



Meeting Date: 11/09/16

From (Dept): Community Dev

Signature: Lonnie Smith  
Department Director

Approved for  
Agenda: [Signature]  
City Manager

**Official Use Only**

Reviewed by  
City Attorney: \_\_\_\_\_

Council Action: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Copier lease for Public Services

**Request For Approval:** Agreement LEA#2016-03 Request to approve copier lease from Xerox

**SUMMARY EXPLANATION & BACKGROUND:**  
Public Services is in need of a new Printer/Copier/Scanner. The old model is obsolete and parts are difficult if not impossible to find. Xerox offers State contract pricing and has quoted the following:

Model	PPM	Lease/mo(48mo)	B&W copy(each)
Xerox5335	35	\$115.73	.0093

This purchase was planned and was included in the 2016-17 budget. The scanning application on the old copier is not working properly and continues to cause problems with the newer PC operating systems. The quote is also lower than the same model that we contracted for Utility Billing 2 yrs ago (\$119.10/mo).

**FISCAL INFORMATION:** Total 12 month lease amount is \$1,388.76. Funds budgeted FY16-17 Roads & Streets \$480, Water Fund \$480, Sewer Fund \$480. Total budgeted \$1,440.00

**PROCUREMENT METHOD:** Quotes from Xerox with State Contract pricing

**PURCHASE REQUISITION NUMBER:**

**RECOMMENDED ACTION:** Approve new lease for Xerox 5335 for Public Services

Initiated by: Lonnie Smith

# Lease Agreement



Customer: DUNNELLON, CITY OF

Bill To: CITY OF DUNNELLON  
20750 RIVER DR  
DUNNELLON, FL 34431-6744

Install: CITY OF DUNNELLON  
PUBLIC WORKS  
DEPARTMENT  
11924 BOSTICK ST  
DUNNELLON, FL 34432-5873

State or Local Government Negotiated Contract : 072533100

## Solution

Item	Product Description	Agreement Information	Requested Install Date
1. WC5335PT (WC5335 PRINTR/TANDEM)	<ul style="list-style-type: none"> <li>- Postscript 3</li> <li>- Network Scan</li> <li>- Customer Ed</li> <li>- Analyst Services</li> </ul>	Lease Term: 48 months Purchase Option: <del>\$1.00</del> \$0 x	11/10/2016

## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC5335PT	\$115.73	1: Total	All Prints	\$0.0093	<ul style="list-style-type: none"> <li>- Consumable Supplies Included for all prints</li> <li>- Pricing Fixed for Term</li> </ul>
Total	\$115.73	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: \_\_\_\_\_

Phone: (352)465-8500

Signature:  \_\_\_\_\_

Date: \_\_\_\_\_

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

**Robert DeMarco**  
**(352)867-8500**

For information on your Xerox Account, go to  
[www.xerox.com/AccountManagement](http://www.xerox.com/AccountManagement)





**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 the item to be installed at this location during the 3 Month Introductory Period**

	Month 1	Month 2	Month 3	Full Amount
Product	\$115.73	\$115.73	\$115.73	\$115.73
<b>Total</b>	<b>\$115.73</b>	<b>\$115.73</b>	<b>\$115.73</b>	<b>\$115.73</b>

**Introductory Pricing Detail for Each Applicable Item**

Item	Contract Months	Product Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
<b>1. WC5335PT</b>	1 - 3	\$115.73	1: Total	All Prints	\$0.0037	- Full Service Maintenance Included for all prints - Consumable Supplies charge only

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 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(e) of the Code. Such compliance includes the execution of 8038-G 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) 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. WC5335PT	- New Xerox Agreement (Govt. Form 8038)	11.75%	\$1,117.56

WorkCentre®  
5325 / 5330 / 5335  
Tabloid-size  
Black-and-white  
Multifunction Printer



Xerox® WorkCentre®  
5325 / 5330 / 5335  
Multifunction Printer  
Optimized office efficiency



# WorkCentre® 5325 / 5330 / 5335 Multifunction Printer

The highly modular WorkCentre 5300 series multifunction printer gives today's fast-paced office environments a critical productivity advantage. The tasks you perform daily become more efficient, while intensive workplace processes are optimized with customizable workflow solutions that easily handle your unique business requirements.

