

**RAPID CITY POLICE DEPARTMENT
MEMORANDUM**

September 29, 2005

MEMO TO: Craig Tieszen, Chief of Police

FROM: John Beardsley, IT Project Manager
Copier Committee Chairman

SUBJECT: Additional Item for Council Agenda October 3, 2005
Copiers for Police Department

The Rapid City Police Department Copier Committee has chosen and agrees with the costs for eight copiers on municipal and state contracts proposed. Six copiers are to be obtained from Best Business Products of Rapid City and two Toshiba copiers from A&B Business Products.

The total purchases proposed fall within budgeted funds for copiers in 2005 and the proposed 2006 budget.

However, one of the copiers is on a municipal contract running out October 13, 2005 but other copiers are on state contract. The copier in question, a high speed Canon Ir8500 on municipal contract chosen for the Police Records Section is not on a more recent municipal contract or any state contract. A municipal contract (bid) only good for one year after acceptance according to City Finance. If the lease is not signed prior to October 13th we will be forced to initiate a bid process delaying the replacement of a five year old copier. Additionally, the old copier is causing an inordinate amount downtime in the Records Section and to start the copier evaluation process over will take at least another month to perform.

Details on the copiers, costs and contracts attached.

Beardsley John

From: Beardsley John
Sent: Thursday, September 29, 2005 9:42 AM
To: Tieszen Craig
Cc: Talley Dick; Bottomley Nelson
Subject: Copier Committee Recommendations

Craig,

Here are the copiers agreed to and the costs.

The Bottom line for all costs:

\$26,548.32 Annually leaving \$3,451.68 in the \$30,000 budget for the RCPD copiers —after the PCSO pays their part of copiers.

Otherwise we would be \$12.84 over if it was our department alone. (Breakdown to follow)

Several copiers were tested from A&B Business, Best Business, Century Business and Dakota Business. Without talking about the pros and cons of each copier tried here are the ones we decided on following.

The committee agreed on three levels of copying:

High Speed Copying 85 ppm (Pages per minute) for Records

– The Canon Ir8500 was decided on from Best Business Products (**On Municipal Contract**)

Mid Range Copying 40 to 60 ppm for Admin and CID (Both to be shared 50/50 with PCSO)

– The Toshiba E-studio 520 was decided on from A&B Business (**On State Contract**)

Low Range Copying 22 ppm for five locations Training (new requirement) and Crime Prevention/Traffic/Patrol/Evidence

– The Canon Ir2270 was decided on from Best Business Products (**On State Contract**)

Costs the copiers have a lease or rental cost plus maintenance:

| | | |
|------------------------------------|------------|-----------------------------|
| Lease of High Speed Records Copier | \$740.60 | One Canon IR8500 |
| Rental of Mid Range End Copiers | \$427.42 | Two Toshiba E520s |
| Rental of Low End Copiers | \$713.25 | Five Low End IR2270 Copiers |
| Total for Lease & Rentals: | \$1,881.27 | |

Maintenance Costs: (Maintenance parts, labor and all toner)

| | | |
|--|----------|--|
| Canon Copier Maintenance from Best Business (High & Low End) | \$469.80 | Million Copies annual (monthly cost) all Canon Copiers |
| Toshiba Maintenance | \$150.00 | 500,000 Copies annual (monthly cost) Toshiba |
| Total | \$619.80 | |

| | | |
|---------------------------|--------------------|---|
| Total Monthly Cost | \$2,501.07 | |
| Annually *12 | \$30,012.84 | Not counting reimbursement from PCSO |

PCSO Costs to reimburse to RCPD

| | | |
|------------------------------------|-------------------|------------------------------------|
| Cost of one of the Toshiba Copiers | \$213.71 | Cost of one of the Toshiba copiers |
| | \$75.00 | One of the Toshiba Maintenance |
| | \$288.71 | Monthly |
| | \$3,464.52 | Annual Cost to PCSO |

This leaves **\$3,451.68** in the copier budget. There are some requests for a color printer with finisher not included here that would reduce our costs per color print to 7 cents a copy versus 9 cents for the cheapest color laser printer we have now but I would like to handle this separate from the copiers.

