



City of Grand Island

Tuesday, September 25, 2012

Council Session

Item G13

#2012-266 - Approving 24 Month Agreement for Five City Hall Copiers Maintenance and Supplies with Capital Business Systems Inc./Modern Methods

Staff Contact: Jaye Monter

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 25, 2012

Subject: Approving 24 Month Agreement for City Hall Copier Maintenance & Supplies with Capital Business Systems Inc./Modern Methods

Item #'s: G-13

Presenter(s): Jaye Monter, Finance Director

Background

On February 27, 2007, Council approved a 36 month Lease Agreement with Modern Methods for five Copier/Printer/Scanners in City Hall for \$48,792.00 with a \$1 buyout at the end of the term. In addition, the City would pay a per copy/print cost which amounted to approximately \$10,000 per year.

In March 2010, The City of Grand Island opted to retain the existing copiers and purchased a one year Maintenance Agreement with a per copy/print cost amounting to \$7,668.80.

In March 2011, The City of Grand Island opted to purchase a one year Maintenance Agreement with Modern Methods with a per copy/print cost amounting to \$8,572.54.

In March 2012, The City of Grand Island opted to purchase a 6 month Maintenance Agreement with Modern Methods with a per copy/print cost amounting to \$6,250.96.

Discussion

During the last six months, Finance analyzed the remaining useful lives of the five copiers and have replaced the Copier/Printer/Scanner located in the Finance Department under state contract at a cost of \$6,405. Life expectanties of the remaining four copiers located in the Mailroom, Public Works, Utility Administration and Administration suites deem adequate to renew a 24 month Maintenance Agreement with Capital Business Systems Inc./Modern Methods.

Rates per copy will remain the same as the previous 6 month agreement for the (4) suite copiers. The Maintenance Agreement covers all parts, labor and supplies (excluding

staples and paper). The Agreement states we agree to pay per copy/print costs at a Cost per Copy of: \$.00979 for the (3) model LANIER LD345SP and (1) model LANIER MP-5002sp. The cost for the Mail Room model LANIER LD160C agreed upon per copy/print is \$.00795 B/W and \$.0705 COLOR for 24 months.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the 24 month Maintenance Agreements with Capital Business Systems Inc./Modern Methods.
2. Request Bids to replace Copiers in City Hall

Recommendation

City Administration recommends the Council approve the 24 month Maintenance Agreement with Capital Business Systems Inc./Modern Methods for Cost per copy/print of: \$.00979 for the (3) model LANIER LD345SP and (1) model LANIER MP-5002sp and \$.00795 B/W; \$.0705 /COLOR for the Mail Room model LANIER LD160C for 24 months.

Sample Motion

Move to approve the 24 month Maintenance Agreement with Capital Business Systems Inc./Modern Methods.



Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100EAST FIRST ST,PO BOX1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345sp	I930 ADMIN/LEGAL	74900773	

Contract Term: 24 months. Start: 10/12/12 End: 10/12/14
Month/Day/Year Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ _____)
- Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional color copies billed at _____ billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional black copies billed at .00979 billed ☒ month ☐ quarter ☐ year.
- Approximate toner and ink yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle
_____ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X

Customer Acceptance
Capital Business Systems/Modern Methods

Title SERVICE MNG
Title

Date 6/20/12
Date
Revised: 7/30/2007

CAPITAL BUSINESS SYSTEMS/MODERN METHODS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies other than supplies provided by Modern Methods. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

Name

Title

Date Approved



Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100 EAST FIRST ST, PO BOX 1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345sp	I965 BLDG	75000739	

Contract Term: 24 months. Start: 10/12/12 End: 10/12/14
Month/Day/Year Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ _____)
- Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional color copies billed at _____ billed ☐ month ☐ quarter ☐ year.
- Black copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional black copies billed at .00979 billed ☒ month ☐ quarter ☐ year.
- Approximate toner and ink yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle
_____ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X

Customer Acceptance
Capital Business Systems/Modern Methods

SERVICE

Title
Title

Date
6-26-12
Date
Revised: 7/30/2007

CAPITAL BUSINESS SYSTEMS/MODERN METHODS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
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14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
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22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

Name

Title

Date Approved



Maintenance & Supply Agreement

S H I P T O	Customer Name	B I L L T O	Customer Name
	Address		City Of Grand Island
	Telephone #		Address 100 East First Street Grand Island, NE 68801
	Attention		Telephone # (308) 385-5444
			Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
Lanier MP-5002sp			

Contract Term: _____ months.

