



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 24-0089

Meeting Date: 2/7/2024

Department

Information Technology

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a recommended proposal - Fulton County Information Technology Department, 23RFP139160B-EC, Digital Multi-functional Devices and Support Services in an amount not to exceed \$724,581.72 with Standard Office Systems of Atlanta, Inc. (Duluth, GA) to provide maintenance, supplies, support services, and software and associated hardware for all multi-function devices countywide. Effective upon BOC approval through December 31, 2024, with four renewal options.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with the Purchasing Code Sections 102-374, all competitive sealed proposals shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background

This contract will provide managed services and lease Multi-Functional Devices (MFD) that are fully capable and pre-configured at installation to be connected securely to the County's infrastructure. The MFD fleet will account for the rightsizing needs of each Department/Agency. In addition to leased equipment, services provided include scanning, printing, and faxing capabilities that are pertinent and necessary for the efficient operation of all County Departments and Agencies.

Through this contract, services for print management, patron printing for the public and electronic faxing will be administered. The vendor will provide resources for maintenance support, training and technical assistance to the Government Center, Justice Center, and all remote County locations. The vendor will adhere to all green initiatives by replacing and recycling all toner cartridges and consumables. This contract will also include account management and software to track departmental usage for cost allocation.

The contract resulting from the award will be from the date of the signed agreement by both parties to the end of the calendar year and include four (4) additional options for annual renewal subject to successful performance and availability of funding. Funding will be provided by each agency. The contract will commence as of the date indicated in the Notice to Proceed (NTP) and will terminate as indicated in the contract.

Scope of Work: The project scope of work includes acquiring a lease and services for Digital Multi-functional Devices (hereafter “MFD”) and Support Services, to facilitate County business needs and requirements. Equipment lease and professional services under this contract will include the installation of new digital multifunctional imaging devices, all consumable supplies (except paper), all normal and emergency repair services, all periodic preventative maintenance, account management to include support staff/professional services, fleet management and all operator training in accordance with all requirements of this RFP.

All multi-functional devices (MFDs) shall have the following minimum functionality:

- Copying (B&W and Color)
- Network Printing (B&W and Color)
- Scanning (B&W and Color)
- Faxing (B&W and Color)
- Wireless, remote services (B&W and Color)

Community Impact: Print Services through this contract allow printing, faxing, and copying capabilities for patron offered services in all Library locations and other Departments/Agencies that offer print services for Fulton County constituents.

Department Recommendation: The Information Technology Department recommends approval.

Project Implications: If the Board action is not approved, Departmental agencies will not be able to complete critical operation tasks such as printing, scanning, and faxing that are necessary to deliver services to County customers and constituents.

Community Issues/Concerns: There are no community issues/ concerns.

Department Issues/Concerns: It is critical that approval be considered and preferably approved to move forward with contract execution to secure lease and services.

Contract Modification: This is a new procurement

Exhibits Attached

Exhibit 1: Evaluation Committee Recommendation Letter

Exhibit 2: Performance Evaluation

Contact Information *(Type Name, Title, Agency and Phone)*

Kevin Kerrigan, Chief Information Officer, Information Technology, 404-612-0057

Contact Compliance Information**Contract Value:** \$724,581.72**Prime Vendor:** Standard Office Systems of Atlanta, Inc.**Prime Status:** Non-Minority**Location:** Duluth, GA**County:** Gwinnett County**Prime Value:** \$434,821.49 or 60.01%**Subcontractor:** Metro Records Management**Subcontractor Status:** African American Female Business Enterprise**Location:** Atlanta, GA**County:** DeKalb County**Subcontractor Value:** \$289,760.23 or 39.99%**Total Contract Value:** \$\$724,581.72 or 100.00%**Total Certified Value:** \$289,760.23 or 39.99%**Contract Attached**

No

Previous Contracts

No

Total Contract Value**Original Approved Amount:** \$0.00**Previous Adjustments:** \$0.00

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Meeting Date: 2/7/2024

This Request: \$724,581.72
TOTAL: \$724,521.72

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1:

700-220-2205-1705; Information Technology Internal Service Fund, Information Technology, IT Management, Copying Charges

Key Contract Terms	
Start Date: Upon BOC approval	End Date: 12/31/2024
Cost Adjustment:	Renewal/Extension Terms: For renewal options

Overall Contractor Performance Rating: 97

Would you select/recommend this vendor again?
Yes

Report Period Start: 7/1/2023
Report Period End: 9/30/2023



INTEROFFICE MEMORANDUM

TO: Felicia Strong-Whitaker, Chief Purchasing Agent
Department of Purchasing & Contract Compliance

FROM: Evaluation Committee Recommendation Letter

DATE: October 30, 2023

PROJECT: #23RFP139160B-EC, Fulton County Multi-Functional Devices

In accordance with the Purchasing Code, a duly appointed Evaluation Committee has reviewed the proposals submitted in response to the above-reference project on behalf of the Fulton County Police Department.

Two (2) qualified firms submitted proposals for evaluation and consideration for award of this project:

1. Standard Office Systems of Atlanta
2. Milner, Inc.

After review, evaluation and consideration of all available information related to the requirements and evaluation criteria of the RFP, the Evaluation Committee has determined that the proposal submitted by Standard Office Systems of Atlanta is the recommended vendor for the award of #23RFP139160B-EC, Fulton County Multi-Functional Devices with a final score of **81.81%**.

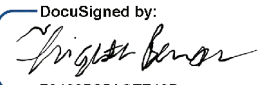
Evaluation Committee Recommendation Letter

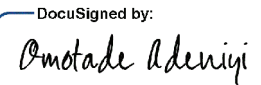
Date: October 30, 2023

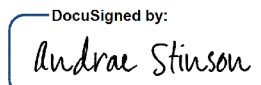
#23RFP139160B-EC, Fulton County Multi-Functional Devices Page | 2

The Evaluation Committee members attest that each member scored each proposal independently in accordance with the evaluation criteria set forth in the Request for Proposal and that their individual score is a part of the final scores in the attached Evaluation Matrix.

SELECTION COMMITTEE MEMBERS:

DocuSigned by:

78403B25ACE740B...
Cniquita Barnswell
IT Program Manager, Administration

DocuSigned by:

B90F68192E994D5...
Umotade Adeniyi
Technical Operations Manager- Systems Engineering

DocuSigned by:

EB77E028A4A040D...
Andrae Stinson
Technology Operations Manager - Networks

DocuSigned by:

AB262FC390724CB...
Brazos Price
Library Manager - Technical Services
Atlanta-Fulton Public Library

Evaluation Committee Recommendation Letter

Date: October 30, 2023

#23RFP139160B-EC, Fulton County Multi-Functional Devices Page | 3

EVALUATION CRITERIA	WEIGHT	Standard Office Systems of Atlanta	Milner, Inc.																	
MFD Functionality Matrix	25.00%	23.44%	18.75%																	
Project Plan	10.00%	8.13%	6.25%																	
Qualifications of Key Personnel	10.00%	7.75%	7.50%																	
Relevant Project Experience	8.00%	7.00%	6.00%																	
Availability of Personnel	10.00%	7.38%	6.50%																	
Implementation/Transition Plan	15.00%	13.13%	9.38%																	
Local Preference	5.00%	0.00%	0.00%																	
Service Disabled Veterans Preference	2.00%	0.00%	0.00%																	
Cost Proposal	15.00%	15.00%	8.22%																	
TOTAL SCORE:	100.00%	81.81%	62.59%																	

Performance Evaluation Details

ID	E1
Project	DIGITAL MULTI-FUNCTIONAL DEVICES AND SUPPORT SERVICES
Project Number	19RFP114474B-BR
Supplier	standard office systems
Supplier Project Contact	bernie schom (preferred language: English)
Performance Program	Professional Services
Evaluation Period	07/01/2023 to 09/30/2023
Effective Date	11/03/2023
Evaluation Type	Formal
Interview Date	Not Specified
Expectations Meeting Date	Not Specified
Status	Completed
Publication Date	11/03/2023 02:23 PM EDT
Completion Date	11/03/2023 02:23 PM EDT
Evaluation Score	97

Related Documents

There are no documents associated with this Performance Evaluation

OVERALL RATING GUIDE - PROFESSIONAL SERVICES

Evaluation Score Range
Outstanding = 90-100%
Excellent = 80-89%
Satisfactory = 70-79%
Needs Improvement = 50-69%
Unsatisfactory = -50%

PROJECT MANAGEMENT

20/20

Rating

Outstanding: Project Management practices that exceed in the areas of scope, schedule, budget, quality of work and risk/issue management. Complete understanding of project objectives, risks and Contract requirements.

Comments

Not Specified

SCHEDULE

20/20

Rating

Outstanding: Delivered ahead of original completion date with significant effort by Consultant to exceed project milestone dates or ahead of schedule with increased scope. Proactive approach to monitoring and forecasting of project schedule.

Comments

Not Specified

QUALITY OF DESIGN, REPORTS AND DELIVERABLES

17/20

Rating

Excellent: Deliverables exceed requirements in some areas and remainder of items delivered are high quality.

Comments

Not Specified

COMMUNICATIONS AND CO-OPERATION

20/20

Rating

Outstanding: Co-operative and proactive response to User Department concerns at all times. Innovative communication approaches with the User Department's team.

Comments

Not Specified

OVERSIGHT OF CONTRACTOR COMPLIANCE WITH CONTRACT DOCUMENTS

20/20

Rating

Outstanding: Outstanding oversight of the Contractor and ability to bring the Contractor into compliance in an expedited manner.

Comments

Not Specified

GENERAL COMMENTS

Comments

Not Specified



CONTRACT DOCUMENTS FOR

#23RFP139160B-EC

**FULTON COUNTY MULTI-FUNCTIONAL DEVICES
AND SERVICES**

For

DEPARTMENT OF INFORMATION TECHNOLOGY

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONTRACTOR</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONTRACTORS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>
ARTICLE 43.	<u>NON-APPROPRIATION</u>
ARTICLE 44.	<u>WAGE CLAUSE</u>

Exhibits

EXHIBIT A:	<u>GENERAL CONDITIONS</u>
EXHIBIT B:	<u>SPECIAL CONDITIONS</u>
EXHIBIT C:	<u>SCOPE OF WORK</u>
EXHIBIT D:	<u>PROJECT DELIVERABLES</u>
EXHIBIT E:	<u>COMPENSATION</u>
EXHIBIT F:	<u>PURCHASING FORMS</u>
EXHIBIT G:	<u>CONTRACT COMPLIANCE FORMS</u>
EXHIBIT H:	<u>INSURANCE AND RISK MANAGEMENT FORMS</u>

APPENDICES 1:	<u>INFORMATION TECHNOLOGY GLOSSARY OF TERMS AND DEFINITIONS</u>
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CONTRACT AGREEMENT

Contractor: Standard Office Systems of Atlanta Inc.

Contract No.: 23RFP139160B-EC, Fulton County Multi-Functional Devices and Services

Address: 2475 Meadowbrook Parkway
City, State Duluth, GA 30096

Telephone: 770-449-9100

Email: bschom@soscanhelp.com

Contact: Bernie Schom
Vice President Sales

This Agreement made and entered into effective the 7th day of February 2024 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Standard Office Systems of Atlanta Inc.**, hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, the County through its Fulton County Department of Information Technology hereinafter referred to as the "**Department**", requested leasing services for Digital Multi-functional Devices and Support Services ("MFD") to facilitate County business needs and requirements., hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project, and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [not applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on February 7, 2024, BOC #24-0089.