Thanks,

9/29/2005

John Beardsley
Rapid City Police Department
Information Technology Project Manager
300 Kansas City St
Rapid City, SD 57701

Phone: (605) 355-3068
Cell: (605) 209-2110
FAX: (605) 394-6854
E-mail: john.beardsley@rcgov.org

PIERRE SCHOOL DISTRICT NO. 32-2
 Administration Building
 211 South Poplar Avenue
 Pierre, South Dakota 57501

*Best Business
 Products Bid
 Recommend
 acceptance
 of this bid
 Meets all specs.*

BID PROPOSAL FORM

Pursuant to your call for bids returnable to the Business Office, 211 South Poplar Avenue, Pierre, South Dakota on or before 1:00 p.m September 7, 2004 and in accordance with your detailed specifications dated we submit the following:

DESCRIPTION:

1 Leased High Volume Copier

Met all specifications

Monthly Lease Cost of Main Unit

70,513.70

\$599.00/ImageRUNNER 8500

Monthly Lease Cost of Finisher (list optional finisher units if available and monthly lease cost)

3396.51

\$99.18/Punch Finisher K2

541.78

\$161.82/Saddle Finisher K3

3.

Monthly Lease Cost of other optional accessories (list type of accessory and monthly lease cost)

2413.37

\$70.47/Network Multi-PDL Printer Kit-B1

2.

\$39.15/Side Paper Deck M-1

3.

\$49.13/Universal Send

Overage: Cost per copy

.006

- 0.G*
- 0.*
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- 599.**
- 99.18 +
- 70.47 +
- 768.65 *

768.65G*

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- 0.*

Rapid City Police Dept 36 Month Lease and Equipment Cost 36 MTH Lease \$740.60

| | |
|-----------------------------|---------------------|
| IR8500 | \$13,750.00 |
| Saddle Finisher F-3 | \$ 6,975.00 |
| Network Board | \$ 3,037.50 |
| Side Paper Deck | \$ 1,687.50 |
| Total Equipment Cost | \$ 25,450.00 |

Vendor Number: BBSBP

Pierre School District 32-2
211 S Poplar Avenue
Pierre SD 57501-1850
Tax Number : 466001892
Phone: (605) 773-7300
Fax Number: (605) 773-7304

PO No. 250883

Sales Tax Exemption Number: 33-0004872-RS-7

To:

BEST BUSINESS PRODUCTS
PO BOX 156

PIERRE SD 57501

Ship to Above Unless Otherwise Noted:

PIERRE PUBLIC SCHOOLS
211 SOUTH POPLAR AVE
PIERRE SD 57501-1850

PO Date: 09/14/2004 Date Required: 09/14/2004 Requested By: JOHN WELLHOUSE ADMIN

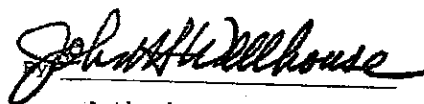
| <u>Quantity</u> | <u>Catalogue</u> | <u>Description</u> | <u>Unit Price</u> | <u>Total Price</u> |
|-----------------|------------------|--------------------|-------------------|--------------------|
| 1.00 EA | | AS PER ATTACHED | 0.00 | 768.65 |

Total Amount: 768.65

| Account Number | Amount | Account Number | Amount |
|-----------------|--------|----------------|--------|
| 21 2410 000 319 | 768.65 | | |

Subject to these Conditions:

1. Submit invoice for each shipment in duplicate. Attach bill of lading.
2. All goods must be furnished as specified and are subject to our approval on arrival.
3. Purchase order number must appear on all packages & invoices.
4. All boxes MUST contain a packing slip.


Authorized Official



Sioux Falls · Rapid City · Pierre · Watertown · Aberdeen · Marshall · Fairmont

Lease Application

CUSTOMER INFORMATION

Legal Company Name _____ Address _____

City _____ State _____ Zip _____ Phone _____

Contact Person _____ Type of Business
 Corporation Proprietorship Partnership

of Years in Business (Under Current Ownership) _____ # of Employees _____ Description of Business _____

Billing Address (If different from above) _____ City _____ State _____ Zip _____

LEASE INFORMATION

Description of Product _____ Selling Price _____

Lease Term(Months) _____ Lease Factor _____ Payment _____ Purchase Option
 FMV 10% \$1

PERSONAL INFORMATION

Name _____ Home Address _____

City _____ State _____ Zip _____ Social Security Number _____

Title _____ % of Ownership _____

REFERENCE INFORMATION

List Present Bank(s) - Previous Bank is required if applicant has been at present bank less than two years

Present Bank of Applicant _____ Second or Previous Bank of Applicant _____

Branch _____ Phone _____ Branch _____ Phone _____

Name of Bank Officer _____ Acct# _____ Name of Bank Officer _____ Acct# _____

Trade References Names and Addresses _____ Phone _____ Contact _____

1. _____

2. _____

3. _____

I hereby authorize our banks, trade references and financial institutions to release credit information, over the phone, to Best Business Products, Inc., and/or it's agent(s).

