



City Hall, 215 Sycamore St.
Muscatine, IA 52761-3899
(563) 264-1550
Fax (563) 264-0750

FINANCE & RECORDS

MEMO

To: Gregg Mandsager, City Administrator

From: Nancy A. Lueck, Finance Director

Date: April 19, 2017

Re: Copier/Printer/Scanner Lease

Introduction and Background:

The City currently has a 5-year operating lease for the City's main copier which is scheduled to expire this month. Xerox representatives provided City staff with a proposal for a new machine which would also be under a 5-year lease. There will be a significant savings in monthly costs with the new machine. Based on our average usage, the City is currently paying \$736.93 per month. (\$613.81 lease payment plus \$123.12 copy charges). Under the proposed new lease this will decrease to \$281.24 per month (\$168.38 lease payment plus \$112.86 copy charges) for an average monthly savings of \$455.69 (\$5,468.28 annually).

The new machine will have the same basic features as the current machine. These include print/copy/scan functions, color scanning, and a 3-hole punch feature. The lease includes all supplies (toner, etc.) and ongoing maintenance and service as needed.

Recommendation:

Please include this request to enter into a lease agreement with Xerox Corporation for a new copier on the agenda for the April 20 meeting. Please contact me if you have any questions or need additional information.

Backup Information:

Lease Agreement with Xerox for Model 5865APT Copier/Printer/Scanner

Lease Agreement



Customer: MUSCATINE, CITY OF

BillTo: CITY OF MUSCATINE
CITY HALL
DEPT OF FINANCE
215 SYCAMORE ST
MUSCATINE, IA 52761-3839

Install: CITY OF MUSCATINE
CITY HALL
XEROX ROOM
215 SYCAMORE ST
MUSCATINE, IA 52761-3839

State or Local Government Negotiated Contract : 072721500

Solution						
Item	Product Description	Agreement Information		Trade Information	Requested Install Date	
1. 5865APT (5865A PT/COP/4TRAY)	<ul style="list-style-type: none">- 3-hole - Ofcfin Only- Conv Stapler W/shelf- Envelope Insert Kit- I-series-1 Line Fax- Office Finisher-rohs- Customer Ed- Analyst Services		Lease Term: Purchase Option:	60 months FMV	- Xerox NAAOM75 S/N XEL562657 Trade-In as of Payment 60	4/26/2017

Monthly Pricing						
Item	Lease Minimum Payment	Meter	Print Charges	Volume Band	Per Print Rate	Maintenance Plan Features
1. 5865APT	\$168.38	1: Black and White Impressions	All Prints	\$0.0066		<ul style="list-style-type: none">- Consumable Supplies Included for all prints- Pricing Fixed for Term
Total	\$168.38	Minimum Payments (Excluding Applicable Taxes)				

Authorized Signature		Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: Nancy Lueck	Phone: (563)264-1550 x110			Samantha Kennedy (855)828-5655	
Signature: _____	Date: _____			For information on your Xerox Account, go to www.xerox.com/AccountManagement	

Terms and Conditions

INTRODUCTION:

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

GOVERNMENT TERMS:

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

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

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

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.