Start: _____
Month/Day/Year

End: **October 12, 2012**
Month/Day/Year

Beginning Meter Reading:

Color: _____
Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: _____ (Billed _____ at \$ _____)
- Color copies/prints included: _____ per _____
Additional color copies billed at _____ billed _____
☐ month ☐ quarter ☐ year.
☐ month ☐ quarter ☐ year.
- Black copies/prints included: _____ per _____
All black copies billed at \$0.00979 billed _____
☐ month ☐ quarter ☐ year.
☐ month ☐ quarter ☐ year.
- Approximate toner and ink yields _____ color copies per _____
_____ black copies per _____
☐ carton ☐ cartridge ☐ bottle
☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: On 10/12/2012 this Lanier MP-5002sp will be included onto the mutually agreed 24 month SMP at .00979 with the remaining three LD345's!

X			<u>6-26-12</u>
	Customer Acceptance	Director	Date
	Capital Business Systems	SERVICE MNG	<u>6-26-12</u>
		Title	Date

Revised: 7/30/2007

CAPITAL BUSINESS SYSTEMS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
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7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Capital Business Systems personnel or the use of supplies other than supplies provided by Capital Business Systems. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Capital Business Systems established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
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14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner bags, ink, and masters remain with Capital Business Systems until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
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23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems has no further obligation at that time.


Name

Finance Director
Title

6.26.12
Date Approved



Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100 EAST FIRST ST, PO BOX 1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD160c	I973 Mailroom	612000928	

Contract Term: 24 months.

Start: 10/11/12
Month/Day/Year

End: 10/12/14
Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

- Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.
- Annual Base Rate: (Billed _____ at \$ _____)
- Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional color copies billed at .0705 billed ☒ month ☐ quarter ☐ year.
- Black copies/prints included: _____ per ☐ month ☐ quarter ☐ year.
Additional black copies billed at .00795 billed ☒ month ☐ quarter ☐ year.
- Approximate toner and ink yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle
_____ black copies per ☐ carton ☐ cartridge ☐ bottle
- For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X

Customer Acceptance
Capital Business Systems/Modern Methods

SERVICE MAN
Title

Date
6/20/12
Date
Revised: 7/30/2007

CAPITAL BUSINESS SYSTEMS/MODERN METHODS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
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7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies other than supplies provided by Modern Methods. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

Name

Title

Date Approved



Maintenance & Supply Agreement

SHIP TO	Customer Name CITY OF GRAND ISLAND	BILL TO	Customer Name
	Address 100 EAST FIRST ST, PO BOX 1968		Address
	Telephone #		Telephone #
	Attention		Attention

POOL BILLING: Yes ☐ No ☐

Make/Model	ID #	Serial #	Annual Base Rate
LD345sp	I966 UTILITY	75000818	

Contract Term: 24 months.

Start: 10/12/12
Month/Day/Year

End: 10/12/14
Month/Day/Year

Beginning Meter Reading:

Color: _____

Black: _____

Other Meter: _____

Terms of Agreement:

1. Maintenance Agreement covers all parts, labor, and supplies. Supplies will be shipped at the request of the customer. Paper, staples, and masters for duplicators are excluded and must be purchased separately by the customer.

2. Annual Base Rate: (Billed _____ at \$ _____)

3. Color copies/prints included: _____ per ☐ month ☐ quarter ☐ year.

Additional color copies billed at _____ billed ☐ month ☐ quarter ☐ year.

