



City Council Staff Report

DATE: May 6, 2015

CONSENT CALENDAR

SUBJECT: APPROVE A FIVE-YEAR LEASE AGREEMENT WITH XEROX FINANCIAL SERVICES AND COST PER IMAGE AND MAINTENANCE AGREEMENT WITH IMAGE SOURCE FOR TWENTY-FIVE NEW XEROX COPIERS

FROM: David H. Ready, City Manager

BY: Chief of Staff / City Clerk

SUMMARY

The City Council will consider the approval of a five year lease agreement between the City and Xerox Financial Services for 25 new Xerox copiers to replace the existing aging copier fleet, and a five year cost per image and maintenance agreement with Image Source for the new Xerox fleet of copiers, in a form acceptable to the City Attorney.

RECOMMENDATION:

1. Approve a five-year lease agreement with Xerox Financial Services LLC via the WSCA cooperative purchasing program for 25 new Xerox copiers in the amount of \$59,935.57 per year, including taxes, with a \$1 buy-out option at end of lease.
2. Approve a five-year cost per image and maintenance agreement with Image Source via the WSCA cooperative purchasing program at the unit prices of \$0.0049 cost per copy for black and white and \$0.049 cost per copy for color.
3. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The City currently has a fleet of 27 copiers that were acquired via a cooperative purchase program in 2005. The ten year old copiers are outdated and have reached the end of their useful life, becoming expensive and difficult to maintain, and are in need of replacement.

After review of the current aging fleet, individual department needs, average copy volume per machine, and a successful test period, City Staff is recommending a new fleet of 25 new energy efficient (Energy Star and RoHS approved) Xerox WorkCentre Multifunction copiers. Three of the copiers will have color copy capability, and all of the

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new copiers will have significantly higher copy speed per minute, larger paper capacity, advanced single-pass, 2-sided scanning ability, automatic stapling, collating, USB memory device inputs, and built-in 3-hole punch features. In addition, the new copiers also have built-in Fax functionality, which will allow us to eliminate approximately 12 older free-standing fax machines and their associated annual maintenance and repair costs.

Xerox Financial Services was awarded a competitively solicited contract, #1715, under the Western States Contracting Alliance (WSCA), which is a nationally recognized cooperative purchasing authority, of which the City is a participating member agency. After review of available options, an informal proposal from the current vendor, and the cost of the previous lease, City Staff determined that it was in the best interest of the City to take advantage of the leveraged benefits of a large national cooperative purchasing opportunity rather than attempt to conduct our own lengthy separate solicitation for a relatively small fleet of copiers.

For comparison, the existing Canon equipment lease was \$97,014 annually starting in 2005, and the proposed new Xerox equipment is \$59,935.57 annually (a 38.2 % decrease). The black and white cost per copy was \$0.006 vs. the proposed \$0.0049 (an 18.3% decrease). Based on current average volume, the estimated Cost Per Image and Maintenance agreement is approximately \$9,785 per year, including taxes.

Additionally, due to the age and the amount of maintenance required for the current fleet of copiers, Canon has been exponentially increasing the annual maintenance. Currently, the City is paying over \$30,000 per year for the maintenance of the current copiers.

Another benefit to the program is that Image Source, a certified Xerox equipment distributor, dealer and maintenance provider, has a local office in Palm Desert with locally based technicians and quick response times. As part of the agreements, Xerox and Image Source are responsible for the delivery, installation, removal and disposal of all old equipment, system networking and training of staff to ensure a smooth transition.

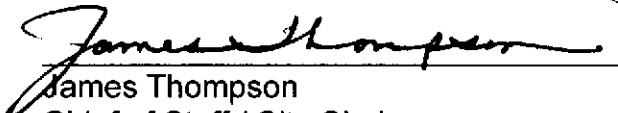
Pursuant to the provisions of Section 7.09.010 of the Municipal Code, City Staff is recommending that the City Council award the lease and maintenance agreements utilizing the WSCA cooperative purchasing program as their competitive solicitation process meets our requirements and protects the public's interest and the cost of the equipment and services due to economies of scale is likely to be less than through an independent city process.