ARTICLE 2. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. **DESCRIPTION OF PROJECT**

County and Contractor agree the Project is to provide leasing services for Digital Multi-functional Devices and Support Services ("MFD") to facilitate County business needs and requirements. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Contractor shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Contractor shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Contractor in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice

to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on February 7, 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2024. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four (4) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2025 and shall end no later than the 31st day of December 2025. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2026 and shall end no later than the 31st day of December 2026. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2027 and shall end no later than the 31st day of December 2027. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January 2028 and shall end no

later than the 31st day of December 2028 If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$724,581.72 (Seven Hundred Twenty-Four Thousand, Five Hundred Eighty One Dollars and Seventy-Two Cents) which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his

supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-Contractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or sub-Contractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-contractor will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each

task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. **PROFESSIONAL RESPONSIBILITY**

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 19. **COOPERATION WITH OTHER CONTRACTORS**

Contractor will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Contractors. Contractor shall fully cooperate with such other related Contractors and County employees or appointed committees. Contractor shall provide within his schedule of work, time and effort to coordinate with other Contractors under contract with County. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by County employees. Contractor shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Contractor in any manner.

ARTICLE 20. **ACCURACY OF WORK**

Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of the County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

ARTICLE 22. **INDEMNIFICATION**

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Contractor's acts, errors, or omissions in the performance of professional services, the Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Contractor at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor

shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. **CONFIDENTIALITY**

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Contractor agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Contractor or any sub-Contractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Contractor shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by the Contractor and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Contractor has pre-existing proprietary rights and/or has otherwise been licensed to Contractor prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Contractor agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software

licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County shall be addressed as follows:

Chief Information Officer
Department of Information Technology
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303
Attn: Kevin Kerrigan
Email: Kevin.Kerrigan@FultonCountyGa.gov

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Standard Office Systems of Atlanta Inc.
Vice President Sales
2475 Meadowbrook Parkway
Duluth, GA 30096
Telephone: 770-449-9100
Email: bschom@soscanhelp.com
Attention: Bernie Schom

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason

beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part

thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Contractor within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Contractor will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Contractor will be promptly paid by County.

Payment of Sub-Contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

Office of the County Attorney

APPROVED AS TO CONTENT

DocuSigned by:

Kevin Kerrigan

Kevin Kerrigan, Chief Information Officer
Department of Information Technology

CONTRACTOR:

**STANDARD OFFICE SYSTEMS
OF ATLANTA, INC.**

DocuSigned by:

BERNIE SCHOM

Bernie Schom
Vice President Sales

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

DocuSigned by:

Diega Juarez

Notary Public Diega Juarez

County: Gwinnett

Commission Expires: September 08, 2026

DocuSigned by:

(Affix Notary Seal)



ITEM#: _____ RCS: _____
RECESS MEETING

ITEM#: 24-0089 RM: 2/7/2024
REGULAR MEETING

ADDENDA



Date: August 24, 2023

Project Number: 23RFP139160B-EC

Project Title: Fulton County Multi-Functional Devices and Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 1: Clarification, all questions must be submitted Online through BidNet

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 28 day of September, 2023.

Standard Office Systems
Legal Name of Bidder/Proposer

B. Sh
Signature of Authorized Representative

Vice President Sales
Title



Date: August 28, 2023

Project Number: 23RFP139160B-EC

Project Title: Fulton County Multi-Functional Devices and Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 2: Q&A

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 2, 28 day of September, 2023.

Standard Office Systems
Legal Name of Bidder/Proposer

B. Sh
Signature of Authorized Representative

Vice President Sales
Title



Date: September 5, 2023

Project Number: 23RFP139160B-EC

Project Title: Fulton County Multi-Functional Devices and Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 3: Bid Due Date Extended to 9/29/23 at 11:00 and Q&A

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 3, 28 day of September, 2023.

Standard Offire Systems
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Vice President Sales
Title



Date: September 22, 2023

Project Number: 23RFP139160B-EC

Project Title: Fulton County Multi-Functional Devices and Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 4: Q&A, Spreadsheet

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 4, 28 day of September, 2023.

Standard Office Systems
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Vice President Sales
Title



Date: September 28, 2023

Project Number: 23RFP139160B-EC

Project Title: Fulton County Multi-Functional Devices and Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

ADDENDUM NO. 5: Revised MFD Cost Proposal Spreadsheet

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 5, 28 day of September, 2023.

Standard Office Systems
Legal Name of Bidder/Proposer

[Signature]
Signature of Authorized Representative

Vice President Sales
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Contractor in the request for proposals of the number of days that Contractor will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The Contractor must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The Contractor must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The Contractor shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the Contractor, Fulton County may procure the articles or services from another source and hold the Contractor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall:

This solution will be used by all of Fulton County agencies to provide Digital Multi-functional Devices (hereafter “MFD”) and Support Services.

The project scope of work includes acquiring a lease and services for Digital Multi-functional Devices (hereafter “MFD”) and Support Services, to facilitate County business needs and requirements. Equipment lease and professional services under this contract will include the installation of new digital multifunctional imaging devices, all consumable supplies (except paper), all normal and emergency repair services, all periodic preventative maintenance, account management to include support staff/professional services, fleet management and all operator training in accordance with all requirements of this agreement.

All multi-functional devices (MFDs) shall have the following minimum functionality:

- a. Copying (B&W and Color)
- b. Network Printing (B&W and Color)
- c. Scanning (B&W and Color)
- d. Faxing (B&W and Color)
- e. Wireless, remote services (B&W and Color)

The service is to be a “turnkey” solution. Services to be performed that are consistent with County standards and comply with regulatory requirements as established by the County but are not limited to solutions of deployment and installation of new replacement MFDs, on-going repair and maintenance, account management and invoicing, training, utilization analysis and cost reduction recommendations.

Equipment pricing is for new “out of the box” equipment only. Re-manufactured or re-conditioned equipment will not be permitted or accepted. Pricing includes shipping, insurance, freight, rigging, initial installation and final removal. All units must use current digital technology and shall comply with all Fulton County IT (hereafter, “FCIT”) security standards and protocols. All new units shall be fully equipped, as delivered and must function as a copier, network printer, fax machine, and scanner.

Managed Services

The County also requires for consideration, solutions to, proposals regarding, “managed services” solutions relating to the use of these devices including, but not limited to:

- a. Patron pay for printing services as an option for specific MFDs (e.g. Public Library, Courts and public facing departments/agencies)
- b. Patron pay for scanning services as an option for specific MFDs (e.g. Public Library, Courts and public facing departments/agencies)
- c. Electronic Faxing services and solution which includes all account administration, configuration and support
- d. Secure and Controlled network printing and scanning which includes all account administration, configuration and support

All hardware, software and professional services necessary to operate each MFD including the managed services must be included within the total monthly cost of each MFD.

Current Environment

There are currently 541 MFDs in place countywide through our existing MFD lease Contractor (MSA). The devices are connected to the County's IT Network via an Ethernet connection and managed centrally through a virtual platform and Office 365 Active Directory Service. A full inventory of each device including Model number and physical location is in the Exhibits section of this agreement. It is the Contractor's responsibility to carefully review the existing MFD inventory to ensure all new replacement units have the same or better capacity and functionality.

Equipment lease and professional services under this contract will include the installation of new digital multi-functional imaging devices, all consumable supplies (except paper), all normal and emergency repair services, all periodic preventative maintenance, account management, fleet management and all operator training in accordance with all requirements stated herein.

All units proposed must use digital technology and comply with "green" initiatives. All units proposed must be fully equipped, as delivered, to function as a copier, network printer, fax machine, and scanner.

All units proposed must be fully capable and preconfigured at installation to be connected to the County's IT network via an Ethernet connection.

Desired and Required Environment

Specifications

All MFDs provided should include options for basic and advanced functionality with connectivity to the County's secure IT network. County departments may upgrade and add functionality per user such as color copying as deemed appropriate and must be authorized by the Department Head and configured centrally through AD security settings. In addition, all MFDs must come equipped with a full complement of MS Windows drivers and fonts, be equipped with sufficient memory so all jobs can be run without interruption, allow for concurrent

and/or parallel processing of multiple functions and scan to the network in multiple file formats. All MFDs must support all Microsoft Windows operating systems formats. All MFDs must support all Microsoft Windows operating systems including Windows 7, Windows 8, Windows 10 and Windows 11, along with Windows 2016 Server and Server 2020, and MS Azure Platforms for network print services and remote management. Contractors should state clearly if any operating system or other compatibility issues exist. All new MFDs must allow wireless devices (e.g. laptop, tablet, etc.) to connect and print through proper authentication and PPC applied to user for billing.

All new digital MFDs must also comply with the following technical and functional specifications:

MFD Compliance with FC IT Standards

- ☐ Ethernet (100MB)
- ☐ TCP/IP, SNMP
- ☐ Wireless - WEP 64/128 bit, WPA-PSK (TKIP/AES), WPA2-PSK (AES)
- ☐ MS Active Directory
- ☐ Server OS-MS Server 2016 and Server 2020 and Azure
- ☐ Database-MS SQL
- ☐ Desktop OS- Windows 7, Windows 8, Windows 10 and Windows 11
- ☐ Microsoft M365
- ☐ All print drivers must be usable as installed via Windows
- ☐ Any hardware and software support a virtualized environment

MFD Security

Support multiple types of authentication **at the user level**

- ☐ PIN Code (at machine)
- ☐ Access Cards (at machine)
- ☐ Biometric (at machine)
- ☐ Active Directory (AD)

Data privacy and protection

- ☐ HIPAA compliant
- ☐ Encryption
- ☐ Secure print capable
- ☐ Daily hard drive overwrite

Remote Device Management

- ☐ Remote administration and configuration over County network

Device User Interface

Regardless of functionality or color capability, all MFDs must share a common user interface, both on the device control panel, and in the print driver. All devices must support banner pages, with the ability to turn on or off at the device

level. All devices must support true multi-tasking, and non-queue processing (one job should never hold up another job, unless there is a device malfunction).

Print

- ☐ Must meet or exceed print speed, capacity and functional requirements of existing MFD models
- ☐ User level limitations configured through MS Active Directory and IP Filtering
- ☐ Must allow wireless devices (e.g. laptop, tablet, etc.) to connect and print through proper authentication and PPC applied to user for billing.
- ☐ All devices must be capable of both B&W and color prints
- ☐ All devices must be capable of secure enterprise printing capabilities with Active Directory authentication for Bring Your Own Device (BYOD) equipment (mobile phones, tablets, etc.)
- ☐ All devices must be equipped with Enterprise wireless encryption: WEP 64/128 bit, WPA-PSK (TKIP/AES), WPA2-PSK (AES)

Scan

- ☐ Must support scan to file bd folder level
- ☐ Must support scan to desktop
- ☐ Must support scan to network
- ☐ Must support scan to M365 Cloud Shares (One Drive, SharePoint) at elevated levels
- ☐ Must support scan to email
- ☐ Must support scan to digital document management system as installed.
- ☐ Must support scan to file must support several file types including Searchable PDF and TIFF.
- ☐ Include all hardware and software needed to support Scanning functionality.
- ☐ All devices must be capable of both B&W and color scanning.

Fax & E-Fax

- ☐ Must support both incoming and outgoing faxing through a digital and/or analog service Include all hardware and software needed to support E-Faxing.
- ☐ Must support up to 6000 E-Fax accounts
- ☐ Must support group lists managed through AD.

