

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Eric Strong, City Manager
Date: August 5, 2014
Subject: Copier Leases

Council Action Requested:

Approval of Agreements with Xerox for Copy Machines and related services

Background Information:

Currently, city staff primarily prints to desktop printers that are located in individual offices or at individual workstations. These types of printers are fairly inefficient and expensive when calculated on a cost per page basis. In addition, different departments buy ink and toner from different sources, some of which are relatively expensive. I would like to streamline the printing process and be more efficient in how we operate.

Our current configuration is that we have approximately 50 printers across the city. This includes large “copy machines” as well as the individual desktop printers. Five of the large copy machines have leases that have already expired or will be expiring in the next few months. These leases are with a variety of different companies. These five are located in the PD, FD, Community Development, Administration area and Public Works. We are going to streamline this and enter into an agreement to replace those five machines with four new leases. We are also leasing three high capacity, efficient “desktop” copiers for some of the other areas that have a lower volume of printing.

All the new copy machines can be networked so that any computer on our city network can print to these devices. This will reduce the need for the current individual desktop devices. Once the new copy machines are installed, I am going to give all employees a

2-4 week window to keep their existing desktop printers. During that period, most of the desktop printers will go away. If an employee feels they still need an individual desktop printer, they will have an opportunity to justify that need to me, and I will make a decision about whether or not it is truly a need, or more of a convenience.

My current estimate is that we will reduce our total number of print devices from the current number of 50 to somewhere in the neighborhood of 15 (excluding public library printers). I also anticipate that our monthly expense on lease agreements, toner, supplies and service is approximately \$2,900. This expense will likely be cut in half or more, yielding an annual savings of close to \$18,000.

The total value of the agreement is in excess of the threshold that requires a bid. However, Xerox is on the official state bid list, which means that by using them their pricing has been vetted by the State and the project is exempt from the bidding process.

There are 3 sheets attached to this memo. The first is a service agreement to move all of our maintenance and toner purchases from existing desktop printers to Xerox. This agreement is proposed at the current number of printers, but we can remove any device from the agreement at any time with no penalty. As such, after we eliminate most of the desktop machines, this agreement will drop in price substantially. As listed, the current monthly cost of this portion is \$1,198. However, it will be reduced to somewhere in the range of \$100-\$300 per month following the first month.

The second attachment is the lease agreement for the three high capacity desktop machines that we are leasing, which totals \$127.29 per month, plus a cost of \$0.0113 per page (estimating the volume of these machines, this will likely be an additional \$50 per month).

The final attachment is the lease agreement for the large, multi-function printing devices. This contract is for \$948.75 per month plus per copy charges.

Board/Citizen Input: N/A

Financial Impact: \$76,562 over five years (\$1,275 per month) plus per copy charges

Staff Contacts:

Eric Strong
City Manager
estrong@richlandhills.com

Attachments: Lease Agreements

Xerox Print Services Agreement



XPS Services Contract # 7142193-001

Customer: RICHLAND HILLS, CITY OF

BillTo: CITY OF RICHLAND
HILLS
3200 DIANA DR
RICHLAND HILLS, TX 76118-6297

Print Services Summary

Xerox Print Services Term

36 Months from Services Commencement Date

Addenda/Attachments to this Order

- XPS Addendum under SSA/SSO
- Exhibit A - Pricing
- Exhibit B - Managed Device Listing
- Xerox Print Services Description of Services

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 1 pages including this page.

Signer: _____

Phone: _____

Signature: _____

Date: _____

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

DOMINIC CINQUEPALMI
(972)742-7733

For information on your Xerox Account,
Please see your Sales Representative

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Xerox Print Services Addendum



THIS XEROX PRINT SERVICES ADDENDUM ("XPS Addendum") amends Services Contract No. 7142193-001 ("XPS Services Contract") under Services and Solutions Agreement No. 7142193 ("SSA") between RICHLAND HILLS, CITY OF ("Client") and Xerox Corporation ("Xerox") to add the devices identified in Exhibit B of the XPS Addendum.

