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**Board of Commissioners
 Agenda Item Transmittal Form
 Procurement/Contract Transmittal Form**

Type of contract: 1 year Multi-year Single Event CC Use Only
 Contract #: C-2018-77-006

<input type="checkbox"/> Submission Information Contact Name: Margaret Moore-Jackson Department: Technology Services Project Title: SOS Copier for Directors' Suite Funding Account Number: <i>General Sres</i> Contract amount: \$225.00/month for ³⁶ 31 months for Lease \$80.00/month for ³⁶ 31 months for Maintenance Contract Type: Goods (X) Services (X) Labor () Contract Action: New () Renewal () Change Order () Original Contract Number: Add to SOS Contract 30214	<input type="checkbox"/> Vendor Information Vendor Name: Standard Office Systems (SOS) Address: 2475 Meadowbrook Pkwy. Duluth, GA 30096 Address: Email: btanner@soscanhelp.com Phone #: 770-449-9100 Contact: Ben Tanner Term of contract: ³⁶ 31 months
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Finance Director Signature
 I have reviewed the attached contract, and the amount is approved for processing.
 Signature: *[Signature]* Date: 02-03-2021
 CHIEF OF STAFF

Procurement Officer Signature
 I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.
 Signature: *[Signature]* Date: 1/28/2021
 2 reqs provided

Summary: SOS copier for Directors' Suite.

Department Head/Elected Official Signature: Margaret Moore-Jackson Date: 1/25/21

2021-56

AGREEMENT

Standard Office Systems of Atlanta, Inc. ("SOS") agrees to provide the Purchaser the services described within this agreement pertaining to the equipment and/or services listed for the scheduled fees on the previous page.

A Total Parts & Supplies Agreement includes certain parts, labor, emergency calls, routine maintenance, and supplies (including toner and developer, except staples and paper) as specified by Manufacturer to keep the equipment operating at optimum performance levels. This does not cover any software maintenance/support or network operations.

In order to ensure proper maintenance of equipment, SOS will provide routine service during its normal working hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays, or SOS observed holidays.

For Copiers/Printers:

A minimum billing for the machine meters (print, copy, scan) and any quantity in excess of the minimum as well as a supply delivery charge is invoiced and due upon receipt. The meters will advance once for each 8 1/4 x 11 page & twice for each 11 x 17 page. The meter charges include toner and all service for the copier or printer except paper and staples. Due to a variance in toner coverage, SOS will ship up to 120% of Manufacturer's stated yield. If additional toner is needed, it will be billed at a preferred customer rate. Products may not be relocated without the written consent of SOS. All parts removed become the property of SOS. In the event of any increase in the cost of fuel, parts, supplies, or other component(s) not under the control of SOS, those increases may be passed on to the customer. SOS shall have no obligation to make ordinary changes of toner, paper, staples, and developer.

SOS will not be liable for negligence by the user for any repairs or replacements due to electrical power problems, abuse, accidents, theft, or damage caused to the machine by repairs done by someone other than an authorized SOS representative or any other issues resulting from acts of God, including but not limited to, climatic conditions, water, or fire damage. This program shall become effective upon receipt by SOS of the initial monthly charge provided on the reverse side hereof and shall continue for one year.

This program shall be automatically extended for 12 months at the then current rate provided that the customer is not in default. Either party may terminate this Agreement by giving written notice not less than 30 days prior to the anniversary date of the Agreement if service is not included in the lease. At the end of the 30-day notice, any excess images/prints will be billable at the rates currently in effect. This contract may not be transferred to another individual and/or business without the prior written authorization from SOS. Toner may be stored at your facility for your convenience and efficiency. Any excess supplies provided by SOS under the terms of the contract remain the property of SOS and must be returned at the expiration of the Agreement. Excess supplies not returned shall be invoiced at the preferred customer rate. If certain repair parts become unavailable from Manufacturer, this Agreement can be terminated by either party or remain in effect with the services described above, except those services that cannot be provided due to unavailable parts.

Meter Collection: For efficient meter reading, SOS utilizes Electronic Meter Capture software (EMC) that reports current meter readings on all print devices connected to the network. Customer agrees that Electronic Meter Capture Software may be installed and that meters may be accessed and reported in this manner. This utility is provided at no charge. SOS is not responsible for the maintenance of this software or the collection of meter readings. It is the customer's responsibility to ensure ongoing, uninterrupted operation of this software and the reporting of accurate meter readings. If Customer elects not to use or maintain this software, then Customer agrees to report meter readings by email or through the SOS website in a timely manner. If Customer does not report meters as required, a service charge of \$25 per late meter reading report will be added. Failure to provide meter readings does not excuse prompt payment of the minimum amounts due under this Agreement.