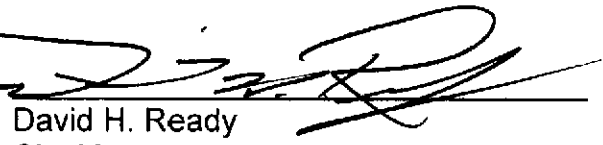
FISCAL IMPACT:

Annual lease payments in the amount of \$59,935.57, as well as the estimated cost per image and maintenance expenses, are budgeted annually and are available for the current fiscal year in account 001-1261-42990.

Offset by savings for the current maintenance costs to Canon in excess of \$30,000 per fiscal year.

The effective interest rate on the lease is 3.9%.


James Thompson
Chief of Staff / City Clerk


David H. Ready
City Manager

Attachments:

- 1) Xerox Financial Services Lease Agreement
- 2) Image Source Cost Per Image Agreement



Lease Agreement #: 0036746		Dealer Name: ImageSource	
LESSEE INFORMATION			
Full Legal Name City of Palm Springs		DBA	
Billing Address 3200 E. Tahquitz Canyon		City Palm Springs	State CA
Phone 760-323-8205		Contact Name Jay Thompson	Contact Email Jay.Thompson@palmspringsca.gov
		State CA	ZIP Code 92262
		Lessee PO# (Optional)	
EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
3	Xerox 7970		
19	Xerox 5955		
3	Xerox 5875		
Equipment Location (if different from Billing Address)			
TERM AND PAYMENT		IMAGE TYPE	IMAGES INCLUDED
Initial Lease Term (in months): 60		B&W	0
		Color	0
Annual Lease Payment: \$ 59,935.57 Includes applicable taxes. Payment maybe adjusted according to current tax rates.		Everyday Color	
		Color Level 2	
		Color Level 3	
		EXCESS CHARGE	PRINTS INCLUDED
		.0049	
		.049	
			N/A
			N/A
			N/A
LESSEE ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.			
Authorized Signer X		Date	Federal Tax ID # (Required) 95-6000757
Print Name David H Ready		Title (indicate President, Partner, Proprietor, etc.) City Manager	
LESSOR ACCEPTANCE			
Accepted By: Xerox Financial Services LLC		Name and Title	Date
TERMS & CONDITIONS			
<p>1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Annual Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced in advance by XFS on an annual basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).</p> <p>2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment 30 days after the Inception Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date annually thereafter, whether or not XFS invoices you. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.</p> <p>3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Lease Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.</p> <p>4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Lease shall continue unabated.</p>		<p>5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.</p> <p>6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear accepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.</p> <p>7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment. At any time after 12 months from the Inception Date and for each successive 12 month period thereafter during the Initial Lease Term and any 3 month extended Term, XFS may increase your Annual Lease Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Annual Lease Payment therefor and you agree to pay such increased amounts.</p> <p>8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSY BY ANY ALLEGED BREACH BY DEALER.</p>	

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9. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a re-filing or amendment to XFS's UCC financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations) and YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOURPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment.

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.

13. Liability and indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default; and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S

INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"), EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED.** This arbitration requirement does not apply to any other provision of this Lease.

16. Finance Lease and Lessee Waivers. The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724-737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. **THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.



AMENDMENT TO COST PER COPY AGREEMENT # 020-0036746

This is an amendment, dated and effective as of _____, to that certain Cost Per Copy Agreement # 020-0036746 ("Lease") between City of Palm Springs ("Lessee") and **Xerox Financial Services LLC** ("Lessor").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Lessor and Lessee agree to amend the Lease as follows:

1. The first sentence of Section 6. End of Lease Options shall be deleted and replaced with the following:

"If you are not in default and if you provide sixty (60) days' prior written notice to us, you may, at the end of the Initial Lease Term, (a) purchase all, but not less than all, of the Equipment marked on the first page of the Lease as '\$1.00' by paying us the sum of one dollar (\$1.00), plus any Taxes due and owing, and (b) purchase all, but not less than all, of the Equipment marked on the first page of the Lease as 'FMV' by paying us its then determined fair market value, plus Taxes. If you elect to exercise said purchase option, it shall be exercised with respect to each applicable item of Equipment on the day immediately following the date of expiration of the Initial Lease Term of such item, and by the delivery at such time by you to us of payment, in cash or by check, of the amount of the purchase price for the Equipment. Upon payment of such amount, we shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an 'AS IS,' 'WHERE IS,' 'WITH ALL FAULTS' basis, without representation or warranty of any kind or nature whatsoever. If neither of the above options are exercised by you, you may enter into a new lease on mutually agreeable terms, or return the Equipment (including software), at your expense, to a location we specify."

