



City of Alachua

TRACI L. CAIN
CITY MANAGER

G.B. WILSON, J.D.
COMPLIANCE & RISK MANAGEMENT DIRECTOR

Name: Robert Bonetti, Director

Department: Finance

☒ Approved Xerox Copier (4) Leases ☐ Returned –

COMMENTS: The Xerox 48 month lease, as amended 09/14/2015, is approved. City Manager initial "cross out change" to paragraph 6 and sign Lease after City Commission approval at 9-28-15 meeting.

G. Wilson

Compliance & Risk Management Director

September 14, 2015

Date

Lease Agreement



Customer: ALACHUA, CITY OF

Bill To: CITY OF ALACHUA
PO BOX 6
ALACHUA, FL 32616-0006

Install: CITY OF ALACHUA
15100 NW 142ND ST
ALACHUA, FL 32615

Tax ID#

State or Local Government Negotiated Contract : 072533100

Solution		Agreement Information	Requested Install Date
Item	Product Description		
1. W7845PT (W7845PT TANDEM)	<ul style="list-style-type: none">- 2/3 Hole Punch- 1 Line Fax- Office Finisher Lx- Customer Ed- Analyst Services	Lease Term: 48 months Purchase Option: \$1.00	10/1/2015
2. W7855PT (W7855PT TANDEM)	<ul style="list-style-type: none">- 2/3 Hole Punch- 1 Line Fax- Office Finisher Lx- Customer Ed- Analyst Services	Lease Term: 48 months Purchase Option: \$1.00	10/1/2015
3. W7845PT (W7845PT TANDEM)	<ul style="list-style-type: none">- 2/3 Hole Punch- 1 Line Fax- Office Finisher Lx- Customer Ed- Analyst Services	Lease Term: 48 months Purchase Option: \$1.00	10/1/2015
4. W7845PT (W7845PT TANDEM)	<ul style="list-style-type: none">- 2/3 Hole Punch- 1 Line Fax- Office Finisher Lx- Customer Ed- Analyst Services	Lease Term: 48 months Purchase Option: \$1.00	10/1/2015

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 5 pages including this face page.

Signer: Traci L. Cain

Phone: (386) 418-6166 x124

Signature: _____

Date: _____

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

Natalie Bernard
(352) 222-6194

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



Lease Agreement



Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7845PT	\$205.72	1: BLACK 2: COLOR	All Prints All Prints	\$0.0056 \$0.0540	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W7855PT	\$252.49	1: BLACK 2: COLOR	All Prints All Prints	\$0.0051 \$0.0520	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. W7845PT	\$205.72	1: BLACK 2: COLOR	All Prints All Prints	\$0.0056 \$0.0540	- Consumable Supplies Included for all prints - Pricing Fixed for Term
4. W7845PT	\$205.72	1: BLACK 2: COLOR	All Prints All Prints	\$0.0056 \$0.0540	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$869.65	Minimum Payments (Excluding Applicable Taxes)			

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 4 items to be installed at this location during the 3 Month Introductory Period

Products	Month 1	Month 2	Month 3	Full Amount
	\$869.65	\$869.65	\$869.65	\$869.65
Total	\$869.65	\$869.65	\$869.65	\$869.65

Introductory Pricing Detail for Each Applicable Item

Item	Contract Months	Product Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
1. W7845PT	1 - 3	\$205.72	1: BLACK 2: COLOR	All Prints All Prints	\$0.0011 \$0.0256	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
2. W7855PT	1 - 3	\$252.49	1: BLACK 2: COLOR	All Prints All Prints	\$0.0010 \$0.0256	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
3. W7845PT	1 - 3	\$205.72	1: BLACK 2: COLOR	All Prints All Prints	\$0.0011 \$0.0256	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
4. W7845PT	1 - 3	\$205.72	1: BLACK 2: COLOR	All Prints All Prints	\$0.0011 \$0.0256	- Full Service Maintenance Included for all prints - Consumable Supplies charge only

Lease Agreement



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 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.

Financial Information

6. TAX TREATMENT. Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(a) of the Code. Such compliance includes the execution of 8038-C or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) of the Code or the regulations thereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

Item	Finance Activity	Int. Rate	Total Int. Payable
1. W7845PT	- New Xerox Agreement (Govt. Form 8038)	11.75%	\$1,986.12
2. W7855PT	- New Xerox Agreement (Govt. Form 8038)	11.75%	\$2,437.92
3. W7845PT	- New Xerox Agreement (Govt. Form 8038)	11.75%	\$1,986.12

INITIAL

Lease Agreement



Terms and Conditions

Item	Finance Activity	Int. Rate	Total Int. Payable
4. W7845PT	New Xerox Agreement (Govt. Form 8038)	11.75%	\$1,986.12