



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 7/19/2019 Meeting Date: 8/1/2019

Name: Kevin Kirby Department: Public Works

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "K. Kirby", written over a light blue horizontal line.

### 1. Nature and purpose of agenda item:

Lease agreement with Xerox for new copies at Public Works

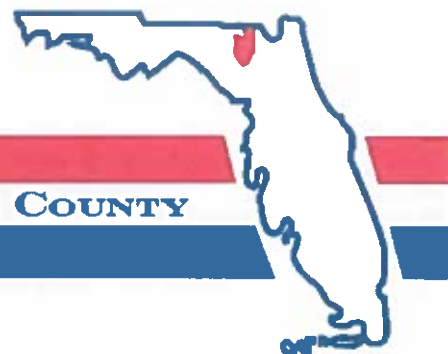
### 2. Recommended Motion/Action:

Approve

### 3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 10142705413044

District No. 1 - Ronald Williams  
District No. 2 - Rocky Ford  
District No. 3 - Bucky Nash  
District No. 4 - Toby Witt  
District No. 5 - Tim Murphy



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

## Memo

**Date:** July 15, 2019  
**To:** Kevin Kirby, Assistant County Manager  
**From:** Connie Brecheen, Administrative Supervisor  
**RE:** Copier

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Over the past several months, we have had numerous issues with the existing copier. Upon inquiring about our contract, I find that it is expired and we are on a month-to-month basis. Therefore, I have explored obtaining a new copier.

Much to my surprise, we can get a better/new copier for LESS money than we are currently paying. The monthly rental would go from \$129.53/mo. to \$117.01/month. Black/white copies would go from \$.0074 each to \$.0040 and color from \$.065 to \$.039. Based on our current usage, the monthly total would go from \$247.81 to \$186.25 for a potential savings of \$3,693.60 annually. All fees include service.

Attached is a new contract for 60 months that will need approval by the BOCC.

Please advise how you wish to proceed.

BOARD MEETS FIRST AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100

## Lease Agreement



Customer: COLUMBIA, COUNTY OF

Bill To: COUNTY OF COLUMBIA  
P O BOX 1529  
LAKE CITY, FL 32056-1529

Install: COLUMBIA COUNTY  
ROAD DEPARTMENT  
QUINTEN & 25-A  
LAKE CITY, FL 32055

Tax ID#:

State or Local Government Negotiated Contract : 072778900

### Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. C8055H (XEROX C8055H)	<ul style="list-style-type: none"><li>- 1 Line Fax</li><li>- 2/3 Hole Punch</li><li>- Office Finisher Lx</li><li>- Customer Ed</li><li>- Analyst Services</li></ul>	Lease Term:	60 months	- Xerox 7835P S/N MX1184856	7/25/2019
		Purchase Option:	FMV	Trade-In as of Payment 72	

### Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8055H	\$117.01	1: Black and White Impressions	All Prints	\$0.0040	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0390	
Total	\$117.01	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: _____	Phone: ( )-	<b>Keith Norris</b> <b>(386)755-7969</b>	
Signature: _____	Date: _____	For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>	

## 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 Equipment) 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 Equipment is 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; (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; and (6) all payments due and to become due under this Agreement are payable from sources other than ad valorem taxes. Your payment is due within 45 days of the invoice date.

**3. FUNDING.** This provision is applicable to governmental entities only. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all payments due and to become due during the Term can and will lawfully be appropriated and made available to permit your continued utilization of the Products and the performance of its essential function during the Term. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the payments due and to become due under this Agreement in such fiscal period. You acknowledge that appropriation of moneys for payment required under this Agreement is a governmental function that you cannot contractually commit to in advance, and this Agreement does not constitute: (1) a multiple fiscal year direct or indirect debt or financial obligation; (2) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (3) an obligation creating a pledge of or a lien on your tax or general revenues. If your governing board does not approve an appropriation of funds at any time during the Term for payments due and to become due for a fiscal year

during the Term, you will have the right terminate this Agreement on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of payments required hereunder for which funds have been appropriated and budgeted. If you elect to terminate this Agreement, 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). At least 30 days prior to the end of your fiscal year, your chief executive officer (or legal counsel) will certify in writing that (a) despite reasonable efforts to obtain sufficient appropriations, funds have not been appropriated for the ensuing fiscal period, and (b) you have exhausted all funds legally available for the payment of amounts due and to become due under this Agreement. To the extent permitted by applicable law, you will not use this non-appropriation provision as a substitute for convenience termination.

**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.

## Financial Analysis for COLUMBIA COUNTY

Prepared on 7/12/2019

Current Costs										
Trade Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges					Meter Charges	Totals
				Meter	Volume Band	Per Print Rate	A4/PV	Above Plan		
1 7835P MX1184856		\$129.53	Included	BW CLR	All Prints All Prints	\$0.0074 \$0.0650	3,923 1,373	3,923 1,373	\$29.03 \$89.24	\$247.81
Xerox Total		\$129.53	\$0.00				5,296		\$118.28	\$247.81
Grand Total		\$129.53	\$0.00				5,296		\$118.28	\$247.81

Proposed Costs										
New Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges						Totals
				Meter	Volume Band	Per Print Rate	Above Plan	Meter Charges		
1 C805SH (XEROX C805SH)	- Lease - Term: 60 months	\$117.01	Included	1: Black and White Impressions	All Prints	\$0.0040	3,923	3,923	\$15.69	\$186.25
				2: Color Impressions	All Prints	\$0.0390	1,373	1,373	\$53.55	
Total		\$117.01	Included				5,296		\$69.24	\$186.25

Monthly Savings \$61.56  
Annual Savings \$738.72  
Contract savings \$3,693.60