IT Connectivity: SOS will provide 4 hours of ConnectPac at no additional cost. ConnectPac is designed to minimize downtime associated with critical performance of the network along with any IT/Help Desk support. The ConnectPac program will automatically renew annually or when the 4 hours has been used at the then current rate.

No Liability for Damages: SOS will, at the request of Customer, install network copiers/printers and other related products on Customer's designated network. In no event shall SOS be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, consequential damages, punitive damages, or any other loss) resulting from the products or services provided pursuant to this Agreement. This is an integrated document. This writing constitutes the entire Service Agreement between the parties. No agreements or warranties, whether written or oral, exist other than as specifically provided in the terms and provisions as set forth herein. All warranties, including the implied warranties of merchantability and fitness for purpose of use are specifically disclaimed.

Additional Terms: This Agreement is subject to the terms and conditions appearing herein and the reverse hereof and customer agrees to be bound thereby. All orders are net cash upon delivery unless otherwise indicated. Any amount not paid upon delivery shall be subject to a finance charge of 1.5 per month (18% per year). This Agreement is accepted when signed by an Authorized Representative of SOS and becomes a binding contract and may not be canceled or modified without the prior written consent of both Parties, unless otherwise provided herein. Both Parties agree that neither shall be bound by any representation other than those contained herein.

Title: Title to the equipment shall remain with SOS until such time as the purchase price has been paid in full. The customer does hereby grant to SOS a purchase money security interest in all equipment described on the reverse and agrees to sign any other such documents as are needed to perfect said security interest. Customer shall maintain appropriate insurance on all equipment naming SOS as an additional insured.

Limitation of Liability and Warranties: Any warranties of the products sold or leased under this Agreement are those of the manufacturer or developer. SOS makes no warranty of merchantability of the goods, or any warranty of fitness for a particular purpose. Customer has examined the equipment and determined it is fit for its needs and requirements. In no event shall SOS be responsible for any damages or loss of profits resulting from the breach of any warranty or guarantee or any other breach. Customer assumes all risks and liability resulting from the use of the products whether used singly or in combination with other goods. SOS neither assumes nor authorizes any person to assume for SOS any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties made. If SOS breaches any other provisions of this contract, SOS's sole liability, whether based in contract, tort or otherwise, shall not in any event exceed the contract price for the particular item(s) involved.

SOS shall not be liable by reason of delays or contingencies beyond SOS's control, including but not limited to strikes, delays by shippers, delays by weather conditions, delays by common carriers, accidents, government acts, acts of unrelated third parties, criminal acts, unavailability of parts or supplies, or acts of God.

Taxes: SOS will collect required sales tax unless the customer provides evidence of exemption to SOS. Customer shall pay any other taxes directly to federal, state, or local governments as applicable.

Recovery of Costs: Time is of the essence of this Agreement and the Parties hereto agree that waiver by SOS to any default of the acceptance of any payment required hereunder after the payment is due shall not constitute a waiver of any term of this Agreement or any other provisions of this Agreement. Upon default by customer SOS may exercise any legal remedy, and upon default the entire unpaid balance is due and payable from customer. If customer is indebted to SOS in any amount, SOS shall not be obligated to provide any services or supplies until all amounts are paid in full. In the event SOS is required to employ legal counsel to secure or enforce any rights according to it under this Agreement, customer agrees that SOS shall be entitled to recover in addition to any award all such costs and expenses incurred, including reasonable attorney's fees incurred.