Equipment Requirements, Features and Capabilities

Basic Features of MFDs

Contractor is able to meet the minimum requirements for multi-functional devices include (not all equipment models are required to meet every requirement; however, all requirements must be met within model fleet):

- Ability to scan to searchable PDF documents

- Ability to scan in color
- Color copy/print per page price
- Ability to print in color
- Ability to fax
- Ability to print wirelessly
- Ability to handle up to 100 pages in document feeder
- User authentication at MFD with Active Directory integration
- User Security Access Control at MFD via (PIN, Card key swipe, biometrics, etc.)
- Job Queue management on MFD
- Security of scans/docs/ MFD itself
- Consistent user interface appearance across MFD fleet.
- Customized settings - ability to customize MFD settings to a particular group for workflow.
 - Price list and features of each model
 - Each MFD must have user manual attached.
- Each MFD must have poster displaying network printer name, instructions for faxing and scanning, card registration and contact information for support.

Other Functional Requirements

Specific functional requirements are defined per machine “Class” in “Device Inventory & Machine Class” Appendix

In addition to hardware capabilities required to perform basic document capture/duplication (copying, scanning, faxing, etc.) the County is seeking to incorporate advanced document management techniques such as scan to file with workflow. The Contractor should provide a comprehensive solution which includes the equipment necessary to capture and duplicate documents, utilities, and support to perform advanced document management activities.

The Contractor must also provide a workable proposal for the management of the copier fleet, to include dedicated personnel to perform and coordinate all aspects within the terms of this lease, including delivery, installation, maintenance/repair, supplies, moves/changes, reporting, billing, and planning. Additionally, the dedicated onsite personnel will be required to routinely monitor, manage, maintain, deploy, and refresh all consumable supplies (toner, copy cartridges, staples, etc.).

Transition Services

A detailed Transition Plan is a requirement. Transition to the new devices with minimal impact to County operations is critical and will be evaluated. A detailed Service Level Agreement is also required.

Performance will be monitored in compliance with agreed upon service

level adjustments “SLA”. The Contractor must provide

Rollout Commitments

Contractor is required to:

- Assign a project manager to coordinate all transition activities with FCIT throughout the transition process. Project Manager will be required to be onsite (daily if needed).
- Assign a dedicated transition team that will be required to be onsite (daily if needed)
- Limit interruptions in County operations during transition from current Contractor to new.
- Be available to transition equipment and services afterhours and during the weekends

Equipment Provisioning

Contractor is able to:

- Match projected needs at the outset.
- The range of equipment available from Contractor is able to meet future needs.
- Equipment under contract can be upgraded to new models or additional units added without extending the contract term or increasing price.

Training

- Contractor is able to provide training to County staff prior and during installation of new equipment and through the term of lease.
- Training should include technical training to Fulton County Subject Matter experts for:
 - Basic and frequently asked questions
 - Through vendor led onsite training for configuration and support of the Print Management Solutions
 - Thorough vendor led onsite training for configuration and support of Enterprise Electronic Fax solution
- Contractor has online tutorials available, has a professional certified trainer available to conduct scheduled classroom training, and ongoing training will be required.
- Basic instruction for MFD use should be printed and posted above each device.
- Standard and scheduled user training must be made available during transition and post transition

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- Basic instruction for MFD use should be printed and posted above each device.
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Technical & Maintenance Support

General Support

- Contractor will submit a detailed Service Level Agreement which will define all expected performance levels including MFDs and professional services.
- Contractor must have the capacity and capability to meet all defined support service levels.
Support must be available 365 days a year, 24 hours a day, seven (7) days a week, including holiday schedule and pursuant to an agreed upon Service Level Agreement
- Contractor will be responsible for all costs associated with the Contractor technical support teams including transportation, tools, laptops, mobile phones, etc.
- Please note, the County has over 150 locations geographically spread throughout the County including several locations that operate 24/7 (e.g. County Jail) and weekends (e.g. Libraries).
- Contractor must submit a detailed support plan which clearly defines service levels considering the aforementioned hours of operation.

Helpdesk

- Contractor is able to integrate with the county's Information Technology Service Management (ITSM) – Remedy Force.
- Contractor's technical support staff will be required to utilize the County's helpdesk system to open, maintain and close incidents.
- Contractor's staff is required to attend FCIT ITSM training prior to cutover date.

Daily Support and Response to Service Calls

Contractor Technical Support team must be onsite during normal business hours-5 days a week, Monday thru Friday, 8:00 AM – 5:00 PM, excluding recognized County holidays. The team must address support for both Downtown Campus and Remote facilities.

Downtown Campuses

During normal working hours the Contractor shall respond and resolve device failure service calls within four (4) business hours

Remote Facilities

During normal working hours the Contractor shall respond and resolve device failure service calls within eight (8) business hours

All repair time limits will be defined in a SLA approved by the County.

Performance will be measured from time of call/ service request/received until resolution including work order close out.

Contractor services must include maintenance, repairs, parts, software updates and patches, and any additional support required to return equipment into service.

Contractor will be required to monitor, maintain and refresh all consumable supplies (toner, copy cartridges, staples, etc.).

After-hours Support

Contractor after-hours shall respond and resolve service calls by Noon the next day unless the operation is critical.

Critical Support

The County has critical operations and downtime at such facilities and locations must be limited and addressed immediately. All critical calls shall be responded to and resolved within three (3) business hours.

Maintenance Support

Performance - Service Level Measurement

The County expects to establish an acceptable Service Level Agreement (SLA) with the Contractor to provide a clear performance measurement tool and will utilize the FCIT Helpdesk System to complete daily tasks and monitor SLA compliance.

Equipment Availability – Minimum Acceptable Service Level

- Contractor must submit a Machine Performance and Replacement Guarantee defining MFD performance and availability levels.
- Equipment must be in good working order and in production not less than 95% of the month. The County equates this to an MFD being out of service for more than 16 business hours within a month.
- In the event a machine falls below the 95% availability threshold, the Contractor must provide an option to replace the unit under a machine performance and replacement guarantee.
- Should FCIT determine a device is experiencing repeat technical or functional failures, a replacement unit of equal model must be provided with no penalty or increased cost to the County.

Loaner Units

All service/maintenance/repairs are to be made on-site. If required repairs cannot be performed on-site, then a "loaner" unit of like capability must be deployed until the regular unit is returned and in proper working order.

Active Monitoring/Fleet Management

Contractor must have the capability to centrally monitor and manage MFD fleet:

- Ability to monitor supplies and proactively replace
- Ability to monitor fleet for hardware issues and perform preventive maintenance
- Ability to monitor fleet and track activities (copy, print, scan volumes) real-time via web interface/portal.
- Ability to set up user accounts and permissions (Authorized users should only have access to view equipment in their departments).
- Ability to alert when a department nears copy limits.
- Ability to limit total amount of copies/prints made by MFD or by user.
- Ability to alert issues before they are reported to helpdesk; i.e. toner, parts and supplies replacement.
-

Utilization Analysis and Reporting

Contractor must provide as part of the solution a right sizing analysis report of the existing environment to include recommendations for optimization of utilization to include classes of equipment, placement, and feature sets. All work to be performed pre-roll out of new equipment.

The County reserves the option to make final decisions on the recommendation.

Throughout contract term, Contractor is expected to continue rightsizing through examination of utilization and provide recommendations based on new equipment requests, equipment moves, and usage patterns/trends.

Professional Services Resource Team

Account Management Team

The Contractor shall assign a single Account Representative through who all ongoing billing, support and account maintenance will be coordinated.

This representative will be available during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Submit dedicated account manager's name and resume including telephone number, fax number, and e-mail address. The account manager will be responsible for all billing, support and maintenance for services awarded.

Technical Support Team (On-Site and Remote)

The number of support staff allocated to support onsite/campus and remote locations are at the discretion of the Contractor.

The County's preference is to have a minimum of three (3) primary Support staff to support County's downtown campuses located at 141 Pryor Street, SW, Atlanta, Georgia 30303. The County has set aside space for the support staff to assist in providing prompt response to the downtown campus during normal business hours. – This location is subject to change based on space availability.

All staff accessing Fulton County Infrastructure and Physical building will be required to follow County policies and procedures.

Contractor Technical Support Team must be staffed to complete the following but not limited to tasks:

- Schedule and perform preventative maintenance on equipment.
- Perform supply inventory management. Monitor supply levels daily and replenish as needed.
- Manage supplies (order, stock, and deliver to locations).
- Provide first response maintenance calls (i.e. call/visit location to identify problems and resolve if capable). If service is required on-site person will dispatch technician and follow up on service call.
- Service call management (place & log service calls by machine; all calls are placed to the County's Helpdesk). All incidents must be received, responded, and closed using the County Helpdesk system.
- Conduct key operator training as needed (after initial install training).
- Collect separate meter reads for copies and prints by machine location.
- Maintain service call log and conduct account reviews quarterly/semi-annually or as requested by Fulton County.
- Provide back-up personnel to cover both scheduled and unscheduled absences.
- On-going volume trend analysis (rightsizing of machines).
- Report monthly volumes per machine and user.
- Provide signage for each machine including printer name and contact info for service calls.
- Schedule and conduct installation and moves of all machines. (At No additional cost or penalty to the County)
- Dispatch service technicians when copiers are off-line due to service issues.
- Providing service reports on a monthly basis that includes:
 - service issues by category
 - downtime of copier
 - length of technician response time
 - repetitive service issues warranting evaluation for replacement.

Account Management and Billing

Payment for Services

The County anticipates paying for the services provided under an award on a monthly basis once invoices are received and verified. However, the payment schedule is subject to negotiation based on final award.

Billing and Account Overview

Contractor must provide monthly billing in the following formats:

Billing:

- Summary/single invoice to include lease, management, trainings, service, and supplies (except paper) for all equipment
- customized back-up detail in hard copy and electronic format to enable departmental charge-back - *Color copy/print charges per department
- all invoices must identify individual units by machine type and location (address/department)
- The Contractor must provide comprehensive account management and billing for each MFD including details on per page charges to each user. Monthly lease costs for each MFD will be invoiced back to a funding line associated with a division within a department. Per page charges will be invoiced back to a funding line associated with a specific user. The following is the billing hierarchy:
 - PPC applied to a funding line associated with a user who resides within
 - A Division/Org within a
 - Department/Agency within a,
 - Fund

Account Overview:

Must include Performance Measurement. Number of Trainings, average response time, average equipment uptime, number of calls, number of proactive visits, coin collection totals, b/w and color volumes.

Coin Collection

Contractor must collect and track all monies from the coin operated machines throughout the fleet and report the totals by department each quarter to management.

The County is interested in an alternative solution for the coin collection process. Detail how you would implement an alternative method that leverages today's technology to complete print for pay transactions in lieu of coin collection.

Equipment Lease Flexibility

Due to budgetary cutbacks, City Incorporations and department reallocation of resources and funds, the County, periodically, may need the ability to return

leased equipment during the lease term without termination or penalty costs to the County

Detail how this would be accommodated and reconciled for billing purposes.

Value Add and Managed Services

Print Management Solution

Contractor must provide a complete print management solution which include but not limited to solutions for printing enablement, security, cost control and enablement.

Configuration

- Clientless Solution with Universal Driver across multiple Operating System platforms
- Print server load balancing to ensure that there is scalability and redundancy
- Print queue redundancy and failover to eliminate and reduce print failure across all county agencies
- Application Server failover for immediate and automatic failover in the event that the Application fails. Also allow the opportunity for application led failover.
- Contractor must be prepared to provide and support the number of back-up servers to provide back-up or redundancy.
- Ensure load balancing across the network, infrastructure and application. Queue with round robin
- Print Management solution must integrate with the Patron Printing solution to include coin-operated boxes.

