

10222

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
BIDS AND PROPOSALS

TO: President and Village Board of Trustees
FROM: David A. Hulseberg, Village Manager
DATE: April 26, 2010 Agenda Date: May 6, 2010
TITLE: Copier Trade-In/ Purchase
SUBMITTED BY: Dane Cuny, Deputy Chief

RESULTS:

Date Bids Were Published: Date Bidding Closed:
Total Number of Bids Received:
Total Number of Bidders Meeting Specifications:
Bid Security Required:
Performance Bond Required:
Were Any Bids Withdrawn:
Explanation:
If yes, explain:
Waiver of Bids Requested?
If yes, explain:
Award Recommended to Lowest Responsible Bidder:
If no, explain:

FISCAL IMPACT:

Amount of Award \$24,106

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes No
If yes, was quality of work acceptable Yes No
Was item bid in accordance with Public Act 85-1295? Yes No
Waiver of bids - Public Act 85-1295 does not apply Yes No

REVIEW (as needed):
Finance Director XX *[Signature]*
Village Manager XX *[Signature]*
Date 4/28/10
Date 4/28/10

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 Noon, Wednesday, prior to the Board Agenda distribution.




LOMBARD POLICE DEPARTMENT



Date: April 26, 2010

To: Ray Byrne, Chief of Police

From: Dane Cunny, Deputy Chief of Police 

Re: Copier Trade In/Purchase

The color copier located in our Investigation Unit is approximately five years old and has become unreliable. The lease period on this copier has ended and the copier is now owned by the Village of Lombard. In the past, we have typically moved the old Investigation copier to the Administration area when their leases expire and a new copier is leased for Investigations. The copier currently in Administration is now approximately 10 years old and needs to be updated. Unfortunately, the outgoing copier from Administration is too unreliable and costly for efficient continued service in Administration. The Investigations color copier maintenance costs alone have been averaging \$426 per month, an unacceptable continued expense.

Deputy Chief Rollins has worked with Xerox Corporation to supply Records Unit copiers and their products have proven reliable and well priced. We have examined our copier needs in both Investigations and Administration and have determined that two proposed Xerox copiers will best meet our needs. These units will also have a lower monthly cost for maintenance fees than the old Investigations copier.

This proposed purchase contains a trade in allowance for the color Canon copier in the Investigations and the old Canon Records copier currently abandoned and sitting in the hallway.

The costs for the proposed purchase and maintenance charges are as follows:

Xerox Colorcube 9201 Copier \$18,378.00

Xerox WC6400XF B&W Copier \$5,728.00

Total Purchase \$24,106.00

Estimated per copy maintenance cost for Investigations copier will be \$232.00 per month which compares favorably with the current monthly average maintenance cost of \$426.00. The expense for the copier monthly maintenance is budgeted in the Investigation cost center- 2130.756420.

We had originally proposed to lease the copiers as in the past but upon closer review the lease costs were nearly \$7,000 over the five year lease period making the purchase of these units more cost effective. We have discussed the purchase with Finance Director Tim Sexton and IT Manager Larry McChinnis and they support funding this purchase from Technology Reserve and transferring the Investigations lease budget of \$5,560 from 2130.788400 to Technology Reserve for both FY2010 and FY2011.

Deputy Chief Rollins and I believe the proposed trade in and purchase of these copiers will best service our needs and respectfully request Village Board of Trustee approval.