1. DEFINED TERMS.

- a. "Break Fix Services" means the device repair or exchange services described in the DOS or SOW, as applicable.
- b. "Equipment Agreement" means the agreement between Client and Xerox under which Xerox provides "Maintenance Services" or "Basic Services" (as those terms are defined in the applicable Equipment Agreement) for a Xerox Contracted Device.
- c. "Managed Device(s)" means the devices identified in Exhibit B.
- d. "Services Commencement Date" means the date that Xerox reasonably determines that Break Fix Services and Supplies, as applicable, are available for the Managed Devices.
- e. "Supplies" means toner or ink provided by Xerox for certain of the Managed Devices, as identified in Exhibit A.
- f. "Xerox Contracted Device(s)" means a Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services under an Equipment Agreement.
- g. "XPS Services Contract" means the Services Contract identified above, including any Orders, amendments, addenda and exhibits thereto.
- h. Capitalized terms not defined above or elsewhere in this XPS Services Contract will have the meaning assigned to them in the SSA, the Equipment Agreement(s), the SOW or DOS, or the Exhibits hereto.

2. XPS SERVICES. Xerox will perform the Xerox Print Services ("XPS Services") described in the Xerox Print Services Statement of Work ("SOW") or Xerox Print Services Description of Services ("DOS") attached to the XPS Services Contract ("XPS Services").

3. REPAIR SERVICES. Xerox will perform the repair services identified in the DOS or SOW for the Managed Devices. Break Fix Services exclude repairs due to: (i) misuse, neglect, abuse or operation of a Managed Device outside of original equipment manufacturer ("OEM") specifications; (ii) failure of the Client PC to comply with the OEM's published specifications; (iii) act of God or other force majeure event; (iv) relocation, alterations, or use of options, accessories, service or supplies not provided by Xerox; (v) failure to perform any Client responsibilities identified in the SOW or DOS or (vi) acts or omissions of Client or any party not affiliated with Xerox. Replacement parts may be new or used and all removed, replaced parts become Xerox's property.

4. SUPPLIES. Xerox will provide the supplies identified in the DOS or SOW for the Managed Devices. Supplies may be new, remanufactured or reprocessed. Supplies are Xerox's property until used by Client, and Client will use them only with the Managed Devices. Upon request, Client will provide an inventory of Supplies in its possession. Upon expiration or termination of the XPS Services Client will, at Xerox's option and expense, return any unused Supplies to Xerox, permit access to its facilities to permit collection, or dispose of them as directed in writing by Xerox.

5. CLIENT RESPONSIBILITIES. Client will perform the Client responsibilities identified in the SOW or DOS.

6. PRICING. The pricing for XPS Services for the Managed Devices is identified in Exhibit A. Xerox may adjust such XPS Services pricing annually and as identified in Exhibit A.

7. TERMINATION. Neither party may terminate the XPS Services during the first twelve (12) months after the Services Commencement Date. Thereafter, either party may, upon 90 days prior written notice to the other party, terminate the XPS Services. In addition, Xerox will have the right to terminate the XPS Services upon not less than 30 days written notice if the Services Commencement Date has not occurred, for any reason whatsoever, within 90 days after the date this XPS Addendum is accepted by Xerox. The expiration or termination of the XPS Services will not affect any of the Equipment Agreement(s), or any other agreement with Xerox under which Client acquired Xerox Contracted Device(s), each of which will remain in full force and effect until the end of its term.

8. INVOICING. Client will be invoiced for XPS Services in a standard Xerox format. The Total Monthly Minimum Charge ("MMC") identified in Exhibit A is billed monthly in advance through the end of the month in which the termination effective date occurs. If the Services Commencement Date is other than the first day of a month, a prorated amount of the MMC will be billed for the first month, based on the number of days XPS Services were provided in such month. If a Managed Device is added to the XPS Services Contract during a month, billing of the Base Charge for such device will start with the next monthly invoice. If a Managed Device is removed from the XPS Services Contract during a month, billing of the Base Charge for such device will continue through the end of the month. The Charge per Impression shown in Exhibit A will be billed monthly in arrears commencing on the Services Commencement Date; or, if a Networked Managed Device is added during a month, commencing on the date such Networked Managed Device is added. Invoicing and payment for Xerox Contracted Devices will be governed by the terms and conditions of the applicable Equipment Agreement.