Security

- Users should have the ability to printer securely from anywhere and any machine
- User authentication required (LDAP, print cards, PIN, login. touch screen, Biometrics etc.)
- Secure printing capability with mobile, email and web-based printing
- Ability to limit and control
- Ability to track printing at the user level and able to track to funding source and location to include cost of print job.
- Provides auditing capability to track and review printed jobs as needed for compliant and security

Features

- Support of BYOD printing
- Secure printing from tablets, chromebooks, SAP host printing
- Alerts for low supplies and hardware issues that allow the Contractor to be proactive in resolving issues

- One-Click on device scan to email, network folder, desktop, cloud (OneDrive, Sharepoint, Dropbox etc..)
- Ability to support customized print scripting based on customer
- Open APNS that allow for the solution to be integrable with applications
- Release from devices other than the proposed Multi-Functional device

Support

- Dedicated 24 hour support staff for application support
- Ability to support and customize features and modules of Application

Patron Printing/Scanning

Contractor must provide managed services to assist with the collection, monitoring and account management of coin operated machines for Patron Printing/Scanning. All MFDs must have the capability to be utilized as a pay for print station as an option. The County will identify which MFDs need to be equipped with the necessary hardware.

The Service Provider will be responsible for the collection and accounting of monies collected via coin operated machines. The Service Provider will be responsible for all accounting including accurate crediting to transfer revenue generated to County. This accounting must be submitted as a part of the monthly invoice and clearly indicated.

Minimum requirements include:

- Units must be compatible and able to integrate with the County's pay for print application
- Contractor will be required to collect monies per site on a weekly basis
- Units must be coin operated with the option to complete debit/credit transactions
- Contractor will be responsible for account management.
- Pay for printing units are mainly used in the County's Public Libraries. The proposed solution must be compatible with the Libraries current software SAMS 9.0 from Comprise Technologies
 - The County may change the Patron Printing Software which will require the MFDs to integrate with the new solution. This service and fleet will be managed by the Service Provider and all costs must be applied only to the monthly lease cost of the MFDs equipped with this optional feature.
 - Coin-Op Boxes compatible with SAM 9.0
 - ITC
 - Jamex
 - ACDI

- TBS

Remote Printing Solution

Contractor must provide a solution that allows the County to manage centrally all network printing to MFDs.

Minimum requirements include the ability to complete the following:

- Service provide must provide a clientless solution that allows users located at Fulton County remote sites the ability to print without delay through a print path (i.e. XPS)
- The solution should provide the ability for spool size reduction (i.e. Font sub-setting, Advanced Graphics Support, Identification of common resources, ZIP compression.
- The solution must allow the ability to monitor, control and provide reporting for all copies, prints, fax and scans
- The solution must provide internal load balancing for job queues WITHIN the application
- The solution must be able to write logs to a NAS or destination NOT residing on the server
- All tasks should have measurable outcomes/ results.

Electronic Fax

Contractor must provide an electronic fax solution to include hardware, software, licensing, and support under a lease agreement. Solution must support traffic for 6000 employees and 420 plus multi-functional devices. The application must be compatible with the County's technical specification.

Minimum requirements include:

- Primary and Backup Fax Server System with minimum 24 simultaneous transmissions each
- Desktop faxing capability with Email Integration
- Multi-function Device Integration
- System Monitoring and Updates
- Ability to expand/upgrade/scale capacity as needed
- 24x7 Technical Support
- 98% Uptime Availability
- Ability to convert inbound fax documents to Text Searchable PDF files for SPAM filtering

Document Management

Contractor must provide a Document Management solution to include hardware, software, licensing and support under a lease agreement.

Minimum Requirements include:

- Ability to scan and store documents with Meta data for retrieval and archiving purposes.
- Ability to configure unique settings and permissions per department or Workgroup
- Must use widely accepted database standards for portability

Scanning Solution

Contractor must provide a managed solution for document scanning at the MFD level. The application must be compatible with the County's technical specification.

Minimum requirements include:

- Integration with Active Directory
- Technical Support
- 98% Uptime Availability
- Multi-function Device Integration
- System Monitoring and Updates
- Ability to expand/upgrade/scale capacity as needed
- Able to scan to multiple file formats including but not limited to Searchable: PDF, MS Word, TIFF, etc.
- Must support scan to file, scan to network, scan to email, and scan to digital document management system as installed.

INFORMATION TECHNOLOGY SOLUTION

A. Requirements

The County has developed Functionality Requirements Matrix to describe the requirements for the proposed solution. See Matrix in RFP for a detailed description of the required and desired features and functionality of the IT solution.

Contractor was required to:

1. Respond to the appropriate columns on the Matrix as to how your services and/or solution shall provide for each requirement.
2. Respond to the appropriate to indicate compliance
3. Use the Comment fields to describe in detail how your solution meets each requirement.
4. Provide additional technical details of your proposed solution that you feel the County should consider.
5. Explain why your solution is advantageous in the marketplace.

B. Professional Services Requirements

- IT consulting services
- Analysis/design
- Application development or modifications
- Testing Training

- Documentation
- Data conversion
- Implementation services
- Post implementation services

The Contractor must describe the professional services required in order to achieve the objectives of this project:

Print Management Solution

Contractor must provide a complete print management solution which include but not limited to solutions for printing enablement, security, cost control and enablement.

Configuration

- Clientless Solution with Universal Driver across multiple Operating System platforms
- Print server load balancing to ensure that there is scalability and redundancy
- Print queue redundancy and failover to eliminate and reduce print failure across all county agencies
- Application Server failover for immediate and automatic failover in the event that the Application fails. Also allow the opportunity for application led failover.
- Contractor must be prepared to provide and support the number of back-up servers to provide back-up or redundancy.
- Ensure load balancing across the network, infrastructure and application. Queue with round robin
- Print Management solution must integrate with the Patron Printing solution to include coin-operated boxes.

Security

- Users should have the ability to printer securely from anywhere and any machine
- User authentication required (LDAP, print cards, PIN, login. touch screen, Biometrics etc.)
- Secure printing capability with mobile, email and web-based printing
- Ability to limit and control
- Ability to track printing at the user level and able to track to funding source and location to include cost of print job.
- Provides auditing capability to track and review printed jobs as needed for compliant and security

Features

- Support of BYOD printing
- Secure printing from tablets, chromebooks, SAP host printing

- Alerts for low supplies and hardware issues that allow the Contractor to be proactive in resolving issues
- One-Click on device scan to email, network folder, desktop, cloud (OneDrive, Sharepoint, Dropbox etc..)
- Ability to support customized print scripting based on customer
- Open APNS that allow for the solution to be integrable with applications
- Release from devices other than the proposed Multi-Functional device

Support

- Dedicated 24 hour support staff for application support
- Ability to support and customize features and modules of Application

Patron Printing/Scanning

Contractor must provide managed services to assist with the collection, monitoring and account management of coin operated machines for Patron Printing/Scanning. All MFDs must have the capability to be utilized as a pay for print station as an option. The County will identify which MFDs need to be equipped with the necessary hardware.

The Service Provider will be responsible for the collection and accounting of monies collected via coin operated machines. The Service Provider will be responsible for all accounting including accurate crediting to transfer revenue generated to County. This accounting must be submitted as a part of the monthly invoice and clearly indicated.

Minimum requirements include:

- Units must be compatible and able to integrate with the County's pay for print application
- Contractor will be required to collect monies per site on a weekly basis
- Units must be coin operated with the option to complete debit/credit transactions
- Contractor will be responsible for account management.
- Pay for printing units are mainly used in the County's Public Libraries. The proposed solution must be compatible with the Libraries current software SAMS 9.0 from Comprise Technologies
 - The County may change the Patron Printing Software which will require the MFDs to integrate with the new solution. This service and fleet will be managed by the Service Provider and all costs must be applied only to the monthly lease cost of the MFDs equipped with this optional feature.
 - Coin-Op Boxes compatible with SAM 9.0
 - ITC

- Jamex
- ACDI
- TBS

Remote Printing Solution

Contractor must provide a solution which allows the County to manage centrally all network printing to MFDs.

Minimum requirements include the ability to complete the following:

- Service provide must provide a clientless solution which allows users located at Fulton County remote sites the ability to print without delay through a print path (i.e. XPS)
- The solution should provide the ability for spool size reduction (i.e. Font sub-setting, Advanced Graphics Support, Identification of common resources, ZIP compression.
- The solution must allow the ability to monitor, control and provide reporting for all copies, prints, fax and scans
- The solution must provide internal load balancing for job queues WITHIN the application
- The solution must be able to write logs to a NAS or destination NOT residing on the server
- All tasks should have measurable outcomes/ results.

Electronic Fax

Contractor must provide an electronic fax solution to include hardware, software, licensing, and support under a lease agreement. Solution must support traffic for 6000 employees and 420 plus multi-functional devices. The application must be compatible with the County's technical specification listed in the RFP:

Minimum requirements include:

- Primary and Backup Fax Server System with minimum 24 simultaneous transmissions each
- Desktop faxing capability with Email Integration
- Multi-function Device Integration
- System Monitoring and Updates
- Ability to expand/upgrade/scale capacity as needed
- 24x7 Technical Support
- 98% Uptime Availability
- Ability to convert inbound fax documents to Text Searchable PDF files for SPAM filtering

Document Management

Contractor must provide a Document Management solution to include hardware, software, licensing and support under a lease agreement.

Minimum Requirements include:

- Ability to scan and store documents with Meta data for retrieval and archiving purposes.
- Ability to configure unique settings and permissions per department or Workgroup
- Must use widely accepted database standards for portability

Scanning Solution

Contractor must provide a managed solution for document scanning at the MFD level. The application must be compatible with the County's technical specification listed in the RFP:

Minimum requirements include:

- Integration with Active Directory
- Technical Support
- 98% Uptime Availability
- Multi-function Device Integration
- System Monitoring and Updates
- Ability to expand/upgrade/scale capacity as needed
- Able to scan to multiple file formats including but not limited to Searchable: PDF, MS Word, TIFF, etc.
- Must support scan to file, scan to network, scan to email, and scan to digital document management system as installed.

D. Project Management Requirements

The project shall follow the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK)

The County's designated Project Manager will direct and manage the project on a day-to-day basis and will have the primary responsibility for management of the project as a representative of the Contractor. The Contractor's project manager and lead consultants will report to the County's Project Manager.

During the planning phase, Contractor shall be responsible for the project management related tasks/information specified below.

Contractor Primary Responsibilities:

- a. Provide a Quality Management Plan to include the methodology for maintaining quality of the code and workmanship, and related subcontractor(s) activities where appropriate.
- b. Coordinate and provide project plans for all services to include value add/managed services
- c. Management Sub-Contracts and be responsible for execution of services to include meeting County Deadlines and milestones

- d. Provide and coordination definition of done for all tasks associated with implementation

Contractor Secondary Responsibilities:

1. Assist in the development of detailed schedule with fixed deadlines to include:
 - a. A work breakdown structure;
 - b. Schedule including tasks, activities, activity duration, sequencing and dependencies;
 - c. Completion date of each task;
 - d. Milestones; including entrance and exit criteria for specific milestones
2. Assist in the development of the Human Resources Plan to include:
 - a. Staff assigned and their location and schedule;
 - b. The project resources required;
 - c. Resource allocation percentage by role
 - d. Contractor's resources
 - e. County resources.
3. Assist in the development of a Communication Plan including: a plan for generation, documentation, storage, transmission and disposal of project information.
4. Assist in and review of the Risk Management Plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.
5. Assist in the development of the Training Plan.
6. Assist in the development of the Implementation Plan.
7. Assist in the development of the Transition Plan. This plan shall describe the steps necessary to turn the final deliverables over to the County. The plan shall contain sufficient information to assure that all necessary steps are identified and that each step has sufficient resources assigned.
8. Assist in the development of the Project Closeout Report to include participation in the lessons learned exercise.

