCE MAJEURE** – Xerox shall not be liable for non-performance caused by circumstances beyond its control including, but not limited to, work stoppages of Xerox employees or employees of the others, fires, civil disobedience, civil commotion, riots, rebellions, insurrection, acts of God and similar occurrences.
10. **LIMITATION OF LIABILITY** – In no event shall either party be liable to the other for any special, indirect, incidental, consequential or punitive damages, and for direct damages in excess of \$100,000, regardless of the legal theory being asserted (including negligence) and even if advised as to the possibility of such damages.
11. **AGREEMENT** – These Terms and Conditions are the entire understanding between Xerox and the Customer relating to the subject matter. Any inconsistent or additional terms and conditions in the Customer's purchase order, in any other document or oral statements submitted to Xerox by the Customer are not binding.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Long Beach		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 411 W. Ocean Blvd	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Long Beach, CA. 90802-4664		7 Date of issue 10-15-2021
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ► City		18 881,205.84
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>	
If obligations are BANs, check only box 19b	► <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	► <input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/31/27	\$	\$	6 years	3.9 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	N/A years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	N/A years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		_____ Date	▶ _____ Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		