## Reduce costs with superior workgroup efficiency

With exceptional copier performance and the option of adding powerful printing, scanning and faxing, the WorkCentre 5300 series is built to perform as a consistently high level. Plus, multiple levels of cost-control capabilities let you easily manage expenses by limiting, tracking and assigning costs.

- **Faster results.** Print and copy speeds of up to 35 ppm keep pace with even the busiest environments.
- **Automated workflows.** Save time and increase efficiency with convenient features that automate routine tasks. For example, Fax Forward to Email automatically sends your incoming faxes from the device directly to your computer's email in-box.
- **Powerful scanning.** Improve the way you work with a host of scanning features, such as Scan to Folder<sup>1</sup>, Network Scanning<sup>1</sup>, Scan to Text-searchable PDF<sup>1</sup>, and standard color scanning. Convert hard copies into digital files for automatic routing and archiving. Preview scans and documents stored on the device right on the color touch screen, and you can access documents faster with advanced file compression that dramatically shrinks file sizes.
- **Walk-up simplicity.** Scan to/print from USB functionality lets you print from and scan to a USB memory device for faster document delivery when you're not at your computer.
- **Limit and track usage.** With Xerox Standard Accounting, administrators can set limits for individual users on the number of print, copy, scan, and fax jobs, and account for device activity at the user, group or department level.
- **Experience true multitasking.** The WorkCentre 5300 series lets users perform five tasks at once: RIP, receive, program ahead, process the queue, and transmit. This advanced capability lets you copy, print, scan or fax even while other jobs are running.

## Total peace of mind

The WorkCentre 5300 series features state-of-the-art technologies for optimized security at the device and on the network.

- **Keep your documents safe at all times.** With Secure Print, jobs are stored in a separate queue until the intended recipient chooses which jobs to release for printing. Plus, users can convert hard copies to secure digital files with the Scan to Password-protected PDF feature.
- **Prevent unauthorized access.** Powerful features such as standard network authentication<sup>2</sup>, with available technologies like Secure Access Unified ID System® and Common Access Card Enablement Kit, ensure only authorized users can access the device.
- **Maintain information integrity.** 256-bit hard disk encryption and overwrite uses the FIPS 140-2 standard to ensure your data stays secure.
- **Stay secure.** Sensitive data stays private over your network thanks to network authentication and encrypted email, plus built-in support for IPsec, 802.1X and SNMPv3.0 — the latest security protocols.

## The right fit for every environment

The space-saving WorkCentre 5300 series benefits your office and the outside world, with cutting-edge engineering that delivers big reductions in energy consumption.

- **Smaller footprint.** Save valuable office space with a device that's just the right fit.
- **Quiet operation.** The WorkCentre 5300 produces less noise, letting you keep the device close by for distraction-free convenience.
- **Xerox technology advantages.** Our EA Toner with low-melt technology achieves minimum fusing temperature at 68 degrees F (20 degrees C) less than conventional toner. Plus, our LED scanner consumes just one-third the power of traditional Xenon lamps. You get significant energy savings and brilliant, glossy output — even on ordinary paper.
- **Standard duplexing.** The WorkCentre 5300 series comes with standard two-sided printing, helping you save paper and money.
- **ENERGY STAR® qualified.** The WorkCentre 5300 series meets the stringent ENERGY STAR requirements for energy usage.

<sup>1</sup> With Network Scan Kit; <sup>2</sup> Copier/printer/scanner only.

## Xerox® Workflow Solutions take your WorkCentre 5300 series multifunction printer to a higher level of office optimization.



Xerox® Mobile Print Solution is just one of many personalized solutions you access right from the touch screen interface.

Transform the way your organization gets vital work done with the power of Xerox Workflow Solutions. When people work efficiently, in less time and with fewer steps, productivity goes up. Stress goes down. So do errors. Whether you have only a few people on your team or a very large workgroup, Xerox knows it's about streamlining your workflow — and it starts by using Xerox® Workflow Solutions right from your WorkCentre 5300 series device.