9. REMOTE SERVICES. Certain Networked Laser Devices are supported and serviced using data that is automatically collected by Xerox from such devices via electronic transmission to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download any Client data, documents or other information residing on or passing through such devices or Client's information management systems.

10. MISCELLANEOUS. The terms and conditions in this XPS Addendum are applicable only to the XPS Services for the Managed Devices covered under this XPS Addendum and are not applicable to any other Products under the XPS Services Contract, any other Services Contract under the SSA, or any Equipment Agreement. Except as set forth above, the XPS Services Contract will continue in full force and effect. In the event of a conflict between the terms and conditions of the XPS Services Contract and this XPS Addendum, this XPS Addendum will control.



Xerox Print Services Addendum

IN WITNESS WHEREOF, duly authorized representatives of Client and Xerox have executed this XPS Addendum.

RICHLAND HILLS, CITY OF

By: _____
Name: _____
Title: _____
Date: _____

XEROX CORPORATION

By: _____
Name: _____
Title: _____
Date: _____



Exhibit A - Pricing

XPS Services Contract # 7142193-001

Pricing Summary

Xerox Print Services Term

36 Months from Services Commencement Date

Print Services Total

Total Monthly Minimum Charge: \$1,198.00

- Excludes applicable taxes

Networked Laser Devices

Black & White / Color	Base Charge per Device	Device Count	Monthly Minimum Charge	Charge per Impression	Meter Reconciliation Period
Color	\$10.00	3	\$30.00	\$0.1400	Monthly
Black & White	\$10.00	6	\$60.00	\$0.0160	Monthly

MICR toner is not included. Break Fix Services, Supplies, maintenance kits and drums are included.

Non-Networked Laser Devices

Black & White / Color	Monthly Fee (per device)	Number of Devices	Monthly Minimum Charge
Color	\$45.00	7	\$315.00
Black & White	\$25.00	10	\$250.00

MICR toner is not included. Break Fix Services, Supplies, maintenance kits and drums are included.

Inkjet Printers

Black & White / Color	Monthly Fee (per device)	Number of Devices	Monthly Minimum Charge
Color	\$55.00	9	\$495.00
Black & White	\$35.00	0	\$0.00

The pricing listed in this section is for the provision of inkjet cartridge Supplies only.

Monthly Supplies Shipping Charge: \$48.00



Exhibit A - Pricing

XPS Services Contract # 7142193-001

**Summary of
Device Count Variability**

Device Type	Black & White / Color	Device Count	Allowed Device Count Variability
Networked Laser Devices	Color	3	10%
Networked Laser Devices	Black & White	6	10%
Non-Networked Laser Devices	Color	7	10%
Non-Networked Laser Devices	Black & White	10	10%
Inkjet Printers	Color	9	10%
Inkjet Printers	Black & White	0	10%



Exhibit B - Managed Device Listing

XPS Services Contract # 7142193-001

Networked Laser Devices

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	LASERJET PRO M1536DNF MFP	CNC9C95DZC	Black & White
HEWLETT-PACKARD	LASERJET PRO 400 M401N	VNB3213235	Black & White
HEWLETT-PACKARD	LASERJET PRO 400 COLOR M451DN	CNDF212834	Color
HEWLETT-PACKARD	LASERJET P2015	CNBJN75714	Black & White
HEWLETT-PACKARD	LASERJET P2015	CNBJN47883	Black & White
HEWLETT-PACKARD	LASERJET 1320	CNJC68K223	Black & White
HEWLETT-PACKARD	COLOR LASERJET CP3525	CNCCB7L05C	Color
HEWLETT-PACKARD	COLOR LASERJET 3600N	CNNBD21203	Color
DELL	2335DN MULTIFUNCTION LASER PRI	GTLP2P1	Black & White

