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Print Form

### Lucas County Information Services Checklist for Hardware/Software/Services

Department: Lucas County Sheriff's Office

Funding Account & Description: 1010-1670-530100 Sheriff's Equipment Fund

Requestor: Kevin Helminski

Req. Date: 5/29/2014

Vendor: Perry ProTech

State Term Contract ID

**Type of Request (check all that apply):**

- Hdw     SW     Services/New
- Purchase     Lease     Subscription
- Services/Support Renewal Original Purchase Date

**Description or Nature of Request and for whom this is intended:** The Lucas County Sheriff's Office is requesting approval for the purchase of a Kyocera FS-1135 multi function printer. It will be used in the Jail Training Section.

Hdw/SW/Service Item Descr	Quote #	Wrnty Term	Qty	Unit Cost	Support Cost	Total Cost
Kyocera FS-1135 MFP	See attached.		1	\$ 1,413.00	\$ 0.00	\$ 1,413.00
				\$ 0.00	\$ 0.00	\$ 0.00
				\$ 0.00	\$ 0.00	\$ 0.00
				\$ 0.00	\$ 0.00	\$ 0.00
				\$ 0.00	\$ 0.00	\$ 0.00
				\$ 0.00	\$ 0.00	\$ 0.00

Total Request \$ 1,413.00

**Business Reason or Justification:**

This printer is replacing an older printer in the Jail Training Section.

*G. Webb*  
5/29/2014

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<b>Planned Location:</b>	<input type="text" value="Other"/>	<b>If Other please specify:</b>	<input type="text" value="Jail Training Section"/>
<b>Network Connection Required?</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>LCIS installation assistance needed?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Date:</b> <input type="text"/>
<b>LCIS on-going support required?</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>ITB or RFP completed?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
<b>LCIS Management review completed?</b>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="text"/> <b>Exclusion</b>
<b>DP Board Approved?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="text" value="Less than \$7,500"/> <b>Exclusion</b>

**Date of Approval:**

**Comments:**

Reviewed and prepared by Jeremy Burnat.  
Reviewed and approved by George Webb.



# SHERIFF JOHN THARP

## LUCAS COUNTY

1622 Spielbusch Avenue • Toledo, OH 43604-5330

Courthouse Office: 419-213-4784  
Records/Dispatcher: 419-213-4941  
Corrections Center: 419-213-4924

May 29, 2014

Emergency : 9-1-1  
Fax: 419-255-3096

Jeremy Burnat  
Lucas County Information Services  
One Government Center, Suite 600  
Toledo, OH 43604

Subject: Purchase of Kyocera FS-1135 MFP

Dear Mr. Butler:

I am requesting the purchase of one (1) Kyocera FS-1135 Multi Function Printer. This unit will replace the current printer AND copier being used by our Training Section. This unit WILL need to be on the County Network in order for all of our Training Officers (Sonya Randall, Kurt Weber, and Dan Gutierrez) to be networked to it.

The unit is quoted at \$1,413.10. Funds will be utilized from the Sheriff's Equipment Account 1010-1670-530100. A copy of the quote is attached.

Sincerely,

Kevin Helminski  
Director of Finance & Operations  
Lucas County Sheriff's Office