X

A&B Business Equipment, Inc.

Corporate 1600 North A Avenue, Sioux Falls, South Dakota, 57104

(800) 477-2425 Fax (605) 335-8942 Eastern SD • (800) 888-9282 Fax (605) 341-4450 Western SD

Yankton • Mitchell • Pierre • Watertown • Aberdeen • Rapid City • Spearfish • Gillette • Marshall • Slayton • Windom
www.abbusiness.com

John Beardsley
Rapid City Police Department
300 Kansas City Street
Rapid City, South Dakota 57701

September 21, 2005

Dear John Beardsley,

We at A & B Business Equipment appreciate the opportunity to do business with the Rapid City Police Department.

The lease paper work is attached for two brand new Toshiba E-studio 520 digital copier, fax, print and scan systems with stapler and 2 / 3 hole punch.

The City of Rapid City is authorized to lease this equipment using the State of South Dakota State Bid, item #14499. The pricing per system for a 36 Month Fair Market Value Lease is as follows:

| | |
|--------------------------------------|-----------------|
| Copier, Document Feeder, and Stapler | \$154.86 |
| 2 / 3 Hole Punch Unit | \$ 8.80 |
| Ethernet (Print/Scan module) | \$ 33.63 |
| Fax module | <u>\$ 16.12</u> |
| Total Per Copier | \$213.41 |

The attached Service Agreement is also from the South Dakota State Bid. It is \$.0036 per copy, print or received fax. This includes all parts, labor, travel and toner and our Quality Guarantee.

A & B Business Equipment guarantees our equipment for the entire duration of the lease for quality and reliability. We will replace the equipment with a system equal to or better than yours if you experience excessive issues.

Again A & B Business Equipment is very pleased to partner with the Rapid City Police Department!



Scott Lawhun
Sales Manager



A & B Business Equipment, Inc.

since 1981

GUARANTEED MAINTENANCE AGREEMENT

Sales Rep.

Scott Lawhrt Lawcott Lawhrt

Date **9/21/2005**

| CUSTOMER INFORMATION SHIP TO: | | CUSTOMER INFORMATION BILL TO: | |
|---|--------------------------|---|---------------------------------------|
| COMPANY NAME Rapid City Police Dept | | COMPANY NAME Rapid City Police Dept | |
| ADDRESS 300 Kansas City Street | Suite | ADDRESS 300 Kansas City Street | Suite |
| CITY, STATE Rapid City | Zip Code 57701 | CITY, STATE Rapid City, SD | Zip Code 57701 |
| PHONE # 605/394-4133 | FAX # | PHONE # 605/394-4133 | FAX # |
| CONTACT NAME John Beardsley | | EMAIL ADDRESS | CONTACT NAME John Beardsley |
| TYPE OF PLAN: <input type="checkbox"/> SERVICE ONLY <input checked="" type="checkbox"/> SERVICE WITH SUPPLIES <input type="checkbox"/> SUPPLIES EXCLUDED _____ | | | |
| BILLING PLAN: <input type="checkbox"/> ANNUAL <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> MONTHLY _____ OTHER _____ | | | |
| PERIOD COVERED: <input checked="" type="checkbox"/> 36 MONTHS _____ 60 MONTH _____ FROM _____ TO _____ | | | |

Equipment Covered

| Equipment I.D. | Model /Accessories | Serial Number | Beginning Meter Reading | Base Charge | Copies/Scans | | Overage | |
|----------------|--------------------|---------------|-------------------------|-------------|--------------|-------|---------|-------|
| | | | | | BW | Color | BW | Color |
| CID | E-Studio 520 | | | as used | | | 0.0036 | |
| Admin | E-Studio 520 | | | As used | | | 0.0036 | |
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Machine Location _____ Operator/Email Address _____