Non-Networked Laser Devices

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	LASERJET PRO P1606DN	VNB3J09949	Black & White
HEWLETT-PACKARD	LASERJET PRO CM1415FNW	CNH8C9FQ4J	Color
HEWLETT-PACKARD	LASERJET PRO 400 COLOR M451DN	CNDF234560	Color
HEWLETT-PACKARD	LASERJET PRO 200 COLOR M251NW	CND1H25126	Color
HEWLETT-PACKARD	LASERJET P1006	VND3F21757 +	Black & White
HEWLETT-PACKARD	LASERJET ENTERPRISE 500 COLOR	CN41OF400105LL	Color
HEWLETT-PACKARD	LASERJET 4100N	USJNH15353	Black & White
HEWLETT-PACKARD	LASERJET 400 MFP M425DN	CND8F1Q3H9	Black & White
HEWLETT-PACKARD	LASERJET 400 MFP M425DN	CNB6D5W075	Black & White
HEWLETT-PACKARD	LASERJET 1022N	VNB3D16518	Black & White
HEWLETT-PACKARD	LASERJET 1012	CNFB348656 +	Black & White
HEWLETT-PACKARD	COLOR LASERJET PRO CP1525NW	CNBF279645	Color
HEWLETT-PACKARD	COLOR LASERJET CP3525N	CN41OF422505KD	Color
HEWLETT-PACKARD	COLOR LASERJET CP3525N	CN41OF400505QP	Color
DELL	2335DN MULTIFUNCTION LASER PRI	HSH7R1	Black & White
DELL	2335DN MULTIFUNCTION LASER PRI	CN41OF400505KC	Black & White
BROTHER	HL-5240	U61443M7J412166	Black & White

+ The meter on these color Devices only records page count. Xerox will bill all pages counted on this Device at the print charge for color impressions.



Exhibit B - Managed Device Listing

XPS Services Contract # 7142193-001

Inkjet Printers

Brand	Model Name	Serial	Black & White / Color
HEWLETT-PACKARD	OFFICEJET PRO L7680	CN41OF404405KD ⁺	Color
HEWLETT-PACKARD	OFFICEJET PRO L7600	MY87A841TR ⁺	Color
HEWLETT-PACKARD	OFFICEJET PRO 8600 E-ALL-IN-ON	CN41OF403905KD ⁺⁺	Color
HEWLETT-PACKARD	OFFICEJET PRO 8600 E-ALL-IN-ON	CN41OF400105KD ⁺⁺	Color
HEWLETT-PACKARD	OFFICEJET PRO 8600 E-ALL-IN-ON	CN3B4EXGF8 ⁺	Color
HEWLETT-PACKARD	OFFICEJET 6310	CN78KFW2C9 ⁺	Color
HEWLETT-PACKARD	DESKJET 6940	SG63H11020 ⁺	Color
HEWLETT-PACKARD	DESKJET 3050	CN1CH432QT ⁺	Color
HEWLETT-PACKARD	DESKJET 3050	CN1AI441B9 ⁺	Color

* These Devices do not proactively communicate low toner or out of toner status or alerts. As a result, Supplies for these Devices cannot be replenished automatically. Supplies for these Devices must be ordered directly from the XPS Help Desk when required.

+ The meter on these color Devices only records page count. Xerox will bill all pages counted on this Device at the print charge for color impressions.



Xerox Print Services Description of Services

Client: RICHLAND HILLS, CITY OF

XPS Services Contract Number: 7142193-001

SERVICES COMMENCEMENT DATE. Xerox will notify Client in writing when Xerox reasonably determines that Break Fix Service and Supplies, as applicable, are available for the Managed Devices ("Services Commencement Date"). Xerox Contracted Devices may be installed prior to the Services Commencement Date. Regardless of the Services Commencement Date for Managed Devices, Basic/Maintenance Services and Consumable Supplies for Xerox Contracted Devices are provided as of the installation date per the terms of the Equipment Agreement.