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

The County has identified the following deliverables which are significant work products or milestones in the project. The County requires these deliverables to be addressed in the Contract Schedule, as a minimum. These deliverables will be identified within the Scope of Work to be included in the Contract.

The Contractor shall be responsible for developing a schedule for accomplishing the Scope of Work, including these specific deliverables.

Deliverable Category	Deliverable Name
Comprehensive Solution	Equipment necessary to capture and duplicate documents, utilities, and support to perform advanced document management activities
Creation of a Working Document	Document that is inclusive of a timeline that forecast deployment and installation of new replacement MFDs, on-going repair and maintenance, account management and invoicing, training, utilization analysis and cost reduction recommendations
Proposed Units	Units must be fully equipped, as delivered and must function as a copier, network printer, fax machine, and scanner
Managed Services	Relating to the use of devices including Patron pay for printing services as an option for specific MFDs (e.g. Public Library) Patron pay for scanning services as an option for specific MFDs (e.g. Public Library) Electronic faxing including all account administration and configuration Secure controlled network printing and scanning All hardware, software and professional services necessary to operate each MFD including the aforementioned managed services must be included within the total monthly cost of each MFD.
Multi-functional Devices	Proposer shall furnish, deliver, install, maintain, operate, and remove (at term of lease) at its own cost and expense such multi-functional imaging devices as may be mutually agreed upon by the Proposer and the County.
County Billing	The County will be billed as follows: monthly lease cost per device – this will be fully loaded cost including all costs to support and maintain

	each unit; and per page charge (PPC) or “click” charge per copy of print.
Services	Services to be provided: personnel, delivery service, and repair labor and parts necessary to keep all digital multifunctional devices in top quality operating condition and an adequate supply of supply items at all times.
Designated Areas	MFDs will be placed only in areas designated by the Department of Information Technology (IT)
Configuration	All MFDs must be pre-configured to provide network connectivity capability. The network connectivity is required to enable remote management and per page/click accounting services.
Consumable Supplies	All consumable supplies, including, but not limited to, repair parts, toner, staples for use in devices (with the exception of paper) shall be included in the resulting monthly lease cost per device.
Availability of Consumable Supplies	In order to ensure the ready availability of consumable supplies, the Service Provider will be required to establish and maintain a full stock of all such supplies as described for the various locations covered by this contract. County space for this stock or office use will not be provided.
Transition Plan	A transition plan/schedule shall be established and submitted with proposals. The awarded Proposer will work with the County on any adjustments made to the schedule prior to a set transition date.
Implementation of Managed Services Plan	Services shall be included during the cutover phase which will be agreed upon between the County and the awarded Proposer. This plan is to be submitted with Proposer’s submittals.
Monthly Invoices	Invoices shall include monthly lease information for all MFDs and PPC for each device and attached to a User Department and County Funding Line. Accurate and detailed invoicing is

	mission critical to this lease contract.
Maintenance and Utilization Reports	Monthly reports detailing maintenance and use statistics for each MFD, including service incidents, copy, print, fax and scan quantities shall be submitted.
Project Close-Out Deliverables	Project Close-Out Deliverables



FULTON COUNTY IMPLEMENTATION TIMELINE



Proposed Implementation Timeline	Task - (Duration of Timeline = 30 Business Days or less)	Date
Contract Award	Obtain signed contract	Day 1
Kick-off Meeting	Conduct project plan review with Fulton County and modify if needed	
	Identify key team members (Facilities, Operations, IT, Security, etc.)	
	Deliver technical specifications on local print server for PaperCut	
	Determine special delivery requirements	
	Review Fulton County calendar & upcoming activities	
Network	Schedule PaperCut Software Update - 2+ hour process	
	Have test Sharp BP series machines onsite for PaperCut testing	
	Discuss IP scheme for new fleet vs current fleet	
	Schedule GoldFax Software Update	
	Test fax features on New Sharp BP machines	
Implement On-Site Operational Processes	Deliver and Install by building and areas of the county - pick up old and install new	
	Update SOS Sharp posters	
	Onsite Training - will be minor - same screens as current Sharp machines	
Close of Implementation Project Plan	Close of implementation project plan	Day 60

Key Contacts for Implementation Project - SOS

Project Manager - Ben Bramlett	bbramlett@soscanhelp.com ; 404-580-0841
Software/Network Coordinator - Martin Kieth	mkeith@soscanhelp.com ; 678-849-6377
Training Coordinator - Pauline Johnson	pjohnson@soscanhelp.com ; 404-849-2402

Key Contacts for Implementation Project - Fulton County



TASK
FCG Implementation Project Plan
Contract Award
Obtain signed contract
Determine best dates to meet with Client for Kick-off Meeting
Notify Strategy Team of signed contract and distribute internally
Conduct Client Kick-off Meeting
Conduct project plan review with client & modify per client input
Identify Key Team Members (Facilities, Operations, IT, Security..et al)
Define/Validate key client contacts and roles
Review Contract Documents (SOW, SLA's, Terms)
Deliver technical and space requirements to customer
Agree on timeline for space modifications (if required)
Confirm Access Keys for on-site team
Determine special delivery requirements -- weekends, evenings, zone runs, black out dates, etc... and associated
Confirm Parking Passes for on-site team
Identify Any Additional Resources Required
Validate critical success factors
Conduct Risk Analyst with Client (technical/operational/financial)
Agree on Escalation Plan
Review Client Calendar & Upcoming Activities
Obtain List of Key Departments and Super User Groups
Draft Transition plan (from incumbent)
Agree on Transition plan
Agree on Implementation Team Meeting Cadence
Obtain Client Approval on Project Plan
Due Diligence
PaperCut Server Update and Testing with new Sharp machiens
GoldFax Software Update and Testing
Validate which sites/locations will be connected
Identify IT contacts for all locations
Get list of IP addresses (or ranges)
Validate driver implementation
Test applications
Validate if administrator training is required
Schedule administrator training
Deliver administrator training
Validate Facility's Current state & Future Requirements
Electrical
Telephone/ Network
Equipment Configuration
Complete site modifications(Space, electical, network)
Communications Transition Plan
Document Communications Transition Plan for end users
Review Plan with On-site Team
Review Plan with Client
Confirm Personnel

Equipment Delivery and Full Installation County Wide
Order Equipment
Review Installation Documents
Define dock availability
Any special delivery requirements?
Any special security or bldg requirements?
Order Equipment according to Install Plan
Schedule equipment for delivery
Equipment Orientation & Training
Validate Expiration & Maintenance Agreements Dates on Client Owned Software (if any)
TRAINING
Identify process owner for training for each site
Determine customer's training requirements
Develop Training Plan
Provide proposed curriculum to customer
Gain Customer approval on training plan
Schedule walk up group training for each location based on delivery schedule
Deliver training
Implement On-Site Operational Processes
Review Contract Scope
Review Contract Scope with On-site Team
Review Billing Requirements
Validate Understanding of Client's goals, initiatives & targets
Develop Staffing Backup Plans (Floater)
Review Critical Processes
Review Site Protocol & Procedures
Opening & Closing, Answering Phones, Messages, Emails, Passwords, etc
Review Problem Resolution Process
Implementation Administration Process
Develop Emergency Preparedness Plan
Establish Security & Confidential Processes
Implement Security & Safety Processes
Billing
Define Customer Billing requirements
Prepare example Billing Package
Turn over to Day-to-Day Operations
Close Project

DURATION (Days)	START	END	RESOURCE
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EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Contractor as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$724,581.72 (Seven Hundred Twenty-Four Thousand, Five Hundred Eight-One Dollars and Seventy-Two Cents). The detailed costs are provided on following page(s).

Cost Proposal Form

GROUP I – Cost of Equipment

ITEM NO.	ITEM DESCRIPTION	Model Proposed	ESTIMATED QUANTITY	MONTHLY LEASED UNIT PRICE (\$)	EXTENSION COST (\$)
1.	Mini - 26ppm color/ 26 ppm B/W	Sharp BP 50C26	26	\$47.72	\$1,240.72
2.	Small - 35 ppm color/ 35 ppm B/W	Sharp BP 70C36	84	\$73.21	\$6,149.64
3.	Medium - 40 ppm color/ 40 ppm B/W	Sharp BP 70C45	226	\$77.96	\$17,618.96
4.	Medium - 50 ppm color/ 50 ppm B/W	Sharp BP 70C55	117	\$83.66	\$9,788.22
5.	Large - 60 ppm color/ 60 ppm B/W	Sharp BP 70C65	33	\$97.05	\$3,202.65
6.	Extra Large - 75 ppm color/ 75 ppm B/W	Sharp MX 7081	31	\$111.31	\$3,450.61
7.	Desktop MFD - 30 ppm color/ 30 ppm B/W	Sharp MXC304WH	24	\$23.17	\$556.08
TOTAL COST GROUP I (lines 1-7)					\$42,006.88

GROUP II –Cost of Clicks (Black/White and Color)

ITEM NO.	ITEM DESCRIPTION	MONTHLY ESTIMATED CLICKS	COST PER CLICK	EXTENSION COST (\$)
1.	Price Per B/W Click	1,444,603	0.0039	\$5,633.95
2.	Price Per Color Click	326,692	0.039	\$12,740.98
TOTAL COST GROUP II (lines 1-2)				\$18,374.93

GROUP III - One-Time Fees

ITEM NO.	ITEM DESCRIPTION	Costs
1.	Software License Fees	All software Fees are included in above pricing for term of agreement
2.	Implementation Fees	Included at no additional charge
3.	Training Fees	Included at no additional charge
4.	Professional Services Fees	Included at no additional charge
TOTAL COST GROUP V (lines 1-4)		0

Initial Year One Costs

Include all fees for license, use, access, etc.	\$724,581.72
---	--------------

On-going annual costs

Include all fees for maintenance, support, use, access, etc.	No additional cost
--	--------------------

TOTAL COST OF OWNERSHIP (Year 1-5)

CONTRACT YEAR		TOTAL COSTS BY YEAR (12 Months)
YEAR 1		\$724,581.72
YEAR 2*		\$724,581.72
YEAR 3*		\$724,581.72
YEAR 4*		\$724,581.72
YEAR 5*		\$724,581.72
TOTAL COST OF OWNERSHIP (Year 1-5)		\$3,622,908.60

NOTE: Total cost shall be inclusive of all projected expenses, including but not limited to transportation, meals, lodging, long distance calls, photocopying services, etc.
(If additional space is required, include a separate sheet marked as price proposal page 2, etc.)