- This agreement allows for an unlimited number of unscheduled maintenance calls, provided the calls are not a result of operator negligence or abuse. A & B Business Equipment responsibility with this agreement ceases if the equipment covered is repaired or adjusted by any person other than A & B technical representative, or the supplies used are not authorized or approved by A & B Business Equipment.
- Service shall be provided without additional charge between 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding National holidays.
- The maintenance service plan includes all necessary parts, labor and supplies as specified with the following exceptions:
 - Cassettes, master units, exit trays covers or any item that is not related to the electro/mechanical operation of the equipment.
 - Parts damaged by fire, water, other acts of nature, misuse or negligence on the part of the customer or operators of the equipment.
 - Drum cartridges are considered supply items, not parts. Agreements include photoconductor units unless otherwise specified.
 - Connectivity support beyond the initial 2 hours of support provided with the hardware installation.
- Maintenance with supplies agreements includes toner and developer. These agreements do not include paper, staples and freight.
- It is the customer/user's responsibility to provide power that meets the specific equipment needs as well as proper service access space around the equipment. If either one or both of these conditions are not met, A & B Business Equipment reserves the right to apply additional charges to compensate for deficiencies or to suspend this protection plan until the power deficiency is corrected and or adequate service space is provided.
- This agreement is for the above-specified period of time and is subject to annual price increases due in part to inflation, increased cost of parts, labor or age of equipment. Notice of cancellation must be given 30 days in advance. Early termination will result in penalties equaling 50% of the value of the remaining period of the agreement based on an average monthly billing.

| | | | |
|--|-------|-------------|------|
| CUSTOMER SIGNATURE <i>Mayor / Finance Officer</i> | DATE | ACCEPTED BY | DATE |
| PRINTED NAME | TITLE | TITLE | |

Equipment Lease Agreement (form 10-ssb-rev 12.31.03)

ANACON LEASING INC. • 2904 WEST RUSSELL • SIOUX FALLS, SD 57107
(605) 335-8520

Definitions: "You" and "Your" mean the "Lessee" or customer. "We," "Us" and "Our" refer to A&B Business Equipment as the "Lessor" of the Equipment listed below. Please fully complete all lines or items requested below.

CUSTOMER INFORMATION & BILLING CONTACT:

Lessee Legal Name: Rapid City Police Department Federal Tax ID# _____
Lessee is a (check one):

- Corporation Limited Liability Company (LLC) Limited Liability Partnership (LLP)
 General Partnership Limited Partnership Sole Proprietorship (under laws of State:)

Billing Contact Person: _____ Title: _____ Phone (605) 394-4133
Billing Address: 300 Kansas City Street, Rapid City, SD 57701
Equipment Location: _____
Supplier: _____ City/State: _____

EQUIPMENT DESCRIPTION:

Table with 6 columns: Quantity, Manufacturer, Model#, Description, Serial#. Contains two entries for Toshiba e-Studio 520 copiers.

TERM/LEASE PAYMENTS SCHEDULE:

Lease Term: 36 Months First Payment Due _____ and 1st or 15th of each month during Term.
Monthly Payment \$ 426.82 plus state/city sales tax, if applicable.
Security Deposit \$ 3500 includes tax and document fee of \$35.

- FMV or Fair Market Value 10% Purchase Price \$1.00 Buyout

Other Provisions: Authorized on State of South Dakota Bid Original Copiers # 14499

TERM/CONDITIONS OF LEASE:

Important: Neither the Supplier nor any salesperson are Our (Lessor's) agent in the making of the Lease, and they have no authority to speak on Our behalf or make changes to this Lease. Their statements will not affect Your rights or obligations under this Lease.

1. Lease Agreement; Payments: We agree to lease to You and You agree to lease from Us, for business purposes and not otherwise, the Equipment listed above or identified in any attached Equipment Schedule. You promise to pay Us the Lease payments for the term and in the amounts as stated above, plus applicable taxes, according to the schedule above, or as shown in any attached Equipment Schedule. (Lease terms/conditions continued on reverse side)

- ACH (Automatic Clearing House) Coupon Payment Book
If not received by _____ contact an Anacon Leasing Representative at (605) 335-8520

LESSEE'S ACCEPTANCE: (Important: This Agreement May Not Be Canceled) Mayor & Finance Officer

Authorized Signature: [Signature] Date: _____
Print Name: _____ Title: _____
Liability Insurance: Company Name: _____ Policy # _____

PERSONAL GUARANTEE:

(In this section only, "I" or "Me" means Guarantor(s), "You" or "Your" means Lessor.) I have read and understand this agreement and expressly agree to its terms, conditions, consents and waivers. If Lessee fails to perform any obligation under this agreement, I agree to pay You as provided in paragraph 13 of this Lease. I agree to waive any notice of any default or modifications or alterations which may be made by You and Lessee. I will reimburse You for all expenses and attorneys fees You incur in enforcing any of Your rights against Lessee or Me. I consent to South Dakota law, personal jurisdiction over Me and venue in Circuit Court, Second Judicial Circuit, Minnehaha county, South Dakota in any matter relating to this Lease, this Guarantee, or the Equipment, and further waive trial by jury.