1. **DEVICE MANAGEMENT SERVICES.** Xerox will use the Xerox Tools and Xerox Client Tools (collectively "Tools") to monitor networked Managed Devices. The Tools provide automatic service and supplies alerts to the Xerox Help Desk (e.g. low toner), automated meter collection, new device discovery, and device data collection for reporting. The Tools periodically scan the Client's network for devices which may be eligible to be Managed Devices. Devices identified through this process may be added as Managed Devices and billed at the rates identified in Exhibit A to the XPS Services Contract.
2. **REPAIR SERVICES.**
 - a. For Xerox Contracted Devices, Xerox will provide Basic Services or Maintenance Services per the Equipment Agreement.
 - b. For Managed Devices identified as "Break Fix Service included" in Exhibit A to the XPS Services Contract, Xerox will keep the Managed Devices in good working order as set forth below ("Break Fix Services"). If a Managed Device failure cannot be resolved remotely, Xerox will dispatch a service technician to perform Break Fix Services, which will usually be the next business day. For select Managed Devices identified on Exhibit B that do not qualify for on-site Break Fix services, Xerox will provide Device Exchange services. On-site Break Fix Services are provided Monday through Friday (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) from 8:00AM to 5:00PM local time ("XPS Service Hours"). Technicians are not dispatched for preventative maintenance or cleaning.
 - c. If Xerox determines that a Managed Device is beyond repair, or is classified by the OEM as service discontinued, or parts or Supplies are no longer commercially available, Xerox will discontinue Break Fix Service and Client may: (i) replace such device at its own expense with a device that is then supported by Xerox; or (ii) notify Xerox to delete such device from the XPS Services Contract.
 - d. Basic/Maintenance Services and Break Fix Services may be initiated by the Tools for networked Managed Devices, or by Client calling the Xerox Help Desk.
3. **SUPPLIES.**
 - a. For Xerox Contracted Devices, Xerox will provide Consumable Supplies in accordance with the Equipment Agreement.
 - b. For Managed Devices identified in Exhibit A as "Supplies included", Xerox will furnish the Supplies identified in the XPS Services Contract. Xerox will provide OEM compatible Supplies when available. If Client requires OEM Supplies other than Xerox, Client will be billed for such OEM Supplies. Xerox is not liable for constrained or discontinued Supplies. The Monthly Supplies Shipping Charge identified in Exhibit A to the XPS Services Contract covers standard ground shipping. The cost of second day, overnight, or other non-standard shipping will be billed to Client.
 - c. Requests for Supplies and Consumable Supplies may be placed by the Tools or by Client calling the Xerox Help Desk. For those Managed Devices that do not proactively communicate low toner or out of toner status or alerts, the Client will have to order Supplies or Consumable Supplies directly from the XPS Help Desk when required. To prevent excessive shipment of Supplies or Consumable Supplies, Xerox may: (i) check the current toner level to validate a low toner condition; and (ii) check the metered impression volume since the last shipment to determine if impression volume exceeds the expected yield. If these conditions are not satisfied, Supplies or Consumable Supplies will be billed to Client. Cleaning kits and print media (e.g. paper) may be ordered from the Xerox Help Desk and will be billed to Client. Xerox may not provide Supplies or Consumable Supplies if a current meter read is not received for a networked Managed Device.
4. **XEROX HELP DESK.** The Xerox Help Desk is available during the XPS Service Hours to receive, track, escalate, process and close service issues, remotely resolve certain issues, and process Client requests for Break Fix Services, Supplies and Consumable Supplies.
5. **MOVE, ADD, CHANGE, DISPOSE PROCESS.** The Move, Add, Change and Dispose ("MACD") process is used to track and revise the Managed Devices. Under the MACD process, "Adds", "Changes" and "Disposals" may modify the amount billed. For transactions that involve acquisition or termination of Xerox Contracted Devices, the terms of the Equipment Agreement will govern. Early termination or other charges, if any, for a terminated Xerox Contracted Device will be billed according to the terms of the Equipment Agreement.
6. **REPORTING.** Xerox standard monthly reports will be provided for the Managed Devices.
7. **CLIENT RESPONSIBILITIES.** Client will:
 - a. Provide a Customer Asset Coordinator ("CAC") as its primary point of contact with Xerox during the start-up, implementation and ongoing delivery of XPS Services. The CAC is authorized to process and approve MACD transactions.
 - b. Provide a Customer IT Contact as its primary contact to Xerox to facilitate IT related activities and processes.
 - c. Provide or validate MACD information and approve changes in Managed Device status as they occur, through the MACD process.
 - d. Notify the Xerox Help Desk if Client wishes to relocate a Managed Device, and Xerox will advise Client if XPS Services are available at the new location.
 - e. Assure that networked Managed Devices are Simple Network Management Protocol ("SNMP") enabled and can route SNMP over the network.
 - f. Provide a dedicated PC or server, as required, that is connected to Client's network at all times ("Client PC"), and allow Xerox to install, use, access, update and maintain the Tools on the Client PC. The Tools cannot be installed on a PC or server where other SNMP-based applications or other Xerox Tools are installed, because they may interfere with the Tools.
 - g. Ensure that proper virus protection is installed, maintained, and enabled on the Client PC and any servers, desktop workstations, laptop computers and other hardware attached to or hosting any data on Client's network or output environment. Xerox is not responsible for the disruption of XPS Services or loss of functionality of the Tools caused by any of the foregoing. If the Tools become inoperable due to Client implemented changes to its network, Xerox will work with Client to re-install Tools.