01/14/2019



SOS INSTALLATION AGREEMENT

STANDARD OFFICE SYSTEMS 2475 MEADOWBROOK PKWY DULUTH, GEORGIA 30096
TEL: 770-449-9100 FAX: 770-449-0828 WWW.SOSCANHELP.COM

Date: 01/25/2021
Strategic Account Manager: Ben Tanner

Customer Information		Network Administrator Information	
Company Name Rockdale County		Network Administrator Name Vickie Gipson	
Address 958 Milstead Ave 2nd Floor		Email vickie.gipson@rockdalecountyga.gov	
City, State Conyers, GA	Zip 30012	City, State	Zip
Phone # () -	Fax # () -	Phone # () -	Fax # () -
Decision Maker Name	E-Mail	Alternate Contact Name	E-Mail

List equipment models to be installed: Canon IR-C5760

Requested Services

Hardware	Software
<input checked="" type="checkbox"/> Standard Network Print Connection	<input checked="" type="checkbox"/> Electronic Meter Capture (EMC)
<input checked="" type="checkbox"/> Install Standard Scanning Option	<input type="checkbox"/> Sharpdesk (Workstation)
<input type="checkbox"/> Install Fax Forward	<input type="checkbox"/> AIP Suite (see requirements)
<input type="checkbox"/> Install Fax Option (PC fax)	<input type="checkbox"/> SW-100 (see requirements)
<input type="checkbox"/> User Codes	<input type="checkbox"/> UniFlow (see requirements)
<input type="checkbox"/> Advanced Box (Canon)	<input type="checkbox"/> Scope of Work
<input type="checkbox"/> Demo	<input checked="" type="checkbox"/> Install
	<input type="checkbox"/> Professional Services <small>(please include details)</small>


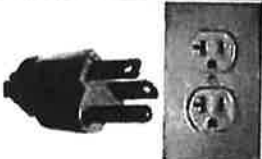

Special Instructions:

Support Services

The equipment listed above is covered under, SOS's Installation Agreement. This agreement concerns the services of our professional services engineer in connecting office equipment purchased from SOS to your computer or computer network. The Installation Agreement includes design consultation, software and hardware installation and a combination of telephone and on-site technical support of purchased products. It is the responsibility of the Client to perform all necessary backups on the PC or network prior to the actual installation. SOS bears no responsibility for damage done to or information lost from said PC or Network. Installation services are provided during normal business hours, 9AM to 5 PM, Monday through Friday except holidays.

Installation services provided after hours, on weekends or holidays, if available, will be billed at the standard overtime rates in effect at that time.

Electrical Requirements

		
120 Volt 15 Amp Nema 5-15P <input type="checkbox"/>	120 Volt 20 Amp Nema 5-20P <input checked="" type="checkbox"/>	220 Volt 20 Amp Nema 6-20P <input type="checkbox"/>

X
Authorization for installation of products and services listed above. _____ Date _____

X
The installation of products and services listed above has been completed. _____ Date _____

STANDARD OFFICE SYSTEMS will:

- Schedule an appointment time for installation.
- Identify all product placement criteria, assignment of ports and defaults.
- Identify a primary Customer Contact.
- Install Items listed in this Installation Agreement.

Customer Responsibilities:

- **Provide proper power and phone line (if applicable)**
- **Active Network Drop (s) near equipment.**
- **Network Administrator on-site day of install or direct phone number.**
- Have workstations in good working order for install.
- Back up all network data.
- Install all updates and service packs to computers.
- Provide workstations that meet or exceed minimum requirements

Scope of Work & System Requirements**Standard Installation includes:**

Up to two (2) hours of onsite installation and support to include:

PRINTING

Server Printing will be installed on a server, shared, migrated and tested from at least 2 workstations, up to 5 workstations in a peer to peer environment.

SCANNING

Scan to Email will be configured if the client's network will support it. It will be tested with 2 destinations and instruction on how to add more will be provided.

Requirements for Scan to Email are as follows:

1. An accessible mail server running SMTP.
2. A valid email account and password if authentication is required.

Scan to Folder will be configured if the client's network will support it. It will be tested with 2 destinations and instruction on how to add more will be provided at this time.

Maximum of 5 workstations in a peer to peer environment, if client's network will support it.

Requirements for Scan to Folder are as follows:

1. Valid username and password with write permissions to network share or FTP.
2. May require an application or utility to be loaded on server.

PC FAX

Web Access to be enabled

Requirements for this are as follows:

1. The fax option installed on the equipment
2. An analog phone for the fax option.
3. Print/Scan system is required.

MFP USER CODES/JOB CODES

Will be configured and tested up to 5 codes and instruction on how to add more will be provided at this time.

Software Requirements (if applicable):**ELECTRONIC METER CAPTURE (EMC) (32 or 64bit)**

OS: Windows 8 | Windows 10 | Windows Server 2008 | Windows 2012 | Windows 2016

Additional: Windows .NET Framework 3.0 or higher

SHARPEDESK (32 or 64bit)

OS: Windows 8 | Windows 10

Additional: Requires reboot after installation.