4. Black copies/prints included: _____ per ☐ month ☐ quarter ☐ year.

Additional black copies billed at .00979 billed ☒ month ☐ quarter ☐ year.

5. Approximate toner and ink yields _____ color copies per ☐ carton ☐ cartridge ☐ bottle

_____ black copies per ☐ carton ☐ cartridge ☐ bottle

6. For duplicators, all masters will be billed at _____ ¢ per master. Billing will be completed on a quarterly basis.

Capital Business Systems, Inc. / Modern Methods reserves the right to increase the cost of contract annually during the contract period.

This is a non-cancelable contract - customer acknowledges to have read the terms above and on the reverse side, and agrees to all of these terms & conditions.

Special Provisions: _____

X

Customer Acceptance
Capital Business Systems/Modern Methods

SERVICE MNG
Title
Title

Date
6/20/12
Date
Revised: 7/30/2007

CAPITAL BUSINESS SYSTEMS/MODERN METHODS
Maintenance & Supply Agreement

1. This agreement shall become binding when it has been accepted by a Capital Business Systems/Modern Methods manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Modern Methods during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems/Modern Methods normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Modern Methods personnel or the use of supplies **other than supplies provided by Modern Methods**. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Modern Methods established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems/Modern Methods with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner bags, ink, and masters remain with Capital Business Systems/Modern Methods until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems/Modern Methods agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems/Modern Methods, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems/Modern Methods, as outlined in this Agreement.
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22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems/Modern Methods has no further obligation at that time.

Name

Title

Date Approved

RESOLUTION 2012-266

WHEREAS, on February 27, 2007, by Resolution 2007-50, the City of Grand Island entered into a three year lease for the use of copy machines within City Hall; and

WHEREAS, on March 9, 2010 by Resolution 2010-70 the City of Grand Island opted to buy the copiers for \$1.00, and entered into a one year Maintenance agreement for the five copy machines agreeing to pay per copy/print costs at a Cost per Copy of: \$.0084 for model LANIER LD345. The cost for model LANIER LD160C agreed upon per copy/print is \$.0062 B/W and \$.055 COLOR. The Maintenance Agreement covered all parts, labor, and supplies (excluding paper and staples); and

WHEREAS, on March 11, 2011 by Resolution 2011-58 the City of Grand Island entered into a one year Maintenance agreement for the five copy machines agreeing to pay per copy/print costs at a Cost per Copy of: \$.008904 for model LANIER LD345. The cost for model LANIER LD160C agreed upon per copy/print is \$.006572 B/W and \$.0583 COLOR. The Maintenance Agreement covered all parts, labor, and supplies (excluding paper and staples); and

WHEREAS, in March 2012, by Resolution 2012-76 the City of Grand Island opted to purchase a six month Maintenance Agreement with Modern Methods. The agreement set the cost per Copy of: \$.00979 for (4) model LANIER LD345. The cost for model LANIER LD160C agreed upon per copy/print was \$.00723 B/W and \$.06413 COLOR. The Maintenance Agreement covered all parts, labor, and supplies (excluding paper and staples).

WHEREAS, it has been deemed adequate to renew the Maintenance agreement for a period of 24 months; which states the City of Grand Island agrees to pay per copy/print costs of: \$.00979 for the (3) model LANIER LD345SP and (1) LANIER MP-502sp. The cost for the model LANIER LD160C per copy/print is \$.00795 B/W and \$.0705 COLOR. The Maintenance Agreement from October 11, 2012 thru October 11, 2014, covers all parts, labor, and supplies (excluding paper and staples); and

WHEREAS, the proposed agreements have been reviewed and approved by the City Attorney's office;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 24 month Maintenance agreement as stated above by and between the City and Capital Business Systems, Inc./Modern Methods, is hereby approved.

BE IT FURTHER RESOLVED, that the mayor is hereby authorized and directed to execute such agreements on behalf of the City Of Grand Island.

- - -

Approved as to Form	☐ _____
September 21, 2012	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, September 25, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk