

AN ORDINANCE TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR CITY OF BRYANT, AR COPIERS.

WHEREAS, it is in the best interest of the City of Bryant to have City Copiers remain with one provider for efficiency in operations and savings overall in funds, and

WHEREAS, there are only limited number of providers that supply the items needed, and

WHEREAS, the SBS provider is also on a Cooperative Purchasing Agreement, and

WHEREAS, the IT, Admin and Finance Departments have reviewed the arrangement and approve of selecting SBS as our provider for the next five years pending budgetary constraints each year.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRYANT, SALINE COUNTY, ARKANSAS:

Section 1. Selecting SBS presents an exceptional situation where the bidding process is hereby waived because it was conducted by another party under a Cooperative Purchasing Agreement.

Section 2. The IT Director is hereby authorized to proceed with the arrangement with the approval of the Mayor and Council.

Section 3. The IT Director is hereby authorized to spend an amount not to exceed \$27,000 annually (in years 2021, 2022, 2023, 2024, 2025 pending budget resolution each year) out of line 001-0110-5614. Since other funds Copiers are nominal in value the whole of the contract will be paid out of General Fund. To spend any money in excess of this amount shall require approval of the city council.

Section 4. Whereas this arrangement is pending and will take some time to install and begin the City of Bryant, Saline County, Arkansas management wishes to ask for an Emergency Declaration to begin immediately; and this Ordinance shall be effective from and after its date of passage.

PASSED AND APPROVED this _____ day of _____, 2021.

Allen E. Scott, Mayor

ATTEST:

Sue Ashcraft, City Clerk



8717 Stagecoach Road
Little Rock, AR 72210
(501)663-4414 | Fax (501) 663-4976

Order/Maintenance Agreement

Rep: _____

Bill To			Ship To (Installation Address)		
Client Name CITY OF BRYANT			Client Name		
Address 210 SW 3RD STREET			Address		
			Bldg Flr	Room	Suite
City BRYANT	State AR	Zip 72022	City	State	Zip
Billing Contact Name GORDON MILLER		Title IT DIRECTOR	Install Contact Name		Title
Phone 501-943-0999		Fax	Phone		Fax
Email			Email		

System Description

Model	Description	Serial #	Qty	Amount
TOSHIBA 3015AC	30 PPM COLOR COPIER		7	
TOSHIBA 3515AC	35 PPM COLOR COPIER (FINANCE)		1	
TOSHIBA 3018A	30 PPM B&W COPIER		2	
TOSHIBA 5516ACT	55 PPM COLOR COPIER		1	
TOSHIBA 478S	47 PPM B&W MFP		7	
TOSHIBA 479CS	47 PPM COLOR MFP		1	

Acquisition Options

 Lease (refer to Lease Agreement for leasing details)

 Purchase

Monthly Payment	Type	Term (months)	Agreement #
\$ 2,150.03	FMV	60	

Subtotal	Tax	Total

Guaranteed Maintenance Agreement Options

Base Charge \$ 0.00	B/W Allowance 21,000	B/W CPC 0.00860	Color Allowance 9,000	Color CPC \$ 0.05000
Term (months) 60	Meter Collection Method <input checked="" type="checkbox"/> Software DCA <input type="checkbox"/> Auto CPC Email		Key Operator: _____ <input type="checkbox"/> Auto CPC Fax <input type="checkbox"/> Email Key Operator <input type="checkbox"/> Fax Key Operator	
Base Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____		CPC Overage Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____		

Approval

Print Name ALLEN SCOTT	Title MAYOR
Client Signature _____	Date 1/20/2021

TERMS AND CONDITIONS

KEY TERMINOLOGY

Key Operator: Person assigned to each copier to oversee the maintenance, service and ordering of supplies.

CPC: Cost Per Click - Cost per any single page (image) that is printed or copied.

Auto CPC Fax: The machine will automatically fax SBS the meter readings monthly

Auto CPC Email: The machine will automatically email SBS the meter readings monthly

Software DCA: Meter Collection Method

LEASING

This Order Agreement constitutes an agreement between Standard Business Systems and the above client for installation and delivery of the above equipment. Lease options outlined are for reference only. The client should refer to the Equipment Lease Agreement for the terms and conditions of the lease.

GENERAL

This agreement covers when required by normal use of the machine, toner, labor, material, adjustments, repairs and replacement of parts. This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure or alteration, fire, water or other casualty, or to repairs made necessary be service performed by personnel other than those of Standard Business Systems (SBS) or by the use of equipment, supplies or spare parts not meeting the specifications of SBS. This Agreement specifically excludes repair or adjustment resulting from (1) Input power line fluctuations; (2) Failure to comply with proper grounding requirements.

CHARGES

Base charges shall be billed in advance and CPC charges shall be billed in arrears; provided that the meter shall record a quantity of 2 clicks for any image produced on media wider than 8¹/₂". Invoices shall be due and payable within 30 days of the invoice date unless otherwise state on the invoice. Applicable taxes shall be added to the charges. SBS may charge you and you agree to pay, a late charge equal to 5% (5 percent) of the amount due for each billing period, not to exceed the maximum amount permitted by law. If SBS does not receive timely meter readings from you, you agree to pay invoices that reflect SBS's estimates of meter readings. SBS reserves the right to add an additional fee if we observe you are scanning more than 2.5 times the amount of copies/prints being made.