### Maintenance Agreement Terms & Conditions

1. General Scope of Coverage. This agreement covers both the labor and the parts (excluding parts listed as consumables below on Non-TUF agreements) for maintenance as necessitated by the normal use of the equipment. Damages to the equipment caused by accident, neglect, misuse, altering of equipment, unfavorable or adverse environmental conditions, electric current fluctuations, work performed by other than PERRY proTECH personnel, or any force of nature, or any other cause out of PERRY proTECH control are not covered.
2. For the purposes of this agreement the definition of a "click" is the output of a single side of media less than or equal to 8.5" x 11" unless it is on a "Wide Format" device where it is defined as 1 square foot of paper passed. The definition of a "scan" is the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device.
3. Service calls under this agreement will be made under normal business hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding holidays. PERRY proTECH shall not be liable for non-performance or a delay in performance of its obligations under this agreement if due to force majeure or contingencies or causes beyond the reasonable control of PERRY proTECH or its suppliers. All other service calls will be charged for portal to portal at the overtime rates in effect at the time the service call is made.
4. This maintenance agreement shall be invoiced for and commence upon the effective date shown on the reverse side and shall continue for one full year and for any overage charges listed on the reverse side of this agreement. This Agreement shall be automatically renewed for successive similar periods, unless either party gives written notice to the other party thirty days in advance of the expiration date of its intention to cancel this agreement. The terms and conditions will be those in effect at the time of renewal. The PERRY proTECH may impose a surcharge in the event of any increase exceeding ten (10%) percent in the cost of fuel, utilities, parts, and/or supplies. All supplies remain the property of PERRY proTECH until installation in a machine. In the case of cancellation, for any reason, the customer agrees to return all unused supplies covered under this agreement to PERRY proTECH. Base and overage rates may be increased at the time of each renewal. In the case of leased equipment the minimum monthly lease payment shall not include a maintenance component, and as such, PERRY proTECH shall not be obligated to maintain the equipment as part of the lease agreement. Instead, you agree that by the inclusion of this document, you and PERRY proTECH have entered into a separate and distinct maintenance agreement, which shall be in effect for the same period as the lease agreement, including any failure on your part to make payments as they become due, shall constitute a breach of both.
5. Customer is required to submit monthly meter readings to PERRY proTECH. You can submit your meter readings through the web at [www.perrycorporation.com](http://www.perrycorporation.com) or by fax at 419.224.8128. For networked machines, PERRY proTECH will provide "PrintSentry" software to automatically report meter readings. ALL METER OVERAGES ARE DUE PERRY PROTECH WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, PERRY proTECH, at its discretion, will estimate all necessary meter readings. If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee for each meter affected.
6. Equipment covered under this agreement must be in good condition before it can be accepted for maintenance. Customer agrees to pay for a preventative maintenance check and for all parts and labor required to bring the equipment up to PERRY proTECH and manufacturer's specifications.
7. Customer must supply a reasonable working atmosphere for servicing the equipment, i.e. access to all sides of the equipment or a movable stand to facilitate handling and provide suitable electrical service in accordance with U/L and manufacturer's requirements. The customer also agrees to make available and designate a suitable person for key-operator training on the equipment.
8. The equipment is designed to give excellent performance with PERRY proTECH provided supplies and with papers that meet the manufacturer's specifications. PERRY proTECH will limit customer on hand stock to 30 days. If the customer uses other than PERRY proTECH provided supplies or papers that do not meet the manufacturer's specifications for the equipment, and if such supplies or papers are defective or are not acceptable for use in the equipment, and cause poor image quality, frequent service calls or service problems, then PERRY proTECH may at its option, terminate this agreement or adjust the rate(s) of this agreement. In the event of termination, the unused portion of the maintenance charge will be refunded and the customer will be offered service on a "Per Call" basis at published rates.
9. Under the Total User Freedom (T.U.F.) coverage, PERRY proTECH agrees to provide toner in sufficient quantity as it relates to the customers usage, and the manufacturers published yields which are based on 6% coverage black & white and 20% coverage full color. In the event that the customer's actual toner usage exceeds the manufacturer's published expected usage, PERRY proTECH reserves the right to remedy this variance by either limiting the amount of toner provided or adjusting the rate(s) of this agreement or invoicing the customer for excess toner usage. PERRY proTECH reserves the right to charge a fee to cover supply delivery and service fuel costs.
10. The PERRY proTECH must approve, in advance, any change in location of the equipment. If the equipment is moved to a new service zone, customer agrees to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If the equipment is moved beyond PERRY proTECH service territory, then PERRY proTECH may, at its option, terminate this agreement and refund the unused portion of the maintenance charges.
11. The removal, moving and installation of equipment are not covered under this agreement. Any movement of equipment by the customer resulting in the need for PERRY proTECH to make configuration adjustments or other network services to restore functional capabilities will be billed at the current network service rates.
12. In the event PERRY proTECH is unable to obtain repair or replacement parts due to the discontinuation of such parts by the manufacturer and is unable to affect repairs to the equipment, PERRY proTECH will credit the unused portion of maintenance charges to the customer's account. Any such credit balance must be used toward future purchases with PERRY proTECH.
13. PERRY proTECH reserves the right to withhold service in the event the customer account balance is delinquent based on PERRY proTECH's payment terms on any Agreement between the Parties in effect at that time. PERRY proTECH payment terms are Net 30 Days.
14. Changes in the operating environment, (including but not limited to changes to operating systems, network software, software application changes, and hardware or software upgrades, etc.) may result in the need for configuration adjustments or other network services to restore functional capabilities. Such services shall be at PERRY proTECH's published network service rate.
15. For color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at PERRY proTECH's published network service rates.
16. The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any loss data. Under no circumstances shall PERRY proTECH be held responsible for any loss of data.
17. Other than the obligations set forth herein, PERRY proTECH DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. PERRY PROTECH SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.
18. This Maintenance Agreement or any portion is non-cancelable and non-refundable except as specifically stated in the foregoing statements.
19. CONSUMABLES

Micro Fiche/Film Equipment – Lamps, Glass Flats, Toner, Photoreceptors, Ink Roller, Imprint Plates, Paper  
Postage Equipment – Ink, Ink Rollers, Brushes, Ribbons Ad Plates

Digital Duplicators – Masters, Ink, Ink Drum, Paper

Facsimile Equipment – Cartridges and/or Photoreceptor Units, Toner, Developer Kits, Paper

Copiers – Toners, Developers, Photoreceptors, Filters, Cleaning Rollers, PM Kits, Total Copy Kits, Drum Kits, Oil Pads, Oil Rollers, Cleaning Webs, Maintenance Kits, Fuser Oil, Cassettes, Trays, Paper, Staples

Imaging Equipment – Media

Printers – Customer Replaceable Units (CRU), Paper, Toner

Wide Format – Toner, Paper