C Dep. Chief Pat Rollins
Finance Director Tim Sexton
IT Manager Larry McChinnis

ORDINANCE _____

ORDINANCE AUTHORIZING THE SALE AND/OR DISPOSAL
OF MUNICIPAL OWNED PERSONAL PROPERTY

WHEREAS, in the opinion of the Corporate Authorities of the Village of Lombard, it is no longer necessary or useful to or in the best interest for the Village of Lombard to retain the following described personal property:

One Canon Image Runner 7200 Copier serial number DA157119 and one Canon Image Runner 3220 Copier serial number JNC18276

now owned by the Village of Lombard; and

WHEREAS, The Village routinely declares such type of personal property surplus and the best interest of the Village of Lombard will be served by its sale and/or disposal.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS,
as follows:

Section 1: Pursuant to 65 ILCS 5/1-76-4, the President and Board of Trustees find the following described property:

One Canon Image Runner 7200 Copier serial number DA157119 and one Canon Image Runner 3220 Copier serial number JNC18276

now owned by the Village of Lombard are no longer necessary or useful to the Village of Lombard and the best interest of Lombard will be served by its sale/trade-in to Xerox Corporation of Chicago, Illinois toward the purchase of two Xerox Copiers.

Section 2: Pursuant to said 65 ILCS 5/1-76-4, the Village President and Clerk are hereby authorized and directed to sell and/or dispose of the aforementioned personal property now owned by the Village of Lombard.

Section 3: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

Passed on first reading this _____ day of _____, 2010

First reading waived by action of the Board of Trustees this _____ day of _____, 2010

Passed on second reading this _____ day of _____, 2010

_____ Ayes:

Brigitte O'Brien
Village Clerk

ATTEST:

William J. Mueller
Village President

Approved this _____ day of _____, 2010

Absent: _____

Nays: _____

Ordinance No. _____
Page 2



Purchase Agreement

Customer: LOMBARD, VILLAGE OF

Install: VILLAGE OF LOMBARD

FINANCE DEPT

255 E Wilson Ave

Lombard, IL 60148-3931

235 E Wilson Ave Fl

Lombard, IL 60148-3931

State or Local Government Negotiated Contract : 072041702

Solution		Item	Product Description	Agreement Information	Requested Install Date
		1. WC6400XF (WC6400XF WORKCENTRE)	- Carrier Deliv/Instal	Purchase Price: \$5,728.00	5/1/2010

Maintenance Pricing

Item	Monthly	Print Charges	Per Print Rate	Maintenance Plan Features
1. WC6400XF	\$45.15	1 - 3,500 3,501+ All Prints	\$0.0087 \$0.0990	- Term: 12 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$45.15	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.

Signer: Pat Rollins

Phone: (630)873-4466

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and
Monica Turner
(312)849-1418
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 Failures, 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 from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

Purchase Agreement



Customer: LOMBARD, VILLAGE OF

Bill to: VILLAGE OF LOMBARD
 FINANCE DEPT
 1st Fl
 255 E Wilson Ave
 Lombard, IL 60148-3931

Install: LOMBARD ILLINOIS
 POLICE DEPT
 255 E Wilson Ave
 Lombard, IL 60148-3931

State or Local Government Negotiated Contract : 072041702

Solution			
Item	Product Description	Agreement Information	Trade Information
1. 3CQ9201	1. 3CQ9201 (3 MTR COLORQUBE 9201) - Single Line Fax - Office Finisher - Convenience Stapler	Purchase Price: \$18,378.00	- Canon Imagerunner 7200 Trade-In to Xerox - Canon Imagerunner C3220 Trade-In to Xerox
			Requested Install Date: 5/1/2010

Maintenance Pricing

Item	Monthly	Print Charges	Per Print Rate	Maintenance Plan Features
1. 3CQ9201	\$40.00	1: BW CLR 2: CLR LVL2 3: CLR LVL3	\$0.0089	- Term: 12 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$40.00	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.

Signer: Pat Rollins
 Phone: (630)873-4466

Signature: _____
 Date: _____

Thank You for your business!
 This Agreement is proudly presented by Xerox and
 Monica Turner
 (312)849-1418
 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 and 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 you 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).

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.

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmissions from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/audit code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

6. COLORQUBE EQUIPMENT.

A. ColorQube Equipment identified in the Agreement will have one of the following billing plans:

i. A Tier 2 plan is billed using two meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels.

ii. A Tier 3 plan is billed using three meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,900,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,900,000 color pixels (also referred to as Expressive Color).

B. The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.