2. The penultimate and ultimate sentences of Section 12. Taxes (beginning with "We shall file, bill and collect..." and ending with "...inconsistent with your status as lessee of the Equipment") shall be deleted and replaced with the following:

"WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS LEASE. With respect to Equipment marked on the first page of this Lease as 'FMV,' (i) we shall file, bill and collect all personal property taxes assessed thereon, and (ii) this is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment. With respect to Equipment marked on the first page of this Lease as '\$1.00,' notwithstanding anything contained in the Lease to the contrary, in all taxing jurisdictions except CT, CO and OR, you will file all personal property tax returns covering the Equipment and will pay the personal property taxes levied or assessed thereon. You shall provide us with copies of all such personal property tax returns, together with evidence of payment therefor, not later than fifteen (15) days following the date such payment is due. In any taxing jurisdiction located within CT, CO or OR, we will file, bill and collect from your account all personal property taxes on the Equipment."

3. Except for the previous section, all remaining terms and conditions of the Lease shall remain unchanged.

Customer Acceptance:
Customer Name: City of Palm Springs
Authorized Signor: _____
Print Name: David H. Ready
Title: City Manager
Date: _____

Lessor Acceptance:
Xerox Financial Services LLC
Accepted by: _____
Name: _____
Title: _____
Date: _____

* Signor for the Lease Agreement and this Amendment must be the same.



Cost Per Image Agreement



CUSTOMER INSTALL		Agreement No.		
Full Legal Name City of Palm Springs				
Address	City	State	Zip	County
3200 E Tahquitz Canyon Way	Palm Springs	CA	92262	Riverside
CUSTOMER BILL TO				
Name		City	State	Zip
Same				

Monthly Base Maintenance Payment = \$ 0.00
 Excess Per Image Charge stated in the table below

Model(s)	Mono Monthly Allowance included in Monthly Base	Mono Rate	Color Monthly Allowance included in Monthly Base	Color Rate
Xerox 7970	0	\$ 0.0049	0	\$0.049
Xerox 5955	0	\$ 0.0049		
Xerox 5875	0	\$ 0.0049		

SERVICES OFFERED: We agree to provide all consumables, along with device environment monitoring, auto toner replenishment, proactive service error monitoring, phone technical support, service, and quarterly environment reporting under this Cost Per Image Agreement. Further information on the Service Management details are stated on the back of this document.

IMAGE CHARGES: Payments are due monthly, beginning the date the Agreement is initiated (as noted by the Agreement date below) or any later date designated by Us (see "Transitional Billing" section below) and continuing on the same day of each following month until fully paid. You are entitled to make the total number of images reflected in the Monthly Image Allowance shown on in Schedules A and/or B each month (if consolidated), or the monthly amount Image Allowance Per Machine or Group (if not consolidated). If You use more than the applicable Allowance(s) in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. You agree that We may proportionally increase Your Per Image Charges at any time if Our estimated average page coverage is exceeded in any month during the term of this Agreement. Each print made that is larger than 145 square inches may register as 2 prints on the meter. In addition to the foregoing, You agree to comply with billing and meter collection procedures designated by us, including notifying us of the meter reading on the billing date. If meters are not received, we reserve the right to estimate your usage for the billing period.

TRANSITIONAL BILLING: If We designate as the Agreement commencement date or effective date a date which is later than the date the Agreement is/was initiated (as noted by the Agreement Date below), then You shall pay Us an interim payment for each day, from the date the Agreement is/was initiated until the commencement date, equal to the minimum monthly payment divided by 30. If this Cost Per Image Agreement has no minimum monthly amount (as designated in Schedules A and/or B), we will bill you for actual pages copied or printed from the Agreement initiation date until the designated commencement date.

GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION: This Agreement and each addendum shall be governed by the laws of the State of California. You agree that any dispute arising under or related to this agreement will be adjudicated in the federal or state court located in San Bernardino. You hereby consent to personal jurisdiction and venue in that court and waive any right to transfer venue. Each party waives any right to a trial by jury.

LATE FEES: Not Applicable.

AGREEMENT PERIOD: This agreement is for a period of 60 months from the Agreement is initiated, and is non-cancelable. Unless notified in writing 30 days prior to the contract expiration date, this agreement shall renew for 12-month periods.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE REVERSE SIDE, AND ATTACHED SCHEDULES A AND/OR B. ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

IMAGE SOURCE: (As Stated Above)

CUSTOMER: (As Stated Above)

By: _____
Signature

Date Accepted: _____

By: **X** _____
Signature

Date: _____

Print Name & Title: _____

Print Name & Title: David H Ready, City Manager



Cost Per Image Agreement



650 E. Hospitality Lane, Suite 540
San Bernardino, CA 92408

- I. **MAINTENANCE AND SUPPLIES.** The charges stated in the Agreement include charges for maintenance (from 8 a.m. to 5 p.m. local time, except weekends and holidays ("Regular Service Hours")), inspection, adjustment, parts replacement, cleaning material required for proper operation, and toner and developer for such Equipment and may also include charges for such maintenance and supplies provided to You for the equipment (reflected on Schedules A and/or B). Paper and staples are not included in this maintenance agreement. You must purchase staples separately, from Image Source. Color toner and developer supplies will be provided for production of pages, with an average 20% page coverage. Supplies required for production in excess of 20% page coverage will be invoiced separately. We may charge a supply delivery fee to cover the cost of shipping supplies to your location.
- A. **Equipment Eligible for Coverage.** This only applies to the Equipment identified on Schedules A and/or B. You represent and warrant that, other than as set forth Schedules A and/or B there is no other equipment located at Your site(s) capable of using Our supplied toner and ink consumables. All equipment capable of using Our supplied toner and ink consumables must be included in Schedules A and/or B. To the best of Your knowledge, there are no equipment conditions that do not meet manufacturer's specifications ("Pre-Existing Conditions"), other than those specifically identified in Schedules A and/or B.
- B. **Definition of Services Provided.** We agree (a) to perform only those repairs involving worn Equipment components that have failed during ordinary use of the Equipment under normal operating conditions (trays, covers and other non-consumable parts are not covered), and (b) to supply You with all toner and ink consumables required to operate the Equipment. Requests for services outside of Regular Service Hours will be provided on a best effort basis at Our prevailing time and material hourly rate. Such charges for services outside of Regular Service Hours are in addition to the prepaid Minimum Monthly Payment. This Agreement does not cover after-hours service, shop overhauls, and service made necessary by accident, fire, water or natural disasters.
- C. **Access to Equipment.** We shall have the right to access Your site and any other of Your premises that may house Equipment upon reasonable notice for access with Your supervision during regular work hours. We reserve the right to invoice You at Our prevailing time and material hourly rate, separate from the Minimum Monthly Payment, when access to the Equipment is denied for greater than fifteen (15) minutes, when You initiated the request for service. We shall apply an estimated monthly page volume to any and all Equipment that cannot be accessed for page count recording purposes.
- D. **Authorized Maintenance Providers.** We, at Our discretion, may authorize Our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Equipment. In cases where We manage Your third party service agreement on your behalf, then all sums currently due under that agreement must be paid in full before We will assume any obligation or responsibility.
- E. **Repair Responsibility.** Our responsibility ceases if persons make repairs to the Equipment other than Our authorized representative or subcontractor. It also ceases if competitive supplies are used, or if the damage occurs as a result of Your abuse or improper handling.
- F. **Ownership and Control of Toner and Ink Consumables.** All toner and ink consumables supplies provided under this Agreement shall at all times remain the property of Us. You may use the toner and ink consumables pursuant to the terms of this Agreement, but You shall not have any ownership rights in or to the toner or ink consumables. You shall promptly return to Us all empty consumables supplied by Us under this Agreement. Your failure to return the number of empty consumables to Us equal to those delivered during the term of this Agreement will result in a lost consumables surcharge equal to the current replacement value of the lost consumable. In the event of Your default, You shall promptly return all toner and ink consumables to Us. You shall not be charged for any toner or ink consumables in use upon the expiration of this Agreement. Any toner or ink consumables not returned shall be billed by Us to You at the prevailing cartridge retail purchase price. The ordering of consumables significantly in excess of the number of copies or prints produced may be charged to You by Us.