PAYMENTS AND AUTOMATIC RENEWAL

Customer or SBS may terminate this contract at any time with a written notice of not less than 30 (thirty) days prior to termination must be served by either party. This agreement will automatically renew after the term for an additional 12 months and is subject to an increase, not to exceed 10%, on base cost and CPC. Customer agrees to pay any charges due prior to date of intended cancellation. Customer agrees to pay total charges in advance at the beginning of each payment cycle. If customer does not pay the amount due: SBS may A) refuse to continue to service the equipment or B) furnish service and parts on a C.O.D. or "Per Call" basis. Payment of this agreement by customer and acceptance of payment by Standard Business Systems proves both parties are in agreement with all the terms of this agreement and may not be changed except in writing signed by an officer of SBS. This contract shall automatically terminate if the Customer sells, transfers, or disposes the equipment in relation to which this contract applies.

SITE REQUIREMENTS

The customer is responsible for providing suitable electrical and/or network service for installation and operation of the machine. The site must meet the environmental specifications contained in the user manual.

EXTENT OF LABOR SERVICES

Labor service afforded during an agreement service call includes preventive maintenance when due as specified by manufacturer. It also includes the lubrication of unit, the adjustment, repair or replacement of parts not specifically excluded in this agreement. The following labor service is considered the responsibility of the Key Operator and is not included: Adding toner/paper; removing misfeeds; cosmetic upkeep of covers exposure glass and general troubleshooting as specified by the operators manual.

Service or shop work will be furnished to customer at no cost during SBS regular business hours. All other service will be chargeable to the user at the prevailing hourly rates. SBS shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, or other reasons of a like or dissimilar nature beyond its control. In no event, will SBS be liable for loss of profits or special, indirect or consequential damage. No action arising out of the services hereunder may be brought by either party more than one year after the cause of the action has been accrued.

PARTS REPAIR AND REPLACEMENT

Replacement or repair of parts excluding consumables (copier drum, toner, developers, paper, fuser oils) when required for maintaining normal operation of unit, are furnished without charge during agreement service calls.

De Lage Landen Financial Services, Inc.

Lease Agreement

Send Email Invoice To: _____

LESSEE	Full Legal Name CITY OF BRYANT			Tax ID No	Phone Number
	Billing Address 210 SW 3RD STREET		City BRYANT	State AR	Zip 72022
	Equipment Location (if not same as above):			County SALINE	Attention to:
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)
	SEE SCHEDULE A				
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment	Plus Applicable Taxes		
	60	\$2,150.03	Plus Applicable Taxes		
			Plus Applicable Taxes		
	Lease Payment <input type="checkbox"/> includes / <input checked="" type="checkbox"/> does NOT include maintenance/service/supplies [check one]				
Sales tax Exempt <input type="checkbox"/> Please provide valid certificate					
Term of Lease in Months		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1 <input type="checkbox"/> Other		
60		End of Lease Purchase Option shall be FMV unless another option is selected.			
Security Deposit	(PLUS)	First Period Payment	(PLUS)	Other (EQUALS)	Total Payment Enclosed Plus Applicable Taxes
	+		+		=

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You

will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED / NOT NEW		
	Signature	DOB	Date
			1/20/2021
	Title MAYOR	Print Name ALLEN SCOTT	
Legal Name of Corporation CITY OF BRYANT			

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
Commencement Date	Lease Number	
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.		
	Signature	Date	Print Name
		1/20/2021	ALLEN SCOTT
			Title MAYOR

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.		
	Signature	Name of Guarantor	Date

13_DOB 080EDOC

SCHEDULE A

SCHEDULE FORMING PART OF LEASE BETWEEN LESSOR, DE LAGE LANDEN
AND CITY OF BRYANT, LESSEE.

DATE: 1/20/2021 LEASE NUMBER: _____

DESCRIPTION OF EQUIPMENT:

- TOSHIBA eS5516ACT
- TOSHIBA eS3515AC
- TOSHIBA eS3015AC
- TOSHIBA eS3015AC
- TOSHIBA eS3015AC
- TOSHIBA eS3015AC
- TOSHIBA eS3015AC
- TOSHIBA eS3015AC
- TOSHIBA eS3015AC
- TOSHIBA eS3018A
- TOSHIBA eS3018A
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- TOSHIBA eS478S
- TOSHIBA eS479CS

THIS SCHEDULE SHALL HERE AFTER FORM PART OF THE AFOREMENTIONED LEASE.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ <small>(LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)</small>
	Print Name <u>ALLEN SCOTT</u>
	Title <u>MAYOR</u> Date <u>1/20/2021</u>
	For <u>CITY OF BRYANT</u> Legal Name of Corporation or Partnership

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	For <u>DE LAGE LANDEN</u> Legal Name of Corporation or Partnership

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