PaperCut Software – Cloud Services

- 2 Papercut Servers (4vCPU/8GB Ram/100GB Disk each)
 - Both have SQL server standard Edition 2 Core
 - Maintenance and support on servers for term of agreement
- 1 Print Server (4vCPU/64GB Ram/2100GB Disk)
 - Maintenance and support on server for term of agreement
- Papercut Software loaded on 2 Papercut servers
 - Maintenance and support for term of agreement
- Cisco ASA Firewall
- Sophos managed detection and response antivirus
- SOS will have full administrative rights to 3 servers and all software loaded in the cloud.
- Connection to Fulton County Network will use a (1) VPN

Monthly Cost

\$8,375 per month

eGoldFax – Cloud Services

- porting 2,140 DID lines
- 10,000 ingoing/outgoing pages of fax transmission
- Universal access from any Sharp copier and desktop computer
- End to end transmissions encryption
- Free archiving for 10 years

Monthly Cost

\$2,415 per month

Total Monthly Cost

\$10,790 per month

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with [insert name of prime contractor] STANDARD OFFICE SYSTEMS on behalf of Fulton County Government has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

22184
EEV/Basic Pilot Program* User Identification Number

STANDARD OFFICE SYSTEMS BERNIE Schom VICE PRESIDENT
BY: Authorized Officer of Agent (Insert Contractor Name)

VICE PRESIDENT SALES
Title of Authorized Officer or Agent of Contractor

BERNIE Schom
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 28th day of Sept., 2023

Notary Public: Debbie Cook

County: Gwinnett

Commission Expires: 02/17/2024



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with [insert name of prime contractor] Standard Office Systems behalf of Fulton County Government has registered with and is participating in a federal work authorization program⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

150769
EEV/Basic Pilot Program* User Identification Number

Metro Records Management Inc
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

President
Title of Authorized Officer or Agent of Subcontractor

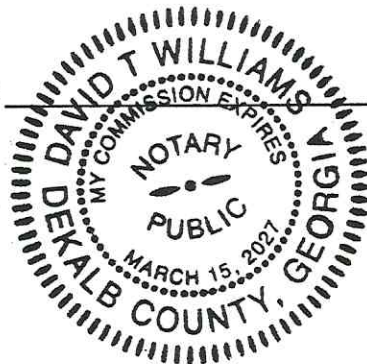
Rachae I P. Humphrey
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This 28th day of September, 2023

[Signature] (Notary Public) [Signature] (Seal)

Commission Expires: _____ (Date)



³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

SEE ATTACHED SECTION 1 - EXECUTIVE SUMMARY.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

SELL, SERVICE AND MAINTAIN ALL MULTI-FUNCTION DEVICES AT FULTON COUNTY AND ALL OF THE ATLANTA MARKET PLACE.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

~~NO EMPLOYEE OR REPRESENTATIVE HAS~~
STANDARD OFFICE SYSTEMS IN THE CURRENT VENDOR FOR THE MULTI-FUNCTION DEVICES AND SERVICES FOR THE LAST 4 1/2 YEARS. STANDARD OFFICE SYSTEM WAS AWARDED THE LAST RFP.

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: STANDARD OFFICE SYSTEMS

Performing work as: Prime Contractor ☒ Subcontractor/Sub-Consultant ☐

Professional License Type: GWYNNETT COUNTY LICENSING AND REVENUE

Professional License Number: 2023015588

Expiration Date of License: MARCH 31, 2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: B. J.

Date: SEPTEMBER 28, 2023

(ATTACH COPY OF LICENSE)



Only valid at this location and when location conforms to Gwinnett County Ordinance

Gwinnett County Licensing and Revenue
446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046



DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	March 27, 2023	Certificate Number:	2023015588
Expires:	March 31, 2024	Fee:	\$20,100.00
Business Name:	STANDARD OFFICE SYS OF ATL INC		
Description:	Other Computer Related Services		

2023
Not Transferable

Business Location
2475 MEADOWBROOK PKWY
DULUTH GA 30096-2366

MAIL TO:
STANDARD OFFICE SYS OF ATL INC
C/O STANDARD OFFICE SYS OF ATL INC
2475 MEADOWBROOK PKWY
DULUTH GA 30096-2366

**STATE OF GEORGIA
COUNTY OF FULTON**

N/A

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

N/A

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public) (Seal)

Commission Expires: _____
(Date)

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (BERNIE Schom,
Name

VICE PRESIDENT SALES STANDARD OFFICE SYSTEMS
Title Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
2. That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
3. That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
4. That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
5. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
6. That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: BERNIE Schom TITLE: VICE PRESIDENT SALES

SIGNATURE: Bern Schom

ADDRESS: 2475 MEADOWBROOK PKWY

DULUTH, GA 30096

PHONE NUMBER: 770.449.9100 EMAIL: bschome@soscanhelp.com

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name STANDARD OFFICE SYSTEMS

ITB/RFP Name & Number: #23 RFP 139160 B-EC FULTON COUNTY MULTI-FUNCTIONAL DEVICES + SERVICES

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is ☒ NOT, is ☐ a minority or female owned and controlled business enterprise. ☐African American (AABE); ☐Asian American (ABE); ☐Hispanic American (HBE); ☐Native American (NABE); ☐White Female American (WFBE); ☐Small Business (SBE); ☐Service Disable Veteran (SDVBE) ☐Disadvantage Business (DBE) **If yes, Prime must submit a copy of recent certification.

☐ Male or ☐ Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

1. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

2. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) \$28,000 P/month
\$336,000 P/year

Total Percentage of Certified Subcontractors: (%) 39.99%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: B. Schom **Title:** VICE PRESIDENT SALES

Business or Corporate Name: STANDARD OFFICE SYSTEMS

Address: 2475 MEADOWBROOK PKWY.
DOLUTH, GA 30096

Telephone: (770) 449-9100

Fax Number: (770) 449-0828

Email Address: bschom@standardhelp.com

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICE(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, DBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

[illegible]

EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM

[illegible]

Project # & Title: RFP# 23RFP139160B-EC
FULTON COUNTY MULTI-FUNCTIONAL DEVICES
AND SERVICES FOR DEPARTMENT OF
INFORMATION TECHNOLOGY

Date: 09/28/2023

Company Name: STANDARD OFFICE SYSTEMS

Printed Signature: Rich PERVIE SCHMIDT

Printed Signature: _____

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS



INSURANCE AND RISK MANAGEMENT PROVISIONS

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence
Products/Completed Operations) General	\$1,000,000 (Other than Aggregate Limits
	\$2,000,000

Bodily Injury & Property Damage	Each Occurrence \$1,000,000
---------------------------------	-----------------------------

4. UMBRELLA LIABILITY per Occurrence/Aggregate \$1,000,000/\$1,000,000

Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification.

Insurance appropriate to the Contractor's profession with limits of liability of not less than

\$2,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its' Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance
Department 130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates must list Project Name (where applicable).

IMPORTANT:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a

Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Standard Office Systems

SIGNATURE: 164EB92F82234B5

NAME: BERNIE SCHOM

TITLE: Vice President Sales

DATE: 02/09/2024

APPENDIX 1

INFORMATION TECHNOLOGY GLOSSARY OF TERMS AND DEFINITIONS

APPENDIX 1: INFORMATION TECHNOLOGY GLOSSARY OF TERMS AND DEFINITIONS

A

Access point: A device that allows wireless-equipped computers and other devices to communicate with a wired network.

Alias: A short, easy to remember name created for use in place of a longer, more complicated name; commonly used in e-mail applications. Also referred to as a “nickname”.

Authentication: The process of identifying yourself and the verification that you’re who you say you are. Computers where restricted information is stored may require you to enter your username and password to gain access.

B

Bandwidth: A measurement of the amount of data that can be transmitted over a network at any given time. The higher the network’s bandwidth, the greater the volume of data that can be transmitted. Network bandwidth is usually expressed in bits per second (bps); modern networks typically have speeds measured in the millions of bits per second (megabits per second, or Mbps) or billions of bits per second (gigabits per second, or Gbps).

Business Continuity: Activity performed by an organization to ensure that critical business functions will be available to customers, suppliers, regulators, and other entities that must have access to those functions. These activities include many daily chores such as project management, system backups, change control, and help desk. [Business Continuity](#) is not something implemented at the time of a disaster; Business Continuity refers to those activities performed daily to maintain service, consistency, and recoverability.

BYOD: Bring Your Own Device or “BYOD” is a business and technology policy that allows employees to bring in personal mobile devices and use these devices to access company data, email, etc.

C

Cache: A set of files saved on your hard disk that help your browser display pages you have already visited more quickly. It displays the files from your hard disk instead of the web.

Cloud: A common shorthand for a provided [cloud computing services](#) (or even an aggregation of all existing cloud services) is “The Cloud”. The cloud, simply, refers to software and services that run on the Internet instead of your computer. Apple

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iCloud, Dropbox, Netflix, Amazon Cloud Drive, Flickr, Google Drive, Microsoft Office 365, Yahoo Mail — those are all cloud services.

Content Management: Content management is a collection of tools, software and processes that allow you to collect, manage and publish information on any medium. Content management also ensures that whatever content you have is indexable or searchable, making it easy for users to find that information. It also encompasses deletion of content.

Cookie: A small piece of information you may be asked to accept when connecting to certain servers via a web browser. It is used throughout your session as a means of identifying you. A cookie is specific to, and sent only to the server that generated it.

CPU: Central processing unit; the part of a computer that oversees all operations and calculations.

Cross-Platform: Cross-platform (a.k.a. agnostic, agnostic application and agnostic platform) refers to something that is interoperable among different operating systems, systems and platforms. Cross-platform, however, is more focused on software that can run on any operating system and on any processor architecture.

Crowdsourcing: Crowdsourcing means the outsourcing of your tasks to, well, a crowd of people. That is, you will have a loosely defined group, which will do the work for you. Crowdsourcing takes away the task that you have to do in-house or by using an employee and letting a bigger group of people do it. In IT, crowdsourcing usually involves the general public.

CSP: Cloud Service Provider; a business model for providing cloud services.

CSS: Cascading Style Sheet; A set of rules that define how web pages are displayed using CSS, designers can create rules that define how page.

Customer Relationship Management: Customer relationship management refers to a set of processes, tools, technologies and software that help businesses manage their relationships with their customers. For instance, a customer relationship management software would be able to give businesses enough details about their customers from the level of communication that has been done by each customer and when. This allows businesses to personalize and customize their contacts with the customer to gain more sales.

D

Database: A collection of information organized so that a computer application can quickly access selected information; it can be thought of as an electronic filing system. Traditional databases are organized by fields, records (a complete set of fields), and files (a collection of records). Alternatively, in a Hypertext database, any object (e.g., text, a picture, or a film) can be linked to any other object.

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Data center: Facility used to house computer systems and associated components, such as telecommunications and storage systems. Generally includes redundant or backup power supplies, redundant data communications connections, environmental controls (e.g., air conditioning, fire suppression) and security devices.

Desktop: On computers like IBM PC or compatibles and Macintoshes, the backdrop where windows and icons for disks and applications reside.

Devices: Input devices include things like microphones, keyboards, mouse, touchpads, wheels, joysticks, etc. Output devices include printers, monitors, projectors and speakers.

DHCP: Dynamic Host Configuration Protocol; a protocol that lets a server on a local network assign temporary IP addresses to a computer or other network devices.

Dialog box: Sometimes referred to as a window; on a graphical user interface system, an enclosed area displayed by a program or process to prompt a user for entry of information in one or more boxes (fields).

Disaster recovery: Disaster recovery is the process, policies and procedures related to preparing for recovery or continuation of technology infrastructure critical to an organization after a natural or human-induced disaster. Disaster recovery is a subset of business continuity. While business continuity involves planning for keeping all aspects of a business functioning in the midst of disruptive events, disaster recovery focuses on the IT or technology systems that support business functions.

Disruptive Technology: New technology that surprisingly displaces an already established one.

DNS: The domain name system is how computers convert human-readable domain names and hostnames to numerical IP addresses. When you type howtogeek.com into your web browser's address bar, your computer contacts its DNS server and the DNS server replies with the numerical IP address of How-To Geek's server, which is what your computer connects to.

DHCP: The dynamic host configuration protocol allows computers to automatically request and be assigned IP addresses and other network settings. For example, when you connect your laptop or smartphone to your Wi-Fi network, your device asks the router for an IP address using DHCP and the router assigns an IP address. This simplifies things — you don't have to set up static IP addresses manually.

Domain Name: Domain names are the base part of website names like howtogeek.com or google.com. Note that domain names are just another type of hostname.

Domain: Part of an Internet address. The network hierarchy consists of domains and subdomains. At the top are a number of major categories (e.g., com, edu, gov); next are domains within these categories (e.g., ohio-state); and then there are subdomains. The computer name is at the lowest level of the hierarchy.

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Download: The process of transferring one or more files from a remote computer to your local computer. The opposite action is upload.

E

EHR/EMR/PHR (Electronic Health Record/Electronic Health Record/Personal Health Record) these three are together because people often use them interchangeably. EMR stands for Electronic Medical Record, EHR stands for Electronic Health Record and PHR stands for Personal Health Record.

Encryption: The manipulation of data to prevent accurate interpretation by all but those for whom the data is intended.

Ethernet: Ethernet is the standard wired network technology in use almost everywhere today. If your computer is connected to a network via a cable, it's likely using an Ethernet cable. That cable plugs into an Ethernet port on your computer.

Ethernet card: An adapter card that fits into a computer and connects to Ethernet cabling; different types of adaptor cards fit specific computers.

F

Female connector: A cable connector that has holes and plugs into a port or interface to connect one device to another.

Filter: Refers to: 1) a program that has the function of translating data into a different format (e.g., a program used to import or export data or a particular file); 2) a pattern that prevents non-matching data from passing through (e.g., email filters); and 3) in paint programs and image editors, a special effect that can be applied to a bit map.

Firewall: A firewall is a piece of software or hardware that blocks certain types of traffic. For example, a firewall could block incoming traffic on a certain port or block all incoming traffic except traffic coming from a specific IP address.

Flash drive: A small device that plugs into computer's USB port and functions as a portable hard drive.

FTP: File Transfer Protocol; a method of exchanging files between computers via the Internet. A program like WS FTP for IBM PC or compatibles or Fetch for Macintosh is required. Files can contain documents or programs and can be ASCII text or binary data.

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G

Gateway: A gateway is a device that routes traffic between networks. For example, at home, your router is your gateway. It provides a “gateway” between your LAN and WAN.

Gigabyte (Gig or GB): 1024 x 1024 x 1024 (2 to the 30th power) bytes; it’s usually sufficient to think of a gigabyte as approximately one billion bytes or 1000 megabytes.

H

Help desk: A help desk is an information and assistance resource that troubleshoots problems with computers or similar products.

Hostnames: A hostname is a human-readable label that points to a device connected to a network. For example, on your home network, your Windows computer’s hostname may be WINDOWSPC. Your other devices can connect to WINDOWSPC and will be pointed at that computer’s local IP address.

HTML: HyperText Markup Language; a language used for creating web pages. Various instructions and sets of tags are used to define how the document will look.

HTTP: The hypertext transfer protocol is the standard protocol modern web browsers and the web itself uses. FTP and BitTorrent are examples of alternative protocols.

I

IaaS: Infrastructure as a Service; In the most basic cloud-service model, providers of IaaS offer computers – physical or (more often) virtual machines – and other resources.

IP Address: An Internet Protocol address, or IP address, is a numerical address that corresponds to your computer on a network. When a computer wants to connect to another computer, it connects to that computer’s IP address.

ISP: Your Internet service provider is the company that provides you with your Internet connection. For example, your ISP may be Comcast, Time Warner, or whatever other company you’re paying each month.

ITIL®: The Information Technology Infrastructure Library (ITIL®) sets forth the best practices and standards for providing IT services.

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L

LAN: A local area network is a small network that’s confined to a local area. For example, your home network or an office network is a LAN. Connects a group of computers for the purpose of sharing resources such as programs, documents, or printers. Shared files often are stored on a central file server.

Localhost: The hostname “localhost” always corresponds to the device you’re using. This uses the loopback network interface — a network interface implemented in software — to connect directly to your own PC.

M

MAC: Media Access Control; The hardware address of a device connected to a shared network.

MAC Address: Each network interface has a media access control address, or MAC address — also known as a physical address. This is a unique identifier designed to identify different computers on a network. MAC addresses are usually assigned when a manufacturer creates a network device.

Mail server: A networked computer dedicated to supporting electronic mail. You use a client program like Microsoft Outlook for retrieving new mail from the server and for composing and sending messages.

Male connector: A cable connector that has pins and plugs into a port or interface to connect one device to another.

MDM: Mobile Device Management; Any routine or tool intended to distribute applications, data, and configuration settings to mobile communications devices. The intent of MDM is to optimize the functionality and security of a mobile communications network. MDM must be part of a coherent BYOD strategy.

Megabyte (Meg or MB): 1,024 x 1,024 (2 to the 20th power) bytes; it's usually sufficient to think of a megabytes as one million bytes.

Microsoft Exchange: Microsoft Exchange Server is the server side of a client-server, collaborative application product developed by Microsoft. It is part of the Microsoft Servers line of server products and is used by enterprises using Microsoft infrastructure products. Exchange's major features consist of electronic mail, calendaring, contacts and tasks; support for mobile and web-based access to information; and support for data storage

Microsoft Windows: A group of operating systems for PC or compatible computers; Windows provides a graphical user interface so you can point and click to indicate what you want to do.

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MIME: Multipurpose Internet Mail Extensions; a protocol that enables you to include various types of files (text, audio, video, images, etc.) as an attachment to an e-mail message.

Monitor: The part of a computer that contains the screen where messages to and from the central processing unit (CPU) are displayed. Monitors come in a variety of sizes and resolutions. The higher the number of pixels a screen is capable of displaying, the better the resolution. Sometimes may be referred to as a CRT.

MSP: Managed Service Provider; A business model for providing information technology services.

N

Nameserver: A computer that runs a program for converting Internet domain names into the corresponding IP addresses and vice versa.

NAT: Network Address Translation; a standard that enables a LAN to use a set of IP addresses for internal traffic and a single IP address for communications with the Internet.

Network: A group of interconnected computers capable of exchanging information. A network can be as few as several personal computers on a LAN or as large as the Internet, a worldwide network of computers.

Network adapter: A device that connects your computer to a network; also called an adapter card or network interface card.

Network hub: A common connection point for devices on a network.

Network Interface / Network Adapter: Your computer's wired Ethernet connection and Wi-Fi connection are basically both network interfaces. If your laptop was connected to both a wired connection and a Wi-Fi network, each network interface would have its own IP address. Each is a different connection.

NNTP: Network News Transport Protocol; the protocol used for posting, distributing, and retrieving network news messages.

O

On-site: At-place-of-work-or-business support, typically provided by a technically qualified individual.

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P

Patch: Piece of software designed to update a computer program or its supporting data, to fix or improve it. This includes fixing security vulnerabilities and other bugs, and improving the usability or performance.

PC: Usually refers to an IBM PC or compatible, or when used generically, to a “personal computer”. In a different context, PC also is an abbreviation for “politically correct.”

Port: When an application wants to send or receive traffic, it has to use a numbered port between 1 to 65535. This is how you can have multiple applications on a computer using the network and each application knows which traffic is for it.

Protocol – TCP, UDP, ICMP, etc.: Protocols are different ways of communicating over the Internet. TCP and UDP are the most common protocols. The ICMP protocol is also used, but primarily so network devices can check each other’s status. Different protocols are ideal for different types of communication.

R

RAM: Random Access Memory provides space for your computer to read and write data so that the CPU can find it quickly and easily. When people refer to memory upgrades they are usually talking about RAM.

Remote desktop: A Windows feature that allows you to have access to a Windows session from another computer in a different location

Remote login: An interactive connection from your desktop computer over a network or telephone lines to a computer in another location (remote site).

Router: A device used for connecting two Local Area Networks (LANs); a device that passes traffic back and forth. You likely have a home router. It’s that router’s job to pass outgoing traffic from your local devices to the Internet, and to pass incoming traffic from the Internet to your devices.

S

SAN: A storage area network (SAN) is a dedicated storage network that provides access to consolidated, block level storage. SANs primarily are used to make storage devices (such as disk arrays, tape libraries, and optical jukeboxes) accessible to servers so that the devices appear as locally attached to the operating system. A SAN typically has its own network of storage devices that are generally not accessible through the regular network by regular devices.

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Serial port: An interface on a computer that supports transmission of a single bit at a time; can be used for connecting almost any type of external device including a mouse, a modem, or a printer.

Server: A computer that is responsible for responding to requests made by a client program (e.g., a web browser or an e-mail program) or computer. Also referred to as a “file server”.

SID: Service Set Identifier; a name that identifies a wireless network.

SMTP: Simple Mail Transfer Protocol is an Internet standard for e-mail transmission.

SSL: Small data files that digitally bind a cryptographic key to an organization’s details. When installed on a web server, it activates the padlock and the https protocol (over port 443) and allows secure connections from a web server to a browser. Typically, SSL is used to secure credit card transactions, data transfer and logins, and more recently is becoming the norm when securing browsing of social media sites. SSL Certificates bind together:

A domain name, server name or hostname.

An organizational identity (i.e. company name) and location.

An organization needs to install the SSL Certificate onto its web server to initiate secure sessions with browsers. Depending on the type of SSL Certificate applied for, the organization will need to go through differing levels of vetting. Once installed, it is possible to connect to the website over <https://www.domain.com>, as this tells the server to establish a secure connection with the browser. Once a secure connection is established, all web traffic between the web server and the web browser will be secure. To view the details of an SSL Certificate, go to a secure site, click on the padlock and select "View Certificate". All browsers are slightly different, but the Certificate always contains the same information.

SMB: The Server Message Block Protocol (SMB protocol) provides a method for client applications in a computer to read and write to files on and to request services from server programs in a computer network.

SMTP: Simple Mail Transfer Protocol; a method of handling outgoing electronic mail.

Software: Any program that performs a specific function. Examples: word processing, spreadsheet calculations, or electronic mail.

Spam: Email spam, also known as junk email or unsolicited bulk email (UBE), is a subset of spam that involves nearly identical messages sent to numerous recipients by email. Definitions of spam usually include the aspects that email is unsolicited and sent in bulk. Spammers collect email addresses from chatrooms, websites, customer lists, newsgroups, and viruses which harvest users' address books, and are sold to other spammers.

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Switch: A switch serves as a controller, enabling networked devices to talk to each other efficiently. Through information sharing and resource allocation, switches save businesses money and increase employee productivity.

What is a Network Switch: Unmanaged Switches: An unmanaged switch works right out of the box. It's not designed to be configured, so you don't have to worry about installing or setting it up correctly. Unmanaged switches have less network capacity than managed switches. You'll usually find unmanaged switches in home networking equipment.

What is a Network Switch: Managed Switches: A managed network switch is configurable, offering greater flexibility and capacity than an unmanaged switch. You can monitor and adjust a managed switch locally or remotely, to give you greater network control.

T

TCP/IP: Transmission Control Protocol/Internet Protocol; an agreed upon set of rules that tells computers how to exchange information over the Internet. Other Internet protocols like FTP, Gopher, and HTTP sit on top of TCP/IP.

