

ERIE COUNTY WATER AUTHORITY
 AUTHORIZATION FORM
 For Approval/Execution of Documents
 (check which apply)

Contract: _____ **Project No.:** _____
Project Description: BXI Copier Maintenance Agreement

Item Description:

Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:

Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

Other (if Applicable) _____ Date: _____
 Chief Operating Officer Russell F. Hill Date: 11/24/2020
 Executive Engineer _____ Date: _____
 Director of Administration Lavanya L. Lestica Date: 11/24/2020
 Risk Manager Molly Jo Musarra Date: 11/24/2020
 Chief Financial Officer Karen A. Bendugast Date: 11/24/2020
 Legal Margaret A. Murphy Date: 11/24/2020

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority TCE Date: 11/24/20

Remarks: _____

Resolution Date: _____ **Item No:** _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

November 24, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Lavonya C. Lester, Director of Administration *LCL*

Subject: BXI Copier Maintenance Agreement

The Authority purchased a Multifunction Xerox Copier for the Ellicott Square Legal Department through BXI Consultants Inc a certified Minority & Women Business Enterprise. The purchase was made using the New York State contract in March 2020.

In August of 2020 the New York State contract expired. We are looking to keep the current maintenance cost and terms with BXI for all preventative maintenance which includes all replacement parts, labor and the cost of toner. The purchasing department reached out to other local vendors and this current cost is the lowest click per charge rate.

The cost per copy charge is \$0.0049 for Black and \$0.04 for Color. The anticipated spend is dependent on the amount of black and color copies printed. Based on previous years invoices and the minimal number of legal and secretarial staff in the building, we do not expect the spend to exceed \$500 per year.

We are looking to continue this service for two years beginning December 1st, 2020 – November 30, 2022. We have an option to cancel at any time following 60-day written notice to BXI.

I am recommending that the board signs this agreement to ensure we have an agreement in place in the event service is needed on this piece of equipment.

Summary:

Two-year maintenance agreement includes the following:

- Black copies \$0.0049
- Color copies \$0.04
- Black and color toner is included with agreement
- All labor and parts needed to service the equipment
- All service calls are covered under this agreement



33 Pequet Parkway
Tonawanda, New York 14150
716.693.0343 / Fax 716.693.0130

Maintenance Agreement

Bill To:	Install Address:	
Erie County Water Authority	SAME	
295 Main Street, Room 350		
Buffalo, NY 142103		
Attn: Lori Molina	Phone: 716-849-8444	Fax:

Model	Serial Number	Accessory
In-Place Xerox Altalink C8070	6TB453990	Fax, Finisher
60 MONTH LEASE – payable to lease company		NA

Full Service Maintenance Agreement* Includes Parts and Labor

Will renew annually

Customer Replacement Period	2 years from installation
Service Agreement Term (in months)	24 months (Dec 1, 2020 – November 30, 2022)
Service Agreement Price	NA

Cost per Copy Charges* Includes Service and Supplies

Black per copy	\$0.0049	Black Allowance	NA
Color per copy	\$0.04	Color Allowance	NA
Large Impressions are billed twice the standard rate		Supplies Included	YES EXCEPT PAPER & STAPLES
Monthly Base Charge	NA	Billing Cycle	MONTHLY

Notes

- 4-hour response time on service calls.
- Shipping fee of \$8.50 on all supply orders.
- 2-year service agreement with option to renew annually

Signature: _____

Date: _____

Name / Title: _____

Phone: _____

**By signing this document, you acknowledge the Terms and Conditions listed on page 2.*



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Terms and Conditions

Authorization of this contract serves as your agreement to the following conditions

1. The terms of this agreement will commence on the date of equipment delivery.
2. Equipment operability shall not affect terms of payment agreed to herein.
3. BXI Consultants, Inc. reserves the right to decline service and/or supply requests due to non-payment.

*Full Service Maintenance Terms and Conditions

Service performed under this contract shall consist of furnishing labor and parts necessary to restore the product(s) specified to normal operating conditions provided such service is necessitated by product failure during normal usage. Products not currently under warranty or service agreement are required to have an initial inspection performed prior to effect of the service contract.

The service performed under the conditions of this contract will be provided by BXI Consultants, Inc. or its assigned agents. This contract, including the provisions, limitations, definitions, and exclusions constitute the entire contract. No one has the authority to change this contract responsibility for assignees other than the terms described below, nor is it responsible for rendering any services that are not provided for by the original manufacturer during the manufacturer's warranty period.

- **1. Availability of Service.** Service shall normally be available and rendered during regular business hours (8:30am-5:00pm Monday-Friday) of the service supplier. BXI Consultants, Inc. will exercise all reasonable efforts to perform service under this contract, but it will not be responsible for delays or failure in performing such service caused by Acts of God, government, and failure of transportation, accidents, riots, war or other causes beyond its control.
- **2. Coverage provided.** This service contract provides coverage for a standard 12-month period unless otherwise specified in writing. The effective date will be stated and remain in effect if payment for contract period is received within 30 days of the effective date. The provisions of this service contract provide for the repair or replacement of the product(s), resulting from failures that occur during normal operating usage. After the first 30 days of installation, IT Support is not included in the service contract and will be billed separately. Replacement of the product(s) shall be at the sole discretion of BXI Consultants, Inc. or shall follow any available replacement practice by the original manufacturer and will be of like model and quality. Replacement parts may be new or rebuilt and the selection of the replacement part(s) or product(s) shall be at the sole discretion of BXI Consultants, Inc.
- **3. Maintenance Requirements.** For this contract to remain active, the purchaser must maintain the product in accordance with the service requirements set forth by the manufacturer, including cleaning. Purchaser must provide proper electrical requirements as specified by the manufacturer.
- **4. Service Limitation.** This service contract does not cover loss or damage resulting from external causes such as, but not limited to: theft, environmental conditions, negligence, misuse, abuse, improper electrical / power supply, unauthorized repair by others, improper installation, attachments, damage caused by improper transportation, damage to cabinetry, lack of manufacturer specified maintenance or vandalism. Other exclusions include service caused by faulty consumables or products with removed or altered serial numbers. In no event shall the service provider be liable for special, indirect, incidental, or consequential damages.
- **5. Cancellation.** You may cancel this agreement for any reason following a sixty (60) day written notice to BXI Consultants, Inc. with confirmed receipt.
- **6. Transfer and assignment.** This service contract is not transferable or assignable to any other party and terminated effective at time of resale or reassignment.
- **7. Bill Frequency.** Supplies and service charges and all other sums are due hereunder (including but not limited to, any non-typical delivery or removal expenses incurred) within 30 days of the invoice date or on the due date listed on the invoice, whichever is earlier. The customer will have a grace period of 7 days from the payment due date, after that, BXI Consultants has the right to pick up all equipment and supplies. \$8.50 shipping fees on all supply orders. Maintenance rates can escalate up to 5% annually based on machine installation date.

Initials: _____