

# **City of Scottsbluff, Nebraska**

**Monday, April 17, 2017**

**Regular Meeting**

## **Item Reports7**

**Council to consider approval of the Copier Connection  
Maintenance Contract for the Police Department and authorize the  
Mayor to execute the agreement.**

**Staff Contact: Kevin Spencer, Police Chief**

# Agenda Statement

Item No.

For meeting of: April 17, 2017

**AGENDA TITLE:** 1 year Full Service Contract Toner Inclusive

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Police Department

**PRESENTATION BY:** Nathan Johnson, City Manager and Kevin E. Spencer, Chief of Police

**SUMMARY EXPLANATION:**

Capital Business Systems, Inc. 1 year service agreement includes all required maintenance on the Canon image RUNNER ADVANCE C5550i copier as required through normal and customary usage of said copier. The contract is limited to parts, labor and toner as a result of customary and normal use. Specific exclusions from coverage under the agreement are damage due to negligence, accidents or misuse by purchaser or its employees, damage as a result of any crime or vandalism, damage due to the effects of fire, natural forces, and damage caused from the use of toner and paper that does not meet Canon specifications. The contract includes Black and Color Toner. Contract will be renewed for a minimum of one year.

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

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**EXHIBITS**

|             |           |             |         |          |
|-------------|-----------|-------------|---------|----------|
| Resolution: | Ordinance | XX Contract | Minutes | Plan/Map |
|-------------|-----------|-------------|---------|----------|

Other (specify) Attached form and signature areas

**NOTIFICATION LIST:** Yes      No      Further Instructions

\_\_\_\_\_  
**APPROVAL FOR SUBMITTAL:**

\_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk



## AFTERMARKET SUPPORT AGREEMENT

### Customer Bill To:

Customer Name: City of Scottsbluff Police Department

Address: 1801 Avenue B Scottsbluff, NE 69361

Telephone: (308) 630-6267

Attention:

Email:

### Customer Ship To:

Customer Name: City of Scottsbluff Police Department

Address: 1801 Avenue B Scottsbluff, NE 69361

Telephone: (308) 630-6267

Attention: Crystal

Email: cwilson@scottsbluff.org

| DEVICES | Make, Model, Included Accessories | Serial # | ID# | Base Payment<br><input checked="" type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Annually | Beginning Meter Reading |       | Image Allowance<br><input type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Annually |       | Excess Per Image Charge (Plus Tax) |         |
|---------|-----------------------------------|----------|-----|--|-------------------------|-------|--|-------|------------------------------------|---------|
|         |                                   |          |     |  |                         |       |  |       |                                    |         |
|         |                                   |          |     |  | B & W                   | Color | B & W  | Color | B & W                              | Color   |
| 1       | Canon imageRUNNER ADVANCE C5550i  |          |     | \$33.00  |                         |       | 3600   | 350   | \$0.0045                           | \$0.048 |
| 2       |                                   |          |     |  |                         |       |  |       |                                    |         |
| 3       |                                   |          |     |  |                         |       |  |       |                                    |         |
| 4       |                                   |          |     |  |                         |       |  |       |                                    |         |
| 5       |                                   |          |     |  |                         |       |  |       |                                    |         |
| 6       |                                   |          |     |  |                         |       |  |       |                                    |         |

| End User Details |  |       | Location / Address<br>(if different to supply shipments) |  |  |
|------------------|--|-------|--|--|--|
| Name             |  | Email |  |  |  |
| 1                |  |       |  |  |  |
| 2                |  |       |  |  |  |
| 3                |  |       |  |  |  |
| 4                |  |       |  |  |  |
| 5                |  |       |  |  |  |
| 6                |  |       |  |  |  |

☒ Supplies Included ☐ Items Excluded: \_\_\_\_\_ ☐ See attached equipment or group billing schedule. Meter Frequency: quarterly

\* The consolidated image allowance and excess per image amounts shown above (or on the attached equipment or group billing schedule), if any applies to (check one):  
☒ Equipment installed under this schedule only. or ☐ Equipment installed under this schedule together with equipment listed on any other applicable schedule (i.e. an aggregate consolidation), if no image allowance or excess per image amounts are shown above (or on the attached equipment or group billing schedule), images made on the equipment under this schedule will be included in determining your image and overages charges the applicable prior schedule to master agreement.

#### TERM (check one term option)

- ☐ Term: The end of the term of this schedule is the end of the term of the schedule to agreement identified as schedule NO. \_\_\_\_\_  
☒ Term: In Months: n/a (Applies to this schedule only) Start Date: \_\_\_\_\_

#### PAYMENT (check one term option)

☒ Monthly Base Payment Amount: \$ 33.00 ☐ Quarterly Base Payment Amount: \$ \_\_\_\_\_ (Plus Tax) ☐ Annual Base Payment Amount: \$ \_\_\_\_\_ (Plus Tax)  
(Includes amounts due under this schedule only)

#### ADDITIONAL TERMS AND CONDITIONS

IMAGE ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us; we may estimate the number of images used if such meter reading are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Schedule and not more than once each successive (twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and at our election, the Base Payment Amount and Excess Per Image Charges under any other schedules for imaging equipment between you and us that incorporate the terms of the Master Agreement) may be increased by a maximum of 15% of the then existing payment or charge. At Expiration of original or any renewal terms, this agreement shall be automatically renewed for a minimum of one year. No refunds will be made if contract is cancelled prior to original or renewal terms.

|  |           |              |      |
|--|-----------|--------------|------|
| Customer   |           |              |      |
| Signature: City of Scottsbluff Police Department | X         |              |      |
| CUSTOMER   | SIGNATURE | NAME & TITLE | DATE |