

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 : Scott Niehaus, Village Manager
DATE : April 28, 2015 Agenda Date: May 7, 2015
TITLE : Request Authorization to Replace Six copiers using the Xerox State of Illinois Joint Purchasing Contract
SUBMITTED BY: Timothy Sexton, Director of Finance

RESULTS:

Date Bids Were Published	<u> N/A </u>	Bidding Closed	<u> N/A </u>		
Bid Security Required		<u> Yes </u>		<u> X </u>	<u> No </u>
Performance Bond Required		<u> Yes </u>		<u> X </u>	<u> No </u>
Were Any Bids Withdrawn		<u> Yes </u>		<u> X </u>	<u> No </u>
Explanation:					
Waiver of Bids Requested?		<u> Yes </u>		<u> X </u>	<u> No </u>
If yes, explain:					
Award Recommended to Lowest Responsible Bidder?		<u> X </u>	<u> Yes </u>		<u> No </u>
If no, explain:					

FISCAL IMPACT:

Engineer's Estimate/Budget Estimate : Approx. \$37,250 for maintenance for the 6 copiers and \$16,160 to replace one color copier.
Amount of Award: Approx. \$25,900 per year plus \$2,578 for Purchase & Accessories
101.120.510.75730 for lease and overage costs / 640.840.840.73920 for purchase of 2 copiers

BACKGROUND

The Village of Lombard uses Xerox copiers in each department. After reviewing the Xerox State of Illinois Joint Purchasing Contract, staff calculated a 3 year savings of approximately \$31,480 compared to our current contracts.

RECOMMENDATION:

Staff recommends the Village BOT award a three year contract to Xerox, using the State of Illinois Joint Purchasing Contract, to provide the Village with a lease/maintenance agreement for four copiers and purchase/maintenance agreement for two copiers.

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

REVIEW (as needed):

Village Attorney XX _____	Date _____
Finance Director XX <u> T. Sexton </u>	Date <u> 4/28/15 </u>
Village Manager XX _____	Date _____



To: Scott Niehaus
Village Manager

From: Tim Sexton
Director of Finance

Date: April 17, 2015

Subject: Request to Replace Six Copiers using the Xerox State of IL Joint Purchasing Contract

For the past two years IT and Finance have been looking at options to reduce our copier costs. In addition to reducing costs, the six copiers are over five years old and are having mechanical issues.

Recently, staff learned that Xerox won the 2014 State of Illinois Joint Purchasing Contract which offers significantly lower rates for both equipment and maintenance prices that we have received in the past. Attached is a spreadsheet that shows the current average annual cost, projected annual cost (includes maintenance and supplies), and estimated savings. The estimated three year savings is \$31,480.

Cannon was also given an opportunity to provide a quote but was not able to compete given the low cost of the Xerox State of Illinois Joint Purchasing Contract.

The Village budgeted \$16,160 to purchase one color copier in 2015 to replace the color copier in the room. This didn't include the price of the annual maintenance. After a thorough review of each department's needs, we have determined the best option is to lease four large volume copiers and purchase two small copiers. The total purchase price for two small copiers and accessories is approximately \$2,578. For security and environmental protection reasons, our current copiers will be turned into Xerox to dispose of properly.

I recommend the BOT award a contract to Xerox to provide the Village with a three year lease/maintenance agreement for four copiers and purchase/maintenance agreement for two copiers.

	Estimated Cost			3 Year Total
	Year 1	Year 2	Year 3	
(1) VH Mail Room (color copier) -- Lease				
Current Annual Cost (based on avg monthly volume)	\$ 22,099	\$ 22,099	\$ 22,099	\$ 66,298
Projected Annual Lease Price + Avg Overage Print Cost (based on current avg monthly volume)	\$ 13,130	\$ 13,130	\$ 13,130	\$ 39,390
Annual Cost Savings:	\$ 8,969	\$ 8,969	\$ 8,969	\$ 26,908

	Estimated Cost			5 Year Total
	Year 1	Year 2	Year 3	
(2) VH Mail Room (b&w copier) -- Lease				
Current Annual Cost (based on avg monthly volume)	\$ 5,226	\$ 5,226	\$ 5,226	\$ 15,677
Projected Annual Lease Price + Avg Overage Print Cost (based on current avg monthly volume)	\$ 4,789	\$ 4,789	\$ 4,789	\$ 14,367
Annual Cost Savings:	\$ 437	\$ 437	\$ 437	\$ 1,310

	Estimated Cost			5 Year Total
	Year 1	Year 2	Year 3	
(3) PD Detectives (color copier)--Lease				
Current Annual Cost (based on avg monthly volume)	\$ 4,185	\$ 4,185	\$ 4,185	\$ 12,556
Projected Annual Lease Price + Avg Overage Print Cost (based on current avg monthly volume)	\$ 3,876	\$ 3,876	\$ 3,876	\$ 11,629
Annual Cost Savings:	\$ 309	\$ 309	\$ 309	\$ 927

	Estimated Cost			5 Year Total
	Year 1	Year 2	Year 3	
(4) Police Dept Records (b&w copier) -- Lease				
Current Annual Cost (based on avg monthly volume)	\$ 3,772	\$ 3,772	\$ 3,772	\$ 11,317
Projected Annual Lease Price + Avg Overage Print Cost (based on current avg monthly volume)	\$ 3,479	\$ 3,479	\$ 3,479	\$ 10,437
Annual Cost Savings:	\$ 293	\$ 293	\$ 293	\$ 879

	Estimated Cost			5 Year Total
	Year 1	Year 2	Year 3	
(5) Police Admin Office (color replace to b&w copier)--Purchase				
Current Annual Cost (based on avg monthly volume)	\$ 984	\$ 984	\$ 984	\$ 2,953
Projected Annual Maint Price + Avg Overage Print Cost (based on current avg monthly volume)	\$ 312	\$ 312	\$ 312	\$ 936
Purchase Price & Accessories	\$ 1,289			\$ 1,289
Annual Cost Savings:	\$ (617)	\$ 672	\$ 672	\$ 728

	Estimated Cost			5 Year Total
	Year 1	Year 2	Year 3	
(6) Police Front Desk (b&w copier)--Purchase				
Current Annual Cost (based on avg monthly volume)	\$ 984	\$ 984	\$ 984	\$ 2,953
Projected Annual Maint Price + Avg Overage Print Cost (based on current avg monthly volume)	\$ 312	\$ 312	\$ 312	\$ 936
Purchase Price & Accessories	\$ 1,289			\$ 1,289
Annual Cost Savings:	\$ (617)	\$ 672	\$ 672	\$ 728

	Estimated Cost			5 Year Total
	Year 1	Year 2	Year 3	
Combined Totals				
Current Average Annual Cost	\$ 37,251	\$ 37,251	\$ 37,251	\$ 111,754
Projected Annual Cost	\$ 25,899	\$ 25,899	\$ 25,899	\$ 77,696
2015 Purchase & Accessories Price	\$ 2,578	\$ -	\$ -	\$ 2,578
Total Estimated Savings	\$ 8,775	\$ 11,353	\$ 11,353	\$ 31,480

Lease Agreement



Customer: LOMBARD, VILLAGE OF

BillTo: VILLAGE OF LOMBARD
255 E WILSON AVE
LOMBARD, IL 60148-3931

Install: VILLAGE OF LOMBARD
VH MAIL ROOM
255 E WILSON AVE
LOMBARD, IL 60148-3931

Tax ID#: .

State or Local Government Negotiated Contract : 072690900

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. 5890APT (5890A PT/COP/4TRAY)	- High Vol Finisher - 3 Hole-hvf Fins	Lease Term: 36 months Purchase Option: FMV	- Xerox 4112CP S/N GYA737549 Trade-In	5/29/2015
2. W7855PT (W7855PT TANDEM)	- 3-hole Punch(fin-lx) - Office Finisher Lx	Lease Term: 36 months Purchase Option: FMV	- Xerox W7655 S/N VDR551486 Trade-In	5/29/2015

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5890APT	\$399.09	1: BLACK	1 - 43,600 43,601+	Included \$0.0025	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W7855PT	\$700.05	1: BLACK 2: COLOR	1 - 35,000 35,001+ 1 - 5,000 5,001+	Included \$0.0025 Included \$0.0375	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$1,099.14	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: Jamie Cunningham

Phone: (630)620-5910

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Alice LeVert
(312)933-6566

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Lease Agreement



BillTo: VILLAGE OF LOMBARD
 255 E WILSON AVE
 LOMBARD, IL 60148-3931

Install: VILLAGE OF LOMBARD
 POLICE DEPT RECORDS
 235 E WILSON AVE
 LOMBARD, IL 60148-3969

Tax ID#: .

State or Local Government Negotiated Contract : 072690900

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. 5865APT (5865A PT/COP/4TRAY)	- Office Finisher-rohs	Lease Term:	36 months	- Xerox WC5665 S/N WTM003826	5/29/2015
		Purchase Option:	FMV	Trade-In	
2. W7830P (W7830P PRNTR 3TRAY)	- Integrated Ofc Fin - 1 Line Fax - Convenience Stapler	Lease Term:	36 months	- Xerox COLORQUBE 1 TIER	5/29/2015
		Purchase Option:	FMV	PLAN S/N BRE238326	
				Trade-In	

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5865APT	\$289.93	1: BLACK	1 - 29,500 29,501+	Included \$0.0025	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W7830P	\$323.04	1: BLACK	1 - 7,500 7,501+	Included \$0.0025	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	1 - 2,500 2,501+	Included \$0.0375	
Total	\$612.97	Minimum Payments (Excluding Applicable Taxes)			

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 Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software 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 Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



Introductory Pricing

You are receiving special Introductory Pricing. Your Minimum Payment for Products identified in the Pricing Detail table below will be adjusted during the Introductory Pricing period as set forth in the Pricing Detail table, and will be different from the Minimum Payment during the balance of this Agreement. The Pricing Detail table illustrates how the Minimum Payment will be affected during the Introductory Pricing period.

Monthly Minimum Pricing Summary for all 2 items to be installed at this location during the 3 Month Introductory Period

	Month 1	Month 2	Month 3	Full Amount
Maintenance	\$0.00	\$0.00	\$0.00	\$52.00
Total	\$0.00	\$0.00	\$0.00	\$52.00

Introductory Pricing Detail for Each Applicable Item

Item	Contract Months	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
1. WC3615DN	1 - 3	\$0.00	1: BW	1 - 3,000 3,001+	Included \$0.0000	- Full Service Maintenance Included for all prints
2. WC3615DN	1 - 3	\$0.00	1: BW	1 - 3,000 3,001+	Included \$0.0000	- Full Service Maintenance Included for all prints

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. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees. These adjustments will occur at the commencement of each annual contract cycle.

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 Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software 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 Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.