Xerox Print Services Description of Services

Client: RICHLAND HILLS, CITY OF

XPS Services Contract Number: 7142193-001

- h. Assist in implementation of the Tools by providing relevant network information such as the IP address ranges or subnets on which networked Managed Devices reside.
 - i. Distribute Supplies and Consumable Supplies within Client's site (or facilitate Xerox contracted on-site resource to perform this task) and install them in Managed Devices and clear paper jams.
 - j. Resolve any Client network or PC hardware or software issues, or Managed Device software or printing issues not caused by a hard device failure.
 - k. Replace Managed Device cartridges and CRUs (or facilitate Xerox contracted on-site resource to perform this task).
 - l. Respond to call from service technician to validate location and inoperable condition of Managed Device and provide reasonable access to Client's facilities and personnel as required for the performance of XPS Services.
 - m. Ensure that Managed Devices are installed and operating within the OEM's specifications and are readily accessible to the Xerox authorized service representative.
 - n. Submit meter data for networked Managed Devices when such data cannot be provided by the Tools and work with Xerox to enable the Tools to automatically provide meter data from such Devices. If a meter read for a Device has not been provided by the Tools or submitted by Client for 45 days, Xerox may discontinue provision of Supplies and/or Break Fix Services for that Device. If a meter read has not been provided for more than 60 days, Xerox may, at its sole discretion, dispose of the Device from the XPS Services Contract and notify Client.
 - o. Request Basic/Maintenance Services, Break Fix Services, Supplies and/or Consumable Supplies from the Xerox Help Desk for Managed Devices that are not compatible with the Tools.
 - p. Grant or transfer to Xerox sufficient rights to use software owned, licensed or otherwise controlled by Client, as required, solely for the purpose of providing XPS Services.
 - q. Legally dispose of wastes generated from use of Managed Devices and associated Supplies and CRUs.
 - r. Be solely responsible for: (i) determining whether any Managed Devices are under an existing service, warranty, extended warranty and/or supply contract with the manufacturer or a third party dealer, reseller or service provider ("Pre-Existing Contract"); (ii) what action(s), if any, Client should take with respect to Pre-Existing Contracts; and (iii) the payment of any early termination fees or other charges associated with the termination of any Pre-Existing Contract.
8. Xerox will not be liable for delays or services failures, including but not limited to implementation delays, if Client does not perform or facilitate completion of its designated responsibilities.
9. **DEFINITIONS.** Capitalized terms that are not defined below or elsewhere in this Description of Services have the meaning assigned to them in the XPS Services Contract or Equipment Agreement, including any Orders, amendments or addenda thereto.
- a. Asset Management Database: A database that is hosted and maintained by Xerox to facilitate the XPS Services and record and provide reporting on Device activities.
 - b. CRU: Client replaceable units or items that an operator can install without service assistance.
 - c. Device Exchange: Onsite Break Fix Services are not available for a limited number of Managed Device models, which are designated as "Device Exchange" models in Exhibit B to the XPS Services Contract. If a Device Exchange model requires repair, Xerox will ship a replacement device to the Client. Client will then ship the defective unit back to Xerox within a specified timeframe or be billed for the replacement device.
 - d. Equipment Agreement: The agreement between Client and Xerox under which Xerox provides Maintenance Services or Basic Services, as applicable, for a Xerox Contracted Device.
 - e. Managed Device(s): The devices identified in Exhibit B of the XPS Services Contract.
 - f. Xerox Contracted Device(s): A Xerox brand device(s) for which Xerox provides Maintenance Services or Basic Services, as applicable under an Equipment Agreement.
 - g. XPS Services: The services described in this Description of Services.
 - h. XPS Services Contract: The agreement between Client and Xerox identified above, including any Orders, amendments or addenda thereto, which sets forth the terms and conditions governing this Description of Services.

