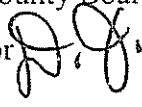


# *Tazewell County Board*



*David Zimmerman, Chairman of the Board*  
*David A. Jones, County Administrator*

To: David Zimmerman, Chairman, and County Board members  
From: David A. Jones, County Administrator   
Date: May 26, 2009  
Subject: Copier Contract follow-up

Based on a few telephone calls I have received regarding the copier contract, I thought it would be helpful to clarify an issue regarding the replacement of some of the copiers.

One of the questions I have been answering pertains to Digital's proposal to replace some of the County's equipment with similar equipment rather than servicing that equipment. There was some concern that this provision would increase the County's cost over the life of the contract. On the contrary, it potentially provides cost savings to the County since if we retained the machines and selected a vendor other than the incumbent vendor, we would need to pay NCI fair market value, a total of \$24,300, for those machines. Digital Copy Systems has provided us the option, which I am recommending, of replacing these machines with substantially similar equipment at no additional cost.

In the original bid specs, I indicated that the County "may choose to retain" certain equipment, rather than replace it with brand-new machines, to reduce the cost of the contract. Also included in the specifications was a provision that the vendor "must be authorized to support this existing equipment for the duration of the contract or replace with like equipment (same features, including speed, number of drawers, etc.) at no additional cost to Tazewell County," so this issue was contemplated during the time the specifications were prepared.

The contract as proposed further includes language that Digital, if the contract is approved, would provide replacement copiers that have no more total copies on the counter than the machines being replaced, along with a guarantee to replace the equipment if the County is displeased with the replacement equipment.

Additionally, the contract includes a probationary term of 90 days during which the contract can be terminated. Additionally, the contract allows for termination with or without cause with 30 days' notice following the probation period, and includes a specific provision that allows termination if Digital fails to respond to service calls. The contract provides the County a very high level of protection.

pc Vicki Grashoff, County Auditor  
Mike Holly, Assistant State's Attorney