Personal Guarantor: X Personal Guarantor: X
Print Name: _____ Date: _____ Print Name: _____ Date: _____

EQUIPMENT ACCEPTANCE:

You certify that all of the Equipment has been delivered and received by You, that any and all installation and set up has been completed. You have examined the Equipment and it is in good operating condition, satisfactory to You, and You have accepted the Equipment. This agreement cannot be modified or rescinded except by a writing signed by You and Us. Lessor is authorized to purchase the Equipment for Lessee's use.

Renter's Signature: X Delivery Date: _____
Print Name: _____ Title: _____

To be used
for rental
copies

T BUSINESS PRODUCTS RENTAL AGREEMENT

621 West Russell Street, Sioux Falls, SD 57104

Phone: 605-336-1484 Fax: 605-335-5727

CUSTOMER INFORMATION

Address: _____
 City/State/Zip _____
 Equip Location: _____
 Contact Name: _____
 Phone: _____

EQUIPMENT INFORMATION

| | ITEM # | SERIAL # |
|-----------------|--------|----------|
| Machine: | _____ | _____ |
| Accessory 1 | _____ | _____ |
| Accessory 2 | _____ | _____ |
| Accessory 3 | _____ | _____ |
| Accessory 4 | _____ | _____ |
| Accessory 5 | _____ | _____ |
| Surge Protector | _____ | _____ |

TERMS AND CONDITIONS

TERM OF RENTAL: _____ Months
 USAGE BASE: _____ Per Month
 COPIES INCLUDED: _____ *(BBP provides all parts, labor, drum & toner)*
 OVERAGE RATE: _____ Per Copy
 INSTALL/REMOVAL: _____ One Time Charge
 SPECIAL CONDITIONS: _____
 INSTALL DATE: _____ STARTING METER: _____
 PICKUP DATE: _____ ENDING METER: _____
 CONTACT NAME FOR METER READING: _____

SALESPERSON

X

CUSTOMER SIGNATURE

Customer will be responsible for the actual freight assessed Best Business Products, Inc. in the shipment of the equipment to and from the customer's point of use. In addition, any special costs and or freight charges incurred by Best Business Products, Inc. in the transportation of accessories will be borne by the customer.

If neither party provides written notice of cancellation at least 30 days prior to the expiration date, this agreement will continue for another like period at the then current applicable rental rates.

If the customer cancels this agreement during the contract period, Best Business Products, Inc. reserves the right to assess the customer early termination charges as follows:

PLAN

TERMINATION CHARGE

Annual

2 X Monthly Base Charge

01-12 Months

3 X Monthly Base Charge

13-24 Months

2 X Monthly Base Charge

36 + Months

3 X Monthly Base Charge

Best Business Products, Inc. may cancel this agreement with written notice if the customer violates any of the provisions of this contract.

Best Business Products, Inc. Will:

- 1) Train personnel in the use of equipment.
- 2) Provide service during regular business hours: 8:00 AM to 5:00 PM, Monday through Friday (except holidays)
- 3) Retain title to the equipment and shall have the right to enter on the premises of the user and take immediate possession of the equipment upon breach of or termination of this agreement.
- 4) Liability, with respect to property damage or personal injury, arising out of or connected with services performed under this agreement, is limited strictly to that imposed by common law, and that there is no contract imposing any greater degree of liability on Best Business Products, Inc.

Customer Will:

- 1) Provide a separate 120v, 15 or 20 amp single phase electrical circuit depending upon machine requirements.
- 2) Provide at their own expense suitable space and utilities for proper installation and operation of equipment.
- 3) Make no alteration to equipment.
- 4) Obtain written authorization of Best Business Products, Inc. prior to any movement of the equipment.
- 5) Pay according to Best Business Products, Inc.'s established policy for service requested outside of regular service hours.
- 6) Pay all taxes and assessments levied against the equipment or the use thereof during the term of the rental.
- 7) Assume complete responsibility for any and all risks of physical loss or damage to the equipment from any cause whatsoever during the rental period, reasonable wear and tear expected.