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 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 Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If 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, 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. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to 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.



Lease Agreement

Customer: RICHLAND HILLS, CITY OF

BillTo: CITY OF RICHLAND HILLS
3200 DIANA DR
RICHLAND HILLS, TX 76118-6297

Install: CITY OF RICHLAND HILLS-ADMINISTRATION
3200 DIANA DR
RICHLAND HILLS, TX 76118-6297

Tax ID#: .

Negotiated Contract : 072644300

Solution			
Item	Product Description	Agreement Information	Requested Install Date
1.	5845APT (5845A PT/COP/4TRAY) - 3-hole - Ofcfin Only - 1 Line Fax - Office Finisher-rohs - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	7/25/2014
2.	5845APT (5845A PT/COP/4TRAY) - 3-hole - Ofcfin Only - 1 Line Fax - Office Finisher-rohs - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	7/25/2014
3.	W7845PT (W7845PT TANDEM) - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	7/25/2014
4.	W7845PT (W7845PT TANDEM) - 3-hole Punch(fin-lx) - 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	7/25/2014

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.</p>		<p>Thank You for your business! This Agreement is proudly presented by Xerox and DOMINIC CINQUEPALMI (972)742-7733 For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 
<p>Signer: Eric Strong</p>	<p>Phone: (817)616-3745</p>	
<p>Signature: _____</p>	<p>Date: _____</p>	



Lease Agreement

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5845APT	\$233.20	1: BLACK	1 - 8,000 8,001+	Included \$0.0000	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. 5845APT	\$256.27	1: BLACK	1 - 8,000 8,001+	Included \$0.0000	- Consumable Supplies Included for all prints - Pricing Fixed for Term
3. W7845PT	\$220.45	1: BLACK 2: COLOR	1 - 3,000 3,001+ All Prints	Included \$0.0066 \$0.0496	- Consumable Supplies Included for all prints - Pricing Fixed for Term
4. W7845PT	\$238.83	1: BLACK 2: COLOR	1 - 3,000 3,001+ All Prints	Included \$0.0066 \$0.0496	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$948.75	Minimum Payments (Excluding Applicable Taxes)			



Lease Agreement

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 6 Month Introductory Period							
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Full Amount
Products	\$243.40	\$243.40	\$243.40	\$243.40	\$715.02	\$715.02	\$948.75
Total	\$243.40	\$243.40	\$243.40	\$243.40	\$715.02	\$715.02	\$948.75

Introductory Pricing Detail for Each Applicable Item

Item	Contract Months	Product Minimum Payment	Print Charges			Maintenance Plan Features
			Meter	Volume Band	Per Print Rate	
2. 5845APT	1 - 4	\$0.00	1: BLACK	1 - 8,000 8,001+	Included \$0.0000	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
3. W7845PT	1 - 4	\$5.10	1: BLACK	1 - 3,000 3,001+	Included \$0.0017	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
			2: COLOR	All Prints	\$0.0237	
4. W7845PT	1 - 6	\$5.10	1: BLACK	1 - 3,000 3,001+	Included \$0.0017	- Full Service Maintenance Included for all prints - Consumable Supplies charge only
			2: COLOR	All Prints	\$0.0237	

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.

PRICING PLAN/OFFERING SELECTED:

2. 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:

3. 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.