Two-factor authentication: An extra level of security achieved using a security token device; users have a personal identification number (PIN) that identifies them as the owner of a particular token. The token displays a number which is entered following the PIN number to uniquely identify the owner to a particular network service. The identification number for each user is changed frequently, usually every few minutes.

U

USB: Universal Serial Bus; a connector on the back of almost any new computer that allows you to quickly and easily attach external devices such as mice, joysticks or flight yokes, printers, scanners, modems, speakers, digital cameras or webcams,

or external storage devices.

Username: A name used in conjunction with a password to gain access to a computer system or a network service.

URL: A uniform resource locator, or URL, is also known as a web address. The current URL is displayed in your web browser's address bar.

USB port: An interface used for connecting a Universal Serial Bus (USB) device to computer; these ports support plug and play.

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V

Virtualization: Virtualization is the creation of a virtual (rather than actual) version of something, such as a hardware platform, operating system, a storage device or network resources. In hardware virtualization, the term host machine refers to the actual machine on which the virtualization takes place; the term guest machine, however, refers to the virtual machine.

Virus: A program intended to alter data on a computer in an invisible fashion, usually for mischievous or destructive purposes. Viruses are often transferred across the Internet as well as by infected diskettes and can affect almost every type of computer. Special antivirus programs are used to detect and eliminate them.

VoIP: Voice over Internet Protocol; a means of using the Internet as the transmission medium for phone calls. An advantage is you do not incur any additional surcharges beyond the cost of your Internet access.

VPN: Virtual Private Networking; a means of securely accessing resources on a network by connecting to a remote access server through the Internet or other network.

W

WAN: A wide area network is a larger network that covers a wider area. Your ISP provides you with a connection to their own WAN, which connects to the Internet.

WAP: Wireless Application Protocol; a set of communication protocols for enabling wireless access to the Internet.

WEP: Wired Equivalent Privacy; a security protocol for wireless local area networks defined in the 802.11b standard. WEP provides the same level of security as that of a wired LAN.

Wi-Fi: Wireless Fidelity; A generic term from the Wi-Fi Alliance that refers to of any type of 802.11 network (e.g., 802.11b, 802.11a, dual-band, etc.). Products approved as "Wi-Fi Certified" (a registered trademark) are certified as inter-operable with each other for wireless communications.

Window: On a graphical user interface system, a rectangular area on a display screen. Windows are particularly useful on multitasking systems which allow you to perform a number of different tasks simultaneously. Each task has its own window which you can click on to make it the current process. Contrast to a "dialog box" which is used to respond to prompts for input from an application.

Windows: A casual way of referring to the Microsoft Windows operating systems.

Wireless (networking): The ability to access the Internet without a physical network connection. Devices such as cell phones and PDAs that allow you to send and receive email use a wireless Internet connection based on a protocol called WAP

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(Wireless Application Protocol). At this point, web sites that contain wireless Internet content are limited, but will multiply as the use of devices relying on WAP increases.

WLAN: Wireless Local Area Network; the computers and devices that make up a wireless network.

WPA: Wi-Fi Protected Access; a standard designed to improve on the security features of WEP.



FLEXTEC-01

VALERIESPRONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 8777 North Gainey Center Drive Suite 260 Scottsdale, AZ 85258	CONTACT NAME: Chandra Jackson PHONE (A/C, No, Ext): (480) 458-6064 FAX (A/C, No): (480) 556-0242 E-MAIL ADDRESS: chjackson@nfp.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Standard Office Systems of Atlanta LLC 2475 Meadowbrook Pkwy Duluth, GA 30096	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : American Zurich Insurance Company</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td style="text-align: center;">40142</td> </tr> <tr> <td>INSURER C : American Guarantee and Liability Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER D :</td> <td style="text-align: center;">26247</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : American Zurich Insurance Company	NAIC #	INSURER B : Zurich American Insurance Company	40142	INSURER C : American Guarantee and Liability Insurance Company	16535	INSURER D :	26247	INSURER E :		INSURER F :	
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INSURER F :													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPO 4325215-00	2/15/2023	2/15/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPO 4325215-00	2/15/2023	2/15/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC6405635-00	2/15/2023	2/15/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Subject to Policy Terms, Conditions and Exclusions.

Cyber Liability

Policy Number: EOC 6517606 00

Effective Dates: 02/15/2023 - 02/15/2024

Limit \$5,000,000

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

Fulton County Government 141 Pryor St SW Atlanta, GA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Standard Office Systems of Atlanta LLC 2475 Meadowbrook Pkwy Duluth, GA 30096	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Named Insured Schedule Continued:

Flexprint Holdings, LLC; Flexprint, LLC; Flexprint Intermediate, LLC; Flexprint Acquisitions, LLC; Procopy Office Solutions, LLC; Touchstone Investments LLC dba Action Imaging Group; Flo-Tech, LLC; Cannon IV, LLC; Flexprint Corporate Acquisition Company; JJR Enterprises, Inc dba Caltronics Business Systems; JJR Enterprises, Inc dba Infincom ; Marimon Business Systems, LLC dba FTG Texas; Shamrock Technology Group, Inc; Carrillon Office Technologies & Services, LLC ; Shamrock Office Solutions, LLC ; George & Deborah Nuckolls, LLC dba Office Equipment of Texarkana; Office Equipment of Southern Arkansas, LLC; FTG of Greater Ohio, LLC (FTG-GO) f/k/a Onyx, LLC; Laser Technologies Service, LLC; Millennium Business Systems, LLC; Sema, LLC dba CBE Office Solutions; Qlan Technologies, LLC ; Ultrex Management Services, LLC ; UBP – San Luis Obispo, LLC; UBP – Bakersfield, LLC; Copy Link, LLC; Standard Office Systems of Atlanta, LLC; Procopy Office Solutions of Tucson, LLC; Procopy Office Solutions of Northern Arizona, LLC; Cannon IV of Texas, LLC; FTG of Greater Ohio;

Certificate Holder is Additional Insured with respects to General Liability per endorsement U-GL-2220-A CW 08-21 attached. Ongoing and Completed operations applies per endorsements U-GL-2220-A CW 08-21 & U-GL-2168-A CW 02-19 attached. Primary and Non-Contributory applies per endorsement U-GL-2220-A CW 08-21 attached. Waiver of Subrogation applies with respects to General Liability per endorsement U-GL-2220-A CW 08-21 attached.

Certificate Holder is Additional Insured with respects to Auto Liability per endorsement U-CA-424-H CW 10-21 attached. Primary and Non-Contributory applies per endorsement CA0449 11-16 attached. Waiver of Subrogation applies with respects to Auto Liability per endorsement CA0443 11-20 attached.

Excess/Umbrella is to follow form.

Waiver of Subrogation applies with respects to Workers Compensation per endorsement WC000313 04-84 attached.

30 Day Notice of Cancellation applies.

Fulton County Government is included as an additional insured on the general liability policy in regard to work/service provided by the named insured.

Technology Liability Enhancement Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. CPO 4325215 - 00

Effective Date: 02/15/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, including any partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, including any partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph **2.a.(1)** of Section **II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs **(1)(a)** and **(1)(d)** do not apply to "bodily injury" arising out of his or her providing or failing to provide:

- (i) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services, or volunteering for you to provide such services; or
- (ii) "Good Samaritan Acts" performed by any non-licensed medical care person employed by you or volunteering for you,

So long as such "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs **(1)(a)**, **(b)** and **(c)** do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Insured Status – Amateur Athletic Participants

Section **II – Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

E. Additional Insureds – Lessees of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph **E.1.** of this endorsement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **F.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Subparagraphs (4) or (6); or

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. of this endorsement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
 - b. The acts or omission of those acting on your behalf; and
- resulting directly from:

- a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
- b. Ownership, maintenance, occupancy or use of premises by you; or
- c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – **Who Is An Insured**;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:

- (1) Owners or other interests from whom land has been leased by you; or
- (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph G.1. of this endorsement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph G. shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured – Other Persons or Organizations

1. Section II – Who Is An Insured is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs E. through Paragraph G. of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this Paragraph H., the following additional exclusions apply:

The insurance afforded to the additional insured under this Paragraph H. does not apply to any person or organization:

- a. For "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service;
- b. For "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- c. Who is scheduled as an additional insured under another endorsement attached to this policy.

3. With respect to the insurance afforded to the additional insureds under this Paragraph H., the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph H.1. of this endorsement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This Paragraph H. shall not increase the applicable Limits of Insurance shown in the Declarations.

I. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

J. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

K. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a written contract or written agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement. Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

L. **Supplementary Payments**

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$5,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

M. **Broadened Property Damage**

1. **Property Damage to Contents of Premises Rented Short-Term**

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises, including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – **Limits Of Insurance**.

2. **Elevator Property Damage**

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. **Property Damage to Borrowed Equipment**

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

N. Expected or Intended Injury or Damage

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

O. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or
- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

- a.** Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b.** Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

- a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Expanded Personal and Advertising Injury Definition

- 1. The "personal and advertising injury" definition under the **Definitions** Section is replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, harassment or segregation, based on sex, sexual orientation, gender identity, gender expression, marital status, race, creed, religion, national origin, age, physical capabilities or mental capabilities, except to the extent:
 - (1) Insurance for the discrimination, harassment or segregation is prohibited by law; or
 - (2) The discrimination, harassment or segregation directly or indirectly relates to the employment, prospective employment or termination of employment of any person or persons by any insured.

As used in this endorsement, discrimination, harassment or segregation includes continuous or repeated exposure to substantially the same general harmful conditions.

- 2. Solely for the purposes of Paragraph 1.h. above, the following exclusion is added to Paragraph 2. **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

Discrimination, Harassment Or Segregation Prior To Policy Period

"Personal and advertising injury" arising out of any discrimination, harassment or segregation which formed the basis of an offense before the beginning of the policy period.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – **Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured

on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. In Rem

Section **IV – Commercial General Liability Conditions** is amended to add the following:

In Rem

Any "suit" brought as an action *in rem* against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

Z. Liberalization Condition

The following condition is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. CPO 4325215-00

Effective Date: 02/15/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any location or project, other than a wrap-up or other consolidated insurance program location or project, for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.



Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. CPO 4325215 - 00

Effective Date: 02/15/2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

COMMERCIAL AUTO
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A.** Under a written contract or agreement with such person(s) or organization(s); and
- B.** Prior to the "accident" or the "loss."

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 03 13**

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET PER WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Effective Policy No. WC 6405635 - 00 Endorsement No.

Insured Flexprint Holdings, LLC

Premium \$

Insurance Company American Zurich Insurance Company Countersigned by _____



Fulton County

Legislation Details

File #:	24-0089	Version:	1	Name:	
Type:	CM Action Item - Open & Responsible Government	Status:		Passed	
File created:	11/2/2023	In control:		Board of Commissioners	
On agenda:	2/7/2024	Final action:		2/7/2024	
Title:	Request approval of a recommended proposal - Fulton County Information Technology Department, 23RFP139160B-EC, Digital Multi-functional Devices and Support Services in an amount not to exceed \$724,581.72 with Standard Office Systems of Atlanta, Inc. (Duluth, GA) to provide maintenance, supplies, support services, and software and associated hardware for all multi-function devices countywide. Effective upon BOC approval through December 31, 2024, with four renewal options.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. Exhibit 1 - Evaluation Committee Recommendation Letter, 2. Exhibit 2 Contractor's Performance Report				

Date	Ver.	Action By	Action	Result
2/7/2024	1	Board of Commissioners	approve	Pass