

RESOLUTION NO. 12-155

**A RESOLUTION AUTHORIZING THE PORT ARTHUR
SECTION 4A ECONOMIC DEVELOPMENT
CORPORATION TO LEASE A XEROX WORKCENTRE
MULTIFUNCTION PRINTER THROUGH TEXAS
COOPERATIVE PURCHASING NETWORK (TCPN) AT
AN ESTIMATED COST OF \$14,719.80**

WHEREAS, on April 2, 2012 the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") will consider the lease of a Xerox WorkCentre Multifunction Printer through Texas Cooperative Purchasing Network (TCPN); and

WHEREAS, the monthly lease rate for the printer is \$245.33 over sixty months as delineated in the Lease Proposal attached as **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the PAEDC is herein authorized to lease a Xerox Workcentre Multifunction Printer at a monthly cost of \$245.33 for a period of sixty months (\$14,719.80) as delineated in **Exhibit "A"**.

Section 3. That this authorization is contingent upon final approval by the Board of Directors of the City of Port Arthur Section 4A Economic Development Corporation.

Section 4. That a copy of the caption of this Resolution be spread upon the minutes of the City Council.

READ, ADOPTED AND APPROVED on this 3rd day of April A.D., 2012,

at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince; Mayor Pro Tem Asuncion;

Councilmembers Scott, Segler, Williams
and Thomas.

NOES:

None.

Deloris Prince
DELORIS "BOBBIE" PRINCE, MAYOR

ATTEST:

Sherrill Bellard
SHERRI BELLARD, CITY SECRETARY

APPROVED:

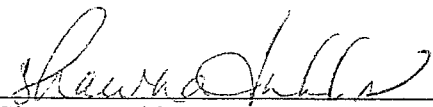
Floyd Batiste
FLOYD BATISTE, PAEDC CEO

APPROVED AS TO FORM:

Guy N. Goodson
GUY N. GOODSON, PAEDC ATTORNEY

APPROVED AS TO FORM:

Val Tizeno
VALECIA R. TIZENO, CITY ATTORNEY


Shawna Tubbs, CPPO, CPPB
Purchasing Manager

APPROVED AS TO THE AVAILABILITY
OF FUNDS:



Deborah Echols, CPA
Director of Finance

Exhibit “A”

Lease Pricing PROPOSAL



Presented to City of Port Arthur

By Calvin Williams JR

On 2/13/2012

Please note: This offer includes 10,000 b/w copies and 4,200 color copies.
Monthly Xerox costs projected with these allowances to be \$245.33/month.
Toshiba alternative with 3,495 color & 1,385 b/w copies to be \$354.88/month
Sharp alternative with 3,495 color and 1,385 b/w copies to be \$350.67
Xerox alternative is \$105.34/month less expensive! That's a \$1,264.00 a year SAVINGS over the next cheapest offering. (36 month pricing would be \$271.21/month, still a savings!)

State or Local Government Negotiated Contract : 072453000

Solution		Agreement Information	Requested Install Date
Item	Product Description		
1. W7120PT	(WC7120P PRINTER/TRAY) - Integrated Ofc Fin - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	2/27/2012

Monthly Pricing					Maintenance Plan Features
Item	Lease Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	
1. W7120PT	\$245.33	1: BW 2: Color	1 - 10,000 10,001+ 1 - 4,200 4,201+	Included \$0.0084 Included \$0.0690	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$245.33	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of City of Port Arthur. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 3/14/2012.

For any questions, please contact me at (409)363-2197



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 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 from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.