AIP SUITE (Sharp)

OS: Windows 8 | Windows 10,

Windows 2008 R2 Server | Windows 2012 R2 Server | Windows 2016 Server

Additional: Microsoft .NET Framework 3.5, FTP Services, Microsoft Internet Information Services (IIS), Windows Domain Controller (Active Directory for Users)

SW-100 (Sharp)

OS: Windows 8 | Windows 10,

Windows 2008 Server | Windows 2012 Server | Windows 2016 Server

Additional: Microsoft .NET Framework 3.5, Microsoft

Internet Information Services (IIS), Windows Domain Controller

25 GB or higher free HDD Space

2 GB or higher Ram

SQL Server Software

UniFlow

OS: Windows Server 2008 or 2012 or 2016

Additional:

CPU: Dual-Core CPU with 3GHz

4 GB or higher Ram

500 GB or higher free HDD Space

Important

Workstation Operating Systems (Microsoft Supported Operating Systems), Networking Operating Systems (Microsoft Supported Operating Systems, Netware 7.x and above, Mac 10.x, Terminal Server/Meta Frame, and SAP, Unix/AS400) with latest patches and updates.

Other application support provided on a billable, best effort basis. Best effort is based upon Standard Office System's experience, ability to contact vendor's support, and customer knowledge - SOS makes no representation of any ability to support best effort applications. In support of Non-Novell and Non-Microsoft products, customer may incur vendor technical support charges.

This Agreement shall not apply to any system failures resulting in whole or part from accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, excess heat or cold, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances. SOS may withhold service or support or terminate this Agreement if Customer fails to comply with any of the items or conditions of this Agreement, or is thirty days past due on any SOS invoice.

Confidentiality

Standard Office Systems will implement its highest-level resources concerning your individual connectivity design requirements. Our in-house professional services engineer (or other support personnel) will recommend system configurations based upon mutually understood and agreed upon customer applications to achieve optimum hardware and software performance.

All disks, tapes, media, process reports and information of any nature that are made available by the Customer, or that become available to SOS by virtue of this agreement or the relationship created by this agreement, shall be held in strict confidence by Standard Office Systems. Such confidential disclosures that are made or such confidential information that become available to SOS are subject to the confidentiality clause.



Smart Copy Supplement & Amendment of Master Agreement

APPLICATION NO.

MASTER AGREEMENT NO.

SUPPLEMENT NO.

CUSTOMER INFORMATION

FULL LEGAL NAME: Rockdale County Board of Commissioners; STREET ADDRESS: 1329 Portman Dr; CITY: Conyers; STATE: GA; ZIP: 30094; EQUIPMENT LOCATION: 958 Milstead Ave Conyers, GA 30012

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES (Canon IR-C5760), SERIAL NO, STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Includes checkboxes for attached schedules.

EQUIPMENT REMOVED FROM ABOVE-REFERENCED MASTER AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO, ENDING METER, NOT FINANCED UNDER THIS AGREEMENT.

TERM (Complete One Term Option)

36 Mos. Term applies to this Agreement (as defined below) only. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Complete One Payment Option) (Note: The payment period is monthly unless otherwise indicated.)

Payment Amount \$ 225.00 (amounts due under this Agreement only). Consolidated Payment Amount \$ (amounts due under this Agreement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).

ALLOWANCES & OVERAGES (Select One Option) (Note: If no box is checked, then Allowances and Overages shall apply to the Equipment on this Agreement only.)

Options for allowances and overages: B&W Copies/Prints Included (330,000), Color Copies/Prints Included (65,000), Scans Included (n/a). Includes checkboxes for equipment types.

METER READINGS VERIFIED: MONTHLY

OWNER ACCEPTANCE

OWNER SIGNATURE, TITLE, DATED

CUSTOMER ACCEPTANCE

Amendment of Master Agreement Terms and Conditions. Smart Copy Supplement. We agree to rent to you the Equipment described above. YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT (AS AMENDED HEREIN) AND THIS SMART COPY SUPPLEMENT.

Rockdale County Board of Commissioners SIGNATURE, TITLE (Chairman), DATED

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. CUSTOMER SIGNATURE, TITLE, ACCEPTANCE DATE

TERMS AND CONDITIONS

1. AGREEMENT: You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("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").

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Jennifer O. Rutledge, County Clerk

M. Qader A. Balg, County Attorney