### Xerox® Mobile Print Solution

With Xerox, being mobile has never been easier. Xerox makes mobile printing simpler and more convenient, while keeping your business secure. That's why we're empowering today's mobile professionals with the freedom to send print jobs from any email-enabled device.



**1** The innovative touch screen on the WorkCentre 5300 series front panel makes walk-up operation easy as can be. It features a 7-inch full-color display with bright icons and intuitive navigation for optimal ease-of-use.



**2** Front-panel USB port makes it fast and easy to print from or scan to any standard USB memory device.

**3** 110-sheet Duplex Automatic Document Feeder (DADF) quickly processes single- or double-sided originals.

**4** 50-sheet bypass tray for specialty media and custom sizes.

**5** The optional 2,000-sheet High Capacity Feeder\* brings maximum paper capacity to 5,090 sheets.

**6** Standard paper input includes your choice of two 520-sheet trays with a stand or a 2000-sheet High Capacity Tandem Tray.



**7** Space-saving Integrated Office Finisher with convenient single-position stapling.

**8** Office Finisher LX adds 2,000-sheet stacking, multi-position stapling and optional booklet maker.



## Flexibility with room to grow

Choose a powerful tabloid-size copier and add printing, scanning and faxing capabilities to optimize your workgroup's productivity. As your work volume increases, the WorkCentre 5300 series is ready to expand to meet your business needs.

### WorkCentre® 5300 Series Quick Facts

- Print and copy at up to 35 ppm
- Powerful scan and fax solutions
- Print up to 11 x 17 in. / A3
- Up to 1200 x 1200 dpi print resolution
- Max paper capacity: 5,090 sheets
- Best-in-class security — Full System Common Criteria Certified (ISO 15408)
- Xerox® Workflow Solutions built on the Xerox Extensible Interface Platform® (EIP)