- G. **Additional Equipment and Right of Inspection.** You shall notify Us promptly upon installing any additional equipment ("Additional Equipment") at Your site capable of using Our supplied toner and ink consumables. Equipment installed subsequent to the date of this Agreement will be evaluated by Us, and included in, or excluded from, this Agreement at the sole discretion of Us. Additional Equipment deemed included in the Agreement by Us shall be added to Schedule B and will automatically be covered by and considered Equipment under the terms of this Agreement. Billings or surcharges for Additional Equipment output will be reflected in the billing cycle immediately following the billing cycle in which the Additional Equipment is installed. If You add Additional Equipment the Minimum Monthly Payment may be adjusted accordingly at Our sole discretion. If any such Additional Equipment is used equipment, You represent and warrant to Us that, except for Pre-Existing Conditions duly disclosed to Us prior to such Additional Equipment being covered by this Agreement, all of the Additional Equipment shall, on the date such coverage commences, be in good working order. We shall be entitled to take a physical inventory of the Additional Equipment upon or prior to its being covered by this Agreement to determine whether they are in working order. In the event, as of the date coverage commences under this Agreement, any Additional Equipment is not in good working order, You shall have such Additional Equipment repaired at Your sole expense and, until such Additional Equipment is so repaired, any Additional Equipment with Pre-Existing Conditions shall not be covered under this Agreement. An initial meter reading of zero (0) is agreed, unless You provide timely information to the contrary, for any Additional Equipment that meets the conditions of G.1.
- II. **WARRANTY.** Notwithstanding anything in this Agreement to the contrary, We warrant (a) that all personnel performing services hereunder by or on behalf of Us will have appropriate training and experience and (b) all equipment is in accordance with industry standards, and all supplies and materials are of good quality. Without limiting the generality of the foregoing (and without limiting any obligation of Us to make repairs under this Agreement), You expressly agree and acknowledge that in no event shall any manufacturer's warranty, including but not limited to any implied warranty of merchantability, and fitness for a particular purpose, be deemed given by or otherwise transferred or applied to Us. If You notify Us within ninety (90) days from performance of the services that the services or a part thereof fails to conform to the standards specified herein, Your sole and exclusive remedy is that We shall promptly repair, replace or re-perform the non-conforming services.
- III. **TRACKING SOFTWARE.**
- A. **You grant Permission to Install and Maintain Tracking Software.** We own software ("Tracking Software") that enables Us to monitor the usage of, and the copy count produced on, the Equipment. You agree that We shall have the right, at any time during the term of this Agreement, to install the Tracking Software on one or more of Your computer networked station(s). You agree to provide Us, during normal business hours, access to Your computer-networked station(s) to enable Us to upgrade, modify or maintain the Tracking Software or to install new releases or additions to the Tracking Software. Under no circumstances will the Tracking Software provide Us access to Your information other than information directly related to this Agreement. You agree to not delete or remove the Tracking Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of Us. If You disagree, then We retain the right to invoice You the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle.
- B. **No License, other Prohibitions.** Nothing herein shall be construed as granting a license to You for the use of the Tracking Software. You may not, nor may You permit or cause any other person to (a) use or copy the Tracking Software, in whole or in part, in any manner, (b) modify, translate, reverse engineer, decompile or disassemble the Tracking Software, (c) rent, lease, loan, resell, distribute, use in a customer-server network to provide third parties access to, or otherwise transfer the Tracking Software, or (d) remove any proprietary notices on the Tracking Software.
- C. **Intellectual Property Rights.** All rights (including all intellectual property rights, whether recognized currently or in the future) in and to the Tracking Software (including any source code, executable code, object code, tools and/or libraries related to the Tracking Software) will at all times be owned by Us. No modifications and/or use by You of the Tracking Software shall under any circumstances transfer any right, title or interest in or to the Tracking Software to You or any third party.
- D. **Tracking Software Warranty, Liability.** You acknowledge that the Tracking Software will be installed on Your networked workstation(s) "as is" without warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We do not warrant that the Tracking Software will be error free or will operate without interruption. We shall in no event be liable to You or any third party for any special, consequential, incidental or indirect damages in connection with the Tracking Software. If the software is found to cause issues on Your network, and these issues can be reasonably associated to the installation of the software through uniform software testing and tracing methodologies, Our liability will be limited to the removal of said Tracking Software from Your environment.
- IV. **MISCELLANEOUS.**
- A. **Software.** Performance issues related to Software and/or connectivity are not covered under the terms of this Agreement. Any warranties related to Software will be those offered by the manufacturer and will be passed directly to the user.
- B. **Software/Hardware.** Connectivity and performance issues related to Software and non-standard hardware are not covered under the terms of this Agreement. Any warranties related to these solutions, which include but are not limited to: HP Digital Sending Software, Web Jet Admin, Auto Store, any OCR software, computers and scanners, will be those offered by the manufacturer and passed directly to the user. Operation and configuration of the Software will be the responsibility of You after initial install and operation test of (1) "Send To" folder is completed by Us.



Current Situation

Recommendation

Location	Model	Serial #	Average Volume	Location	Model	Serial #	Average Volume	Equipment Base	Cost Per Page	Average Cost Per Page	Avg CPC with Tax Included	Average Monthly Investment
Airport	SKV03540	SKV03540	6510	Airport	Xerox 5955APT	TBA	6510	168.95	0.0049	\$ 31.90	\$ 34.77	\$ 200.85
Economic Development Building	IR2870	SLG00831	2178	Economic Development Building	Xerox 5955APT	TBA	2178	168.95	0.0049	\$ 10.67	\$ 11.63	\$ 179.62
Finance/Business License	IR 3570	SKV00361	5030	Finance/Business License	Xerox 5955APT	TBA	5030	168.95	0.0049	\$ 24.65	\$ 26.87	\$ 193.60
City Clerk	IR 2870	SLG00832	7359	City Clerk	Xerox 5955APT	TBA	7359	168.95	0.0049	\$ 36.06	\$ 39.30	\$ 205.01
City Manager	IR 4570	SKU02715	8694	City Manager	Xerox 7970PT	TBA	27276	263.97	0.0049	\$ 133.05	\$ 145.68	\$ 397.62
Desert Highland	IR 5000	NRL02710	3650	Desert Highland	Xerox 7970PT	TBA	3650	263.97	0.0049	\$ 17.89	\$ 19.49	\$ 281.86
Engineering	IR 2270	SLH03665	1836	Engineering	Xerox 5955APT	TBA	1836	168.95	0.0049	\$ 9.00	\$ 9.81	\$ 177.95
Facilities	IR 4570	SKU02714	6802	Facilities	Xerox 5955APT	TBA	6802	168.95	0.0049	\$ 33.33	\$ 36.33	\$ 202.28
Finance (Hallway)	IR 2270	SLH03297	2123	Finance (Hallway)	Xerox 5955APT	TBA	2123	168.95	0.0049	\$ 10.40	\$ 11.34	\$ 179.35
Engineering Admin	IR 3570	SKV00366	4599	Engineering Admin	Xerox 5875APT	TBA	4599	265.99	0.0049	\$ 22.53	\$ 24.56	\$ 288.52
Fire Department	IR 2270	SLH02427	2821	Fire Department	Xerox 5955APT	TBA	2821	168.95	0.0049	\$ 13.82	\$ 15.07	\$ 182.77
Human Resources	IR 4570	SKU27350	3692	Human Resources	Xerox 5955APT	TBA	3692	168.95	0.0049	\$ 18.09	\$ 19.72	\$ 187.04
Library	IR 3570	SKV02296	5158	Library	Xerox 5955APT	TBA	5158	168.95	0.0049	\$ 25.27	\$ 27.55	\$ 194.22
Village Fest	IR 2270	SLH03296	2613	Village Fest	Xerox 5955APT	TBA	2613	168.95	0.0049	\$ 12.80	\$ 13.96	\$ 181.75
Planning (Hallway)	IR 2270	SLH03659	824	Planning (Hallway)	Xerox 5955APT	TBA	824	168.95	0.0049	\$ 4.04	\$ 4.40	\$ 172.99
Planning	IR 4570	SKU02622	5769	Planning	Xerox 5955APT	TBA	5769	168.95	0.0049	\$ 28.27	\$ 30.81	\$ 197.22
Police (Admin.)	5000	NRF04591	14113	Police (Admin.)	Xerox 7970PT	TBA	14113	263.97	0.0049	\$ 69.15	\$ 75.38	\$ 333.12