**WxDxH:**  
23.5 x 25.1 x 43.9 in.  
597 x 637.5 x 1,115 mm



WorkCentre 5335 with High-Capacity Tandem Tray

\* Requires High-Capacity Tandem Tray

# WorkCentre® 5325 / 5330 / 5335



		WorkCentre 5325 / 5330 / 5335 Copier	WorkCentre 5325 / 5330 / 5335 Copier/Printer/Scanner
<b>Speed</b>		Up to 25 / 30 / 35 ppm	
<b>Duty Cycle</b>		100,000 / 125,000 / 150,000 pages per month	
<b>Memory</b>		1 GB plus 160 GB hard drive	1 GB plus 160 GB hard drive / 2 GB with optional PostScript Kit
<b>Paper Handling</b> Paper input	Standard	<b>Duplex Automatic Document Feeder:</b> 110 sheets; Standard sizes: 5.5 x 8.5 in. / 11 x 17 in. / A5 to A3; Custom sizes: 3.3 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm	
	Choose one	<b>Bypass Tray:</b> 50 sheets; Custom sizes: 3.5 x 3.9 in. to 11.7 x 17 in. / 89 x 98 mm to 297 x 432 mm	
	Optional	<b>Trays 1 and 2 with Stand:</b> 520 sheets each; Sizes: Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm	
		<b>High-Capacity Tandem Tray:</b> 2,000 sheets; Standard Sizes: 8.5 x 11 in. and 7.25 x 10.5 in. / A4 or B5	
		<b>High-Capacity Feeder*:</b> 2,000 sheets; Standard Sizes: 8.5 x 11 in. and 7.25 x 10.5 in. / A4 or B5	
		<b>Envelope Tray:</b> Up to 60 envelopes: #10 commercial, Monarch, DL, C5, Custom sizes: 3.9 x 5.8 in. to 6.4 x 9.5 in. / 98 x 148 mm to 162 x 241 mm	
Paper output	Standard	<b>Dual Catch Tray:</b> 250-sheets each; Lower output offset	
	Optional	<b>Integrated Office Finisher:</b> 500-sheet stacker, 50 sheets stapled, single-position stapling	
		<b>Office Finisher LX:</b> 2,000-sheet stacker, 50 sheets stapled, 3-position stapling, optional hole-punch, optional booklet maker (score, saddle stitch)	
		<b>Convenience Stapler:</b> Staples 50 sheets	
Automatic two-sided printing	Standard		
<b>Copy</b>	First-page-out-time	WorkCentre 5325/5330: As fast as 4.2 seconds; WorkCentre 5335: As fast as 4.0 seconds	
Resolution (max)		600 x 600 dpi	
Copy features		Automatic two-sided, Electronic pre-collation, Automatic tray selection, Build Job, Negative/Mirror image, Automatic booklet creation, Multi-up, Auto RE, Mixed-size originals, Covers insertion, Sample set, Book copying, Annotation, Delete Outside/Delete Inside, Poster mode, Watermarks, ID Card Copy, Page Layout, Form Overlay, Background Suppression	
<b>Print</b>	First-page-out-time		As fast as 11.0 seconds
	Resolution (max)		1200 x 1200 dpi
	Connectivity		10/100/1000Base-TX Ethernet, High-Speed USB 2.0 direct print
	Page description languages	Optional	PCL® 5e, PCL 6, HP-GL/HP-GL2, TIFF/PDF, XPS®, Optional Adobe® PostScript® 3™
	Print features		Automatic two-sided, Secure print, Delay print, Sample set, Booklet creation, Cover selection, Paper selection by attribute, N-up, Watermarks, Banner sheets, Fit to new paper size, Output tray selection, Print from USB
			Automatic two-sided, Secure print, Delay print, Sample set, Booklet creation, Cover selection, Paper selection by attribute, N-up, Watermarks, Banner sheets, Fit to new paper size, Output tray selection, Print from USB
<b>Scan</b>	Standard		PDF, Linearized PDF, PDF/A, TIFF, JFIF, JPEG, XPS, Color Scan, Scan to Email, Scan to Folder
	Optional	Optional	Scan to PC Desktop®, Network Scan Kit (Text Searchable PDF, MRC compression, Thumbnail Preview, Various Xerox® Business Innovation Partner Solutions)
<b>Fax Kit</b>		Optional	Walkup PSTN fax (one-line and three-line options) with Internet fax, Fax over IP (T.38) Kit, Network Server Fax Enablement Kit, Speed Dials (up to 2,000)
			LAN Fax via driver, Fax Forward, Two-sided Send and Receive, Print on / Fax up to 11 x 17 in. / A3, Fax Build Job
<b>Accounting</b>	Standard	Auditron	Auditron, Xerox® Standard Accounting (Copy, Print, Fax, Scan)
	Optional	NA	Network Accounting Enablement Kit (Various Xerox Business Innovation Partner Solutions)
<b>Security</b>	Standard	256-bit Hard Disk Encryption, Image Overwrite	Secure Print, Authentication with LDAP/Kerberos/SMB/CAC, Password Protected PDF, FIPS 140-2 encryption, S/MIME Encrypted Email, IPsec, 802.1X, SNMP v3.0, Email over SSL, LDAP over SSL, Image Overwrite, 256-bit Hard Disk Encryption, Audit Log
	Optional	NA	CAC, Secure Access Unified ID System®
<b>Other Options</b>		Common Access Card Enablement Kit, Foreign Device Interface, Unicode Kit	

\* Requires High-Capacity Tandem Tray



For more information, call 1-800-ASK-XEROX or visit us at [www.xerox.com/office](http://www.xerox.com/office)



©2012 Xerox Corporation. All rights reserved. Contents of this publication may not be reproduced in any form without permission of Xerox Corporation. XEROX® and XEROX and Design® are trademarks of Xerox Corporation in the United States and/or other countries. As an ENERGY STAR® partner, Xerox Corporation has determined that this product meets the ENERGY STAR guidelines for energy efficiency. ENERGY STAR and the ENERGY STAR mark are registered U.S. marks. All other trademarks are the property of their respective manufacturers. The information in this brochure is subject to change without notice. BR146. Updated 6/12 610P730289D W5BBR-01UE