Police (Detective Bureau)	IR 3570	SKV00362	4497	Police (Detective Bureau)	Xerox 5955APT	TBA	4497	168.95	0.0049	\$ 22.00	\$ 24.02	\$ 190.98
Police (Hall)	IR 5000	NRL02202	10999	Police (Hall)	Xerox 5875APT	TBA	10999	265.99	0.0049	\$ 53.89	\$ 58.74	\$ 319.88
Police (Patrol)	IR 3570	SKV03282	791	Police (Patrol)	Xerox 5955APT	TBA	791	168.95	0.0049	\$ 3.88	\$ 4.22	\$ 172.83
Police (Records)	IR 4570	SKU02621	1607	Police (Records)	Xerox 5955APT	TBA	1607	168.95	0.0049	\$ 7.88	\$ 8.58	\$ 176.83
Police Task Force (Narcs)	IR 5000	NRL02197	17596	Police Task Force (Narcs)	Xerox 5875APT	TBA	17596	265.99	0.0049	\$ 86.22	\$ 93.98	\$ 352.21
Procurement	IR 3045	SVMD02375	2110	Procurement	Xerox 5955APT	TBA	2110	168.95	0.0049	\$ 10.34	\$ 11.27	\$ 179.29
Recreation	IR 2870	SLG01530	4679	Recreation	Xerox 5955APT	TBA	4679	168.95	0.0049	\$ 22.93	\$ 24.99	\$ 191.88
Printshop 105 (own)	IR 2870	SLG00788	8043	Printshop 105 (own)	Xerox 5955APT	TBA	8043	168.95	0.0049	\$ 39.41	\$ 42.96	\$ 208.36
Printshop 5185 (own)	105	MPT01174	10526	Printshop 5185 (own)								
	5185	MEQ05231	8056									
Total							152,675	\$ 4,799.93		\$ 748.11	\$ 815.44	\$ 5,548.04

Monthly payments based on 12 per year with Tax Included \$ 62,783.08
Annual Lease Payment Option with Tax Included \$ 59,935.57
 Annual Payment Savings \$ 2,847.52
Annual Estimated Cost Per Page with Tax Included \$ 9,785.25
 Estimated Total Investment with Tax included \$ 69,720.81
 Cost per Page (to cover all charges above but excluding color prints) \$ 0.4567

Features:

Copy, Print, Color Scan, Fax with Automatic Stapling and 3 Hole Punch
 5955APT - 55ppm
 5875APT - 75ppm plus High Capacity Feeder and Work Tray
 7970PT - 70ppm Color & B/W plus High Capacity Feeder
 Color prints invoiced @ .049 per page

Details:

60 month FPO \$1.00 Buyout | WSCA (GPO) Contract Pricing - #1715
 Delivery, installation and networking included at no additional charge.
 Training for staff after installation.
 Remote monitoring for supplies replenishment.
 Local technicians and customer care team.
 Proof of insurance required after installation.

Cost per copy rates fixed for term.
 Removal of existing Canon devices included.

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